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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 March 31, 2026

OR

☐ **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: 001-39712

OLEMA PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**30-0409740**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
780 Brannan Street **San Francisco, CA**	**94103**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (415) 651-3316

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

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

Title of Each Class of Securities Registered	Trading Symbol	Name of Each Exchange on which Securities are Registered
Common Stock, par value $0.0001 per share	OLMA	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, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided 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 ☒

As of May 7, 2026, the number of outstanding shares of the Registrant's common stock was 87,347,471. This number does not include 13,594,149 shares of common stock issuable upon the exercise of pre-funded warrants (which are immediately exercisable at an exercise price of $0.0001 per share of common stock, subject to beneficial ownership limitations) (See Notes 2 and 12 to Registrant's condensed consolidated financial statements).

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PART I-FINANCIAL INFORMATION

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

Olema Pharmaceuticals, Inc.

Condensed Consolidated Balance Sheets
(Unaudited)
(Amounts in thousands, except for share amounts)

	March 31, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 52,547	$ 48,301
Marketable securities	452,800	457,136
Prepaid expenses and other current assets	7,882	10,015
Total current assets	513,229	515,452
Operating lease right-of-use assets	921	1,146
Other assets and long-term deposits	16,495	16,832
Total assets	$ 530,645	$ 533,430
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 3,719	$ 9,253
Current portion of operating lease liability	956	1,124
Other current liabilities	42,492	41,425
Total current liabilities	47,167	51,802
Non-current liabilities:		
Operating lease liabilities, net of current portion	—	69
Long-term borrowing	3,000	3,000
Total liabilities	50,167	54,871
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Preferred stock, $0.0001 par value; 10,000,000 shares authorized as of March 31, 2026 and December 31, 2025; no shares issued and outstanding as of March 31, 2026 and December 31, 2025.	—	—
Common stock, $0.0001 par value; 490,000,000 shares authorized as of March 31, 2026 and December 31, 2025; 87,332,971 and 81,376,449 shares issued and outstanding as of March 31, 2026 and December 31, 2025, respectively.	8	8
Additional paid-in capital	1,131,576	1,075,487
Accumulated other comprehensive (loss) income	(460)	621
Accumulated deficit	(650,646)	(597,557)
Total stockholders' equity	480,478	478,559
Total liabilities and stockholders' equity	$ 530,645	$ 533,430

See accompanying notes to the condensed consolidated financial statements.

Olema Pharmaceuticals, Inc.

Condensed Consolidated Statements of Operations and Comprehensive Loss
(Unaudited)
(Amounts in thousands, except for share and per share amounts)

	Three Months Ended March 31,	
	2026	2025
Operating expenses:		
Research and development	$ 49,232	$ 30,624
General and administrative	8,754	4,249
Total operating expenses	57,986	34,873
Loss from operations	(57,986)	(34,873)
Other income:		
Interest income	4,776	4,524
Other income (loss)	121	(40)
Total other income	4,897	4,484
Net loss	$ (53,089)	$ (30,389)
Net loss per share, basic and diluted	$ (0.52)	$ (0.36)
Weighted average shares used to compute net loss per share, basic and diluted	102,800,098	85,426,223

	Three Months Ended March 31,	
	2026	2025
Net loss	$ (53,089)	$ (30,389)
Other comprehensive (loss) income:		
Net unrealized (loss) gain on marketable securities	(1,081)	277
Total comprehensive loss	$ (54,170)	$ (30,112)

See accompanying notes to the condensed consolidated financial statements.

Olema Pharmaceuticals, Inc.

Condensed Consolidated Statements of Stockholders' Equity (Unaudited)
(Amounts in thousands, except for share amounts)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive (Loss) Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balances at December 31, 2025	81,376,449	$ 8	$ 1,075,487	$ 621	$ (597,557)	$ 478,559
Exchange of pre-funded warrants for common stock shares	3,500,000	—	—	—	—	—
Stock-based compensation expense	—	—	10,148	—	—	10,148
Issuance of shares under at-the-market offering, net of issuance costs of $25	1,712,739	—	41,918	—	—	41,918
Exercise of stock options	743,783	—	4,023	—	—	4,023
Net unrealized loss on marketable securities	—	—	—	(1,081)	—	(1,081)
Net loss	—	—	—	—	(53,089)	(53,089)
Balances at March 31, 2026	87,332,971	$ 8	$ 1,131,576	$ (460)	(650,646)	$ 480,478

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balances at December 31, 2024	74,312,608	$ 7	$ 843,920	$ 143	(435,106)	$ 408,964
Exchange of common stock shares for pre-funded warrants	(6,070,000)	—	—	—	—	—
Stock-based compensation expense	—	—	4,378	—	—	4,378
Exercise of stock options	90,457	—	236	—	—	236
Issuance costs for the shares issued under equity private placement	—	—	(14)	—	—	(14)
Net unrealized gain on marketable securities	—	—	—	277	—	277
Net loss	—	—	—	—	(30,389)	(30,389)
Balances at March 31, 2025	68,333,065	$ 7	$ 848,520	$ 420	(465,495)	$ 383,452

See accompanying notes to the condensed consolidated financial statements.

Olema Pharmaceuticals, Inc.

Condensed Consolidated Statements of Cash Flows
(unaudited)
(Amounts in thousands)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net loss	$ (53,089)	$ (30,389)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization expense	119	128
Non-cash lease expense	301	287
Non-cash interest income on marketable securities	(1,273)	(2,101)
Stock-based compensation expense, including employee stock purchase plan expense	10,148	4,378
Prepaid expenses and other current assets	2,597	549
Other assets and long-term deposits	(100)	(965)
Accounts payable	(5,681)	(4,309)
Other current liabilities	1,304	(11,248)
Operating lease liabilities	(313)	(309)
Net cash used in operating activities	(45,987)	(43,979)
Cash flows from investing activities:		
Maturities of marketable securities	74,470	97,772
Purchases of marketable securities	(69,941)	(142,855)
Net cash provided by (used in) investing activities	4,529	(45,083)
Cash flows from financing activities:		
Issuance of shares under at-the-market offering, net of issuance costs of $25	41,918	—
Issuance costs for shares issued under November 2025 follow-on offering	(237)	—
Issuance costs for shares issued under private placement	—	(14)
Proceeds from exercise of stock options	8,430	236
Tax withholding for stock options exercised	(4,407)	—
Net cash provided by financing activities	45,704	222
Net increase (decrease) in cash and cash equivalents	4,246	(88,840)
Cash and cash equivalents at beginning of period	48,301	139,480
Cash and cash equivalents at end of period	$ 52,547	$ 50,640
Supplemental disclosure of non-cash financing activity		
Exchange of common stock for pre-funded warrants	$ -	$ 29,379

See accompanying notes to the unaudited condensed consolidated financial statements.

Olema Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements

(Unaudited)

1. Nature of the Business and Basis of Presentation

Olema Pharmaceuticals, Inc. (“Olema” or the “Company”) is a clinical-stage biopharmaceutical company focused on the discovery, development, and commercialization of next-generation targeted therapies for breast cancer and beyond. The Company is advancing a pipeline of novel therapies by leveraging its deep understanding of endocrine-driven cancers, nuclear receptors, and mechanisms of acquired resistance. The Company's wholly-owned, lead product candidate, palazestrant (OP-1250), is a novel, orally-available small molecule with dual activity as both a complete estrogen receptor ("ER") antagonist ("CERAN") and selective ER degrader ("SERD"). In addition to its lead product candidate, Olema is developing a potent KAT6 inhibitor (OP-3136).

The Company is located in San Francisco, California and was incorporated in Delaware on August 7, 2006 under the legal name of CombiThera, Inc., and on March 25, 2009, was renamed Olema Pharmaceuticals, Inc. The Company’s principal operations are based in San Francisco, California, and it has operations in Cambridge, Massachusetts. Olema Oncology Australia Pty Ltd, incorporated on January 6, 2021 under the laws of Australia, and Olema Oncology International Limited, incorporated on December 11, 2025 under the laws of Ireland, are wholly-owned subsidiaries of the Company (collectively with Olema Pharmaceuticals, Inc., referred to as “Olema” or the “Company” herein). It operates in one business segment and therefore has only one reportable segment. The Company is subject to risks and uncertainties common to late-stage companies in the biopharmaceutical industry, including, but not limited to, successful discovery and development of its product candidates, development by competitors of new technological innovations, dependence on key personnel, the ability to attract and retain qualified employees, protection of proprietary technology, compliance with governmental regulations, the impact of geopolitical and macroeconomic events discussed in further detail below, the ability to secure additional capital to fund operations and commercial success of its product candidates. Palazestrant, OP-3136 and any future product candidates the Company may develop will require extensive non-clinical and clinical testing and regulatory approval prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel, and infrastructure and extensive compliance-reporting capabilities. Even if the Company’s product development efforts are successful, it is uncertain when, if ever, the Company will realize significant revenue from product sales.

Liquidity

The Company had $505.3 million of cash, cash equivalents and marketable securities at March 31, 2026, in addition to the available balance under the Loan and Security Agreement dated as of September 5, 2023 (the “Original Loan Agreement”), by and between the Company, as borrower, and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (the “Bank”), as amended by the First Amendment to Loan and Security Agreement, dated June 28, 2024 (the "First Amendment"), as further amended by the Second Amendment to Loan and Security Agreement, dated June 27, 2025 (the "Second Amendment"), as further amended by the Third Amendment to Loan and Security Agreement, dated January 11, 2026 (the "Third Amendment" and, collectively with the First Amendment, Second Amendment and the Original Loan Agreement, the "Loan Agreement"). See Note 11, "Long-term Borrowing" for further details. Management believes that the Company’s cash, cash equivalents, marketable securities, and the amounts available under the Loan Agreement will be sufficient to fund the Company’s current operating plan for at least the next 12 months from the filing date of these condensed consolidated financial statements.

Follow-on Public Offering

On November 19, 2025, the Company completed a follow-on public offering pursuant to which it issued and sold 11,500,000 shares of common stock at a public offering price of $19.00 per share, including 1,500,000 shares sold pursuant to the underwriters' full exercise of their option to purchase additional shares, resulting in aggregate net proceeds of $204.8 million, after deducting underwriting discounts and commissions and estimated offering costs.

Private Placement

On November 29, 2024, the Company entered into a securities purchase agreement for a private placement of (i) 19,928,875 shares of the Company's common stock at a price of $9.08 per share and (ii) pre-funded warrants to purchase up to an aggregate of 7,604,163 shares of the Company's common stock at a price of $9.0799 per pre-funded warrant, which represents the per share purchase price of the Company's common stock sold in the private placement less the $0.0001 per share exercise price for each pre-funded warrant to selected institutional and accredited investors (the "2024 Private Placement"). The aggregate gross proceeds for the 2024 Private Placement were approximately $250.0 million. After deducting offering expenses related to the 2024 Private Placement of approximately $13.0 million, the net proceeds to the Company from the 2024 Private Placement were approximately $237.0 million.

Warrant Exchanges

On November 29, 2024 and January 10, 2025, the Company entered into exchange agreements with certain investors and issued to such investors pre-funded warrants to purchase up to 3,420,000 and 6,070,000 shares of the Company's common stock, respectively, in exchange for an equivalent number of shares of the Company's common stock previously outstanding and held by such investors (the "Exchange Transactions"). The pre-funded warrants were issued without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemption from registration contained in Section 3(a)(9) of the Securities Act. Refer to Note 12, Pre-funded Warrants for further details.

At-The-Market Offering

On January 5, 2024, the Company entered into a sales agreement (the "2024 Sales Agreement") with Cowen and Company, LLC ("Cowen and Company") as sales agent, pursuant to which the Company was permitted to offer and sell, from time to time, shares of its common stock, having an aggregate offering price of up to $150.0 million (the "2024 ATM Shares"). The sales of the 2024 ATM Shares were made by an "at-the-market" ("ATM") equity offering as defined in Rule 415(a)(4) promulgated under the Securities Act of 1933, as amended ("Securities Act"). The Company agreed to pay Cowen and Company a commission of up to 3.0% of the aggregate gross proceeds from any 2024 ATM Shares sold by Cowen and Company. During the year ended December 31, 2024, the Company issued 1,772,278 shares of the Company's common stock under the 2024 Sales Agreement at a weighted-average price of $13.19 for net proceeds of $22.8 million after deducting related issuance costs.

On January 6, 2025, the Company entered into a sales agreement (the "2025 Sales Agreement") with TD Securities (USA) LLC, ("TD Cowen") as sales agent, pursuant to which the Company was permitted to sell, from time to time, shares of the Company's common stock, having an aggregate offering price of up to $150.0 million (the "2025 ATM Shares"). The 2025 Sales Agreement replaced the prior 2024 Sales Agreement. The sales of the 2025 ATM Shares would be made by any method permitted that is deemed to be an ATM equity offering as defined in Rule 415(a)(4) promulgated under the Securities Act, including sales made directly on or through the Nasdaq Global Select Market. The Company agreed to pay TD Cowen a commission of up to 3.0% of the aggregate gross proceeds from any 2025 ATM Shares sold by TD Cowen. On December 11, 2025, the Company entered into Amendment No. 1 to the 2025 Sales Agreement which increased the maximum aggregate offering price under the 2025 Sales Agreement to $200.0 million. During the three-months period ended March 31, 2026, the Company issued 1,712,739 of the Company's common stock under the 2025 Sales Agreement at a weighted-average price of $24.92 for net proceeds of $41.9 million after deducting related issuance costs.

Impact of Geopolitical and Macroeconomic Events

Global economic and business activities continue to face widespread uncertainty related to the geopolitical and macroeconomic environment, generally, including economic uncertainty, market volatility, labor shortages, recent and changing tariff policy announcements (including related legal challenges), tariffs, trade tensions and retaliatory measures by other countries, supply chain disruptions, military conflicts, as well as any related political or economic responses and counter-responses or otherwise by various global actors, inflationary pressures, monetary supply shifts, increased recession risk, and related financial instability. The extent of the impact of these factors on the Company's operational and financial performance, including its ability to execute its business strategies and initiatives in the expected time frame, will depend on future developments, which are uncertain and cannot be predicted. Any continued or renewed disruption resulting from these factors could negatively impact the Company's business. The Company continues to monitor the impact of these geopolitical and macroeconomic factors on its results of operations, financial condition and cash flows.

2. Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying interim unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") and applicable rules and regulations of the Securities and Exchange Commission (the "SEC") regarding interim financial reporting, and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. These condensed consolidated financial statements include the accounts of Olema Pharmaceuticals, Inc. and its wholly-owned subsidiaries, Olema Oncology Australia Pty Ltd and Olema Oncology International Limited. All intercompany balances and transactions have been eliminated upon consolidation.

Unaudited Interim Financial Information

The accompanying interim condensed consolidated financial statements are unaudited. They have been prepared on the same basis as the annual financial statements and reflect, in the opinion of management, all adjustments of a normal and recurring nature that are necessary for the fair presentation of the Company's condensed consolidated financial statements included in this report. The financial data and the other information disclosed in these notes to the condensed consolidated financial statements related to the three-month periods are also unaudited. The results of operations presented in these unaudited condensed consolidated financial statements are not necessarily indicative of the results to be expected for the year ending December 31, 2026, or for any other future annual or interim period. The condensed consolidated balance sheet as of December 31, 2025 included herein was derived from the audited financial statements as of that date. These interim condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements included in the Company's Form 10-K as filed with the SEC on March 16, 2026 (the "Annual Report").

Use of Estimates

The accompanying condensed consolidated financial statements are prepared in accordance with GAAP. The preparation of the condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the condensed consolidated financial statements and reported amounts of expenses during the reporting period. Significant areas that require management's estimates include accruals of research and development expenses, including accrual of research contract costs, stock-based compensation assumptions, including the fair value of common stock. On an ongoing basis, the Company evaluates its estimates and judgments, which are based on historical and anticipated results and trends and on various other assumptions that management believes to be reasonable under the circumstances. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents are defined as short-term, highly liquid investments with original maturities of 90 days or fewer at the date of purchase. Cash deposits are all in reputable financial institutions in the United States as of March 31, 2026, and December 31, 2025. Cash and cash equivalents primarily consisted of cash on deposit with U.S. banks, including the Company's bank accounts for its foreign subsidiaries, denominated in U.S. dollars and foreign currencies, and investments in interest-bearing money market funds.

Marketable Securities

All marketable securities have been classified as "available-for-sale" and are carried at estimated fair value as determined based upon quoted market prices or pricing models for similar securities. Management determines the appropriate classification of its investments at the time of purchase and reevaluates such designation as of each balance sheet date. Unrealized gains and losses are excluded from net loss and are reported as a component of comprehensive loss. Realized gains and losses and declines in fair value judged to be other than temporary, if any, on available-for-sale securities are included in interest income. The cost of securities sold is based on the specific-identification method. Interest earned on marketable securities is included in interest income.

The Company periodically assesses its available-for-sale marketable securities for other-than-temporary impairment. For debt securities in an unrealized loss position, the Company first considers its intent to sell, or whether it is more likely than not that the Company will be required to sell the debt securities before recovery of their amortized cost basis. If either of these criteria are met, the amortized cost basis of such debt securities is written down to fair value through other expense.

For debt securities in an unrealized loss position that do not meet the aforementioned criteria, the Company assesses whether the decline in the fair value of such debt securities has resulted from credit losses or other factors. The Company considers the extent to which fair value is less than amortized cost, any changes to the rating of the security by a rating agency, and any adverse conditions specifically related to the securities, among other factors. If this assessment indicates that a credit loss may exist, the Company then compares the present value of cash flows expected to be collected from such securities to their amortized cost basis. If the present value of cash flows expected to be collected is less than the amortized cost basis, a credit loss exists and an allowance for credit losses is recorded through other expense, limited by the amount that the fair value is less than the amortized cost basis. Any additional impairment not recorded through an allowance for credit losses is recognized in other comprehensive loss. The Company has not recorded any impairments for its marketable securities.

Concentration of Credit Risk and Other Risks and Uncertainties

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash, cash equivalents, and marketable securities. The Company invests in a variety of financial instruments and, by its policy, limits these financial instruments to high credit quality securities issued by the U.S. government, U.S. government-sponsored agencies and highly rated banks and corporations, subject to certain concentration limits. The Company's cash, cash equivalents, and marketable securities are held by financial institutions in the United States that management believes are of high credit quality. Amounts on deposit with individual banking institutions may at times exceed the limits insured by the Federal Deposit Insurance Corporation; however, the Company has not experienced any losses on such deposits.

The Company's future results of operations involve a number of other risks and uncertainties. Factors that could affect the Company's future operating results and cause actual results to vary materially from expectations include, but are not limited to, uncertainty of results of clinical trials and reaching milestones, uncertainty of regulatory approval of the Company's current and potential future product candidates, uncertainty of market acceptance of the Company's product candidates, competition from substitute products and larger companies, securing and protecting proprietary technology, strategic relationships, dependence on key individuals or sole-source suppliers, and geopolitical and macroeconomic factors.

The Company's product candidates require approvals from the U.S. Food and Drug Administration and comparable foreign regulatory agencies prior to commercial sales in their respective jurisdictions. There can be no assurance that any product candidates will receive the necessary approvals. If the Company were denied approval, approval was delayed or the Company was unable to maintain approval for any product candidate, it could have a materially adverse impact on the Company.

Leases

Under Accounting Standards Update ("ASU") 2016-12, Leases, Topic 842, ("Topic 842"), lessees are required to recognize for all leases (with the exception of short-term leases) at the commencement date: (1) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use ("ROU") asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. Leases will be classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the condensed consolidated statements of operations and comprehensive loss.

At the inception of an arrangement, the Company determines if an arrangement is, or contains, a lease based on the facts and circumstances present in that arrangement. Lease classification, recognition, and measurement are then determined at the lease commencement date. For arrangements that contain a lease, the Company (i) identifies lease and non-lease components, (ii) determines the consideration in the contract, (iii) determines whether the lease is an operating or finance lease; and (iv) recognizes lease ROU assets and liabilities. Lease liabilities and their corresponding ROU assets are recorded based on the present value of future lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable, and as such, the Company uses the incremental borrowing rate based on the information available at the lease commencement date, which represents an internally developed rate that would be incurred to borrow, on a collateralized basis, over a similar term, an amount equal to the lease payments in a similar economic environment.

Most leases include options to renew or terminate the lease, which can impact the lease term. The exercise of these options is at the Company's discretion. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise such options. For any lease modification, the Company reassesses the lease classification, remeasures the related lease liability using an updated discount rate that reflects the modified lease term, and adjusts the related ROU asset under the lease modification guidance under Topic 842.

The Company has operating leases for its research and development and office facilities. Fixed lease payments on operating leases are recognized over the expected term of the lease on a straight-line basis. Variable lease expenses that are not considered fixed are recognized as incurred. Fixed and variable lease expense on operating leases is recognized within operating expenses within our condensed consolidated statements of operations and comprehensive loss.

The Company elected to not apply the recognition requirements of Topic 842 to short-term leases with terms of 12 months or less. Refer to Note 9, Leases for further details.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development expenses consist of costs incurred to discover, research and develop product candidates. These costs are recorded within research and development expenses in the condensed consolidated statements of operations and include personnel expenses, stock-based compensation expenses, allocated general and administrative expenses, and external costs including fees paid to consultants and contract research organizations ("CROs") and contract manufacturing organizations ("CMOs"), in connection with non-clinical studies and clinical trials, and other related clinical trial fees, such as for investigator fees, patient screening, laboratory work, clinical trial database management, clinical trial material management and statistical compilation and analysis. Non-refundable prepayments for goods or services that will be used or rendered for future research and development activities are recorded as either prepaid expenses and other current assets or other assets and long-term deposits. Such amounts are recognized as an expense as the goods are delivered or the related services are performed.

Costs incurred in obtaining technology licenses that do not meet the definition of a business are charged immediately to research and development expense if the technology licensed has not reached technological feasibility and has no alternative future uses.

Research Contract Costs and Accruals

The Company has, from time to time, entered into various research and development and other agreements with commercial firms, researchers, universities and others for provisions of goods and services. These agreements are generally cancelable, and the related costs are recorded as research and development expenses as incurred.

The Company records accruals for estimated ongoing research and development costs. When evaluating the adequacy of the accrued liabilities, the Company analyzes progress of the projects, studies or clinical trials, including the phase or completion of events, invoices received and contracted costs. Judgments and estimates are made in determining the accrued balances at the end of any reporting period. Actual results could differ materially from the Company’s estimates. The Company’s historical accrual estimates have not been materially different from the actual costs.

Internal-Use Software

The Company capitalizes certain costs incurred for the development and implementation of computer software for internal use. These costs generally relate to the implementation of the third-party developed software for the Company's clinical development purposes. The Company capitalizes these costs when it is determined that it is probable that the project will be completed and the software will be used to perform the function intended, and the preliminary project stage is completed. Capitalized internal-use software development and implementation costs are included in Other assets and long-term deposits within the consolidated balance sheets. Capitalized implementation costs are amortized on a straight-line basis over the estimated useful lives of five years. Costs related to the preliminary project stage, post-implementation, training and maintenance are expensed as incurred.

Comprehensive Loss

Comprehensive loss includes net loss and other comprehensive (loss) gain for each period presented. Other comprehensive (loss) gain represents net unrealized (loss) gain on marketable securities.

Stock-Based Compensation

The Company recognizes stock compensation in accordance with Accounting Standards Codification ("ASC") 718, *Compensation — Stock Compensation* (“ASC 718”). Stock-based compensation cost, including grants of stock options and restricted stock units issued under the Company’s equity incentive plans, and the 2020 Employee Stock Purchase Plan (the "ESPP"), is measured at the grant date based on the estimated fair value of the award and is recognized as an expense on a straight-line basis over the requisite service period, which is generally the vesting period.

The Company estimates the fair value of stock options with time-based vesting on the date of grant utilizing the Black-Scholes option-pricing model, which requires the input of subjective assumptions, including (i) the expected volatility of its stock, (ii) the expected term of the award, (iii) the risk-free interest rate, and (iv) expected dividends. The Company estimates the volatility of its stock based on a weighted average of the volatility of the Company's stock price and that of its peers. The Company will continue to apply this process until a sufficient amount of historical information regarding the volatility of its own stock price becomes available. The Company uses the simplified method to estimate the expected term of employee stock option grants, whereby the expected term is estimated to be the mid-point between the vesting date and the contractual term of the option. The risk-free rates for period within the expected term of the option are based on the U.S. Treasury yield curve during the period the options were granted. The expected dividend yield of zero is based on the fact that the Company has never paid dividends and does not expect to pay any cash dividends in the foreseeable future. For awards with graded vesting, in which specified tranches of the options vest on different dates, the Company uses a single weighted average expected life to value the entire award, which is equal to the average of the weighted average vesting period of the award and the contractual term of the award. The amount of stock-based compensation expense recognized during a period is based on the value of the portion of the awards that are ultimately expected to vest, including awards with graded vesting. As part of the requirements of ASC 718, the Company has elected to account for forfeitures of stock option grants as they occur.

The Company measures the fair value of restricted stock units ("RSU"s) based on the closing price of the Company's common stock on the grant date. Stock-based compensation expense for RSUs is recognized on a straight-line basis over the vesting term.

Equity Awards with Market and Service Conditions

The fair value and derived service period of performance-based awards granted with market and service conditions are estimated on the grant date using a Monte Carlo simulation model. A Monte Carlo simulation model requires inputs such as the risk-free interest rate, expected award term, expected share dilution and expected share price volatility. These inputs, which are subjective and generally require significant judgment, are unique to each award based on the best available information at the grant date. For such awards, stock-based compensation expense is recognized on a straight-line basis over the derived service period of each tranche. Stock-based compensation expense will continue to be recognized over the derived service period regardless of whether the awards' market-based vesting terms have been satisfied, so long as the requisite service is rendered by the grantee.

Foreign Currency Transactions

The functional currency of Olema Oncology Australia Pty Ltd and Olema Oncology International Limited, the Company’s wholly-owned subsidiaries, is the U.S. dollar. Accordingly, all monetary assets and liabilities of the subsidiary are remeasured into U.S. dollars at the current period-end exchange rates and non-monetary assets are remeasured using historical exchange rates. Income and expense elements are remeasured to U.S. dollars using the average exchange rates in effect during the period. Remeasurement gains and losses are recorded as other income (expense) on the condensed consolidated statements of operations.

The Company is subject to foreign currency risk with respect to its clinical and manufacturing contracts denominated in currencies other than the U.S. dollar, predominantly the Australian dollar and the Euro. Payments on contracts denominated in foreign currencies are made at the spot rate on the day of payment. Changes in the exchange rate between billing dates and payment dates are recorded within other income (expense) on the condensed consolidated statements of operations.

Pre-funded Warrants

The Company issued pre-funded warrants in connection with the 2024 Private Placement and the Exchange Transactions executed in November 2024 and January 2025. Refer to Note 12, Pre-funded Warrants for further details.

The Company accounts for the pre-funded warrants as a freestanding equity-linked financial instrument that met the criteria for equity classification pursuant to ASC 480, Distinguishing Liabilities from Equity ("ASC 480"), and ASC 815, Derivatives and Hedging ("ASC 815"). Accordingly, the Company recorded the pre-funded warrants as a component of stockholders' equity within additional paid-in capital. The Company valued the pre-funded warrants at issuance, concluding that their sales price approximated their fair value. The pre-funded warrants are immediately exercisable at an exercise price of $0.0001 per share of the Company's common stock, subject to beneficial ownership limitations. Exercise of the pre-funded warrants is virtually assured because the underlying common shares will be issued for nominal cash consideration or at an exercise price of $0.0001 per share. All necessary conditions for issuance of the underlying common shares were met when the pre-funded warrants were issued, and as such, related pre-funded warrants shares were included in the denominator for both the basic and diluted earnings per share calculations.

Net Loss Per Common Share

Basic net loss per common share is computed by dividing the net loss per common share by the weighted average number of common shares outstanding for the period, including the pre-funded warrants shares. Diluted net loss per common share is computed by adjusting net loss to reallocate undistributed earnings based on the potential impact of dilutive securities, and by dividing the diluted net loss by the weighted average number of common shares outstanding for the period, including the pre-funded warrants shares and potential dilutive common shares. For purpose of this calculation, outstanding stock options and contingently issuable common stock related to the ESPP are considered potential dilutive common shares. Since the Company was in a loss position for all periods presented, basic net loss per share is the same as diluted net loss per share for all periods as the inclusion of all potential common shares outstanding would have been anti-dilutive.

Segment Reporting

The Company operates as a single operating and reportable segment. The Company’s Chief Executive Officer serves as the chief operating decision maker (“CODM”). The CODM reviews the Company’s financial information on a consolidated basis for purposes of assessing financial performance, making operating decisions, and allocating resources. The CODM uses consolidated net loss, as determined in accordance with U.S. GAAP and reported in the Company’s condensed consolidated statements of operations, as the measure of segment profit or loss. In assessing segment performance and allocating resources, the CODM also reviews consolidated functional expenses, including research and development and general and administrative expenses. Other segment items included in consolidated net loss is primarily interest income, which is reflected in the consolidated statements of operations and comprehensive loss.

Recent Accounting Pronouncements Adopted

In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2023 09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU enhances the transparency and decision usefulness of income tax disclosures by requiring additional disaggregation of information related to the effective tax rate reconciliation, income taxes paid, and income tax expense and pre-tax income by jurisdiction.

The Company adopted ASU 2023-09 on a prospective basis effective January 1, 2025. Accordingly, the enhanced income tax disclosures are presented beginning in fiscal year 2025, and prior period disclosures have not been recast. The adoption of this guidance did not have an impact on the Company’s consolidated results of operations, financial position, or cash flows, as the amendments relate solely to disclosure requirements.

Recent Accounting Pronouncements Not Yet Adopted

In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses*, which requires public business entities to provide enhanced disclosures about specific expense categories in both interim and annual financial statements. The new standard requires entities to disclose in tabular format certain categories of expenses, including purchases of inventory, employee compensation, depreciation, intangible asset amortization, and other specified expense categories, along with a qualitative description of amounts remaining in relevant expense captions. The objective of this ASU is to provide investors with more detailed information to better assess an entity's performance and future cash flow prospects. As clarified by ASU 2025-01 issued in January 2025, ASU 2024-03 is effective for public business entities for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of this standard on its consolidated financial statement disclosures.

In September 2025, the FASB issued ASU 2025-06, *Targeted Improvements to the Accounting for Internal-Use Software*, which modernizes the *accounting* guidance for costs associated with developing or obtaining internal-use software. The ASU eliminates the previous stage-based model (preliminary project stage, application development stage, and post-implementation stage) and replaces it with a principles-based approach that better aligns with modern software development practices, including agile and iterative methodologies. Under the new guidance, entities may begin capitalizing internal-use software development costs when (1) management has authorized and committed to funding the software project, and (2) it is probable that the project will be completed and the software will be used to perform the function intended. The ASU also supersedes the separate guidance on website development costs and incorporates it into the internal-use software framework. ASU 2025-06 is effective for all entities for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption is permitted as the beginning of an annual reporting period. The Company is evaluating the impact of this standard on its consolidated financial statements.

The Company continues to monitor new accounting pronouncements issued by the FASB and does not believe that any pronouncements issued but not yet adopted as of the date of this report will have a material impact on the Company’s consolidated financial statements.

3. Fair Value Measurement

The Company assesses the fair value of financial instruments based on the provisions of ASC 820, *Fair Value Measurements*. ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 — Inputs are unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

- Level 2 — Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

- Level 3 — Unobservable inputs that are supported by little or no market activity that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

(in thousands)	March 31, 2026 Level 1	Level 2	Level 3	Total
Financial Assets				
Cash	$ 13,642	—	—	$ 13,642
Money market funds	39,058	—	—	39,058
Commercial paper	—	109,328	—	109,328
Corporate bonds	—	83,275	—	83,275
U.S. government treasury bills	219,253	—	—	219,253
Government-sponsored enterprise securities	—	40,944	—	40,944
Total	$ 271,953	$ 233,547	$ —	$ 505,500

(in thousands)	December 31, 2025 Level 1	Level 2	Level 3	Total
Financial Assets				
Cash	$ 16,007	$ —	$ —	$ 16,007
Money market funds	30,866	—	—	30,866
Commercial paper	—	102,193	—	102,193
Corporate bonds	—	81,607		81,607
U.S. government treasury bills	233,938	—	—	233,938
Government-sponsored enterprise securities	—	41,029	—	41,029
Total	$ 280,811	$ 224,829	$ —	$ 505,640

(in thousands)	March 31, 2026 Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Financial Assets				
Cash and cash equivalents	$ 52,700	—		$ 52,700
Short-term marketable securities (<12 months to maturity)	321,016	168	(175)	321,009
Long-term marketable securities (>12 months to maturity)	132,224	—	(433)	131,791
Total	$ 505,940	$ 168	$ (608)	$ 505,500

(in thousands)	December 31, 2025 Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Financial Assets				
Cash and cash equivalents	$ 48,503	$ —	$ —	$ 48,503
Short-term marketable securities (<12 months to maturity)	300,243	501	(12)	300,732
Long-term marketable securities (>12 months to maturity)	156,273	160	(28)	156,405
Total	$ 505,019	$ 661	$ (40)	$ 505,640

The Company considers its marketable securities with maturities beyond one year as current assets, based on their highly liquid nature and because such marketable securities represent the investment of cash that is available for current operations. The Company considers its investment portfolio of marketable securities to be available-for-sale.

The Company periodically reviews its available-for-sale marketable securities for other-than-temporary impairment. The Company considers factors such as the duration, severity and the reason for the decline in value, the potential recovery period and its intent to sell. For debt securities, the Company also considers

whether (i) it is more likely than not that the Company will be required to sell the debt securities before recovery of their amortized cost basis, and (ii) the amortized cost basis cannot be recovered as a result of credit losses.

There were no marketable securities that had been in a consecutive loss position for more than 12 months as of March 31, 2026. During the three months ended March 31, 2026, the Company did not recognize any other-than-temporary impairment loss. As of March 31, 2026, there was no allowance for losses on available-for-sale debt securities attributable to credit risk.

As of March 31, 2026, all of the Company's cash and cash equivalents primarily consisted of cash on deposit with U.S. banks denominated in U.S. dollars and Australian dollars, and investments in interest-bearing money market funds.

4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	March 31, 2026	December 31, 2025
Interest receivable	3,321	3,137
Prepaid clinical development costs	1,324	2,124
Prepaid subscriptions and licenses	1,224	1,200
Prepaid insurance	753	1,049
Value added tax receivable	30	919
Other prepaid and current assets[1]	1,230	1,586
Total	$ 7,882	$ 10,015

[1] Other current assets as of December 31, 2025 included a $0.5 million tax refund receivable from the Australian Taxation Office related to the 2025 calendar year, which was received in February 2026.

5. Other Assets and Long-Term Deposits

Other assets and long-term deposits consisted of the following (in thousands):

	March 31, 2026	December 31, 2025
Clinical development project deposits	$ 15,301	$ 15,202
Internal-use software	838	892
Property and equipment, net	356	274
Office lease deposits	—	464
Total	$ 16,495	$ 16,832

6. Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following (in thousands):

	March 31, 2026	December 31, 2025
Accrued research and development related costs	$ 35,396	$ 29,286
Accrued payroll related costs	2,775	1,149
Accrued employee bonuses	2,202	8,253
Accrued corporate related costs	2,119	2,737
Total	$ 42,492	$ 41,425

7. Stock-Based Compensation

In 2014, the Company's Board of Directors (the "Board") and stockholders approved and adopted the Company's 2014 Stock Plan (the "2014 Plan"). The 2014 Plan permitted the grant of options and restricted stock awards (including restricted stock purchase rights and restricted stock bonus awards). The 2014 Plan was terminated on the date the Company's 2020 Equity Incentive Plan (the "2020 Plan"), which is described below, became effective, and since that date, no additional awards have been or will be made pursuant to the 2014 Plan. However, any outstanding awards granted under the 2014 Plan will remain outstanding, subject to the terms of the 2014 Plan award agreements, until such outstanding options are exercised or until any awards terminate or expire by their terms.

In 2020, the Board and the Company's stockholders approved and adopted the 2020 Plan. The 2020 Plan permits the grant of options, restricted stock awards, stock appreciation rights, restricted stock unit awards, performance awards, and other awards. The maximum number of shares of common stock that were initially issuable under the 2020 Plan was a number not to exceed 6,494,510 shares of the Company's common stock, which is the sum of (i) 2,152,080 new shares, plus (ii) an additional number of shares not to exceed 4,342,430 shares, consisting of any shares of the Company's common stock subject to outstanding stock options or other stock awards granted under the 2014 Plan that, on or after the date on which the 2020 Plan became effective, terminated or expired prior to exercise or settlement; were not issued because the award was settled in cash; were forfeited because of the failure to vest; or were reacquired or withheld (or not issued) to satisfy a tax withholding obligation or the purchase or exercise price. In addition, the number of shares of the Company's common stock reserved for issuance under the 2020 Plan automatically increases on January 1 of each year for a period of ten years, beginning on January 1, 2021 and continuing through January 1, 2030, in an amount equal to the lesser of (1) 5% of the total number of shares of the Company's common stock outstanding on December 31 of the immediately preceding year, or (2) a lesser number of shares determined by the Board no later than December 31 of the immediately preceding year.

In 2022, the Board approved and adopted the Company's 2022 Inducement Plan (the "2022 Inducement Plan"). Under the 2022 Inducement Plan, initially 2,000,000 shares of common stock were reserved for issuance. In December 2024, the Compensation Committee of the Board approved an increase of an additional 3,000,000 shares of common stock reserved for issuance under the 2022 Inducement Plan, which increase was made effective as of January 1, 2025. The 2022 Inducement Plan permits the grant of options, restricted stock awards, stock appreciation rights, restricted stock unit awards, performance awards, and other awards.

The exercise price for each option and stock appreciation right shall be established at the discretion of the Board, provided that the exercise price of a stock option will not be less than 100% of the fair market value of the Company's common stock on the date of grant. Specific vesting for stock options and stock appreciation rights is service related and determined in each award agreement, where stock options and stock appreciation rights are fully vested at the grant date or follow a graded vesting schedule. Stock options and stock appreciation rights granted under the plans generally expire ten years after the date of grant.

Stock Option Valuation

The fair value of stock option grants is estimated using the Black-Scholes option-pricing model. The Company lacks company-specific historical and implied volatility information. Therefore, it estimated its expected stock volatility based on the historical volatility of a publicly traded set of peer companies in addition to its own historical volatility. For options with service-based vesting conditions, the expected term of the Company's stock options has been determined utilizing the "simplified" method for awards that qualify as "plain-vanilla" options. The risk-free interest rate is determined by reference to the U.S. Treasury yield curve in effect at the time of grant of the award for time periods approximately equal to the expected term of the award. The expected dividend yield is 0% since the Company has never paid cash dividends and does not expect to pay any cash dividends in the foreseeable future.

The assumptions that the Company used to determine the estimated grant-date fair value of stock options granted to employees and directors under the 2020 Plan and the 2022 Inducement Plan were as follows, presented as a weighted average:

	March 31, 2026	March 31, 2025
Risk-free interest rate	3.93%	4.12%
Expected term (in years)	6.08	6.08
Expected volatility	88.29%	78.15%
Expected dividend yield	—	—

Stock Option Activity

The following table summarizes the stock option activity under the 2014 Plan, the 2020 Plan and the 2022 Inducement Plan:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2025	14,429,539	$ 8.89	7.40	$ 235,660
Granted	3,502,128	25.53	—	—
Exercised[1]	(747,767)	5.51	—	—
Forfeited	(134,005)	10.14	—	—
Outstanding as of March 31, 2026	17,049,895	$ 12.45	7.70	$ 91,891
Options vested and exercisable as of March 31, 2026	8,051,649	10.08	6.18	50,615
Options expected to vest as of March 31, 2026	8,998,246	14.56	9.06	41,276

[1] Exercised amount includes 3,984 shares withheld for taxes and net exercise transactions.

Restricted Stock Units

During the three months ended March 31, 2026, the Company granted restricted stock units, or RSUs, to non-executive employees under the 2020 Plan.

The following table summarizes the RSU activity during the three months ended March 31, 2026:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding as of December 31, 2025	—	$ —
Granted	411,845	25.65
Vested	—	—
Forfeited	(9,038)	25.65
Outstanding as of March 31, 2026	402,807	$ 25.65
Shares expected to vest as of March 31, 2026	402,807	25.65

Market-based Stock Options

During the three months ended March 31, 2026, the Company granted stock options with market and service conditions under the 2020 Plan. These awards vest upon the achievement of specified stock price targets, subject to continued service. **The Company estimated the grant-date fair value of these awards using a Monte Carlo simulation model incorporating the following assumptions:**

	March 31, 2026
Risk-free interest rate	4.00%
Expected term (in years)	6.95
Expected volatility	103.54%
Expected dividend yield	—

The following table summarizes the market-based stock options activity during the three months ended March 31, 2026:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)
Outstanding as of December 31, 2025	—	$ —	—
Granted	668,750	25.65	9.85
Exercised	—	—	—
Forfeited	—	—	—
Outstanding and exercisable as of March 31, 2026	668,750	$ 25.65	9.85

The estimated grant date fair value of the market-based options was approximately $13.5 million.

2020 Employee Stock Purchase Plan

In 2020, the Board and the Company's stockholders approved and adopted the ESPP. The ESPP permits eligible employees who elect to participate in an offering under the ESPP to have up to 15% of their eligible earnings withheld, subject to certain limitations, to purchase shares of common stock pursuant to the ESPP. The price of the common stock purchased under the ESPP is equal to the lesser of (i) 85% of the fair market value of a share of the Company's common stock on the first day of an offering; or (ii) 85% of the fair market value of a share of the Company's common stock on the date of purchase. Each offering period is not to exceed 27 months and will include one or more purchase periods (each a "Purchase Period") as approved by the Board in the offering. A total of 430,416 shares of common stock were initially reserved for issuance pursuant to the ESPP. Subsequently, the number of shares of the Company's common stock reserved for issuance under the ESPP automatically increases on January 1 of each year for a period of up to ten years, commencing on January 1, 2021 and continuing through January 1, 2030, in amount equal to the lesser of (i) 1% of the total number of shares of the Company's common stock outstanding on December 31 of the preceding calendar year, (ii) 860,832 shares of common stock, or (iii) a lesser number of shares determined by the Board no later than December 31 of the preceding calendar year.

The ESPP is a compensatory plan as defined by the authoritative guidance for stock-based compensation. The Company uses the Black-Scholes option-pricing model to estimate the fair value of stock offered under the ESPP. Stock-based compensation expense related to the ESPP was $0.3 million and $0.2 million for the three-month periods ended March 31, 2026 and 2025, respectively.

Stock-Based Compensation Expense

Stock-based compensation expense related to awards granted under the 2014 Plan, the 2020 Plan, the ESPP and the 2022 Inducement Plan was classified in the condensed consolidated statements of operations and comprehensive loss as follows (in thousands):

	Three Months Ended March 31,	
	2026	2025
Research and development	$ 6,571	$ 3,301
General and administrative	3,577	1,077
Total	$ 10,148	$ 4,378

8. Net Loss Per Common Share

Net Loss Per Common Share

Basic and diluted net loss per common share was calculated as follows (in thousands, except share and per share amounts):

	Three Months Ended March 31,	
	2026	2025
Numerator:		
Net loss	$ (53,089)	$ (30,389)
Denominator:		
Weighted average shares used to compute net loss per share, basic and diluted [1]	102,800,098	85,426,223
Net loss per share, basic and diluted	$ (0.52)	$ (0.36)

[1] Reflects the weighted average effect of the pre-funded warrants on the calculation of basic and diluted net loss per share.

The potentially dilutive shares that were excluded from the calculation of diluted net loss per share because their effect would have been anti-dilutive for the periods presented are as follows:

	Three Months Ended March 31,	
	2026	2025
Options to purchase common stock	17,049,895	14,636,148
Unvested market-based stock options outstanding	668,750	—
Unvested restricted stock units outstanding	402,807	—
Employee stock purchase plan contingently issuable	76,863	226,160
	18,198,315	14,862,308

9. Leases

The Company leases certain of its facilities under non-cancellable operating leases expiring at various dates into 2027.

On December 15, 2020, the Company entered into a lease agreement with Tennieh LLC to lease approximately 9,800 square feet of office and lab space in San Francisco, California (the “Laboratory Lease Agreement”). The Laboratory Lease Agreement was for a period of five years commencing approximately February 1, 2021 and ending January 31, 2026. In April 2025, the Company exercised its option to extend the lease term by an additional year, resulting in a revised expiration date of January 31, 2027. The modification was accounted under ASC 842, resulting in a remeasurement of the lease liability and a corresponding $0.8 million increase to the ROU asset. The incremental borrowing rate was also updated as part of the remeasurement. According to the terms of the Laboratory Lease Agreement, the Company paid a $0.4 million security deposit and is required to pay monthly rent and common area charges. No additional security deposit was paid in connection with the amendment.

On August 17, 2023, the Company entered into a sublease agreement with Dropbox, Inc. to sublease approximately 6,713 square feet of office space in San Francisco, California (the “Dropbox Sublease Agreement”). The Dropbox Sublease Agreement was for a period of two years commencing on September 5, 2023 and ending December 31, 2025. In June 2025, the Company entered into a First Amendment to the Dropbox Sublease Agreement and exercised its option to extend the lease term by an additional year, resulting in a revised expiration date of December 31, 2026. The modification was accounted under ASC 842, resulting in a remeasurement of the lease liability and a corresponding $0.1 million increase to the ROU asset. The incremental borrowing rate was also updated as part of the remeasurement. In January 2026, the Company entered into a Second Amendment to the Dropbox Sublease Agreement, which did not have a material economic impact on the existing lease.

On August 23, 2023, the Company entered into a lease agreement with The Cambridge Redevelopment Authority to lease approximately 4,020 square feet of office space in Cambridge, Massachusetts (the “Cambridge Lease Agreement”). The Cambridge Lease Agreement is for a period of three years commencing on September 15, 2023 and ending September 14, 2026. According to the terms of the Cambridge Lease Agreement, the Company paid a less than $0.1 million security deposit and is required to pay monthly rent and common area charges. The lease was accounted for under Topic 842 and the Company recorded ROU asset and lease liability of $0.7 million and $0.7 million, respectively, at inception of the lease. In January 2026, the Company entered into a First Amendment to the Cambridge Lease Agreement, which extended the lease term by six months, from September 15, 2026 through March 14, 2027, and granted the Company an early termination option. The First Amendment was accounted for as a lease modification under ASC 842. The related operating lease liability and ROU asset were remeasured using an updated incremental borrowing rate as of the modification date, resulting in an increase of less than $0.1 million to the lease liability and a corresponding increase to the ROU asset.

On April 27, 2026, the Company entered into a lease agreement with KR Oyster Point II, LLC to lease an aggregate of approximately 38,176 square feet of office and laboratory space to serve as the Company's new corporate headquarters (the “Oyster Point Lease Agreement”), consisting of approximately 25,048 square feet on the fourth floor (“Phase I”) and approximately 13,128 square feet on the fifth floor (“Phase II”). The Oyster Point Lease Agreement has an initial term of seven years, with Phase I expected to commence on or about September 15, 2026 and Phase II expected to commence on or about December 1, 2026, in each case upon the earlier of the Company’s first use of the applicable space or the landlord’s delivery of possession of such space in the condition required under the lease. Aggregate base rent over the initial term, net of rent abatement, is approximately $18.5 million, consisting of approximately $12.4 million related to Phase I and approximately $6.1 million related to Phase II. The Company is also required to provide a cash security deposit of approximately $0.4 million and to pay its pro rata share of operating expenses, taxes, assessments and fees. The Oyster Point Lease Agreement provides the Company with a one-time option to terminate the lease at the end of the 60th full calendar month of the initial term, subject to, among other requirements, payment of a termination fee of approximately $1.7 million. The Company also has an option to extend the lease term for one additional five-year period and a right of first offer to lease certain additional space. The Company will account for the Oyster Point Lease Agreement under ASC 842 at the respective lease commencement dates. As of

March 31, 2026, the lease had not commenced and, accordingly, no right-of-use asset or lease liability had been recognized.

The following table summarizes total lease expense during the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Straight-line operating lease expense	$ 301	$ 288
Variable lease expense	108	93
Total operating lease expense	$ 409	$ 381

The following table summarizes supplemental cash flow information during the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Cash paid for amounts included in measurement of lease liabilities:		
Operating cash flows from operating leases	$ 313	$ 309
Supplemental noncash information on lease liability arising from obtaining a right-use-asset	$ 55	$ —

The following table summarizes the Company's future minimum lease payments and reconciliation of lease liabilities as of March 31, 2026 (in thousands):

Years Ending	
2026 (from April 2026)	$ 915
2027	69
Total future minimum lease payments	984
Less: Interest	(28)
Total lease liabilities at present value	956
Lease liabilities, current	956
Lease liabilities, non-current	$ —

The following table summarizes the lease term and discount rate as of March 31, 2026 and 2025:

	Three Months Ended March 31,	
	2026	2025
Weighted-average remaining lease term (years)	0.80	1.04
Weighted-average discount rate	9.00%	9.00%

10. Commitments and Contingencies

Agreements with Novartis

2024 Clinical Trial Collaboration and Supply Agreement with Novartis

On November 29, 2024, the Company entered into a Clinical Trial Collaboration and Supply Agreement (the "2024 Novartis Agreement") with Novartis Pharma AG (collectively, with affiliated entities, "Novartis"). Pursuant to the 2024 Novartis Agreement, Novartis is providing the Company with ribociclib drug supply for the Company's ongoing Phase 3 OPERA-02 trial of palazestrant in combination with ribociclib in ER+/HER2- frontline advanced or metastatic breast cancer (the "OPERA-02 trial").

Under the 2024 Novartis Agreement, the Company supplies (including manufacturing, packaging and labeling) palazestrant and letrozole for the OPERA-02 trial. Novartis manufactures and supplies (including primary packaging) the Company with a specified amount of ribociclib, which amount is expected to be sufficient for the OPERA-02 trial. The parties have granted each other a non-exclusive, royalty-free license under certain of the parties' respective background patent rights and other technology to use the parties' respective study drugs in research and development, solely to the extent reasonably needed for the other party's activities in the collaboration. Any inventions developed in the performance of the clinical studies for the combined therapies (other than those specific to each component study drug) are jointly owned by the parties. Except as otherwise specified below, the 2024 Novartis Agreement does not grant any right of first negotiation to participate in future clinical trials, and each party retains all rights and ability to evaluate their respective compounds in any studies or clinical trials, either as a monotherapy or in combination with any other product or compound, in any therapeutic area. The parties retain their independent rights to commercialize their respective therapies both alone and with third parties.

The Company granted Novartis a right of first negotiation with respect to (a) the grant to any person or entity any right, license or sublicense to exploit palazestrant, in any field or territory, other than to third party service providers, or (b) the sale or other transfer to any person or entity of palazestrant and any related assets (each referred to herein as an "Olema Compound Transaction"). If the Company desires to or does, at any time, (a) solicit or entertain any third party proposal or indication of interest with respect to an Olema Compound Transaction, or (b) negotiate (including in response to any proposal or indication of interest received by the Company), enter into or perform under, in each case, any written definitive agreement with a third party with respect to or that contemplates an Olema Compound Transaction, then the Company must provide written notice to Novartis regarding such Olema Compound Transaction, along with certain other specified information. Novartis will have 30 days after receipt of such notice to elect to enter into exclusive good faith negotiations with respect to such Olema Compound Transaction for a period of up to 120 days.

If the Company's board of directors (or a duly authorized board committee) determines that the Company should pursue or explore a change of control of the Company or sale of all or substantially all of its assets (an "Olema Change of Control"), other than in response to an unsolicited bona fide acquisition proposal (a "Proposed Sale"), the Company must promptly notify Novartis of such determination. In the event Novartis elects to engage in negotiations with the Company in respect of such Proposed Sale, then from the date such notice is given until 45 days after the later of (a) the date on which the foregoing notice is given to Novartis, (b) the date on which Novartis is given notice that a data room has been populated as required by the 2024 Novartis Agreement, and (c) entry by the Company and Novartis into a customary nondisclosure agreement, Novartis will have the exclusive right (but no obligation) to conduct due diligence on the Company and its business and negotiate with the Company and its representatives the definitive terms and conditions of the Proposed Sale.

If the Company or its affiliates receive an unsolicited bona fide acquisition proposal from a third party, the Company must promptly notify its board of directors (or a duly authorized board committee) of the receipt thereof and request that they consider the merits of such acquisition proposal. If, after such consideration, the Company's board of directors (or authorized committee) authorizes the Company to engage in negotiations with regard to such acquisition proposal, then the Company must notify Novartis in writing within 24 hours of receipt of such authorization. To the extent possible in light of any confidentiality obligations, such notice must include a summary of the key structural, non-financial terms of such acquisition proposal.

In the event of an Olema Compound Transaction or Olema Change of Control involving a third party other than Novartis (the first to occur, a "Repayment Trigger Event"), the Company must promptly pay, or procure the payment of, the Repayment Amount (as defined below) to Novartis. Notwithstanding the foregoing, if the 2024 Novartis Agreement is terminated as a result of certain patient safety issues, lack of product efficacy, regulatory issues or clinical hold issues prior to the consummation of the Olema Compound Transaction or Olema Change of Control, then the Company shall not be obligated to pay the Repayment Amount unless (a) the Olema Change of Control or Olema Compound Transaction occurs after such termination and (b) prior to the fifth anniversary of such Olema Change of Control or Olema Compound Transaction (as applicable), the Company or its affiliates (or the applicable acquirer, successor, licensee or optionholder of the Company or its affiliates) enrolls a subject in any clinical study involving the combination of palazestrant and ribociclib (the "Olema Combination") or submits any filing with any regulatory authority relating to the Olema Combination. The "Repayment Amount" is the proportion of approximately $275 million that is represented by the number of units

of ribociclib actually supplied to the Company under the 2024 Novartis Agreement as of immediately prior to the Repayment Trigger Event as compared to the total number of units that could be supplied under the 2024 Novartis Agreement.

The foregoing rights of first negotiation, first offer and notice and repayment obligations remain in effect until the first to occur of: (a) the date that is 120 days after filing of the New Drug Application for the Olema Combination, (b) one year after any expiration or termination of the 2024 Novartis Agreement, and (c) such time as the 2024 Novartis Agreement is terminated by the Company due to Novartis' material breach. However, in the event the 2024 Novartis Agreement is terminated due to certain patient safety issues, lack of product efficacy, regulatory issues or clinical hold issues prior to the consummation of an Olema Change of Control or Olema Compound Transaction, then the Repayment Obligation shall survive until the fifth anniversary of such Olema Change of Control or Olema Compound Transaction (as applicable) or, if payment of the Repayment Amount is required, until the next business day after the Repayment Amount has been received by Novartis.

The 2024 Novartis Agreement will terminate on the fifth anniversary of the date on which the first dose of palazestrant is administered to the first study subject. Either party may terminate the 2024 Novartis Agreement for the uncured material breach or insolvency of the other party, for failure to comply with certain anti-corruption obligations, in the event of a change of control of the other party, if it reasonably deems it necessary in order to protect the safety, health or welfare of subjects enrolled in the clinical studies for the combined therapies due to the existence of a material safety issue, if the parties jointly decide that the Olema Combination is not achieving sufficiently superior levels of efficacy, if any regulatory authority action prevents a party (or the letrozole supplier) from supplying its product, in the event of an unresolved force majeure event, or in certain circumstances for an unresolved clinical hold with respect to ribociclib, palazestrant or letrozole (or the combination of ribociclib and palazestrant or ribociclib and letrozole). In addition, Novartis may terminate the 2024 Novartis Agreement if the Company had failed to commence the OPERA-02 trial on or prior to March 31, 2026 or if the Company consummates an Olema Compound Transaction, and the Company may terminate the 2024 Novartis Agreement if the Company terminates the OPERA-02 trial other than due to a material safety issue, efficacy issue, regulatory action or upon a clinical hold.

Costs incurred in connection with the 2024 Novartis Agreement are included in research and development expenses in the accompanying condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2026 and 2025.

2020 Clinical Collaboration and Supply Agreement with Novartis

On July 22, 2020, the Company entered into a non-exclusive clinical collaboration and supply agreement with Novartis. On January 13, 2022, the Company entered into an amended and restated clinical collaboration and supply agreement with Novartis, and on October 9, 2023, the Company and Novartis entered into the amendment no. 1 (the "Novartis Amendment") to the amended and restated clinical collaboration and supply agreement (as amended, the "2020 Novartis Agreement"). The collaboration is focused on the evaluation of the safety, tolerability and efficacy of palazestrant in combination with Novartis' proprietary CDK4/6 inhibitor KISQALI® (ribociclib) and/or Novartis' proprietary phosphatidylinositol 3-kinase ("PI3Ka") Inhibitor PIQRAY® (alpelisib) (collectively the "Novartis Study Drugs") as part of the Company's Phase 1b/2 study of palazestrant in patients with metastatic estrogen receptor-positive breast cancer. The Novartis Amendment, among other things, expanded the Company's clinical collaboration with Novartis, increasing the size of the ongoing Phase 1/2 study testing palazestrant in combination with ribociclib to approximately 60 patients. The Company will be responsible for the conduct of the clinical trials for the combined therapies in accordance with a mutually agreed development plan. As part of the collaboration, the parties granted to each other a non-exclusive, royalty-free license under certain of the parties' respective background patent rights and other technology to use the parties' respective study drugs in research and development, solely to the extent reasonably needed for the other party's activities in the collaboration. All inventions and data developed in the performance of the clinical trials for the combined therapies (other than those specific to each component study drug), will be jointly owned by the parties.

The Company is responsible for manufacturing, packaging and labeling palazestrant, and for packaging and labeling all drugs used in the clinical trials for the combined therapies (other than the Novartis Study Drugs). Novartis is responsible for manufacturing and delivering to the Company the Novartis Study Drugs in such quantities as reasonably needed for the clinical trials for the combined therapies. In accordance with an agreed budget, subject to certain thresholds, Novartis will reimburse the Company for a majority of the direct outside costs that the Company incurs related to conducting the activities under the agreed development plan in conducting the clinical trials for the combined therapies.

The 2020 Novartis Agreement will terminate upon completion of all activities outlined in the development plan and the relevant protocols. Either party may terminate the 2020 Novartis Agreement for the uncured material breach or insolvency of the other party, if it reasonably deems it necessary in order to protect the safety, health or welfare of subjects enrolled in the clinical trials for the combined therapies due to the existence of a material safety issue, or in certain circumstances for an unresolved clinical hold with respect to either the Novartis Study Drugs or palazestrant. In addition, Novartis may terminate the 2020 Novartis Agreement if certain disputes between the parties are not resolved after following the applicable dispute resolution procedures, and the Company may terminate the 2020 Novartis Agreement in the event the Company terminates all clinical trials of the combined therapies other than due to a material safety issue or upon a clinical hold.

Costs associated with research activities performed under the 2020 Novartis Agreement are included in research and development expenses in the accompanying condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2026 and 2025, with any reimbursable costs from Novartis reflected as a reduction of such expenses. The Company had previously incurred the full agreed-upon reimbursement amount.

Agreements with Pfizer

2025 Clinical Trial Collaboration and Supply Agreement with Pfizer

In September 2025, the Company announced that it entered into a non-exclusive clinical trial collaboration and supply agreement with Pfizer Inc. (“Pfizer”) (the “2025 Pfizer Agreement”), to evaluate the safety and tolerability of palazestrant in combination with Pfizer’s proprietary investigative selective CDK4 inhibitor atirmociclib in patients with metastatic ER+, HER2- breast cancer in a Phase 1b/2 clinical trial. Under the terms of the 2025 Pfizer Agreement, the Company is responsible for conducting the clinical trial for the combined therapies and Pfizer is responsible for supplying atirmociclib to the Company at no cost to the Company. As part of the collaboration, the parties granted to each other a non-exclusive, royalty-free license under certain of the parties’ respective patent rights in the combination of atirmociclib and palazestrant to use the parties’ respective study drugs in research and development, solely to the extent reasonably needed for the other party’s activities in the collaboration. All inventions and data developed in the performance of the clinical trials for the combined therapies (other than those specific to each component study drug), will be jointly owned by the parties.

The Company is responsible for manufacturing, packaging and labeling palazestrant, and for packaging and labeling all drugs used in the clinical trials for the combined therapies. Pfizer is responsible for manufacturing and delivering to us atirmociclib in such quantities as reasonably needed for the clinical trials for the combined therapies.

The 2025 Pfizer Agreement will terminate upon completion of all activities outlined in the study plan and the relevant protocols. Either party may terminate the 2025 Pfizer Agreement for the uncured material breach of the other party, if it reasonably deems it necessary in order to protect the safety, health or welfare of subjects enrolled in the clinical trials for the combined therapies due to the existence of a material safety issue, or in certain circumstances for an unresolved clinical hold with respect to either atirmociclib or palazestrant. In addition, Pfizer may terminate the 2025 Pfizer Agreement if Pfizer reasonably and in good faith believes that atirmociclib is being used in an unsafe manner, and either party may terminate the 2025 Pfizer Agreement if either party determines to discontinue clinical development for medical, scientific, legal or other reasons.

The 2025 Pfizer Agreement does not grant any right of first negotiation to participate in future clinical trials, and each of the parties retains all rights and ability to evaluate their respective compounds. Costs incurred in

connection with the 2025 Pfizer Agreement are included in research and development expenses in the accompanying condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2026.

2020 Clinical Trial Agreement with Pfizer

In November 2020, the Company entered into a non-exclusive clinical trial agreement with Pfizer (the "Pfizer Agreement"), to evaluate the safety and tolerability of palazestrant in combination with Pfizer's proprietary CDK4/6 inhibitor IBRANCE® (palbociclib) in patients with recurrent, locally advanced or metastatic ER+, HER2 breast cancer in a clinical trial. Under the terms of the non-exclusive agreement, the Company will be responsible for conducting the clinical trial for the combined therapies and Pfizer is responsible for supplying IBRANCE® to the Company at no cost to the Company. As part of the collaboration, the parties granted to each other a non-exclusive, royalty-free license under certain of the parties' respective patent rights in the combination of IBRANCE® and palazestrant to use the parties' respective study drugs in research and development, solely to the extent reasonably needed for the other party's activities in the collaboration. All inventions and data developed in the performance of the clinical trials for the combined therapies (other than those specific to each component study drug), will be jointly owned by the parties.

The Company is responsible for manufacturing, packaging and labeling palazestrant, and for packaging and labeling all drugs used in the clinical trials for the combined therapies (other than IBRANCE®). Pfizer is responsible for manufacturing and delivering to us IBRANCE® in such quantities as reasonably needed for the clinical trials for the combined therapies.

The Pfizer Agreement will terminate upon completion of all activities outlined in the study plan and the relevant protocols. Either party may terminate the Pfizer Agreement for the uncured material breach of the other party, if it reasonably deems it necessary in order to protect the safety, health or welfare of subjects enrolled in the clinical trials for the combined therapies due to the existence of a material safety issue, or in certain circumstances for an unresolved clinical hold with respect to either IBRANCE® or palazestrant. In addition, either party may terminate the Pfizer Agreement if certain disputes between the parties are not resolved after following the applicable dispute resolution procedures or if either party determines to discontinue clinical development for medical, scientific, legal or other reasons.

The Pfizer Agreement does not grant any right of first negotiation to participate in future clinical trials, and each of the parties retains all rights and ability to evaluate their respective compounds. Costs incurred in connection with the Pfizer Agreement are included in research and development expenses in the accompanying condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2026 and 2025.

License Agreement with Aurigene

In June 2022, the Company entered into an exclusive global license agreement with Aurigene Discovery Technologies Limited ("Aurigene") to research, develop and commercialize novel small molecule inhibitors of an undisclosed oncology target ("the Aurigene Agreement").

Under the terms of the Aurigene Agreement, Aurigene provided to the Company an exclusive license to its portfolio of novel small molecule inhibitors of the target. Financial terms of the Aurigene Agreement include a $8.0 million upfront payment for rights to a pre-existing Aurigene program and potential future milestone payments of up to $60.0 million in clinical development and regulatory milestones, and up to $370.0 million in commercial milestones. Aurigene is also eligible to receive royalties on product sales, if any, ranging from mid-single digits to the low double digits as a percentage of such sales. During the research term, the Company contributes funding to Aurigene to facilitate Aurigene's ongoing discovery efforts. The Company and Aurigene jointly direct further preclinical work and, if successful, the Company will lead clinical development as well as regulatory and commercial activities. The Company and Aurigene jointly own collaboration compounds and rights to any inventions made during the research term.

The term of the Aurigene Agreement will continue until the expiration of the last-to-expire of all payment obligations with respect to all licensed products thereunder, unless terminated earlier in accordance with the terms of the Aurigene Agreement. The Aurigene Agreement may be terminated (a) by the Company for convenience, in its sole discretion, upon prior written notice to Aurigene, (b) by either the Company or Aurigene in connection with the other party's uncured material breach or (c) by either the Company or Aurigene in connection with the insolvency of the other party.

Costs incurred and milestones payments due to Aurigene prior to regulatory approval are recognized as research and development expenses in the period incurred. Payments due to Aurigene upon or subsequent to regulatory approval will be accrued as a provision to cost of sales in the period when achievement of respective milestone target is probable. As of March 31, 2026, the Company has incurred $23 million in upfront and clinical development milestone payments under the Aurigene Agreement.

Management Services Agreements

The Company conducts research and development programs internally and through third parties that include, among others, arrangements with vendors, consultants, CMOs, and CROs. The Company has contractual arrangements in the normal course of business with these parties, however, the contracts with these parties are cancelable generally on reasonable notice within one year and the Company's obligations under these contracts are primarily based on services performed through termination dates plus certain cancelation charges, if any, as defined in each of the respective agreements. In addition, these agreements may, from time to time, be subjected to amendments as a result of any change orders executed by the parties. As of March 31, 2026, the Company did not have material contractual commitments with respect to these arrangements.

Contingencies

From time to time, the Company may have certain contingent liabilities that arise in the ordinary course of business. The Company accrues a liability for such matters when it is probable that future expenditures will be made, and such expenditures can be reasonably estimated. For all periods presented, the Company was not a party to any pending material litigation or other material legal proceedings.

Indemnification Agreements

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, business partners and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its Board and executive officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. As of March 31, 2026, the Company had not incurred any material costs as a result of such indemnifications.

11. Long-term Borrowing

On September 5, 2023, the Company entered into the Original Loan Agreement by and between the Company and the Bank. The Original Loan Agreement provided for a four-year senior secured credit facility in an aggregate principal amount of up to $50.0 million (the "Original Credit Facility"), of which $25.0 million became available upon the closing of a private placement and the issuance of our common stock to selected institutional and accredited investors pursuant to a securities purchase agreement in September 2023 ("Term Loan A"), and the remaining $25.0 million could have been made available upon approval of the Bank in its discretion. The Original Credit Facility was scheduled to mature on August 1, 2027 (the "Original Maturity Date").

On June 28, 2024, the Company entered into the First Amendment, which, among other things, (i) increased the aggregate principal amount of the Original Credit Facility from up to $50.0 million to up to $100.0 million

(the "Credit Facility"), of which the Term Loan A of $25.0 million was immediately available, an additional $25.0 million became available upon the Company achieving certain milestones related to the execution of a first line pivotal Phase 3 clinical trial of palazestrant in combination with ribociclib ("Term Loan B"), and an additional $50.0 million which may be made available upon the approval of the Bank in its discretion ("Term Loan C"), and (ii) extended the Original Maturity Date to July 1, 2028.

On June 27, 2025, the Company entered into the Second Amendment, which, among other things, (i) decreased the interest rate to a floating rate equal to the greater of 6.0% or the prime rate, and (ii) extended the draw period of the Term Loan A to January 15, 2026.

On January 11, 2026, the Company entered into the Third Amendment, which among other things, (i) extended the draw period of Term Loan A to January 31, 2027, (ii) extended the draw period of Term Loan B to January 31, 2027, (iii) extended the draw period of Term Loan C to January 31, 2027, and (iv) extended the maturity date to January 1, 2029 ("Maturity Date"). Based on the occurrence of specified (a) development milestones related to the pivotal Phase 3 OPERA-01 clinical trial of palazestrant or (b) receipt of proceeds from capital financing, the draw period of Term Loan B and Term Loan C may be further extended to July 31, 2027, and the Maturity Date may be further extended to July 1, 2029.

The obligations under the Loan Agreement are secured by substantially all of the assets of the Company, subject to limited exceptions.

During the term of the Credit Facility, interest will accrue on any outstanding balance due under the Credit Facility at a floating rate per annum equal to the greater of (i) 6.0% and (ii) the prime rate. During an event of default, any outstanding amount under the Credit Facility will bear interest at a rate of 3.0% in excess of the otherwise applicable rate of interest. The Company will pay certain fees with respect to the Credit Facility, including a prepayment fee on any amount advanced under the Credit Facility to the extent paid prior to the Maturity Date, a final payment fee on the amount advanced under the Credit Facility.

The Loan Agreement contains customary events of default, including, but not limited to, nonpayment of principal, interest, fees or other amounts; material inaccuracy of a representation or warranty; failure to perform or observe covenants; cross-defaults with certain other indebtedness; bankruptcy and insolvency events; material monetary judgment defaults; material adverse change occurs; delisting; and a material impairment in the Bank’s security interest. Upon the occurrence of an event of default (subject, in certain cases, to notice and grace periods), obligations under the Loan Agreement may be accelerated.

The Loan Agreement also contains a number of customary representations, warranties and covenants that, among other things, limit the ability of the Company to (subject to certain qualifications and exceptions): create liens and encumbrances; incur additional indebtedness; merge, dissolve, liquidate or consolidate; make acquisitions, investments, advances or loans; dispose of or transfer assets; pay dividends or make other payments in respect of its capital stock; amend certain material documents; redeem or repurchase certain debt; make payments on subordinated debt; and engage in certain transactions with affiliates.

As of March 31, 2026, the Company had drawn $3.0 million from the Credit Facility which was recorded at cost and presented as long-term borrowing on the consolidated balance sheet. The interest expense was less than $0.1 million for the period ended March 31, 2026, which was included in other income on the condensed consolidated statement of operations and comprehensive loss. As of March 31, 2026, the carrying amount of the borrowing approximated fair value, as the interest rate is variable and resets periodically based on market rates.

12. Pre-Funded Warrants

The Company accounts for the pre-funded warrants as a freestanding equity-linked financial instrument that met the criteria for equity classification pursuant to ASC 480 and ASC 815. Accordingly, the Company recorded the pre-funded warrants as a component of stockholders' equity within additional paid-in capital. During the

three months ended March 31, 2026, partial pre-funded warrants were exercised in exchange for 3.5 million shares of the Company's common shares. The following table summarizes the pre-funded warrants issued and outstanding as of March 31, 2026:

Issued Year	Expiration Date	Exercise Price	Number of Warrants Outstanding
2024 (Private Placement)	None	$ 0.0001	4,104,163
2024 (Warrant Exchange Agreement)	None	0.0001	3,420,000
2025 (Warrant Exchange Agreement)	None	0.0001	6,070,000
			13,594,163

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

You should read the following discussion and analysis of our financial condition and results of operations together with the unaudited condensed consolidated financial statements and related notes that are included elsewhere in this Quarterly Report on Form 10-Q, or Quarterly Report, and the audited financial statements and related notes that are included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the U.S. Securities and Exchange Commission, or the SEC, on March 16, 2026, or our Annual Report.

This Quarterly Report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Forward-looking statements are identified by words such as "believe," "will," "may," "estimate," "continue," "anticipate," "intend," "should," "plan," "expect," "predict," "could," "potentially" or the negative of these terms or similar expressions. You should read these statements carefully because they discuss future expectations, contain projections of future results of operations or financial condition, or state other "forward-looking" information. These statements relate to our future plans, objectives, expectations, intentions and financial performance and the assumptions that underlie these statements. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those anticipated in the forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in this report in Part II, Item 1A — "Risk Factors," and elsewhere in this report. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to our management. These statements, like all statements in this report, speak only as of their date, and we undertake no obligation to update or revise these statements in light of future developments. We caution investors that our business and financial performance are subject to substantial risks and uncertainties. In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject, and these statements are based on information available to us as of the date of this Quarterly Report. While we believe that such information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into or review of all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

Overview

Olema is a clinical-stage biopharmaceutical company focused on the discovery, development, and commercialization of next-generation targeted therapies for breast cancer and beyond. We are advancing our pipeline of novel therapies by leveraging our deep understanding of endocrine-driven cancers, nuclear receptors, and mechanisms of acquired resistance.

Our lead product candidate, palazestrant, is a novel, orally-available small molecule with dual activity as both a complete estrogen receptor (ER) antagonist (CERAN) and selective ER degrader (SERD), currently being investigated in patients with recurrent, locally advanced or metastatic ER positive (ER+), human epidermal growth factor receptor 2 negative (HER2-) breast cancer. In pre-clinical models, palazestrant binds and completely blocks ER-driven transcriptional activity in both wild-type and mutant forms of ER+ metastatic breast cancer (MBC). In clinical studies across more than 400 patients, palazestrant has demonstrated strong anti-tumor activity, attractive pharmacokinetics and prolonged drug exposure, favorable tolerability, and combinability with cyclin dependent kinase 4/6 (CDK4/6) inhibitors with no significant drug-drug interaction. Based on the clinical results we have achieved to date, we are advancing palazestrant through late-stage clinical development both as a monotherapy and in combination with other targeted agents.

In November 2023, we initiated OPERA-01, our pivotal Phase 3 clinical trial of palazestrant as a monotherapy in second/third-line ER+/HER2- MBC. We anticipate top-line results for this trial in the fall of 2026, expect to submit the new drug application (NDA) in 2027, and, if successful, anticipate potential U.S. Food and Drug Administration (FDA) approval and commercial launch in late 2027.

In addition, we are investigating palazestrant in multiple Phase 1/2 studies in combination with CDK4/6 inhibitors (palbociclib or ribociclib), a phosphatidylinositol-3-kinase alpha (PI3Ka) inhibitor (alpelisib), with an mTOR inhibitor (everolimus), and a CDK4 inhibitor (atirmociclib). In October 2025, at the European Society for

Medical Oncology, we presented updated results from the ongoing Phase 1b/2 clinical trial of palazestrant in combination with ribociclib in patients with ER+/HER2- advanced or MBC. This data further support our thesis that palazestrant possesses key characteristics to make it a potential backbone endocrine therapy of preference for ER+/HER2- breast cancer, while also supporting the ongoing pivotal Phase 3 clinical trial of palazestrant in combination with ribociclib in front-line ER+/HER2- MBC, called OPERA-02. The execution of OPERA-02 is supported by our clinical trial collaboration and supply agreement with Novartis Pharma AG (Novartis), which was also announced in December 2024. Under the terms of the agreement, Novartis is providing Olema with ribociclib drug supply for the OPERA-02 trial, which we initiated in 2025. We anticipate top-line data from this trial in 2028 and, if successful, anticipate potential FDA approval and commercial launch in the frontline MBC setting in the United States in 2029.

Our second product candidate in clinical development, called OP-3136, is a novel, orally-available small molecule that potently and selectively inhibits KAT6, an epigenetic target that is dysregulated in breast and other cancers. The Investigational New Drug (IND) application for OP-3136 was cleared by the FDA in late 2024 and the Phase 1 study is enrolling patients. In April 2025, we presented preclinical data at the AACR Annual Meeting demonstrating the anti-tumor activity of OP-3136 in prostate, ovarian, and non-small cell lung cancer models. In April 2026, at the AACR Annual Meeting, we presented preclinical data demonstrating that OP-3136, in combination with palazestrant, exhibited synergistic anti-tumor activity in ER+/HER2- breast cancer models driven by suppression of cell-cycle and estrogen receptor-driven oncogenic signaling. We expect to present initial clinical results from the OP-3136 Phase 1 study at the 2026 American Society of Clinical Oncology Annual Meeting in May.

Since our inception, we have devoted substantially all of our resources to organizing and staffing our company, research and development activities, business planning, raising capital, establishing and maintaining our intellectual property portfolio, conducting non-clinical studies and clinical trials and providing general and administrative support for these operations.

We do not have any product candidates approved for commercial sale, and we have not generated any revenue from product sales. Our ability to generate product revenue sufficient to achieve profitability, if ever, will depend on the successful development and eventual commercialization of one or more of our product candidates, which we expect, if it ever occurs, will take a number of years. We also do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely, and expect to continue to rely, on third parties for the manufacture of our product candidates for non-clinical and clinical testing, as well as for commercial manufacturing if any of our product candidates obtain marketing approval. We believe that this strategy allows us to maintain a more efficient infrastructure by eliminating the need for us to invest in our own manufacturing facilities, equipment and personnel while also enabling us to focus our expertise and resources on the development of our product candidates.

We have incurred significant operating losses since the commencement of our operations. Our net losses were $53.1 million and $30.4 million for the three months ended March 31, 2026 and 2025, respectively. We expect to incur significant and increasing losses for the foreseeable future as we continue to advance our product candidates, make potential milestone payments to our licensors, and as we continue to operate as a public company. Our net losses may fluctuate significantly from period to period, depending on the timing of expenditures on our research and development activities. As of March 31, 2026, we had an accumulated deficit of $650.6 million. Our primary use of cash is to fund operating expenses, which consist primarily of research and development expenditures and general and administrative expenditures. Cash used to fund operating expenses is impacted by the timing of when we pay these expenses, as reflected in the change in our outstanding accounts payable and other current liabilities.

We expect to continue to incur net operating losses for at least the next several years, and we expect our research and development expenses, general and administrative expenses, and capital expenditures will continue to increase. We expect our expenses and capital requirements will increase significantly in connection with our ongoing activities as we:

- continue our ongoing and planned research and development of our lead product candidate, palazestrant, for the treatment of ER+/HER2- breast cancer;

- continue to enroll patients in the Phase 1 study for OP-3136 and any additional product candidates that we may pursue in the future;
- seek to discover and develop additional product candidates and further expand our clinical product pipeline;
- seek regulatory approvals for any product candidates that successfully complete clinical trials;
- continue to scale up external manufacturing capacity with the aim of securing sufficient quantities to meet our capacity requirements for clinical trials and potential commercialization;
- establish a sales, marketing and distribution infrastructure to commercialize any approved product candidates and related additional commercial manufacturing costs;
- develop, maintain, expand, protect and enforce our intellectual property portfolio, including patents, trade secrets and know how;
- acquire or in-license other product candidates and technologies;
- attract, hire and retain additional clinical, scientific, quality control, and manufacturing management and administrative personnel;
- add clinical, operational, financial and management information systems and personnel, including personnel to support our product development and planned future commercialization efforts;
- expand our operations in the United States and in other geographies; and
- incur additional legal, accounting, investor relations and other expenses associated with operating as a public company.

Our net losses may fluctuate significantly from quarter-to-quarter and year-to-year, depending on the timing of our clinical trials, potential milestone payments to our licensors, and our expenditures on other research and development activities.

We will require substantial additional funding to develop our product candidates and support our continuing operations beyond our current operating plans. Until such time that we can generate significant revenue from product sales or other sources, if ever, we expect to finance our operations through the sale of equity, debt financings or other capital sources, which could include income from collaborations, strategic partnerships or marketing, distribution, licensing or other strategic arrangements with third parties, or from grants. We may be unable to raise additional funds or to enter into such agreements or arrangements on favorable terms, or at all. Our ability to raise additional funds may be adversely impacted by potential worsening global economic conditions, geopolitical uncertainty, and volatility in, the credit and financial markets in the United States and worldwide resulting from geopolitical and macroeconomic conditions. Our failure to obtain sufficient funds on acceptable terms when needed could have a material adverse effect on our business, results of operations or financial condition, including requiring us to have to delay, reduce or eliminate our product development or future commercialization efforts. Insufficient liquidity may also require us to relinquish rights to product candidates at an earlier stage of development or on less favorable terms than we would otherwise choose. The amount and timing of our future funding requirements will depend on many factors, including the pace and results of our development efforts. We cannot provide assurance that we will ever be profitable or generate revenue or positive cash flow from operating activities.

Global economic and business activities continue to face widespread uncertainty due to the geopolitical and macroeconomic environment, generally, including economic and geopolitical uncertainty, market volatility, labor shortages, evolving trade and tariffs policies, including related legal challenges, trade tensions, and retaliatory measures by other countries, supply chain disruptions, military conflicts, as well as any related political or economic responses or counter-responses by various global actors, inflationary pressures, monetary supply shifts, increased recession risk, and related financial instability. The extent of the impact of these factors on our

operational and financial performance, including our ability to execute our business strategies and initiatives in the expected time frame, will depend on future developments, which are uncertain and cannot be predicted. Any continued or renewed disruption resulting from these factors could negatively impact our business. We continue to monitor the impact of these geopolitical and macroeconomic factors on our results of operations, financial condition and cash flows.

Components of our results of operations

Revenue

To date, we have not generated any revenue from product sales and do not expect to generate any revenue from the sale of products for the foreseeable future.

Operating expenses

Research and development

Research and development expenses account for a significant portion of our operating expenses and consist primarily of external and internal expenses incurred in connection with the discovery and development of our product candidates. To date, our research and development expenses have related primarily to discovery efforts and non-clinical and clinical development of our lead product candidate, palazestrant, as well as OP-3136. Research and development expenses are recognized as incurred and payments made prior to the receipt of goods or services to be used in research and development are capitalized until the goods or services are received.

External expenses include:

- expenses incurred in connection with the discovery efforts and non-clinical and clinical development of our product candidates, including under agreements with third parties, such as consultants and contract research organizations (CROs);
- costs of manufacturing products for use in our non-clinical studies and clinical trials, including payments to contract manufacturing organizations (CMOs), and consultants;
- costs of funding research performed by third parties;
- costs of purchasing lab supplies and non-capital equipment used in designing, developing and manufacturing non-clinical study and clinical trial materials;
- costs associated with consultants for chemistry, manufacturing and controls development, regulatory, statistics and other services;
- expenses related to regulatory activities, including filing fees paid to regulatory agencies; and
- allocated facility-related costs, which include rent, depreciation and maintenance expenses, and other operating costs.

Internal expenses include employee and personnel-related costs and expenses, including salaries, benefits and stock-based compensation expense for employees and personnel engaged in research and development functions.

We expense research and development expenses in the periods in which they are incurred. Costs for certain activities, such as manufacturing, non-clinical studies, and clinical trials, are generally recognized based on an evaluation of the progress to completion of specific tasks using information and data provided to us by our vendors and collaborators.

We typically use our employee, consultant, and infrastructure resources across our development programs. We track outsourced development costs by product candidate or non-clinical program, but we do not allocate personnel costs, other internal costs or external consultant costs to specific product candidates or non-clinical programs.

While our research and development expenses may fluctuate from period to period, we generally expect our research and development expenses to increase substantially in absolute dollars for the foreseeable future as we advance palazestrant, OP-3136, or any future product candidates we may develop into and through non-clinical studies and clinical trials and pursue regulatory approval of our product candidates. The process of conducting the necessary clinical research to obtain regulatory approval is costly and time-consuming. The actual probability of success for palazestrant, OP-3136, or any future product candidates we may develop may be affected by a variety of factors including but not limited to: the safety and efficacy of our product candidates, early clinical data, investment in our clinical program, the ability of collaborators to successfully develop our licensed product candidates, competition, manufacturing capability, and commercial viability. We may never succeed in achieving regulatory approval for our product candidates. As a result of the uncertainties discussed above, we are unable to determine the duration and completion costs of our research and development projects or when and to what extent we will generate revenue from the commercialization and sale of palazestrant, OP-3136, or any future product candidates we may develop. Clinical and non-clinical development timelines, the probability of success and development costs can differ materially from expectations. We anticipate that we will make determinations as to which product candidates to pursue and how much funding to direct to each product candidate on an ongoing basis in response to the results of ongoing and future non-clinical studies and clinical trials, regulatory developments and our ongoing assessments as to each product candidate's commercial potential. In addition, we cannot forecast whether palazestrant, OP-3136, or any future product candidates we may develop may be subject to future collaborations, when such arrangements will be secured, if at all, and to what degree such arrangements would affect our development plans and capital requirements. We are also unable to predict when, if ever, we will generate revenue from our product candidates to offset these expenses. Our expenditures on current and future non-clinical and clinical development programs are subject to numerous uncertainties in timing and cost to completion. The duration, costs, and timing of non-clinical studies, clinical trials, and development of our product candidates will depend on a variety of factors, including:

- the timing and progress of non-clinical and clinical development activities;
- the number and scope of non-clinical and clinical programs we decide to pursue;
- our ability to maintain our current research and development programs and to establish new ones;
- establishing an appropriate safety profile with investigational new drug-enabling toxicology studies;
- successful patient enrollment in, and the initiation and completion of, clinical trials;
- the successful completion of clinical trials with safety, tolerability and efficacy profiles that are satisfactory to the FDA or any comparable foreign regulatory authority;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- receipt of regulatory approvals from applicable regulatory authorities;
- the timing, receipt and terms of any marketing approvals from applicable regulatory authorities;
- our ability to establish licensing or collaboration arrangements;
- the performance of our future collaborators, if any;
- development and timely delivery of commercial-grade product formulations that can be used in our planned clinical trials and for commercial launch;
- commercializing the product candidates, if approved, whether alone or in collaboration with others;

- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- obtaining, maintaining, defending and enforcing patent claims and other intellectual property rights;
- maintaining continued acceptable safety profiles of our products following approval; and
- obtaining and retaining key research and development personnel.

Any changes in the outcome of any of these factors could significantly impact the costs, timing and viability associated with the development of our product candidates.

General and administrative

General and administrative expenses consist primarily of personnel expenses, including salaries, benefits and stock-based compensation expense, for personnel in executive, finance, accounting, business development, communications and investor relations, commercialization, legal, human resources, information technology (IT), and administrative functions. General and administrative expenses also include costs not otherwise included in research and development expenses, including corporate facility costs, depreciation and other expenses, which include rent and maintenance of facilities and insurance, and professional fees for legal, patent and consulting services.

While our general and administrative expenses may fluctuate from period to period, we generally expect that our general and administrative expenses will increase in the foreseeable future as we increase our headcount to support the continued research and development of our programs, the potential future commercialization of our product candidates, and the growth of our business. We also anticipate incurring additional expenses associated with operating as a public company, including increased expenses related to the building and improving of our IT infrastructure, such as cybersecurity monitoring, legal, regulatory and compliance, director and officer insurance, investor and public relations, and tax-related services associated with maintaining compliance with the rules and regulations of the SEC and the standards applicable to companies listed on a national securities exchange, as well as additional insurance expenses and other administrative and professional services.

Total other income

Total other income consists of interest income and other income. Interest income primarily consists of interest earned from our cash equivalents and marketable securities. Other income primarily consists of realized and unrealized foreign currency remeasurement gain (loss), interest expense, and other miscellaneous income (expense) not related to operating activities.

Results of operations

Comparison of the three months ended March 31, 2026 and 2025

The following table summarizes our results of operations for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,		$ Change
	2026	2025	
	(in thousands)		
Operating expenses:			
Research and development	$ 49,232	$ 30,624	$ 18,608
General and administrative	8,754	4,249	4,505
Total operating expenses	57,986	34,873	23,113
Loss from operations	(57,986)	(34,873)	(23,113)
Other income:			
Interest income	4,776	4,524	252
Other income (loss)	121	(40)	161
Total other income	4,897	4,484	413
Net loss	$ (53,089)	$ (30,389)	$ (22,700)

Research and development expenses

The following table summarizes our research and development expenses by functional area for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,		$ Change
	2026	2025	
	(in thousands)		
CROs, CMOs and other clinical development related third-party vendor expenses	$ 23,858	$ 12,748	$ 11,110
Compensation and related benefits	11,547	8,409	3,138
Other research and development expenses	7,256	6,166	1,090
Stock-based compensation	6,571	3,301	3,270
Total research and development expenses	$ 49,232	$ 30,624	$ 18,608

Research and development expenses for the three months ended March 31, 2026 were $49.2 million, compared to $30.6 million for the three months ended March 31, 2025. The increase of $18.6 million was primarily related to (i) increased spending on clinical development-related activities as we continue to advance palazestrant through late-stage clinical trials and OP-3136 in early-stage clinical studies, and (ii) increased personnel-related costs, including an increase in non-cash stock-based compensation expense of $3.3 million mainly due to higher grant price in 2026, and higher headcount.

General and administrative expenses

General and administrative expenses for the three months ended March 31, 2026 were $8.8 million compared to $4.2 million for the three months ended March 31, 2025. The increase of $4.6 million was primarily attributable to higher corporate-related costs, increased personnel-related costs, including an increase in non-cash stock-based compensation expense of $2.5 million mainly due to higher grant price in 2026.

Other income

Other income for the three months ended March 31, 2026 was $4.9 million, compared to $4.5 million for the three months ended March 31, 2025. The increase of $0.4 million was primarily due to an increase in interest income from our investments in interest-bearing money market funds and marketable securities mainly due to higher investment balance.

Liquidity and capital resources

Sources of liquidity

Since our inception, we have not generated any revenue from product sales and have incurred significant operating losses and negative cash flows from our operations. Our net losses were $53.1 million and $30.4 million for the three months ended March 31, 2026 and 2025, respectively. From our inception through March 31, 2026, we had received aggregate net proceeds of $1.1 billion from sales of our common stock, convertible preferred stock and issuance of convertible promissory notes, stock option exercises, sale of stock through the Company's 2020 Employee Stock Purchase Plan (ESPP), and borrowings under our Credit Facility, as defined below.

As of March 31, 2026, we had $505.3 million in cash, cash equivalents and marketable securities and accumulated deficit of $650.6 million.

On September 5, 2023, we entered into a loan and security agreement (the Original Loan Agreement) with Silicon Valley Bank, a division of First Citizens Bank & Trust Company (the Bank), which provided us with an aggregate principal amount of up to $50.0 million (the Original Credit Facility), of which $25.0 million became available in September 2023 (Term Loan A) upon the closing of a private placement and the issuance of our common stock to selected institutional and accredited investors pursuant to a securities purchase agreement, and the remaining $25.0 million could have been made available upon approval of the Bank in its discretion. The Original Credit Facility was scheduled to mature on August 1, 2027. On June 28, 2024, we entered into the First Amendment to Loan and Security Agreement (the First Amendment) with the Bank, which, among other things, (i) increased the aggregate principal amount of the Original Credit Facility from up to $50.0 million to up to $100.0 million (the Credit Facility) of which the Term Loan A of $25.0 million was immediately available, an additional $25.0 million became available upon achieving certain milestones related to the execution of a first-line pivotal Phase 3 clinical trial of palazestrant in combination with ribociclib (Term Loan B), and an additional $50.0 million which may be made available upon the approval of the Bank in its discretion (Term Loan C), and (ii) extended the maturity date to July 1, 2028. On June 27, 2025, we entered into a Second Amendment to Loan and Security Agreement (the Second Amendment) with the Bank, which, among other things, (i) decreased the interest rate to a floating rate equal to the greater of 6.0% or the prime rate, and (ii) extended the draw period of Term Loan A to January 15, 2026. As of March 31, 2026, we had an outstanding liability of $3.0 million under the Credit Facility, representing the full amount drawn to date. On January 11, 2026, we entered into the Third Amendment to Loan and Security Agreement (the Third Amendment, together with the Original Loan Agreement, as amended by the First Amendment and the Second Amendment, the Loan Agreement), which, among other things, (i) extended the draw period of Term Loan A to January 31, 2027, (ii) extended the draw period of Term Loan B to January 31, 2027, (iii) extended the draw period of Term Loan C to January 31, 2027, and (iv) extended the Maturity Date to January 1, 2029 (Maturity Date). Based on the occurrence of specified (a) development milestones related to the pivotal Phase 3 OPERA-01 clinical trial of palazestrant or (b) receipt of proceeds from capital financing, the draw period of Term Loan B and Term Loan C may be further extended to July 31, 2027, and the Maturity Date may be further extended to July 1, 2029.

On November 29, 2024, we entered into a securities purchase agreement for a private placement of (i) 19,928,875 shares of our common stock at a price of $9.08 per share and (ii) pre-funded warrants to purchase up to an aggregate of 7,604,163 shares of our common stock at a price of $9.0799 per pre-funded warrant, which represents the per share purchase price of the common stock sold in the private placement less the $0.0001 per share exercise price for each pre-funded warrant to selected institutional and accredited investors (the 2024 Private Placement). The aggregate gross proceeds for the 2024 Private Placement were approximately $250.0 million. After deducting offering expenses related to the 2024 Private Placement of approximately $13.0 million, the net proceeds to us from the 2024 Private Placement were approximately

$237.0 million. Of the $13.0 million issuance costs, $6.5 million was paid in the fourth quarter of 2024 and $6.5 million was paid in the first quarter of 2025. Concurrently, on November 29, 2024, we entered in an exchange agreement with an investor and issued to such investor pre-funded warrants to purchase up to 3,420,000 shares of our common stock at an exercise price of $0.0001 per share, in exchange for 3,420,000 shares of our common stock previously outstanding and held by such investor. Thereafter, on January 10, 2025, we entered into exchange agreements with certain investors pursuant to which we issued pre-funded warrants to purchase up to 6,070,000 shares of our common stock at an exercise price of $0.0001 per share, in exchange for 6,070,000 shares of our common stock previously outstanding and held by such investors (Exchange Transactions). Certain holders of pre-funded warrants (together with such holder's affiliates and other attribution parties) may not exercise pre-funded warrants held by them to the extent that immediately prior to or after giving effect to such exercise such holder would own more than 9.99% of our outstanding common stock immediately after exercise, which percentage may be changed at the holder's election to a lower or higher percentage not in excess of 19.99% upon 61 days' notice to us, subject to the terms of the pre-funded warrants. Refer to Note 12 of our notes to the condensed consolidated financial statements contained in this Quarterly Report for further information regarding the Exchange Transactions.

On January 6, 2025, we entered into a sales agreement (the Original 2025 Sales Agreement) with TD Securities (USA) LLC, (TD Cowen) as sales agent, pursuant to which the Company may offer and sell, from time to time, shares of the Company's common stock, having an aggregate offering price of up to $150.0 million (the Original 2025 ATM Shares). The sales of the Original 2025 ATM Shares could be made by any method permitted that is deemed to be an ATM equity offering as defined in Rule 415(a)(4) promulgated under the Securities Act, including sales made directly on or through the Nasdaq Global Select Market. We agreed to pay TD Cowen a commission of up to 3.0% of the aggregate gross proceeds from any 2025 ATM Shares sold by TD Cowen. On December 11, 2025, we entered into amendment no. 1 to the sales agreement (together with the Original 2025 Sales Agreement, the 2025 Sales Agreement), which increased the maximum aggregate offering price under the ATM program to $200.0 million (the 2025 ATM Shares). During the three months ended March 31, 2026, we issued 1,712,739 shares of our common stock under the 2025 Sales Agreement at a weighted-average price of $24.92 for net proceeds of $41.9 million after deducting related issuance costs.

On November 19, 2025, we completed a follow-on public offering pursuant to which we sold 11,500,000 shares of common stock at a public offering price of $19.00 per share, including 1,500,000 shares sold pursuant to the underwriters' full exercise of their option to purchase additional shares, resulting in aggregate net proceeds of $204.8 million, after deducting underwriting discounts and commissions and estimated offering costs. Sales of our common stock were made under our shelf registration on Form S-3, which we initially filed with the SEC on January 6, 2025 and that was declared effective by the SEC on January 15, 2025.

We expect to incur significant expenses and operating losses for the foreseeable future as we advance the clinical development of palazestrant, OP-3136, and non-clinical studies. We expect that our research and development and general and administrative costs will increase in connection with conducting additional non-clinical studies and clinical trials for our current and future research programs and product candidates, contracting with CMOs to support non-clinical studies and clinical trials, expanding our intellectual property portfolio, developing our commercialization capabilities, and providing general and administrative support for our operations. As a result, we will need additional capital to fund our operations, which we may obtain from additional equity or debt financings, collaborations, licensing arrangements or other sources.

Our primary uses of cash are to fund our research and development activities, including with respect to palazestrant, OP-3136, and other non-clinical programs, business planning, establishing and maintaining our intellectual property portfolio, hiring personnel, raising capital and providing general and administrative support for these operations.

Other than as noted above, we currently have no financing commitments, such as lines of credit or guarantees, that are expected to affect our liquidity over the next five years.

Future funding and material cash requirements

To date, we have not generated any revenue from product sales. We do not expect to generate any meaningful revenue unless and until we obtain regulatory approval of and commercialize any of our product candidates, and we do not know when, or if at all, that will occur. We expect our expenses to increase in connection with our ongoing activities, particularly as we initiate and conduct clinical trials of, and seek marketing approval for, palazestrant or OP-3136. In addition, if we obtain marketing approval for our product candidates, we expect to incur significant commercialization expenses related to program sales, marketing, manufacturing and distribution to the extent that such sales, marketing and distribution are not the responsibility of potential collaborators. Furthermore, we have incurred and expect to continue to incur additional costs associated with operating as a public company. The amount and timing of our future funding requirements will depend on many factors, including the pace and results of our development efforts.

We expect our cash, cash equivalents, and marketable securities as of March 31, 2026, as well as the available balance under the Credit Facility, will enable us to fund our current operating plan through mid-2028. We have based this estimate of cash runway on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we expect.

Refer to Notes 9, 10 and 11 of our notes to the condensed consolidated financial statements contained in this Quarterly Report for further information regarding our material cash requirements. Other than as set forth therein, there have been no material changes outside the ordinary course of business during the three months ended March 31, 2026 to our commitments and contingencies disclosed in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our Annual Report.

If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate our research and development programs or future commercialization efforts. Our future capital requirements will depend on many factors, including:

- the scope, progress, results and costs of product discovery, non-clinical studies and clinical trials;
- the scope, prioritization and number of our research and development programs;
- the costs, timing and outcome of regulatory review of our product candidates;
- our ability to establish and maintain collaborations on favorable terms, if at all;
- the achievement of milestones or occurrence of other developments that trigger payments under any collaboration agreements we enter into;
- the extent to which we are obligated to reimburse, or entitled to reimbursement of, clinical trial costs under collaboration agreements, if any;
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims;
- the extent to which we acquire or in-license other product candidates and technologies;
- the costs of securing manufacturing arrangements for commercial production; and
- the costs of establishing or contracting for sales and marketing capabilities if we obtain regulatory approvals to market our product candidates.

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

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, existing stockholders' ownership interests will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of existing stockholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. For example, our Loan Agreement includes covenants limiting our ability to, among other things, fund future acquisitions, make dividend payments, or obtain additional financing.

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

Cash flows

The following table shows a summary of our cash flows for each of the periods presented:

	Three Months Ended March 31,	
(in thousands)	**2026**	**2025**
Net cash used in operating activities	$ (45,987)	$ (43,979)
Net cash provided by (used in) investing activities	4,529	(45,083)
Net cash provided by financing activities	45,704	222
Net increase (decrease) in cash and cash equivalents	$ 4,246	$ (88,840)

Operating activities

Net cash used in operating activities during the three months ended March 31, 2026 consisted primarily of our net loss of $53.1 million, increased by cash outflows associated with working capital of $1.9 million and non-cash adjustments of $1.3 million related to interest income on our marketable securities. These were partially offset by stock-based compensation expense of $10.1 million and depreciation and amortization expenses of $0.1 million. The net decrease in operating assets and liabilities was primarily due to a $1.3 million increase in other current liabilities and a $5.7 million decrease in accounts payable, which is primarily reflecting the timing of vendor invoicing and related payments. These were partially offset by a $2.6 million decrease in prepaid expenses and other current assets, including a non-cash reclassification impact of $0.5 million related to security deposits.

Net cash used in operating activities during the three months ended March 31, 2025 consisted primarily of our net loss of $30.4 million, non-cash interest income on our marketable securities of $2.1 million and net decrease in operating assets and liabilities of $16.0 million, offset by non-cash charges of $4.5 million. The net loss consisted primarily of $30.6 million in research and development expenses and $4.2 million in general and administrative expenses. The non-cash charges consisted primarily of stock-based compensation expense of $4.4 million, depreciation and amortization expenses of $0.1 million, and non-cash lease expense of less than $0.1 million, net of cash payments of $0.3 million. The net decrease in operating assets and liabilities was

primarily due to (i) a decrease of $11.2 million in accrued and other current liabilities, (ii) a decrease of $4.3 million in accounts payable, which is primarily related to timing of invoicing by vendors and related payments, and (iii) an increase of other assets and long-term deposits of $1.0 million. The changes are partially offset by an increase in prepaid expenses and other current assets of $0.5 million.

Investing activities

Net cash provided by investing activities during the three months ended March 31, 2026 was predominantly due to maturities of marketable securities which were partially offset by purchases of marketable securities.

Net cash used in investing activities during the three months ended March 31, 2025 was predominantly due to purchases of marketable securities which were partially offset by maturities of marketable securities.

Financing activities

Net cash provided by financing activities during the three months ended March 31, 2026 consists primarily of $41.9 million of net proceeds from the issuance of shares under the at-the-market offering and $8.4 million of proceeds from stock option exercises, partially offset by payments of $4.4 million for tax withholdings associated with stock option exercises.

Net cash provided by financing activities during the three months ended March 31, 2025 was predominately due to $0.2 million from the exercise of stock options.

Critical accounting policies and significant judgments and estimates

Our management's discussion and analysis of our financial condition and results of operations are based on our condensed consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP). The preparation of our condensed consolidated financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, expenses and the disclosure of our contingent liabilities in our condensed consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

During the three months ended March 31, 2026, there were no material changes to our critical accounting policies and estimates as reported in our Annual Report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

During the three months ended March 31, 2026, there were no material changes to our market risk disclosures reported in our Annual Report.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

As of March 31, 2026, management, with the participation of our Chief Executive Officer (our principal executive officer and principal financial officer), performed an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Our disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including the principal executive officer and principal financial officer, to allow timely decisions regarding required disclosures.

Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objective and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of March 31, 2026, the design and operation of our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the three months ended March 31, 2026 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II-OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We are not currently a party to any material legal proceedings. Regardless of outcome, such proceedings or claims can have an adverse impact on us because of defense and settlement costs, diversion of resources and other factors, and there can be no assurances that favorable outcomes will be obtained.

Item 1A. Risk Factors.

Our business involves significant risks, some of which are described below. You should carefully consider the following risks, as well as the other information in this Quarterly Report, including our condensed consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations." The occurrence of any of the events or developments described below could have a material adverse effect on our business, results of operations, financial condition, prospects, and stock price. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations and the market price of our common stock.

RISK FACTOR SUMMARY

Investing in our common stock involves numerous risks, including the risks described in "Part II, Item 1A. Risk Factors" of this Quarterly Report. Below are some of these risks, any one of which could materially adversely affect our business, financial condition, results of operations, and prospects.

- We have no products approved for commercial sale, which may make it difficult for you to evaluate our current business and predict our future success and viability.
- We require substantial additional capital to finance our operations. If we are unable to raise such capital when needed, or on acceptable terms, we may be forced to delay, reduce, and/or eliminate one or more of our research and drug development programs of our product candidates or future commercialization efforts.
- We have incurred net losses since inception, and we expect to continue to incur net losses for the foreseeable future. In addition, we may be unable to continue as a going concern over the long term.
- We are substantially dependent on the success of our lead product candidate, palazestrant, which is currently in clinical development. If we are unable to complete development of, obtain regulatory approval for, and commercialize palazestrant in one or more indications and in a timely manner, our business, financial condition, results of operations, and prospects will be significantly harmed.
- Clinical development is a lengthy and expensive process with an uncertain outcome, and results of earlier studies and trials may not be predictive of future trial results. Failure can occur at any stage of clinical development. We have never completed a pivotal clinical trial or submitted a NDA to the FDA or similar drug approval filings to comparable foreign authorities. If we are ultimately unable to obtain regulatory approval for palazestrant, OP-3136, or any future product candidates we may develop, we will be unable to generate product revenue and our business, financial condition, results of operations, and prospects will be significantly harmed.
- Even if approved, palazestrant or OP-3136 may not achieve adequate market acceptance among physicians, patients, healthcare payors, and others in the medical community necessary for commercial success.
- We face significant competition, and if our competitors develop and market technologies or products more rapidly than we do or that are more effective, safer, or less expensive than palazestrant, OP-3136, or any future product candidates we may develop, our commercial opportunities will be negatively impacted.

- We may be unable to obtain U.S. or foreign regulatory approvals and, as a result, may be unable to commercialize palazestrant, OP-3136, or any future product candidates we may develop.
- Unfavorable U.S. and global macroeconomic and geopolitical conditions could adversely affect our business, financial condition, results of operations, and prospects.
- In order to successfully implement our plans and strategies, we will need to grow the size of our organization, and we may experience difficulties in managing this growth.
- If our information technology systems, our data or those of the third parties with whom we work are or were compromised, we could experience adverse consequences resulting from such compromise, including but not limited to regulatory investigations or actions; litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; or other adverse consequences.
- Our success depends on our ability to protect our intellectual property and our proprietary technologies.
- We rely, and expect to continue to rely, on third parties, including independent clinical investigators and CROs, to conduct certain aspects of our non-clinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties, comply with applicable regulatory requirements or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize palazestrant, OP-3136, or future product candidates we may develop and our business, financial condition, results of operations, and prospects could be significantly harmed.
- We qualify as a “smaller reporting company” within the meaning of the Exchange Act and may take advantage of certain exemptions from disclosure requirements available to smaller reporting companies, which could make our securities less attractive to investors and may make it more difficult to compare our performance to the performance of other public companies.

Risks related to our financial position and the need for additional capital

We have no products approved for commercial sale, which may make it difficult for you to evaluate our current business and predict our future success and viability.

We are a clinical-stage biopharmaceutical company, and we have no products approved for commercial sale, have not generated any revenue from product sales and have incurred losses since inception. To date, we have devoted substantially all of our resources and efforts to organizing and staffing our company, business planning, executing partnerships, raising capital, discovering, identifying and developing our lead product candidate, palazestrant, securing related intellectual property rights, conducting non-clinical studies and clinical trials, including conducting multiple Phase 1/2 studies of palazestrant, initiating and conducting Phase 3 clinical trials of palazestrant, conducting non-clinical studies of OP-3136, and conducting a Phase 1 study of OP-3136. We have not yet demonstrated our ability to obtain marketing approvals, manufacture a commercial-scale product or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. As a result, it may be more difficult for you to accurately predict our future success or viability than it would be if we had a longer operating history.

In addition, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors and risks frequently experienced by clinical-stage biopharmaceutical companies in rapidly evolving fields. We also may need to transition from a company with a research focus to a company capable of successfully executing drug development activities and supporting commercial operations, if approved. If we do not adequately address these risks and difficulties or successfully make such a transition, our business, financial condition, results of operations, and prospects will be significantly harmed.

We require substantial additional capital to finance our operations. If we are unable to raise such capital when needed, or on acceptable terms, we may be forced to delay, reduce, and/or eliminate one or more of our research and drug development programs of our product candidates or future commercialization efforts.

Developing pharmaceutical products, including conducting non-clinical studies and clinical trials, is a very time-consuming, expensive and uncertain process that takes years to complete. Our operations have consumed substantial amounts of cash since inception, and we expect our expenses will increase in connection with our ongoing activities, particularly as we initiate and conduct clinical trials of, and seek marketing approval for, palazestrant. We anticipate incurring significant costs associated with the development of our lead product candidate, palazestrant, OP-3136, and any future product candidates we may develop. Our expenses could increase beyond expectations if we are required by the FDA, the European Medicines Agency (EMA), or other regulatory authorities to perform clinical trials or non-clinical studies in addition to those that we currently anticipate. Other unanticipated costs may also arise. In addition, if we obtain marketing approval for palazestrant, OP-3136, or any future product candidates we may develop, we expect to incur significant commercialization expenses related to drug sales, marketing, manufacturing and distribution. Our estimates as to how long until we are able to commercialize one or more of our product candidates are based on assumptions that may prove to be wrong, and we may require more time and resources than we currently anticipate, and may exhaust our available capital resources before we are able to generate any revenue from product sales. In addition, because the design and outcome of our planned and anticipated clinical trials are highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of any product candidate we develop. We also incur costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in order to maintain our continuing operations.

Our estimate as to how long we expect our existing cash, cash equivalents and marketable securities to be able to continue to fund our operating expenses and capital expenditures requirements is based on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect. Changing circumstances, some of which may be beyond our control, including a negative return on our cash and cash equivalents, could cause us to consume capital significantly faster than we currently anticipate, and we may need to seek additional funds sooner than planned. Moreover, it is particularly difficult to estimate with certainty our future expenses given the dynamic nature of our business and the geopolitical and macroeconomic environment, generally, including economic and geopolitical uncertainty, market volatility, labor shortages, evolving trade and tariff policies, including related legal challenges, trade tensions and retaliatory measures by other countries, supply chain disruptions, military conflicts, as well as any related political or economic responses or counter-responses by various global actors, inflationary pressures, monetary supply shifts, increased recession risk, and related financial instability. Advancing the development of palazestrant, OP-3136, and any future product candidates we may develop will require a significant amount of capital, and our existing cash, cash equivalents and marketable securities will not be sufficient to fund all of the activities that are necessary to complete the development of palazestrant and OP-3136.

We will be required to obtain additional funding through public or private equity offerings, debt financings, collaborations and licensing arrangements or other sources, which may dilute our stockholders, cause our stock price to decline, or restrict our operating activities. Adequate additional financing may not be available to us on acceptable terms, or at all. Market volatility, including as a result of geopolitical and macroeconomic events discussed above, could adversely increase our need to access capital and, likewise, adversely impact our ability to access capital as and when needed. For example, inflation rates, particularly in the United States, in recent past increased to levels not seen in years, and increased inflation may result in increases in our operating costs (including our labor costs), reduced liquidity and limits on our ability to access credit or otherwise raise capital on acceptable terms, if at all. In addition, the U.S. Federal Reserve had previously raised, and may again raise in the future, interest rates in response to concerns about inflation, which, coupled with reduced government spending and volatility in financial markets, may have the effect of heightening these risks and further increasing economic uncertainty.

Our failure to raise capital as and when needed or on acceptable terms would have a negative impact on our financial condition and our ability to pursue our business strategy, and we may have to delay, reduce the scope of, suspend or eliminate one or more of our research-stage programs, clinical trials, or future commercialization

efforts. We also could be required to seek collaborators for palazestrant, OP-3136, or any future product candidates we may develop at an earlier stage than otherwise would be desirable or on terms that are less favorable than might otherwise be available or relinquish or license on unfavorable terms our rights to our product candidates in markets where we otherwise would seek to pursue development or commercialization ourselves. Any of the above events could significantly harm our business, financial condition, results of operations, and prospects and cause the price of our common stock to decline.

We have incurred net losses since inception, and we expect to continue to incur net losses for the foreseeable future. In addition, we may be unable to continue as a going concern over the long term.

We have incurred net losses in each reporting period since our inception, have not generated any revenue from product sales to date, and have financed our operations principally through sales of our equity securities, including sales of our common stock and pre-funded warrants to purchase our common stock to selected institutional and accredited investors in private placement transactions, at-the-market offerings, our initial public offering and other public offerings and private financings. We have incurred net losses of $53.1 million and $30.4 million for the three months ended March 31, 2026 and 2025, respectively. We had an accumulated deficit of $650.6 million as of March 31, 2026. Our losses have resulted principally from expenses incurred in research and development of palazestrant, OP-3136 and from management and administrative costs and other expenses that we have incurred while building our business infrastructure. Our lead product candidate, palazestrant, and OP-3136 are both in clinical trials. As a result, we expect that it will be several years, if ever, before we have a commercialized product and generate revenue from product sales. Even if we succeed in receiving marketing approval for palazestrant or OP-3136 in one of our lead indications and proceed to commercializing palazestrant or OP-3136, we expect that we will continue to incur substantial research and development and other expenses as we continue the clinical development programs for palazestrant in other indications or for OP-3136.

While our expenses may fluctuate from period to period, we generally expect to continue to incur increased expenses and operating losses for the foreseeable future as we continue our research and development efforts and seek to obtain regulatory approval for palazestrant or OP-3136. The net losses we incur may fluctuate significantly from quarter to quarter such that a period-to-period comparison of our results of operations may not be a good indication of our future performance. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue. Our prior losses and expected future losses have had, and will continue to have, an adverse effect on our working capital. In any particular period, our operating results could be below the expectations of securities analysts or investors, which could cause our stock price to decline.

In addition, our condensed consolidated financial statements for the three months ended March 31, 2026 and 2025 included elsewhere in this Quarterly Report have been prepared assuming we will continue as a going concern. However, we have incurred losses and negative cash flows from operations. As a development stage company, we expect to incur significant and increasing losses until regulatory approval is granted for palazestrant or OP-3136. Regulatory approval is not guaranteed and may never be obtained. As a result, these conditions raise substantial doubt about our ability to continue as a going concern over the long term.

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

Our ability to generate revenue from product sales and achieve profitability depends on our ability, alone or with our collaboration partners, to successfully complete the development of, and obtain the regulatory approvals necessary to commercialize, palazestrant, OP-3136 and any future product candidates we may develop. We do not anticipate generating revenue from product sales for the next several years, if ever. Our ability to generate revenue from product sales depends heavily on our and our current and potential future collaborators' success in:

- completing clinical and non-clinical development of our product candidates and programs and identifying and developing new product candidates;
- seeking and obtaining marketing approvals for any product candidates that we develop;

- launching and commercializing product candidates for which we obtain marketing approval by establishing a sales force, marketing, medical affairs and distribution infrastructure or, alternatively, collaborating with a commercialization partner;
- achieving adequate access and reimbursement by government and third-party payors for product candidates that we develop;
- establishing and maintaining supply and manufacturing relationships with third parties that can provide adequate, in both amount and quality, products and services to support clinical development and the market demand for product candidates that we develop, if approved;
- obtaining market acceptance of product candidates that we develop as viable treatment options;
- addressing any competing technological and market developments;
- negotiating favorable terms in any collaboration, licensing or other arrangements into which we may enter and performing our obligations in such collaborations;
- maintaining, protecting, enforcing and expanding our portfolio of intellectual property rights, including patents, trade secrets and know-how;
- defending against third-party interference, infringement or other intellectual property-related claims, if any; and
- attracting, hiring and retaining qualified personnel.

Even if palazestrant, OP-3136, or any future product candidates that we may develop are approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved product candidate. Our expenses could increase beyond expectations if we are required by the FDA, EMA or other comparable regulatory authorities to perform clinical trials or non-clinical studies in addition to those that we currently anticipate. Even if we are able to generate revenue from the sale of any approved products, we may not become profitable and may need to obtain additional funding to continue operations.

The terms of the Loan Agreement place restrictions on our operating and financial flexibility. If we raise additional capital through debt financing, the terms of any new debt could further restrict our ability to operate our business.

On September 5, 2023, we entered into the Original Loan Agreement with the Bank, which provided us with the Original Credit Facility, of which $25.0 million became available in September 2023 as Term Loan A upon the closing of a private placement and the issuance of our common stock to selected institutional and accredited investors pursuant to a securities purchase agreement, and the remaining $25.0 million could have been made available upon approval of the Bank in its discretion. The Original Credit Facility was scheduled to mature on August 1, 2027. On June 28, 2024, we entered into the First Amendment with the Bank, which, among other things, (i) increased the aggregate principal amount of the Original Credit Facility from up to $50.0 million to up to $100.0 million of which the Term Loan A of $25.0 million was immediately available, an additional $25.0 million as Term Loan B became available upon achieving certain milestones related to the execution of a first-line pivotal Phase 3 clinical trial of palazestrant in combination with ribociclib, and an additional $50.0 million as Term Loan C which may be made available upon the approval of the Bank in its discretion, and (ii) extended the maturity date to July 1, 2028. On June 27, 2025, we entered into the Second Amendment with the Bank, which, among other things, (i) decreased the interest rate to a floating rate equal to the greater of 6.0% or the prime rate, and (ii) extended the draw period of Term Loan A to January 15, 2026. As of December 31, 2025, we had an outstanding liability of $3.0 million under the Credit Facility, representing the full amount drawn to date. On January 11, 2026, we entered into the Third Amendment, which, among other things, (i) extended the draw period of Term Loan A to January 31, 2027, (ii) extended the draw period of Term Loan B to January 31, 2027, (iii) extended the draw period of Term Loan C to January 31, 2027, and (iv) extended the maturity date to January 1, 2029. Based on the occurrence of specified (a) development milestones related to the pivotal Phase 3 OPERA-01 clinical trial of palazestrant or (b) receipt of proceeds from capital financing, the draw period of Term Loan B and Term Loan C may be further extended to July 31, 2027, and the maturity date (as so extended) may be further extended to July 1, 2029.

Our overall leverage and certain obligations and affirmative and negative covenants contained in the Loan Agreement and related documentation could adversely affect our financial health and business and future operations by limiting our ability to, among other things, satisfy our obligations under the Loan Agreement; refinance our debt on terms acceptable to us or at all; plan for and adjust to changing business, industry and market conditions; use our available cash flow to fund future acquisitions; make dividend payments; and obtain additional financing for working capital, to fund growth or for general corporate purposes, even when necessary to maintain adequate liquidity.

If we default under the Loan Agreement, the Bank may accelerate all of our repayment obligations and exercise all of its rights and remedies under the Loan Agreement and applicable law, potentially requiring us to renegotiate our agreement on terms less favorable to us. Further, if we are liquidated, the lenders' right to repayment would be senior to the rights of the holders of our common stock to receive any proceeds from the liquidation. The Bank could declare a default upon the occurrence of customary events of default, including, but not limited to, nonpayment of principal, interest, fees or other amounts; material inaccuracy of a representation or warranty; failure to perform or observe covenants; cross-defaults with certain other indebtedness; bankruptcy and insolvency events; material monetary judgment defaults; occurrence of any material adverse change; delisting; and a material impairment in the Bank's security interest. Upon the occurrence of an event of default (subject, in certain cases, to notice and grace periods), obligations under the Loan Agreement may be accelerated, thereby requiring us to repay the loan immediately. Any declaration by the Bank of an event of default could significantly harm our business and prospects and could cause the price of our common stock to decline. Additionally, if we raise any additional debt financing, the terms of such additional debt could further restrict our operating and financial flexibility.

Risks related to the discovery, development and commercialization of our product candidates

We are substantially dependent on the success of our lead product candidate, palazestrant, which is currently in clinical development. If we are unable to complete development of, obtain regulatory approval for, and commercialize palazestrant in one or more indications and in a timely manner, our business, financial condition, results of operations, and prospects will be significantly harmed.

Our future success is heavily dependent on our ability to timely complete clinical trials, obtain marketing approval for and successfully commercialize palazestrant, our lead product candidate. We expect that a substantial portion of our efforts and expenses over the next several years will be devoted to the development of palazestrant in our ongoing clinical trials in multiple indications. We are investing significant efforts and financial resources in the research and development of palazestrant. Palazestrant will require additional clinical development, evaluation of clinical, non-clinical and manufacturing activities, marketing approval from regulatory authorities, and significant marketing efforts before we can generate any revenues from product sales. We are not permitted to market or promote palazestrant before we receive marketing approval from the FDA and comparable foreign regulatory authorities, and we may never receive such marketing approvals. Should our planned clinical development of palazestrant in our lead indications fail to be completed in a timely manner or at all, we will need to rely on our ongoing and planned clinical development of palazestrant in additional indications, which will require more time and resources to obtain regulatory approval and proceed with commercialization and may ultimately be unsuccessful.

We cannot assure you that our planned clinical development programs for palazestrant will be completed in a timely manner, or at all, or that we will be able to obtain approval for palazestrant from the FDA, European Commission (based on the positive opinion of the EMA's Committee for Medicinal Products for Human Use), or any comparable foreign regulatory authority. If we are unable to complete development of, obtain regulatory approval for and commercialize palazestrant in one or more indications and in a timely manner, our business, financial condition, results of operations, and prospects will be significantly harmed.

Clinical development is a lengthy and expensive process with an uncertain outcome, and results of earlier studies and trials may not be predictive of future trial results. Failure can occur at any stage of clinical development. We have never completed a pivotal clinical trial or submitted an NDA to the FDA or similar drug approval filings to comparable foreign authorities. If we are ultimately unable to obtain regulatory approval for palazestrant, OP-3136, or any future product candidates we may develop, we will be unable to generate product revenue and our business, financial condition, results of operations, and prospects will be significantly harmed.

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. The results of non-clinical studies and clinical trials of palazestrant, OP-3136, and any future product candidates we may develop may not be predictive of the results of subsequent clinical trials. We have a limited operating history and to date have not demonstrated our ability to complete large-scale clinical trials.

Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy traits despite having progressed through non-clinical studies and initial clinical trials. In addition to the safety and efficacy traits of any product candidate, clinical trial failures may result from a multitude of factors, including flaws in trial design, dose selection, placebo effect and patient enrollment criteria. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to a lack of efficacy or adverse safety profiles, notwithstanding promising results in earlier trials. Based upon negative or inconclusive results, we or any potential future collaborator may decide, or regulators may require us, to conduct additional clinical trials or non-clinical studies. In addition, data obtained from trials and studies are susceptible to varying interpretations, and regulators may not interpret our data as favorably as we do, which may delay, limit or prevent regulatory approval.

Our future clinical trials may not be successful. If any of our product candidates is found to be unsafe or lacking efficacy, we will not be able to obtain regulatory approval, and our business, financial condition, results of operations, and prospects may be significantly harmed. In some instances, there can be significant variability in safety and/or efficacy results between different trials of the same product candidate due to numerous factors, including changes in trial protocols, differences in the composition of the patient populations, adherence to dosing regimens and other trial protocols and the dropout rate among clinical trial participants. Patients treated with palazestrant, OP-3136, or any future product candidates we may develop may also be undergoing surgical, radiation, and chemotherapy treatments and may be using other approved products or investigational new drugs, which can cause side effects or adverse events that are unrelated to palazestrant, OP-3136, or any future product candidates we may develop. As a result, assessments of efficacy can vary widely for a particular patient, and from patient to patient and site to site within a clinical trial. This subjectivity can increase the uncertainty of, and adversely impact, our clinical trial outcomes. We do not know whether any clinical trials we may conduct will demonstrate consistent or adequate efficacy and safety sufficient to obtain marketing approval to market palazestrant, OP-3136, or any future product candidates we may develop.

We do not know whether our current clinical trials of palazestrant or OP-3136 or any future clinical trials we may conduct will demonstrate consistent or adequate efficacy and safety to obtain regulatory approval to market palazestrant, OP-3136, or any future product candidates we may develop. Most product candidates that begin clinical trials are never approved by regulatory authorities for commercialization. If we are unable to bring palazestrant, OP-3136, or any future product candidates we may develop to market, our ability to create long-term stockholder value will be limited.

In addition, we may rely in part on non-clinical, clinical and quality data generated by CROs and other third parties for regulatory submissions for palazestrant or OP-3136. While we have or will have agreements governing these third parties' services, we have limited influence over their actual performance. If these third parties do not make data available to us, or, if applicable, make regulatory submissions in a timely manner, our development programs may be significantly delayed, and we may need to conduct additional studies or collect additional data independently. In either case, our development costs would increase.

Moreover, non-clinical and clinical data are often susceptible to varying interpretations and analyses and many companies that believed their product candidates performed satisfactorily in non-clinical studies and clinical trials nonetheless failed to obtain FDA, European Commission, or comparable foreign regulatory authority approval. We cannot guarantee that the FDA or foreign regulatory authorities will interpret trial results as we do, and more trials could be required before we are able to submit an application seeking approval of palazestrant, OP-3136, or any future product candidates we may develop. To the extent that the results of the trials are not satisfactory to the FDA or foreign regulatory authorities to support marketing approval, we may be required to expend significant resources, which may not be available to us, to conduct additional trials in support of potential approval of palazestrant, OP-3136, or any future product candidates we may develop. Even if regulatory approval is secured for palazestrant or OP-3136, the terms of such approval may limit the scope and use of palazestrant or OP-3136, which may also limit its commercial potential. Furthermore, the approval policies or regulations of the FDA, European Commission, or comparable foreign regulatory authorities may significantly change in a manner that results in adverse consequences to us, including by rendering our clinical data insufficient for approval, which may lead to the FDA, European Commission, or comparable foreign regulatory authorities delaying, limiting or denying approval of palazestrant or OP-3136, including any other indication we are seeking for approval under palazestrant or OP-3136.

The regulatory approval processes of the FDA, European Commission, and comparable foreign authorities are lengthy, time consuming and inherently unpredictable, and if we are ultimately unable to obtain regulatory approval for palazestrant, OP-3136, or any future product candidates we may develop, our business, financial condition, results of operations, and prospects will be significantly harmed.

The time required to obtain approval by the FDA, European Commission, and comparable foreign authorities is unpredictable and typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, regulations, or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions.

Applications for palazestrant or OP-3136 could fail to receive regulatory approval for many reasons, including the following:

- the FDA, European Commission, or other comparable foreign regulatory authorities may disagree with the design, implementation or results of our clinical trials;
- the FDA, European Commission, or other comparable foreign regulatory authorities may determine that palazestrant or OP-3136 is not safe and effective, only moderately effective or have undesirable or unintended side effects, toxicities or other characteristics that preclude our obtaining marketing approval or prevent or limit commercial use;
- the population studied in the clinical trial may not be sufficiently broad or representative to assure efficacy and safety in the full population for which we seek approval;
- the FDA, European Commission, or other comparable foreign regulatory authorities may disagree with our interpretation of data from non-clinical studies or clinical trials;
- the data collected from clinical trials of palazestrant or OP-3136 may not be sufficient to support the submission of an NDA, or other submission or to obtain regulatory approval in the United States or elsewhere;
- we may be unable to demonstrate to the FDA, European Commission, or other comparable foreign regulatory authorities that palazestrant's or OP-3136's risk-benefit ratio for its proposed indication is acceptable;
- the FDA, the European Commission, the competent authorities of the member states of the European Union (EU Member States), or other comparable foreign regulatory authorities may fail to approve the

manufacturing processes, test procedures and specifications or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and

- the approval policies or regulations of the FDA, European Commission, or other comparable foreign regulatory authorities may significantly change in a manner that results in adverse consequences to us, including by rendering our clinical data insufficient for approval.

This lengthy approval process, as well as the unpredictability of the results of clinical trials, may result in our failing to obtain regulatory approval to market palazestrant or OP-3136, which would significantly harm our business, financial condition, results of operations, and prospects.

In addition, even if we obtain approval of palazestrant or OP-3136 for a lead indication, regulatory authorities may not approve palazestrant or OP-3136 for other indications, may impose significant limitations in the form of narrow indications, warnings, or a Risk Evaluation and Mitigation Strategy (REMS), or comparable foreign strategy. Certain regulatory authorities may grant approval contingent on the performance of costly post-marketing clinical trials or may approve palazestrant or OP-3136 with a label that does not include the labeling claims necessary or desirable for success. In addition, regulatory authorities in certain countries may not approve the price we intend to charge for the product we develop. If we are unable to obtain regulatory approval of palazestrant or OP-3136, or if regulatory approval is limited, our business, financial condition, results of operation, and prospects will be significantly harmed.

Delays in clinical trials are common and have many causes, and any delay could result in increased costs to us and jeopardize or delay our ability to obtain regulatory approval and commence product sales.

We may experience delays in clinical trials of palazestrant, OP-3136, or any future product candidates we may develop. Our planned clinical trials may not begin on time, have an effective design, enroll a sufficient number of patients, or be completed on schedule, if at all. Our clinical trials can be delayed for a variety of reasons, including delays related to:

- the FDA, EMA, the European Commission, or comparable foreign regulatory authorities disagreeing as to the design or implementation of our clinical trials;
- obtaining regulatory authorizations to commence a trial or reaching a consensus with regulatory authorities on trial design;
- any failure or delay in reaching an agreement with CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining approval from one or more institutional review boards (IRBs), or positive Ethics Committee opinions;
- IRBs refusing to approve or Ethics Committees issuing negative opinions, IRBs or Ethics Committees suspending, varying or terminating the trial at an investigational site, precluding enrollment of additional subjects, or withdrawing their approval of the trial;
- changes to clinical trial protocol;
- clinical sites deviating from trial protocol or dropping out of a trial;
- manufacturing sufficient quantities of product candidates or obtaining sufficient quantities of combination therapies for use in clinical trials;
- subjects failing to enroll or remain in our trial at the rate we expect, or failing to return for post-treatment follow-up;

- subjects choosing an alternative treatment for the indication for which we are developing palazestrant or OP-3136, or participating in competing clinical trials;
- lack of adequate funding to continue the clinical trial;
- subjects experiencing severe or unexpected drug-related adverse effects;
- regulatory authorities imposing a clinical hold;
- disruptions at the FDA and other agencies or regulatory authorities, including as a result of legislative actions or a government shutdown;
- occurrence of serious adverse events in trials of the same class of agents conducted by other companies;
- selection of clinical end-points that require prolonged periods of clinical observation or analysis of the resulting data;
- shutdowns, either temporarily or permanently, of any facility manufacturing palazestrant, OP-3136, or any future product candidates we may develop or any of their components, including by order from the FDA, competent authorities of EU Member States, or comparable foreign regulatory authorities due to violations of current good manufacturing practice (cGMP) regulations or other applicable requirements, or infections or cross-contaminations of palazestrant, OP-3136, or any future product candidates we may develop in the manufacturing process;
- any changes to our manufacturing process that may be necessary or desired;
- third-party clinical investigators losing the licenses or permits necessary to perform our clinical trials, not performing our clinical trials on our anticipated schedule or consistent with the clinical trial protocol, good clinical practices (GCP), or other regulatory requirements;
- third-party contractors not performing data collection or analysis in a timely or accurate manner; or
- third-party contractors becoming debarred or suspended or otherwise penalized by the FDA or other government or regulatory authorities for violations of regulatory requirements, in which case we may need to find a substitute contractor, and we may not be able to use some or all of the data produced by such contractors in support of our marketing applications.

We could also encounter delays if a clinical trial is suspended, varied or terminated by us, by the IRBs or Ethics Committees of the institutions in which such trials are being conducted, by a Data Safety Monitoring Board for such trial or by the FDA, competent authorities of EU Member States, or comparable foreign regulatory authorities. Such authorities may impose such a suspension, variation or termination due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA, competent authorities of EU Member States or comparable foreign regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. In addition, changes in regulatory requirements and policies may occur, and we may need to amend clinical trial protocols to comply with these changes. Amendments may require us to resubmit our clinical trial protocols to IRBs, Ethics Committees, competent authorities of EU Member States for reexamination, which may impact the costs, timing or successful completion of a clinical trial.

Further, conducting clinical trials in foreign countries, as we may do for palazestrant, OP-3136, or any future product candidates we may develop, presents additional risks that may delay completion of our clinical trials. These risks include the failure of enrolled patients in foreign countries to adhere to clinical protocol as a result of differences in healthcare services or cultural customs, managing additional administrative burdens

associated with foreign regulatory schemes, as well as political and economic risks relevant to such foreign countries.

If we experience delays in the completion of, or termination of, any clinical trial of palazestrant, OP-3136, or any future product candidates we may develop, the commercial prospects of palazestrant, OP-3136, or any future product candidates we may develop will be harmed, and our ability to generate product revenues from palazestrant, OP-3136, or any future product candidates we may develop will be delayed. Moreover, any delays in completing our clinical trials will increase our costs, slow down palazestrant's, OP-3136's, or the development and approval process of any future product candidates we may develop and jeopardize our ability to commence product sales and generate revenues.

In addition, many of the factors that cause, or lead to, termination, variation or suspension of, or a delay in the commencement or completion of, clinical trials may also ultimately lead to the denial of regulatory approval of palazestrant, OP-3136, or any future product candidates we may develop. Any delays in our clinical trials that occur as a result could shorten any period during which we may have the exclusive right to commercialize palazestrant, OP-3136, or any future product candidates we may develop, our competitors may be able to bring products to market before we do, and the commercial viability of palazestrant, OP-3136, or any future product candidates we may develop could be significantly reduced. Any of these occurrences may significantly harm our business, financial condition, results of operations, and prospects.

Although we have received Fast Track designation for palazestrant for ER+/HER2- metastatic breast cancer that has progressed following one or more lines of endocrine therapy with at least one line given in combination with a CDK4/6 inhibitor, we may be unable to obtain or maintain the benefits associated with such designation.

In July 2022, we were granted FDA Fast Track designation for palazestrant for ER+/HER2- metastatic breast cancer that has progressed following one or more lines of endocrine therapy with at least one line given in combination with a CDK4/6 inhibitor. If a drug is intended for the treatment of a serious or life-threatening condition and demonstrates the potential to address unmet medical needs for this condition, the sponsor may apply for FDA Fast Track designation for a particular indication. NDAs submitted for Fast Track designated drugs may qualify for priority review, accelerated approval and rolling submission under the policies and procedures offered by the FDA, but the Fast Track designation does not assure any such qualification or ultimate marketing approval by the FDA. In addition, we may not experience a faster development process, review or approval compared to conventional FDA procedures, and receiving a Fast Track designation does not provide assurance of ultimate FDA approval.

Because we are pursuing a variety of target indications for palazestrant and OP-3136, we may expend our limited resources to pursue a particular indication and fail to capitalize on indications or additional product candidates that may be more profitable or for which there is a greater likelihood of success.

We are currently focused on pursuing a variety of target indications for palazestrant and OP-3136, and we have expended, and plan to continue to expend, significant resources to pursue these and other indications for palazestrant and OP-3136. We also may in the future spend our resources on other research programs and product candidates for specific indications that ultimately do not yield any commercially viable products. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights.

Because we have limited financial and managerial resources, we must focus our research and development efforts on those product candidates and specific indications that we believe are the most promising. As a result, we may forego or delay pursuit of opportunities with other product candidates or other indications that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities, which will significantly harm our business, financial condition, results of operations, and prospects.

Even if approved, palazestrant or OP-3136 may not achieve adequate market acceptance among physicians, patients, healthcare payors, and others in the medical community necessary for commercial success.

Even if palazestrant or OP-3136 receives regulatory approval, it may not gain adequate market acceptance among physicians, patients, healthcare payors, and others in the medical community. The degree of market acceptance would depend on a number of factors, including:

- the efficacy and safety profile as demonstrated in clinical trials compared to alternative treatments;
- the timing of market introduction of the product candidate as well as competitive products;
- the clinical indications for which the product candidate is approved;
- restrictions on the use of palazestrant or OP-3136, such as boxed warnings or contraindications in labeling, or a REMS, or comparable foreign strategy, if any, which may not be required of alternative treatments and competitor products;
- the potential and perceived advantages of product candidates over alternative treatments;
- the cost of treatment in relation to alternative treatments;
- our pricing and the availability of coverage and adequate reimbursement by third-party payors, including government authorities;
- the availability of palazestrant or OP-3136 for use as a combination therapy;
- relative convenience and ease of administration;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the effectiveness of sales and marketing efforts;
- unfavorable publicity relating to palazestrant, OP-3136 or similar approved products or product candidates in development by third parties; and
- the approval of other new therapies for the same indications.

If palazestrant or OP-3136 is approved but does not achieve an adequate level of acceptance by physicians, hospitals, healthcare payors, and patients, we may not generate or derive sufficient revenue, which could significantly harm our business, financial condition, results of operations, and prospects.

If we experience delays or difficulties in the enrollment and/or maintenance of patients in clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

Patient enrollment is a significant factor in the timing of clinical trials, and the timing of our clinical trials depends, in part, on the speed at which we can recruit patients to participate in our trials, as well as completion of required follow-up periods. We may not be able to initiate or continue clinical trials for palazestrant, OP-3136, or any future product candidates we may develop, if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials to such trial's conclusion as required by the FDA, EMA, the European Commission, or other comparable foreign regulatory authorities. Additionally, certain clinical trials for future product candidates may be focused on indications with relatively small patient populations, which may further limit enrollment of eligible patients or may result in slower enrollment than we anticipate. The eligibility criteria of our clinical trials, once established, may further limit the pool of available trial participants.

Patient enrollment may also be affected if our competitors have ongoing clinical trials for product candidates that are under development for the same indications as palazestrant, OP-3136, or any future product candidates we may develop, and patients who would otherwise be eligible for our clinical trials instead enroll in clinical trials of our competitors' product candidates. Patient enrollment for any of our clinical trials may be affected by other factors, including:

- size and nature of the patient population;
- severity of the disease under investigation;
- availability and efficacy of approved drugs for the disease under investigation;
- patient eligibility criteria for the trial in question as defined in the protocol;
- perceived risks and benefits of the product candidate under study;
- clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies, including any new products that may be approved for the indications we are investigating;
- efforts to facilitate timely enrollment in clinical trials;
- patient referral practices of physicians;
- the ability to monitor patients adequately during and after treatment;
- proximity and availability of clinical trial sites for prospective patients;
- continued enrollment of prospective patients by clinical trial sites;
- the risk that patients enrolled in clinical trials will drop out of the trials before completion or, because they may be late-stage cancer patients, will not survive the full terms of the clinical trials; and
- the level of resources that clinical sites have to conduct a growing number of clinical studies.

Our inability to enroll and maintain a sufficient number of patients for our clinical trials would result in significant delays or may require us to abandon one or more clinical trials altogether. Enrollment delays in our clinical trials may result in increased development costs for palazestrant, OP-3136, or any future product candidates we may develop and jeopardize our ability to obtain marketing approval for the sale of palazestrant, OP-3136, or any future product candidates we may develop. Furthermore, even if we are able to enroll a sufficient number of patients for our clinical trials, we may have difficulty maintaining enrollment of such patients in our clinical trials.

We are developing palazestrant and OP-3136 and may develop future product candidates, in combination with other therapies, which exposes us to additional risks.

We are developing palazestrant and OP-3136 and may develop future product candidates, in combination with one or more other approved or unapproved therapies to treat cancer or other diseases. For example, we have a Phase 1/2 study of palazestrant in a combination trial with a CDK4/6 inhibitor, an additional Phase 1/2 studies of palazestrant in combination with another CDK4/6 inhibitor and with a PI3Ka inhibitor, and a Phase 1b/2 study of palazestrant in combination with a CDK4 inhibitor. We have also initiated OPERA-02, a Phase 3 clinical trial of palazestrant in combination with a CDK4/6 inhibitor, ribociclib.

Even if palazestrant, OP-3136, or any future product candidates we may develop, were to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to be subject to the risks that the FDA, the European Commission, or comparable foreign regulatory authorities could revoke approval of the therapy used in combination with our product or that safety, efficacy, manufacturing or

supply issues could arise with any of those existing therapies. If the therapies we use in combination with palazestrant, OP-3136, or any future product candidates we may develop, are replaced as the standard of care for the indications we choose for palazestrant, OP-3136, or any future product candidates we may develop, the FDA, the European Commission, or comparable foreign regulatory authorities may require us to conduct additional clinical trials. The occurrence of any of these risks could result in our own product, if approved, being removed from the market or being less successful commercially.

We also may choose to evaluate palazestrant, OP-3136, or any future product candidates we may develop in combination with one or more cancer therapies that have not yet been approved for marketing by the FDA, European Commission, or comparable foreign regulatory authorities. We will not be able to market and sell palazestrant, OP-3136, or any future product candidates we may develop, in combination with an unapproved cancer therapy for a combination indication if that unapproved therapy does not ultimately obtain marketing approval either alone or in combination with our product. In addition, unapproved cancer therapies face the same risks described with respect to palazestrant or OP-3136 currently in development and clinical trials, such as the potential for serious adverse effects, delays in their clinical trials and potential failure to receive approval from the FDA, European Commission or comparable foreign regulatory authorities.

If the FDA, European Commission, or comparable foreign regulatory authorities do not approve these other drugs or revoke their approval of, or if safety, efficacy, quality, manufacturing or supply issues arise with, the drugs we choose to evaluate in combination with palazestrant, OP-3136, or future product candidates we may develop, we may be unable to obtain approval of or market such combination therapy.

Risks associated with the in-licensing or acquisition of drug candidates could cause substantial delays in the pre-clinical and clinical development of our drug candidates.

We have previously in-licensed product candidates, and we may acquire or in-license potential product candidates for in the future, as we continue to build our pipeline. Such arrangements with third parties impose diligence, development and commercialization obligations, milestone payments, royalty payments, indemnification and other obligations on us. Our obligations to pay milestone, royalty and other payments to our licensor may be substantial, and the amount and timing of such payments may impact our ability to progress the development and commercialization of our product candidates. Our rights to use any licensed intellectual property are subject to the continuation of and our compliance with the terms of any such agreements.

Disputes over intellectual property and other rights that we have licensed or acquired, or may license or acquire in the future, from third parties could prevent or impair our ability to maintain any such arrangements on acceptable terms, result in delays in the commencement or completion of our pre-clinical studies and clinical trials and impact our ability to successfully develop and commercialize the affected product candidates. If we fail to comply with our obligations under any licensing agreements, these agreements may be terminated or the scope of our rights under them may be reduced and we might be unable to develop, manufacture or market any product that is licensed under these agreements.

The incidence and prevalence for target patient populations of palazestrant and OP-3136 are based on estimates and third-party sources. If the market opportunities for palazestrant, OP-3136, or any future product candidates we may develop, if and when approved, are smaller than we estimate or if any approval that we obtain is based on a narrower definition of the patient population, our revenue and ability to achieve profitability might be materially and adversely affected.

Periodically, we make estimates regarding the incidence and prevalence of target patient populations for particular diseases based on various third-party sources and internally generated analysis and use such estimates in making decisions regarding our drug development strategy, including acquiring or in-licensing product candidates and determining indications on which to focus in non-clinical or clinical trials.

The incidence and prevalence for target patient populations of palazestrant or OP-3136 are based on estimates and third-party sources. These estimates may be inaccurate or based on imprecise data. For example, the total addressable market opportunity will depend on, among other things, acceptance of our drugs by the medical community and patient access, drug pricing and reimbursement. The number of patients in the addressable markets may turn out to be lower than expected, patients may not be otherwise amenable to treatment with our

drugs, or new patients may become increasingly difficult to identify or gain access to. If the market opportunities for palazestrant, OP-3136, or any future product candidates we may develop, if and when approved, are smaller than we estimate or if any approval that we obtain is based on a narrower definition of the patient population, our revenue and ability to achieve profitability might be materially and adversely affected.

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

From time to time, we may publicly disclose preliminary or top-line data from our non-clinical studies and clinical trials, which is based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or trial. We also make assumptions, estimations, calculations, and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the top-line or preliminary results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated. Top-line data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, top-line data should be viewed with caution until the final data are available.

From time to time, we may also disclose interim data from our clinical trials. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available or as patients from our clinical trials continue other treatments for their disease. Adverse differences between preliminary or interim data and final data could significantly harm our business prospects. Further, disclosure of interim data by us has resulted, and disclosure of interim data by us or by our competitors could in the future result, in volatility in the price of our common stock.

Further, others, including regulatory authorities, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of our particular program, the approvability or commercialization of our particular product candidate or product and our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is material or otherwise appropriate information to include in our disclosure.

If the interim, top-line, or preliminary data that we report differ from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, palazestrant, OP-3136, or any future product candidates we may develop may be harmed, which could significantly harm our business, financial condition, results of operations, and prospects.

We face significant competition, and if our competitors develop and market technologies or products more rapidly than we do or that are more effective, safer, or less expensive than palazestrant, OP-3136, or any future product candidates we may develop, our commercial opportunities will be negatively impacted.

The biotechnology and pharmaceutical industries are characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary and novel products and product candidates. Our competitors have developed, are developing or may develop products, product candidates and processes competitive with palazestrant or OP-3136. Any product candidate that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. We believe that a significant number of products are currently under development and may become commercially available in the future for the treatment of conditions for which we are attempting to develop palazestrant and OP-3136. Products we may develop in the future are also likely to face competition from other products and therapies, some of which we may not currently be aware. In addition, palazestrant, OP-3136, and any product candidate that we may develop in the future may need to compete with off-label drugs used by physicians to treat the indications for

which we seek approval. This may make it difficult for us to replace existing therapies with palazestrant, OP-3136, and any future product candidates we may develop.

In particular, there is intense competition in the field of women's cancer which we are pursuing. We have competitors both in the United States and internationally, including major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies, emerging and start-up companies, government authorities, universities and other research institutions. We also compete with these organizations to recruit management, scientists and clinical development personnel, which could negatively affect our level of expertise and our ability to execute our business plan. We will also face competition in establishing clinical trial sites, enrolling subjects for clinical trials and in identifying and in-licensing new product candidates.

For example, if we are successful in developing palazestrant, it may compete against existing products and product candidates in development, to the extent any such product candidates are approved, for the treatment of ER+ breast cancer, including fulvestrant, marketed as Faslodex® by AstraZeneca PLC and or any generic equivalents of Faslodex that are marketed or in development; elacestrant, marketed as ORSERDU™ by Stemline Therapeutics Inc.; giredestrant (GDC-9545), being developed by Roche Holding AG/Genentech, Inc.; camizestrant (AZD9833), being developed by AstraZeneca PLC; imlunestrant, marketed as Inluriyo™ by Eli Lilly and Co.; vepdegestrant (ARV-471), being developed by Arvinas, Inc. in partnership with Pfizer, Inc.; and lasofoxifene, being developed by LeonaBio, Inc. There are also a number of KAT6 inhibitor product candidates in development that may compete with OP-3136 including prifetrastat and PF-08032562, which are being developed by Pfizer, MEN2312, which is being developed by Stemline Therapeutics, and BG-75202 being developed by BeOne Medicines.

We have chosen to initially address well-validated biochemical targets, and therefore expect to face competition from existing products and products in development. There are a large number of companies developing or marketing treatments for cancer, including many major pharmaceutical and biotechnology companies. Many of these current and potential competitors may have significantly greater financial, manufacturing, commercial, clinical development, research and technical and human resources expertise than we do. Large pharmaceutical and biotechnology companies, in particular, have extensive experience in clinical testing, obtaining regulatory approvals, recruiting patients and manufacturing biotechnology products. These companies also have significantly greater research and marketing capabilities than we do and may also have products that have been approved or are in late stages of development, and collaborative arrangements in our target markets with leading companies and research institutions. Established pharmaceutical and biotechnology companies may also invest heavily to accelerate discovery and development of novel compounds or to in-license novel compounds that could make the product candidate that we develop obsolete. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies, as well as in acquiring technologies complementary to, or necessary for, our programs. As a result of all of these factors, our competitors may succeed in obtaining approval from the FDA, the European Commission, or other comparable foreign regulatory authorities or in discovering, developing and commercializing products in our field before we do.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient, have a broader label, are marketed more effectively, receive greater levels of reimbursement or are less expensive than products we may develop. Our competitors also may obtain marketing approval from the FDA, the European Commission, or other comparable foreign regulatory authorities for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. Even if palazestrant, OP-3136, or any future product candidates we may develop achieve marketing approval, they may be priced at a significant premium over competitive products if any have been approved by then, resulting in reduced competitiveness. Technological advances or products developed by our competitors may render our technologies or palazestrant, OP-3136, and any future product candidates we may develop obsolete, less competitive, or not economical. If we are unable to compete effectively, our opportunity to generate revenue from the sale of any product we may develop, if approved, would be adversely affected.

Changes in methods of palazestrant and OP-3136 manufacturing or formulation may result in additional costs or delay.

As palazestrant and OP-3136 progress through non-clinical and clinical trials to potential marketing approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods and formulation, are altered along the way in an effort to optimize yield and manufacturing batch size, minimize costs and achieve consistent quality and results. Such changes carry the risk that they will not achieve these intended objectives. Any of these changes could cause palazestrant and OP-3136 to perform differently and affect the results of planned clinical trials or other future clinical trials conducted with the altered materials. This could delay completion of clinical trials, require the conduct of bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay approval of palazestrant or OP-3136 and jeopardize our ability to commercialize palazestrant or OP-3136, if approved, and generate revenue.

Any product candidate we develop may become subject to unfavorable third-party coverage and reimbursement practices, as well as pricing regulations.

The availability and extent of coverage and adequate reimbursement by third-party payors, including government health administration authorities, private health coverage insurers, managed care organizations and other third-party payors is essential for most patients to be able to afford expensive treatments. If we obtain marketing approval for palazestrant, OP-3136, or any future product candidates we may develop, sales of such product will depend substantially, in the United States and internationally, on the extent to which the costs of the product are covered and reimbursed by third-party payors. If reimbursement is not available, or is available only at inadequate levels, we may not be able to successfully commercialize palazestrant, OP-3136, or any future product candidates we may develop. Even if coverage is provided, the approved reimbursement amount may not be high enough to allow us to establish or maintain pricing sufficient to realize an adequate return on our investment. Coverage and reimbursement may impact the demand for, or the price of, any product candidate for which we obtain marketing approval. If coverage and reimbursement are not available or reimbursement is available only to limited levels, we may not successfully commercialize any product candidate for which we obtain marketing approval.

There is significant uncertainty related to third-party payor coverage and reimbursement of newly approved products. In the United States, for example, principal decisions about reimbursement for new products are typically made by the Centers for Medicare & Medicaid Services (CMS), an agency within HHS. CMS decides whether and to what extent a new product will be covered and reimbursed under Medicare, and private third-party payors often follow CMS's decisions regarding coverage and reimbursement to a substantial degree. However, one third-party payor's determination to provide coverage for a product candidate does not assure that other payors will also provide coverage for the product candidate. Moreover, eligibility for reimbursement does not imply that any drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution. Interim reimbursement levels for new drugs, if applicable, may also not be sufficient to cover our costs and may not be made permanent. Reimbursement rates may vary according to the use of the drug and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments for other services. As a result, the coverage determination process is often time-consuming and costly. This process will require us to provide scientific and clinical support for the use of our product to each third-party payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance.

A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular products and requiring substitutions of generic products and/or biosimilars. For example, HHS imposes rebates on many Medicare Part B and Medicare Part D products to penalize price increases that outpace inflation on an annual basis. In addition, HHS has been empowered to negotiate the price of certain single-source drugs that have been on the market for at least seven (7) years covered under Medicare as part of the Medicare Drug Price Negotiation Program. Each year up to twenty (20) products will be selected by HHS for the Medicare Drug Price Negotiation Program. Products subject to the Medicare Drug Price Negotiation Program are expected to experience a significant reduction in reimbursement from the Medicare program on a per unit basis. Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. Further, such payors are increasingly examining the medical necessity and reviewing the cost effectiveness of medical product candidates. There may be especially significant delays in obtaining coverage and reimbursement for newly approved drugs. Third-party payors may limit coverage to specific product candidates on an approved list, known as a formulary, which might not include all FDA-approved drugs for a particular indication. We may need to conduct expensive pharmaco-economic studies to demonstrate the medical necessity and cost effectiveness of our product. Nonetheless, palazestrant, OP-3136, or any future product candidates we may develop may not be considered medically necessary or cost effective. We cannot be sure that coverage and reimbursement will be available for any product that we commercialize and, if reimbursement is available, what the level of reimbursement will be.

Outside the United States, international operations are generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost containment initiatives in European countries, Canada and other countries has and will continue to put pressure on the pricing and usage of therapeutics such as palazestrant, OP-3136, or any future product candidates we may develop. In many countries, including European Union (EU) Member States, medical product prices are subject to varying price control mechanisms as part of national health systems. In these countries, pricing negotiations with governmental authorities can take considerable time after a product receives marketing approval. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of palazestrant, OP-3136, or any future product candidates we may develop to other available therapies. In general, product prices under such systems are substantially lower than in the United States. Other countries allow companies to fix their own prices for products but monitor and control company profits. Additional foreign price controls or other changes in pricing regulation could restrict the amount that we are able to charge for palazestrant, OP-3136, or any future product candidates we may develop. Accordingly, in markets outside the United States, the reimbursement for any product that we commercialize may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

If we are unable to establish or sustain coverage and adequate reimbursement for any product candidates that we commercialize from third-party payors, the adoption of those products and potential sales revenue would be adversely affected, which, in turn, could adversely affect the ability to market or sell those product candidates, if approved. Coverage policies and third-party payor reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for a product for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Guidelines and recommendations published by various organizations can reduce the use of palazestrant, OP-3136, or any future product candidates we may develop.

Government authorities promulgate regulations and guidelines directly applicable to us and to palazestrant, OP-3136, or any future product candidates we may develop. In addition, professional societies, such as practice management groups, private health and science foundations and organizations involved in various diseases from time to time may also publish guidelines or recommendations to the healthcare and patient communities. Recommendations of government authorities or these other groups or organizations may relate to such matters as usage, dosage, route of administration and use of concomitant therapies. Recommendations or guidelines suggesting the reduced use of palazestrant, OP-3136, or any future product candidates we may develop or the use of competitive or alternative products as the standard of care to be followed by patients and healthcare

providers could result in decreased use of palazestrant, OP-3136, or any future product candidates we may develop.

Risks related to regulatory approval and other legal compliance matters

We may be unable to obtain U.S. or foreign regulatory approvals and, as a result, may be unable to commercialize palazestrant, OP-3136, or any future product candidates we may develop.

Palazestrant and OP-3136 are, and any future product candidates we develop will be, subject to extensive governmental regulations relating to, among other things, research, testing, development, manufacturing, safety, efficacy, approval, recordkeeping, reporting, labeling, storage, packaging, advertising and promotion, pricing, marketing and distribution of drugs. Rigorous non-clinical testing and clinical trials and an extensive regulatory approval process must be successfully completed in the United States and in many foreign jurisdictions before a new drug can be marketed. Satisfaction of these and other regulatory requirements is costly, time-consuming, uncertain and subject to unanticipated delays. We cannot provide any assurance that palazestrant, OP-3136, or any future product candidates we may develop will progress through required clinical testing and obtain the regulatory approvals necessary for us to begin selling them.

We have not conducted, managed or completed large-scale or pivotal clinical trials nor managed the regulatory approval process with the FDA or any other regulatory authority. The time required to obtain approvals from the FDA and other regulatory authorities is unpredictable and requires successful completion of extensive clinical trials, which typically takes many years, depending upon the type, complexity and novelty of the product candidate. The standards that the FDA, EMA, the European Commission, or other comparable foreign regulatory authorities use when evaluating clinical trial data can, and often do, change during drug development, which makes it difficult to predict with any certainty how they will be applied. We may also encounter unexpected delays or increased costs due to new government regulations or other actions, including future legislation or administrative action, or changes in FDA, EMA, the European Commission, or other comparable foreign regulatory authorities' policies during the period of drug development, clinical trials and FDA, EMA, the European Commission, or other comparable foreign regulatory authorities' regulatory review.

Any delay or failure in seeking or obtaining required approvals would have a material and adverse effect on our ability to generate revenue from the particular product candidate for which we are developing and seeking approval. Furthermore, any regulatory approval to market a drug may be subject to significant limitations on the approved uses or indications for which we may market the drug or the labeling or other restrictions. In addition, the FDA has the authority to require a REMS as part of approving an NDA, or after approval, which may impose further requirements or restrictions on the distribution or use of an approved drug. These requirements or restrictions might include limiting prescribing to certain physicians or medical centers that have undergone specialized training, limiting treatment to patients who meet certain safe-use criteria and requiring treated patients to enroll in a registry. These limitations and restrictions may significantly limit the size of the market for the drug and affect reimbursement by third-party payors.

We may also become subject to numerous foreign regulatory requirements governing, among other things, the conduct of clinical trials and manufacturing of palazestrant or OP-3136. The foreign regulatory approval process varies among countries, and generally includes all of the risks associated with FDA approval described above as well as risks attributable to the satisfaction of local regulations in foreign jurisdictions. Moreover, the time required to obtain approval may differ from that required to obtain FDA approval.

Our business entails a significant risk of product liability and if we are unable to obtain sufficient insurance coverage, such inability could significantly harm our business, financial condition, results of operations, and prospects.

Our business exposes us to significant product liability risks inherent in the development, testing, manufacturing and marketing of therapeutic treatments. Product liability claims could delay or prevent completion of our development programs. If we succeed in marketing products, such claims could result in an FDA, EMA, competent authorities of EU Member States, or other regulatory authority investigation of the safety and effectiveness of our product, our manufacturing processes and facilities or our marketing programs. The FDA, EMA, competent authorities of EU Member States or other regulatory authority investigations could potentially

lead to a recall of our product or more serious enforcement action, limitations on the approved indications for which it may be used or suspension, variation, or withdrawal of approvals. Regardless of the merits or eventual outcome, liability claims may also result in decreased demand for our product, injury to our reputation, costs to defend the related litigation, a diversion of management's time and our resources and substantial monetary awards to trial participants or patients. We currently have product liability insurance that we believe is appropriate for our stage of development and may need to obtain higher levels prior to marketing palazestrant or OP-3136, if approved. Any insurance we have or may obtain may not provide sufficient coverage against potential liabilities. Furthermore, clinical trial and product liability insurance are becoming increasingly expensive. As a result, we may be unable to obtain sufficient insurance at a reasonable cost to protect us against losses caused by any product liability claims that could significantly harm our business, financial condition, results of operations, and prospects.

Palazestrant, OP-3136, and any future product candidates we develop may cause significant adverse events, toxicities or other undesirable side effects when used alone or in combination with other approved products or investigational new drugs, which may result in a safety profile that could inhibit regulatory approval, prevent market acceptance, limit their commercial potential or result in significant negative consequences.

As is the case with pharmaceuticals generally, there have been side effects and adverse events associated with the use of palazestrant, and it is likely that there may be additional side effects and adverse events associated with the use of palazestrant, OP-3136, or any future product candidates we may develop. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics. For example, the most common side effects we have seen in patients treated with palazestrant in our clinical trials are nausea, fatigue, vomiting, constipation, headaches, and neutropenia. Undesirable side effects caused by palazestrant, OP-3136, or any future product candidates we may develop could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA, the European Commission, or other comparable foreign regulatory authorities. Any of these occurrences may significantly harm our business, financial condition, results of operations, and prospects.

If palazestrant, OP-3136, or any future product candidates we may develop are associated with undesirable side effects or have unexpected characteristics in non-clinical studies or clinical trials when used alone or in combination with other approved products or investigational new drugs, we may need to interrupt, delay or abandon their development or limit development to more narrow uses or subpopulations in which the undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective. Treatment-related side effects could also affect patient recruitment or the ability of enrolled subjects to complete a trial or result in potential product liability claims. Any of these occurrences may prevent us from achieving or maintaining market acceptance of the affected product candidate and may significantly harm our business, financial condition, results of operations, and prospects.

Patients in our ongoing and planned clinical trials may in the future suffer significant adverse events or other side effects not observed in our non-clinical studies or previous clinical trials. Palazestrant, OP-3136, or any future product candidates we may develop, may be used as chronic therapies or be used in pediatric populations, for which safety concerns may be particularly scrutinized by regulatory authorities. In addition, if palazestrant, OP-3136, or any future product candidates we may develop, are used in combination with other therapies, palazestrant, OP-3136, or any future product candidates we may develop may exacerbate adverse events associated with the therapy and it may not be possible to determine whether it was caused by our product or the one with which it was combined. Patients treated with palazestrant, OP-3136, or any future candidates we may develop, may also be undergoing surgical, radiation, and chemotherapy treatments, which can cause side effects or adverse events that are unrelated to palazestrant, OP-3136, or any future product candidates we may develop, but may still impact the success of our clinical trials. The inclusion of critically ill patients in our clinical trials may result in deaths or other adverse medical events due to many factors, including other therapies or medications that such patients may be using or due to the gravity of such patients' illnesses.

If significant adverse events or other side effects are observed in any of our current or future clinical trials, we may have difficulty recruiting patients to the clinical trials, patients may drop out of our trials, or we may be required to abandon the trials or our development efforts of that product candidate altogether. We, the FDA,

competent authorities of EU Member States, other comparable regulatory authorities or an IRB or Ethics Committee may suspend, vary or terminate clinical trials of a product candidate at any time for various reasons, including a belief that subjects in such trials are being exposed to unacceptable health risks or adverse side effects. Some potential therapeutics developed in the biotechnology industry that initially showed therapeutic promise in early-stage trials have later been found to cause side effects that prevented their further development. Even if the side effects do not preclude the product candidate from obtaining or maintaining marketing approval, undesirable side effects may inhibit market acceptance due to its tolerability versus other therapies. Any of these developments could significantly harm our business, financial condition, results of operations, and prospects, including our potential collaboration, financing, or other business opportunities. Further, if palazestrant or OP-3136 obtains marketing approval, toxicities associated with palazestrant or OP-3136 that are not seen during clinical testing may develop after such approval and lead to a requirement to conduct additional clinical safety trials, additional contraindications, addition of warnings, and precautions to the drug label, significant restrictions on the use of the product or the withdrawal of the product from the market. We cannot predict whether palazestrant or OP-3136 will cause toxicities in humans that would preclude or lead to the revocation of regulatory approval based on non-clinical studies or early-stage clinical trials.

The FDA, EMA, the European Commission, and other comparable foreign regulatory authorities may not accept data from trials conducted in locations outside of their jurisdiction.

We currently plan to conduct international clinical trials and may choose to conduct additional international clinical trials in the future. The acceptance of study data by the FDA, EMA, the European Commission or other comparable foreign regulatory authority from clinical trials conducted outside of their respective jurisdictions may be subject to certain conditions. In cases where data from foreign clinical trials are intended to serve as the basis for marketing approval in the United States, the FDA will generally not approve the application on the basis of foreign data alone unless (1) the data are applicable to the United States population and United States medical practice; (2) the trials are performed by clinical investigators of recognized competence and pursuant to current GCP requirements; and (3) the FDA is able to validate the data through an on-site inspection or other appropriate means. Additionally, the FDA's clinical trial requirements, including the adequacy of the patient population studied and statistical powering, must be met. In addition, such foreign trials would be subject to the applicable local laws of the foreign jurisdictions where the trials are conducted. There can be no assurance that the FDA, EMA, the European Commission, or any applicable foreign regulatory authority will accept data from trials conducted outside of its applicable jurisdiction. If the FDA, EMA, the European Commission or any applicable foreign regulatory authority does not accept such data, it would result in the need for additional trials, which would be costly and time-consuming and delay aspects of our business plan, and which may result in palazestrant, OP-3136, or any future product candidates we may develop not receiving approval for commercialization in the applicable jurisdiction.

Obtaining and maintaining regulatory approval of palazestrant, OP-3136, or any product candidate we develop in the future, in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of palazestrant, OP-3136, or any product candidate we develop in the future, in other jurisdictions.

Obtaining and maintaining regulatory approval of palazestrant, OP-3136, or any product candidate we develop in the future, in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction. For example, even if the FDA, the European Commission or other foreign regulatory authority grants marketing approval of a product candidate, comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion and reimbursement of the product candidate in those countries. However, a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from those in the United States, including additional non-clinical studies or clinical trials as clinical trials conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the United States, a product candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we intend to charge for our product is also subject to approval.

Obtaining foreign regulatory approvals and establishing and maintaining compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the

introduction of our product in certain countries. If we or any future collaborator fail to comply with the regulatory requirements in international markets or fail to receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of palazestrant, OP-3136, or any product candidate we develop in the future, will be harmed.

Even if palazestrant, OP-3136, or any product candidate we develop in the future, receives regulatory approval, it will be subject to significant post-marketing regulatory requirements and oversight.

Any regulatory approvals that we may receive for palazestrant, OP-3136, or any product candidate we develop in the future, will require the submission of reports to regulatory authorities and surveillance to monitor the safety and efficacy of the product candidate, may contain significant limitations related to use restrictions for specified age groups, warnings, precautions or contraindications, and may include burdensome post-approval study or risk management requirements. For example, the FDA may require a REMS in order to approve palazestrant, which could entail requirements for a medication guide, physician training and communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA, the EU, or applicable foreign regulatory authorities approve palazestrant, OP-3136, or any future product candidates we may develop, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion, importation, exportation and recordkeeping for palazestrant, OP-3136, or any future product candidates we may develop will be subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as ongoing compliance with cGMPs and GCP for any clinical trials that we conduct post-approval. In addition, manufacturers of drug products and their facilities are subject to continual review and periodic, unannounced inspections by the FDA and other regulatory authorities for compliance with cGMP regulations and standards. If we or a regulatory authority discover previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facilities where the product is manufactured, a regulatory authority may impose restrictions on that product, the manufacturing facility or us, including requiring recall or withdrawal of the product from the market or suspension of manufacturing. In addition, failure to comply with FDA, EU or other applicable foreign regulatory requirements may subject our company to administrative or judicially imposed sanctions, including:

- delays in or the rejection of product approvals;
- restrictions on our ability to conduct clinical trials, including full or partial clinical holds on ongoing or planned trials;
- restrictions on the products, manufacturers or manufacturing process;
- warning letters;
- civil and criminal penalties;
- injunctions;
- suspension, variation or withdrawal of regulatory approvals;
- product seizures, detentions or import bans;
- voluntary or mandatory product recalls and publicity requirements;
- total or partial suspension of production; and
- imposition of restrictions on operations, including costly new manufacturing requirements.

The occurrence of any event or penalty described above may inhibit our ability to commercialize palazestrant, OP-3136, or any future product candidates we may develop and to generate revenue, could require us to expend significant time and resources in response and could generate negative publicity.

The FDA's and other regulatory authorities' policies may change, and additional government regulations may be enacted that could prevent, limit, or delay regulatory approval of palazestrant, OP-3136, or any future product candidates we may develop. If we are slow or unable to adapt to changes in existing requirements or the

adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, and we may not achieve or sustain profitability.

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

If palazestrant, OP-3136, or any future product candidates we may develop is approved for marketing, and we are found to have improperly promoted off-label uses of those products, we may become subject to significant liability. The FDA and other regulatory authorities strictly regulate the promotional claims that may be made about prescription products, such as palazestrant, OP-3136, or any future product candidates we may develop, if approved. In particular, a product may not be promoted for uses that are not approved by the FDA or such other regulatory authorities as reflected in the product's approved labeling. If we receive marketing approval for palazestrant, OP-3136, or any future product candidates we may develop, physicians may nevertheless prescribe it to their patients in a manner that is inconsistent with the approved label based on the physician's independent medical judgment. If we are found to have promoted such off-label uses, we may become subject to significant liability. The U.S. federal government has levied large civil and criminal fines against companies for alleged improper promotion of off-label use and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. If we cannot successfully manage the promotion of palazestrant, OP-3136, or any future product candidates we may develop, if approved, we could become subject to significant liability, which would significantly harm our business, financial condition, results of operations, and prospects.

Disruptions at the FDA, EMA, the European Commission applicable foreign regulatory authorities, the SEC, and other government agencies and regulatory authorities caused by funding shortages, government shutdowns or global health concerns could hinder their ability to hire and retain key leadership and other personnel, or otherwise prevent new or modified products from being developed, approved or commercialized in a timely manner or at all, or otherwise prevent those authorities from performing normal business functions on which the operation of our business may rely, which could significantly harm our business, financial condition, results of operations, and prospects.

The ability of the FDA, EMA, the European Commission or any applicable foreign regulatory authority to review and approve new products can be affected by a variety of factors, including, government budget and funding levels, ability to hire and retain key personnel, the acceptance and availability of user fee payments, and statutory, regulatory, and policy changes, and other events that may otherwise affect the FDA, EMA, the European Commission, or any applicable foreign regulatory authority's ability to perform routine functions. Average review times at the authorities have fluctuated in recent years as a result and may continue to be delayed. In addition, government funding of the SEC and other government authorities on which our operations may rely, including those that fund research and development activities, is subject to the political process, which is inherently fluid and unpredictable. Any reduction, delay, or interruption in such funding, whether due to recent or future budgetary constraints, could adversely affect our ability to operate our business, comply with applicable regulatory requirements, or access the capital markets.

Disruptions at the FDA and other authorities may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government authorities, which would adversely affect our business. For example, over the last several years, the U.S. government has shut down several times, including for 43 days beginning in October 2025, and certain regulatory agencies, such as the FDA, have had to furlough critical employees and stop critical activities. If a prolonged government shutdown occurs again, or if global health concerns prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

We may attempt to secure approval from the FDA, the European Commission or comparable foreign regulatory authorities through the use of accelerated approval pathways. If we are unable to obtain such approval, we may be required to conduct additional non-clinical studies or clinical trials beyond those that we contemplate, which could increase the expense of obtaining, and delay the receipt of, necessary marketing approvals. Even if we receive approval from the FDA, the European Commission

or comparable foreign regulatory authorities through accelerated approval pathways, if our confirmatory trials do not verify clinical benefit, or if we do not comply with rigorous post-marketing requirements, the FDA, the European Commission or comparable foreign regulatory authorities may seek to withdraw their approval.

We may in the future seek approval for palazestrant, OP-3136, or any future product candidates we may develop through accelerated approval pathways. Under the accelerated approval program, the FDA may grant accelerated approval to a product candidate designed to treat a serious or life-threatening condition that provides meaningful therapeutic benefit over available therapies upon a determination that the product candidate has an effect on a surrogate endpoint or intermediate clinical endpoint that is reasonably likely to predict clinical benefit. The FDA considers a clinical benefit to be a positive therapeutic effect that is clinically meaningful in the context of a given disease, such as irreversible morbidity or mortality. For the purposes of accelerated approval, a surrogate endpoint is a marker, such as a laboratory measurement, radiographic image, physical sign, or other measure that is thought to predict clinical benefit but is not itself a measure of clinical benefit. An intermediate clinical endpoint is a clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit. The accelerated approval pathway may be used in cases in which the advantage of a new drug over available therapy may not be a direct therapeutic advantage but is a clinically important improvement from a patient and public health perspective. If granted, accelerated approval is usually contingent on the sponsor's agreement to conduct, in a diligent manner, additional post-approval confirmatory studies to verify and describe the drug's clinical benefit. Third-party payors may refuse to provide coverage or reimbursement for the drug until the confirmatory studies are complete. Additionally, if such post-approval studies fail to confirm the drug's clinical benefit, the FDA may withdraw its approval of the drug.

Prior to seeking accelerated approval for palazestrant or OP-3136, we intend to seek feedback from the FDA and will otherwise evaluate our ability to seek and receive accelerated approval. There can be no assurance that after our evaluation of the feedback and other factors we will decide to pursue or submit an NDA for accelerated approval or any other form of expedited development, review or approval. Similarly, there can be no assurance that after subsequent FDA feedback we will continue to pursue or apply for accelerated approval or any other form of expedited development, review or approval, even if we initially decide to do so. Furthermore, if we decide to submit an application for accelerated approval or receive an expedited regulatory designation (e.g., breakthrough therapy designation) for palazestrant or OP-3136, there can be no assurance that such submission or application will be accepted or that any expedited development, review or approval will be granted on a timely basis, or at all. The FDA or other comparable foreign regulatory authorities could also require us to conduct further studies prior to considering our application or granting approval of any type. A failure to obtain accelerated approval or any other form of expedited development, review or approval for palazestrant or OP-3136 would result in a longer time period to commercialization of such product candidate, could increase the cost of development of palazestrant or OP-3136 and could harm our competitive position in the marketplace.

We may face difficulties from changes to current regulations, policies, and future legislation.

Existing regulatory policies may change, and additional regulations may be enacted that could prevent, limit, or delay regulatory approval of palazestrant, OP-3136, or any future product candidates we may develop. We cannot predict the likelihood, nature, or extent of government regulation or other action that may arise from future legislative, judicial or executive action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained or face challenges in achieving or sustaining profitability.

For example, in March 2010, the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively the ACA, was passed, which substantially changed the way healthcare is financed by both the government and private insurers and continues to significantly impact the U.S. pharmaceutical industry. There have been executive, judicial and Congressional challenges and amendments to certain aspects of the ACA. For example, on July 4, 2025, the OBBBA was signed into law, which narrowed access to ACA marketplace exchange enrollment and declined to extend the ACA enhanced advanced premium tax credits that expired at the end of 2025, which, among other provisions in the law, are anticipated to reduce the number of Americans with health insurance. The OBBBA also is expected to reduce Medicaid spending and enrollment by implementing work requirements for some beneficiaries, capping state-directed payments, reducing federal funding, and limiting provider taxes used to fund the program. Congress is considering proposed legislation intended to further reduce healthcare costs with alternatives to replace the expired ACA subsidies. It is possible that the ACA will be subject to judicial or Congressional challenges in the future. It is unclear how any such challenges and the healthcare reform measures of the current administration will impact the ACA or our business.

In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted. Such legislative changes also included aggregate reductions to Medicare payments to providers of 2% per fiscal year, effective April 1, 2013, which, due to subsequent legislative amendments, will stay in effect until 2032 unless additional Congressional action is taken. Additionally, on March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminated the statutory Medicaid drug rebate cap, previously set at 100% of a drug's average manufacturer price, for single source and innovator multiple source drugs, effective January 1, 2024. These laws may result in additional reductions in Medicare and other healthcare funding, which could have a material adverse effect on potential customers for our drugs, if approved, and accordingly, on our business, financial condition, results of operations, and prospects.

The current administration is pursuing policies to reduce regulations and expenditures across government including at HHS, the FDA, CMS and related agencies. These actions, presently directed by executive orders or memoranda from the Office of Management and Budget, may propose policy changes that create additional uncertainty for our business. For example, the current administration has announced agreements with major pharmaceutical companies that require the drug manufacturer to offer, through a direct-to-consumer platform (TrumpRx), U.S. patients and Medicaid programs prescription drug Most-Favored Nation pricing equal to or lower than those paid in other developed nations, with additional mandates for direct-to-patient discounts and repatriation of foreign revenues. Other recent actions include, for example, directives to reduce agency workforce, program cuts, directing HHS to lower prescription drug costs for Medicare through a variety of initiatives, imposing tariffs on imported pharmaceutical products, and as part of the Make America Healthy Again, Commission's recent Strategy Report, working across government agencies to increase enforcement on direct-to-consumer pharmaceutical advertising. Additionally, the current administration recently called on Congress to enact "The Great Healthcare Plan," to codify and expand Most-Favored Nation pricing, lower government subsidies to private insurance companies, increase healthcare price transparency, expand pharmaceutical drugs available for over-the-counter purchase, and enact restrictions on pharmacy benefit manager payment methodologies, among other things. These actions and policies may significantly reduce U.S. drug prices, potentially impacting manufacturers' global pricing strategies and profitability, while increasing operational costs and compliance risks.

In June 2024, in *Loper Bright Enterprises v. Raimondo*, the U.S. Supreme Court greatly reduced judicial deference to regulatory agencies, which could increase successful legal challenges to federal regulations affecting our operations. Congress may introduce and ultimately pass health care related legislation that could impact the drug approval process and make changes to the Medicare Drug Price Negotiation Program.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Any such approved importation plans, when implemented, may result in lower drug prices for products covered by those programs.

The likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad, is uncertain. As an example, the regulatory landscape related to clinical trials in the EU has evolved. The EU Clinical Trials Regulation (CTR), which was adopted in April 2014 and repeals the EU Clinical Trials Directive (CTD), became applicable on January 31, 2022. The CTR allows sponsors to make a single submission to both the competent authority and an ethics committee in each EU Member State, leading to a single decision for each EU Member State. The assessment procedure for the authorization of clinical trials has been harmonized as well, including a joint assessment by all EU Member States concerned, and a separate assessment by each EU Member State with respect to specific requirements related to its own territory, including ethics rules. Each EU Member State's decision is communicated to the sponsor via the centralized EU portal. Once the clinical trial is approved, clinical study development may proceed. The CTR foresaw a three-year transition period that ended on January 31, 2025. Since this date, all new or ongoing trials are subject to the provisions of the CTR. Compliance with the CTR requirements by us and our third-party service providers, such as CROs, may impact our development plans.

Moreover, in order to obtain reimbursement for our products in some European countries, including some EU Member States, we may be required to compile additional data comparing the cost-effectiveness of our products to other available therapies. The HTA of medicinal products is becoming an increasingly common part of the pricing and reimbursement procedures in some EU Member States, including those representing the larger markets. The HTA process is the procedure to assess therapeutic, economic and societal impact of a given medicinal product in the national healthcare systems of the individual country. The outcome of an HTA will often influence the pricing and reimbursement status granted to these medicinal products by the competent authorities of individual EU Member States. The extent to which pricing and reimbursement decisions are influenced by the HTA of the specific medicinal product currently varies between EU Member States. On January 12, 2025, the HTA Regulation entered into application and has a phased implementation. The HTA Regulation is intended to boost cooperation among EU Member States in assessing health technologies, including new medicinal products, and established a framework for joint clinical assessments, joint scientific consultations, and the early identification of emerging health technologies. The HTA Regulation permits EU Member States to use common HTA tools, methodologies, and procedures across the EU and requires them to rely on EU level joint clinical assessment reports for the clinical components of their national HTA evaluations. Individual EU Member States continue to be responsible for assessing non-clinical (e.g., economic, social, ethical) aspects of health technologies, and making decisions on pricing and reimbursement.

In light of the fact that the United Kingdom has left the EU, the HTA Regulation will not apply in the United Kingdom. However, the MHRA is working with UK HTA bodies and other national organizations, such as the Scottish Medicines Consortium (SMC), the National Institute for Health and Care Excellence (NICE), and the All-Wales Medicines Strategy Group, to introduce new pathways supporting innovative approaches to the safe, timely and efficient development of medicinal products. There can be no assurance that we will be able to obtain or sustain favorable pricing or reimbursement in the UK under these evolving frameworks, and any such inability could materially and adversely affect our anticipated revenues and growth prospects in that market.

Following a public consultation that began in 2022, the United Kingdom government has enacted new legislation to overhaul the clinical trials regulatory framework. In April 2025, the UK adopted an amendment to the Medicines for Human Use (Clinical Trials) Regulations 2004 intended to support a more streamlined and flexible regulation of clinical trials, remove unnecessary administrative burdens on trial sponsors, and protect the interests of trial participants. It also intends to bring the UK regulatory framework for clinical trials into closer alignment with the CTR. The amendment became applicable on April 28, 2026 following a one-year transition period. While these changes introduce efficiencies and align with some principles of the CTR, divergence between the United Kingdom and EU regulatory systems remains. Any significant divergence could affect the cost and complexity of conducting clinical trials in the United Kingdom and may impact the acceptability of United Kingdom-based trial data for seeking marketing authorizations in the EU, and vice versa.

Legislators, policymakers and healthcare insurance funds in the EU and the United Kingdom may continue to propose and implement cost-containing measures to keep healthcare costs down, particularly due to the financial strain that the COVID-19 pandemic placed on national healthcare systems of European countries. These measures could include limitations on the prices we would be able to charge for product candidates that we may successfully develop and for which we may obtain regulatory approval or the level of reimbursement available for these products from governmental authorities or third-party payors. Further, an increasing number of EU and other foreign countries use prices for medicinal products established in other countries as "reference prices" to help determine the price of the product in their own territory. Consequently, a downward trend in prices of medicinal products in some countries could contribute to similar downward trends elsewhere.

In addition, on December 11, 2025, the European Commission, the Parliament and the European Council reached a political agreement on a comprehensive overhaul of EU pharmaceutical legislation (the Pharma Package). The reform has been under negotiation since the European Commission submitted its proposal in April 2023. This package - comprised of a new directive and regulation to replace existing legislation – aims to modernize the EU framework. The political agreement is still subject to formal approval by the European Parliament and Council. If approved in the form proposed, the Pharma Package will, among other changes, reduce the baseline market protection period by one year, with limited opportunities for extensions; reshape the incentives regime for orphan medicinal products; and expand the Bolar exemption. A decrease in market exclusivity opportunities for our product candidates in the EU, combined with the expanded Bolar exemption, could open them to generic or biosimilar competition earlier than under the current regime, potentially impacting reimbursement status and the commercial prospects of our product candidates. The new framework is expected to enter into force in 2026 and to be subject to transitional arrangements, with full applications not anticipated before 2028.

If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, our development, approval or commercialization plans may be adversely affected.

We expect that the recent reform activity, as well as other healthcare reform measures that may be adopted in the future may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize palazestrant, OP-3136, or any future product candidates we may develop.

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for biotechnology products. We cannot be sure whether additional legislative changes will be enacted, or whether FDA regulations, guidance or interpretations will be changed, or what the impact of such changes, if any, may be on the marketing approvals of palazestrant, OP-3136, or any future product candidates we may develop.

Our relationships with healthcare professionals, clinical investigators, CROs and third party payors in connection with our current and future business activities may be subject to federal, state and foreign healthcare fraud and abuse laws, false claims laws, transparency laws, government price reporting, and privacy and security laws (including health information privacy and security laws), which could expose us to, among other things, criminal sanctions, civil penalties, contractual damages, exclusion from governmental healthcare programs, reputational harm, administrative burdens, and diminished profits and future earnings.

Healthcare providers and third-party payors play a primary role in the recommendation and prescription of our product candidates for which we obtain marketing approval. Our current and future arrangements with healthcare professionals, clinical investigators, CROs, third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we research, market, sell and distribute our product

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

- the federal Anti-Kickback Statute prohibits, among other things, persons and entities from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under a federal healthcare program such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation. In addition, the government may assert that a claim including items or services resulting from a violation of the U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act;

- the federal false claims and civil monetary penalties laws, including the civil False Claims Act, which can be enforced by private citizens through civil whistleblower or qui tam actions, prohibit individuals or entities from, among other things, knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government;

- the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prohibits, among other things, executing or attempting to execute a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and their implementing regulations, also imposes obligations, including mandatory contractual terms, on covered entities including certain covered healthcare providers, health plans, and healthcare clearinghouses and their respective business associates and covered subcontractors that perform services for them that involve the use, or disclosure of, individually identifiable health information with respect to safeguarding the privacy, security and transmission of individually identifiable health information;

- the federal Physician Payments Sunshine Act requires applicable manufacturers of covered drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program, with specific exceptions, to annually report to CMS information regarding payments and other transfers of value to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), other healthcare professionals (such as physician assistants and nurse practitioners), and teaching hospitals, as well as information regarding ownership and investment interests held by such physicians and their immediate family members. The information reported is publicly available on a searchable website, with disclosure required annually; and

- analogous state and foreign laws and regulations, such as state and foreign anti-kickback and false claims laws, may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers.

Outside the United States, interactions between pharmaceutical companies and health care professionals are also governed by strict laws, such as national anti-bribery laws of European countries, national sunshine rules, regulations, industry self-regulation codes of conduct and physicians' codes of professional conduct. Failure to comply with these requirements could result in reputational risk, public reprimands, administrative penalties, fines or imprisonment. For example, much like the federal Anti-Kickback Statute prohibition in the United States, the provision of benefits or advantages to physicians to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal products is also prohibited in EU Member States. In addition, payments made to physicians in certain EU Member States must be publicly disclosed. Moreover, in some EU Member States agreements with healthcare professionals may be the subject of prior notification and approval by the healthcare professional's public employer, his or her competent professional organization and/or the national competent regulatory authorities.

Some state and local laws require the registration of manufacturers and wholesale distributors of pharmaceutical products in a state, including, in certain states, manufacturers and distributors who ship products into the state even if such manufacturers or distributors have no place of business within the state and/or the registration of pharmaceutical sales representatives in the jurisdiction. Some state and foreign laws require biotechnology companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and may require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures.

Efforts to ensure that our current and future business arrangements with third parties will comply with applicable healthcare laws and regulations will involve ongoing substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, or comparable foreign programs integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and the curtailment or restructuring of our operations. Defending against any such actions can be costly, time-consuming and may require significant financial and personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired. Further, if any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government-funded healthcare programs.

We and the third parties with whom we work are subject to stringent and evolving U.S. and foreign laws, regulations, rules, contractual obligations, policies and other obligations related to data privacy and security. Our (or third parties with whom we work) actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions; litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; and other adverse business consequences.

In the ordinary course of business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, process) personal data and other sensitive information, including proprietary and confidential business data, trade secrets, intellectual property, data we collect about trial participants in connection with clinical trials and sensitive third-party data. Our data processing activities subject us to numerous data privacy and security obligations, such as various laws, regulations, guidance, industry standards, external and internal privacy and security policies, contractual requirements, and other obligations relating to data privacy and security, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Outside the United States, an increasing number of laws, regulations, and industry standards govern data privacy and security. For example, the GDPR imposes strict requirements for processing personal data including the collection and use of health data. For example, under the GDPR, companies may face temporary or definitive bans on data processing and other corrective actions; fines of up to 20 million Euros under the EU GDPR, 17.5 million British Pounds under the UK GDPR or, in each case, 4% of annual global revenue, whichever is higher; or private litigation related to processing of personal data brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests.

In the ordinary course of business, we may transfer personal data from Europe and other jurisdictions to the United States or other countries. In the United States, the U.S. Department of Justice issued a rule entitled the Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons, which places additional restriction on certain data transactions involving countries of concern (e.g., China, Russia, Iran) and covered persons that may impact certain business activities such as vendor engagements, sale or sharing of data, employment of certain individuals, and investor agreements. Violations of the rule could lead to significant civil and criminal fines and penalties. The rule applies regardless of whether data is anonymized, key-coded, pseudonymized, de-identified, or encrypted, which presents particular challenges for companies like ours and may impact our ability to transfer data in connection with certain transactions or agreements.

Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal data to other countries. In particular, the EEA and the UK have significantly restricted the transfer of personal data to the United States and other countries whose privacy laws are considered 'inadequate'. Other jurisdictions may adopt or have already adopted similarly stringent data localization and cross-border data transfer laws. Although there are currently various mechanisms that may be used to effect such cross-border transfers of personal data in compliance with the EU GDPR and UK GDPR, such as the European Commission's 'Standard Contractual Clauses', the United Kingdom's 'International Data Transfer Agreement / Addendum', and the EU-U.S. Data Privacy Framework and the UK Extension thereto (which allows for transfers for relevant U.S.-based organizations who self-certify compliance and participate in the Framework), all such mechanisms are subject to legal challenges, and there is no assurance that we can always satisfy or rely on these mechanisms to lawfully effect cross-border transfers of personal data where required. If there is no lawful manner for us to effect or be the recipient of cross-border transfers of personal data in compliance with the GDPR, and/or other applicable data privacy and security obligations, or if the requirements for a compliant transfer are too onerous, we could face significant adverse consequences, including the interruption or degradation of our operations, the need to relocate part of or all of our business or data processing activities to other jurisdictions at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our processing or transferring of personal data necessary to operate our business.

Some European regulators have ordered certain companies to suspend or permanently cease certain transfers of personal data to recipients outside the EEA for allegedly violating the EU GDPR's cross-border data transfer limitations. Additionally, companies that transfer personal data to recipients outside of the EEA and/or UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators individual litigants and activist groups. Also in Europe, NIS2 regulates resilience and incident response capabilities of entities operating in a number of sectors, including the health sector. Non-compliance with NIS2 may lead up to administrative fines of a maximum of 10 million Euros or up to 2% of the total worldwide revenue of the preceding fiscal year.

Numerous U.S. states have enacted comprehensive privacy laws that impose certain obligations on covered businesses, including providing specific disclosures in privacy notices and affording residents with certain rights concerning their personal data. As applicable, such rights may include the right to access, correct, or delete certain personal data, and to opt-out of certain data processing activities, such as targeted advertising, profiling, and automated decision-making. The exercise of these rights may impact our business and ability to provide our products and services. Certain states also impose stricter requirements for processing certain personal data, including sensitive information, such as conducting data privacy impact assessments. These state laws allow for statutory fines for noncompliance. For example, the California Consumer Privacy Act of 2018 (CCPA) applies to personal data of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of such individuals to exercise certain privacy rights. The CCPA provides for fines and allows private litigants affected by certain data breaches to recover significant statutory damages. The CCPA and other comprehensive U.S. state privacy laws exempt some data processed in the context of clinical trials, but these developments may further complicate compliance efforts, and increase legal risk and compliance costs for us, the third parties with whom we work.

Additionally, the California Privacy Rights Act (CPRA) significantly modified the CCPA, including by expanding consumers' rights with respect to certain sensitive personal information. The CPRA also created a new state agency that will be vested with authority to implement and enforce the CCPA and the CPRA. In addition, numerous states have passed comprehensive privacy laws that have gone or will go into effect. While some of these state laws, like the CCPA, exempt some data processed in the context of clinical trials, these laws demonstrate our vulnerability to the evolving regulatory environment related to personal information and make it difficult to predict the impact of such laws on our business or operations. Aspects of these state privacy statutes remain unclear, resulting in further legal uncertainty and potentially requiring us to modify our data practices and policies and to incur substantial additional costs and expenses in an effort to comply.

We are also bound, and may in the future become bound, by contractual obligations related to data privacy and security, and our efforts to comply with such obligations may not be successful. Moreover, we publish privacy policies and other statements, such as compliance with certain certifications or self-regulatory principles, regarding data privacy and security. If these policies or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators or other adverse consequences.

Obligations related to data privacy and security (and consumers' data privacy expectations) are quickly changing, becoming increasingly stringent, and creating uncertainty. Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or conflict among jurisdictions. Preparing for and complying with these obligations requires us to devote significant resources, which may necessitate changes to our services, information technologies, systems, and practices and to those of any third parties that process personal data on our behalf.

We may at times fail, or be perceived to have failed, to comply with our data privacy and security obligations. Moreover, despite our efforts, our personnel or third parties on whom we rely may not fully comply with such obligations, which could negatively impact our business, financial condition, results of operations, and prospects.

Any actual or perceived failure by us or the third parties with whom we work to comply with these laws, regulations, or other obligations would lead to significant consequences, including but not limited to fines, penalties, regulatory investigations, lawsuits, significant costs for remediation, damage to our reputation, bans on processing personal data, orders to destroy or not use personal data, or other liabilities. In particular, plaintiffs have become increasingly more active in bringing privacy-related claims against companies, including class claims and mass arbitration demands. Some of these claims allow for the recovery of statutory damages on a per-violation basis, and, if viable, carry the potential for monumental statutory damages, depending on the volume of data and the number of violations.

In addition to the possibility of fines, lawsuits, regulatory investigations, public censure, other claims and penalties, and significant costs for remediation and damage to our reputation, we could be materially and adversely affected if legislation or regulations are expanded to require changes in our data processing practices and policies or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively impact our business. Complying with these various laws will cause us to incur substantial costs or require us to change our business practices and compliance procedures in a manner adverse to our business.

Any inability, or perceived inability, to adequately address data privacy or security-related concerns, even if unfounded, or to comply with applicable laws, regulations, standards and other obligations relating to data privacy and security, could have a material adverse effect on our reputation, business, or financial condition, including but not limited to: interruptions or stoppages in our business operations (including, as relevant, clinical trials); an inability to process personal data or to operate in certain jurisdictions; limited ability to develop or commercialize our products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or substantial changes to our business model or operations. Although we seek to mitigate these risks, there can be no assurance that our privacy and security-related safeguards will protect us from all risks associated with the third-party processing, storage and transmission of such information.

We use artificial intelligence in certain aspects of our business, and challenges with properly managing its use could adversely affect our business.

Our employees and personnel use artificial intelligence (AI), including generative AI, agentic AI and machine learning technologies to perform their work, and the disclosure and use of personal information in such technologies is subject to various privacy laws and other obligations. We incorporate AI technologies into certain aspects of our business, and applications of AI may become important in our operations over time. There are risks involved in developing and deploying AI, and there can be no assurance that the use of AI will enhance the development of our product candidates or be beneficial to our business, including our efficiency or profitability. Our competitors or other third parties may incorporate AI into their businesses more quickly or more successfully than us, which could impair our ability to compete effectively and adversely affect our results of operations. If we are unable to effectively use AI, it could make our business less efficient and result in competitive disadvantages.

Furthermore, governments have proposed, enacted, or are considering additional laws regulating AI, such as the EU AI Act and, in the U.S., the Colorado Artificial Intelligence Act, California Bot Disclosure Law, the Utah Artificial Intelligence Policy Act, and the CCPA regulations on automated decision-making technology. It remains uncertain how these and other laws will apply to AI-generated content and related activities. Our use of AI technologies could result in additional compliance costs, regulatory investigations and actions, and lawsuits, or other legal liability, ethical concerns, negative consumer perceptions as to AI, or other complications that could adversely affect our business, reputation, or financial results.

Our employees, independent contractors, consultants, commercial collaborators, principal investigators, CROs, suppliers and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.

We are exposed to the risk that our employees, independent contractors, consultants, commercial collaborators, principal investigators, CROs, suppliers and vendors may engage in misconduct or other improper activities. Misconduct by these parties could include failures to comply with FDA or other comparable foreign regulations, provide accurate information to the FDA or other comparable regulatory authorities, comply with federal and state health care fraud and abuse laws and regulations and comparable foreign requirements, accurately report financial information or data or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the health care industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Misconduct by these parties could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. It is not always possible to identify and deter misconduct by these parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant penalties, including civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, or comparable foreign programs, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings and the curtailment or restructuring of our operations.

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

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

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us in connection with our storage or disposal of hazardous and flammable materials, including chemicals and biological materials.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or commercialization efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Our research and development activities could be affected or delayed as a result of possible restrictions on animal testing.

Certain laws and regulations require us to test our product candidates on animals before initiating clinical trials involving humans. Animal testing activities have been the subject of controversy and adverse publicity. Animal rights groups and other organizations and individuals have attempted to stop animal testing activities by pressing for legislation and regulation in these areas and by disrupting these activities through protests and other means. To the extent the activities of these groups are successful, our research and development activities may be interrupted, delayed or become more expensive.

Our business activities may be subject to the U.S. Foreign Corrupt Practices Act (FCPA) and similar anti-bribery and anti-corruption laws of other countries in which we operate, as well as U.S. and certain foreign export controls, trade sanctions, and import laws and regulations. Compliance with these legal requirements could limit our ability to compete in foreign markets and subject us to liability if we violate them.

As we expand our operations outside of the United States, we must dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate. Our business activities may be subject to the FCPA and similar anti-bribery or anti-corruption laws, regulations or rules of other countries in which we operate. The FCPA generally prohibits companies and their employees and third-party intermediaries from offering, promising, giving or authorizing the provision of anything of value, either directly or indirectly, to a non-U.S. government official in order to influence official action or otherwise obtain or retain business. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. Our business is heavily regulated and therefore involves significant interaction with public officials, including officials of non-U.S. governments. Additionally, in many other countries, hospitals owned and operated by the government, and doctors and other hospital employees would be considered foreign officials under the FCPA. Recently, the SEC and Department of Justice have increased their FCPA enforcement activities with respect to biotechnology and pharmaceutical companies. There is no certainty that all of our employees, agents or contractors, or those of our affiliates, will comply with all applicable laws and regulations, particularly given the high level of complexity of these laws. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, disgorgement, and other sanctions and remedial measures, and prohibitions on the conduct of our business. Any such violations could include prohibitions on our ability to offer our products in one or more countries and could materially damage our reputation, our brand, our international activities, our ability to attract and retain employees and our business.

In addition, our products and activities may be subject to U.S. and foreign export controls, trade sanctions and import laws and regulations. Governmental regulation of the import or export of our products, or our failure to obtain any required import or export authorization for our products, when applicable, could harm any potential international sales and adversely affect our future revenue, if any. Compliance with applicable regulatory requirements regarding the export of our products may create delays in the introduction of any of products in international markets or, in some cases, prevent the export of our products to some countries altogether. Furthermore, U.S. export control laws and economic sanctions prohibit the shipment of certain products and services to countries, governments, and persons targeted by U.S. sanctions. If we fail to comply with export and import regulations and such economic sanctions, penalties could be imposed, including fines and/or denial of certain export privileges. Moreover, any new export or import restrictions, new legislation or shifting

approaches in the enforcement or scope of existing regulations, or in the countries, persons, or product targeted by such regulations, could result in the future in decreased use of our products by, or in our decreased ability to export our products to potential customers with international operations. Any decreased use of our products or limitation on our ability to export or sell access to our products would likely significantly harm our business, financial condition, results of operations, and prospects.

Risks related to employee matters, managing our growth and other risks related to our business

Unfavorable U.S. and global macroeconomic and geopolitical conditions could adversely affect our business, financial condition, results of operations, and prospects.

Our business could be adversely affected by general conditions in the U.S. and global economies, the U.S. and global financial markets and adverse geopolitical and macroeconomic developments, including economic uncertainty, market volatility, labor shortages, evolving trade and tariff policies, including related legal challenges, trade tensions, and retaliatory measures by other countries, supply chain disruptions, military conflicts, as well as any related political or economic responses and counter-responses by various global actors, inflationary pressures, monetary supply shifts, increased recession risk, and related financial instability. U.S. and global market and economic conditions have been, and continue to be, disrupted and volatile due to many factors, including component shortages and related supply chain challenges, geopolitical uncertainty and developments, including the events noted above. General business and economic conditions that could affect our business, financial condition, results of operations, and prospects include fluctuations in economic growth, debt and equity capital markets, liquidity of the global financial markets, the availability and cost of credit, investor and consumer confidence, and the strength of the economies in which we, our manufacturers and our suppliers operate.

A severe or prolonged global economic downturn could result in a variety of risks to our business. For example, inflation rates, particularly in the United States, have experienced periods of significant increases in the past few years, and increased inflation may result in increases in our operating costs (including our labor costs), reduced liquidity and limitations on our ability to access credit or otherwise raise capital on acceptable terms, if at all. In addition, the U.S. Federal Reserve has raised, and may again raise, interest rates in response to concerns about inflation, which, coupled with reduced government spending and volatility in financial markets, may have the effect of further increasing economic uncertainty and heightening these risks. A weak or declining economy could also strain our manufacturers and other service providers in our supply chain, possibly resulting in supply disruption. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the current economic climate and financial market conditions could adversely impact our business.

International trade policies, including tariffs, sanctions and trade barriers may adversely affect our business, financial condition, results of operations, and prospects.

We operate in a global economy, which includes utilizing third-party suppliers in countries outside of the United States. The current international trade and regulatory environment is subject to significant ongoing uncertainty. There is inherent risk, based on the complex relationships among the United States and the countries in which we conduct our business, that political, diplomatic, and national security factors can lead to global trade restrictions and changes in trade policies and export regulations that may adversely affect our business and operations. The U.S. government has announced imposition of substantial tariffs affecting a wide range of products and jurisdictions and has indicated an intention to continue developing new trade policies, including with respect to the pharmaceutical industry. In response, certain foreign governments have announced or implemented retaliatory tariffs and other protectionist measures. These developments, including legal challenges related to such tariffs, have created a dynamic and unpredictable trade landscape, which may adversely impact our business, results of operations, financial condition, and prospects. The Bureau of Industry and Security, U.S. Department of Commerce, has initiated an investigation to determine whether pharmaceutical ingredients, including finished drug product, manufactured outside the United States pose a national security risk and should be subject to additional tariffs.

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We currently rely, and expect to continue to rely, on third parties for the manufacture of our product candidates for clinical testing, as well as for manufacture of any products that we may commercialize, if approved. We also rely on

specialized laboratory equipment, supplies, materials, and precursor compounds, all or part of which we believe may be ultimately sourced from multiple countries outside the United States, to advance our research and development efforts.

Notwithstanding legal challenges related to tariffs, we expect that current or future tariffs will result in increased research and development expenses, including with respect to increased costs associated with APIs, raw materials, laboratory equipment and research materials and components. In addition, such tariffs will increase our supply chain complexity and could also potentially disrupt our existing supply chain. Unlike consumer goods, pharmaceuticals face unique regulatory constraints that make rapid supply chain adjustments particularly difficult and costly. Trade restrictions affecting the import of materials necessary for clinical trials could result in delays to our development timelines. Increased development costs and extended development timelines could place us at a competitive disadvantage compared to companies operating in regions with more favorable trade relationships and could reduce investor confidence, which among other factors, could negatively impact our ability to secure additional financing on favorable terms or at all. In addition, as we advance toward commercialization in the future, if approved, tariffs and trade restrictions could hinder our ability to establish cost-effective production capabilities and impact negatively our growth prospects.

The complexity of announced or future tariffs, including as a result of uncertainty surrounding related legal challenges, may also increase the risk that we or our collaborators, partners, vendors or suppliers may be subject to civil or criminal enforcement actions in the United States or foreign jurisdictions related to compliance with trade regulations. Foreign governments may also adopt non-tariff measures, such as procurement preferences or informal disincentives to engage with, purchase from or invest in U.S. entities, which may limit our ability to compete internationally and attract non-U.S. investment, employees, customers and suppliers. Foreign governments may also take other retaliatory actions against U.S. entities, such as decreased intellectual property protection, increased enforcement actions, or delays in regulatory approvals, which may result in heightened international legal and operational risks. In addition, the United States and other governments have imposed and may continue to impose additional sanctions, such as trade restrictions or trade barriers, which could restrict us from doing business directly or indirectly in or with certain countries or parties and may impose additional costs on or increase the complexity to our business.

Trade disputes, tariffs, restrictions and other political tensions between the United States and other countries may also exacerbate unfavorable macroeconomic conditions, including inflationary pressures, foreign exchange volatility, financial market instability and economic recessions or downturns. The ultimate impact of current or future tariffs and trade restrictions, as well as of related legal challenges, remains uncertain and could materially and adversely affect our business, financial condition, results of operations, and prospects. While we actively monitor these risks, any prolonged economic downturn, escalation in trade tensions, or deterioration in international perception of U.S.-based companies could materially and adversely affect our business, ability to access the capital markets or other financing sources, results of operations, financial condition and prospects. In addition, tariffs and other trade developments have and may continue to heighten the risks related to the other risk factors described elsewhere in this "Risk Factors" section.

Our success is highly dependent on our ability to attract and retain highly skilled executive officers and employees.

To succeed, we must recruit, retain, manage and motivate qualified clinical, scientific, technical and management personnel, and we face significant competition for experienced personnel. We are highly dependent on the management, research and development, clinical, financial and business development expertise of our executive officers, as well as the other members of our scientific and clinical teams.

Furthermore, although we have employment offer letters with each of our executive officers, each of them may terminate their employment with us at any time. We do not maintain “key person” insurance for any of our executives or employees. If we do not succeed in attracting and retaining qualified personnel, particularly at the management level, it could adversely affect our ability to execute our business plan and harm our operating results. In particular, the loss of one or more of our executive officers could be detrimental to us if we cannot recruit suitable replacements in a timely manner. The competition for qualified personnel in the biotechnology field is intense and as a result, we may be unable to continue to attract and retain qualified personnel necessary for the future success of our business. We could in the future have difficulty attracting experienced personnel

to our Company and may be required to expend significant financial resources in our employee recruitment and retention efforts.

Many of the other biotechnology companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. They also may provide more diverse opportunities and better prospects for career advancement. Some of these characteristics may be more appealing to high-quality candidates than what we have to offer. If we are unable to continue to attract and retain high-quality personnel, the rate and success at which we can discover, develop and commercialize palazestrant, OP-3136, or any future product candidates we may develop will be limited and the potential for successfully growing our business will be harmed.

We have never commercialized a product candidate before. If we are unable to establish sales, marketing, or distribution capabilities or enter into agreements with third parties to sell, market or distribute palazestrant, OP-3136, or any future product candidates we may develop, we may not be able to successfully sell, market or distribute palazestrant, OP-3136, or any future product candidate we may develop that obtain regulatory approval, if any.

We have never commercialized a product candidate and we currently do not have, and have never had, a sales force, or distribution or marketing capabilities. In order to commercialize any product candidates, if approved, we must build marketing, sales, distribution, managerial, and other non-technical capabilities or make arrangements with third parties to perform these services for each of the territories in which we may have approval to sell or market palazestrant, OP-3136, or any future product candidates we may develop. We may not be successful in accomplishing these required tasks.

Establishing an internal sales or marketing team with technical expertise and supporting distribution capabilities to commercialize palazestrant, OP-3136, or any future product candidates we may develop will be expensive and time-consuming, and will require significant attention of our executive officers to manage. Factors that may affect our ability to commercialize, if approved, palazestrant, OP-3136, or any future product candidates we may develop on our own include recruiting and retaining adequate numbers of effective sales and marketing personnel, obtaining access to and educating physicians on the benefits of prescribing or ordering palazestrant, OP-3136, or any future product candidates we may develop and other unforeseen costs associated with creating an independent sales and marketing organization. Any failure or delay in the development of our internal sales, marketing and distribution capabilities could adversely impact the commercialization of palazestrant, OP-3136, or any future product candidates we may develop that we obtain approval to market, if any, if we do not have arrangements in place with third parties to provide such services on our behalf. Alternatively, if we choose to collaborate, either globally or on a territory-by-territory basis, with third parties that have direct sales forces and established distribution systems, either to augment our own sales force and distribution systems or in lieu of our own sales force and distribution systems, we will be required to negotiate and enter into arrangements with such third parties relating to the proposed collaboration. If we are unable to enter into such arrangements when needed, on acceptable terms, or at all, we may not be able to successfully commercialize palazestrant, OP-3136, or any future product candidates we may develop which may receive regulatory approval or any such commercialization may experience delays or limitations. If we are unable to successfully commercialize our approved product candidates, if any, either on our own or through collaborations with one or more third parties, we may not generate any revenue from such product candidate or be able to reach or sustain profitability, and we will incur significant additional losses.

In order to successfully implement our plans and strategies, we will need to grow the size of our organization, and we may experience difficulties in managing this growth.

As of March 31, 2026, we had 137 full-time employees, consisting of clinical, research, operations, regulatory, and administrative personnel. 40 of our employees hold Ph.D. or M.D. degrees. In order to successfully implement our development and commercialization plans and strategies, we expect to need additional managerial, operational, sales, marketing, financial and other personnel. Future growth would impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, maintaining and motivating additional employees;

- managing our internal development efforts effectively, including the clinical, FDA, EMA, and other comparable foreign regulatory authorities' review process for palazestrant, OP-3136, and any future product candidates we may develop, while complying with any contractual obligations to contractors and other third parties we may have; and

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

In addition, we are conducting multiple clinical trials of palazestrant for several different indications as well as clinical trials for OP-3136 concurrently. Given the small size of our organization, we may encounter difficulties managing multiple clinical trials at the same time, which could negatively affect our ability to manage growth of our organization, particularly as we take on additional responsibility associated with being a public company. Our future financial performance and our ability to successfully develop and, if approved, commercialize, palazestrant, OP-3136, and any future product candidates we may develop will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities.

We currently rely, and for the foreseeable future will continue to rely, in substantial part on certain independent organizations, advisors and consultants to provide certain services, including key aspects of clinical development and manufacturing. We cannot assure you that the services of independent organizations, advisors and consultants will continue to be available to us on a timely basis when needed, or that we can find qualified replacements. In addition, if we are unable to effectively manage our outsourced activities or if the quality or accuracy of the services provided by third-party service providers is compromised for any reason, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain marketing approval of palazestrant, OP-3136, and any future product candidates we may develop or otherwise advance our business. We cannot assure you that we will be able to manage our existing third-party service providers or find other competent outside contractors and consultants on economically reasonable terms, or at all.

If we are not able to effectively expand our organization by hiring new employees and/or engaging additional third-party service providers, we may not be able to successfully implement the tasks necessary to further develop and commercialize palazestrant, OP-3136, and any future product candidates we may develop and, accordingly, may not achieve our research, development and commercialization goals.

If our information technology systems, our data or those of the third parties with whom we work are or were compromised, we could experience adverse consequences resulting from such compromise, including but not limited to regulatory investigations or actions; litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; or other adverse consequences.

In the ordinary course of our business, we and the third parties with whom we work, collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, process) proprietary, confidential, and sensitive data, including personal data (such as health-related data), intellectual property, trade secrets (collectively, sensitive information). Cyber-attacks, malicious internet-based activity, online and offline fraud, outages, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive information and information technology systems, and those of the third parties with whom we work. Such threats are prevalent and continue to rise, are increasingly difficult to detect, and come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists," organized criminal threat actors, personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors. Some actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, the third parties with whom we work, would be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations.

We and the third parties with whom we work are subject to a variety of evolving threats, including but not limited to social-engineering attacks (including through deep fakes, which are increasingly more difficult to identify as fake, and phishing attacks), malicious code (such as viruses and worms), malware (including as a result of

advanced persistent threat intrusions), denial-of-service attacks, credential stuffing attacks, credential harvesting, intentional misconduct or unconventional error by those with authorized access, ransomware attacks, supply-chain attacks, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, telecommunications failures, attacks enhanced or facilitated by AI, and other similar threats. In particular, severe ransomware attacks are becoming increasingly prevalent and can lead to significant interruptions in our operations, loss of sensitive data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments.

We rely on third-party service providers and technologies to operate critical business systems to process sensitive information in a variety of contexts, including, without limitation, cloud-based infrastructure, data center facilities, encryption and authentication technology, employee email, content delivery to customers, and other functions. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third-party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award.

Any of the previously identified or similar threats could cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, unavailability of, or access to our sensitive information or our information technology systems, or those of the third parties upon whom we rely. Despite the implementation of preventative and detective security measures, our internal computer systems and those of our current and any future CROs and other contractors, consultants, collaborators and third-party service providers that process our sensitive information, there can be no assurance that these measures will be effective.

We are not able to anticipate all types of security incidents, and we cannot implement preventive measures effective against all such security incidents. A security incident or other interruption could disrupt our ability (and that of third parties upon whom we rely) to run our business. We could expend significant resources or modify our business activities (including our clinical trial activities) to try to protect against security incidents. Certain data privacy and security obligations may require us to implement and maintain specific security measures or industry-standard or reasonable security measures to protect our information technology systems and sensitive information. We have in the past and may in the future be subject to security incidents. For instance, we have had company laptops containing corporate information stolen from company offices, though none of such instances have been material or caused material harm due to encryption and device security practices.

Additionally, the loss or compromise of clinical trial data from completed or future clinical trials could result in delays or revocation of our regulatory approval efforts and significantly increase our costs to recover or reproduce the lost data. We also rely on third parties to manufacture palazestrant, and similar events relating to their computer systems could also have a material adverse effect on our business. We may have insufficient recourse against such third parties, and we may have to expend significant resources to mitigate the impact of such an event, to develop and implement protections to prevent future events of this nature from occurring, and to address other related concerns or issues. It also may be difficult and/or costly to detect, investigate, mitigate, contain, and remediate any security incident. Our efforts to do so may not be successful. Actions taken by us or the third parties with whom we work to detect, investigate, mitigate, contain, and remediate a security incident could result in outages, data losses, and disruptions of our business. Threat actors may also gain access to other networks and systems after a compromise of our networks and systems. For example, threat actors may use an initial compromise of one part of our environment to gain access to other parts of our environment or leverage a compromise of our networks or systems to gain access to the networks or systems of third parties with whom we work, such as through phishing or supply chain attacks. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data, or inappropriate disclosure of confidential or proprietary information, we could be exposed to litigation and governmental investigations, the further development and commercialization of palazestrant or OP-3136 could be delayed, and we could be subject to significant fines or penalties for any noncompliance with certain state, federal and/or international privacy and security laws.

In addition, some of our customers may be subject to the EU's Digital Operational Resilience Act (DORA) and similar UK regulatory requirements on operational resilience. These laws may obligate our customers to impose contractual provisions on us, including certain mandatory third-party risk management provisions. If we fail to materially comply with these contractual requirements, we may be subject to investigations, audits or other adverse consequences.

Applicable data privacy and security obligations require us to notify relevant stakeholders, including affected individuals, customers, regulators, and investors, of security incidents. Such disclosures are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences. If we (or a third party upon whom we rely) experience a security incident or are perceived to have experienced a security incident, we may experience adverse consequences, such as government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and/or oversight; restrictions on processing sensitive information (including personal data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; diversion of management attention; interruptions in our operations (including availability of data); financial loss; and other similar harms.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. Our insurance policies may not be adequate to compensate us for the potential losses arising from any such disruption, failure or security breach. In addition, such insurance may not be available to us in the future on economically reasonable terms, or at all. Further, our insurance may not cover all claims made against us and could have high deductibles in any event, and defending a suit, regardless of its merit, could be costly and divert management attention.

EU drug marketing and reimbursement regulations may materially affect our ability to market and receive coverage for our products in the EU Member States.

We intend to seek approval to market palazestrant or OP-3136 in the United States and in selected foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for palazestrant or OP-3136, we will be subject to applicable rules and regulations in those jurisdictions. In some foreign countries, particularly those in the EU, the pricing of drugs is subject to governmental control and other market regulations, which could place pressure on the pricing and usage of palazestrant or OP-3136. In these countries, pricing negotiations with governmental authorities can take a considerable amount of time following marketing approval of a product candidate. In addition, market acceptance and sales of palazestrant or OP-3136 will depend significantly on the availability of adequate coverage and reimbursement from third-party payors and may be affected by existing and future healthcare reform measures.

Moreover, in most foreign countries, including a number of EU Member States, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing and reimbursement vary widely from country to country. For example, the EU provides options for EU Member States to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. Reference pricing used by various EU Member States and parallel distribution, or arbitrage between low-priced and high-priced Member States, can further reduce prices. An EU Member State may approve a specific price for the medicinal product, or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. Many EU Member States also periodically review their reimbursement procedures for medicinal products, which could have an adverse impact on reimbursement status. Moreover, in order to obtain reimbursement for our products in some European countries, including some EU Member States, we may be required to compile additional data comparing the cost-effectiveness of our products to other available therapies. This Health Technology Assessment (HTA) of medicinal products is becoming an increasingly common part of the pricing and reimbursement procedures in some EU Member States, including those representing the larger markets. The HTA process is the procedure to assess therapeutic, economic and societal impact of a given medicinal product in the national healthcare systems of the individual country. The outcome of an HTA will often influence the pricing and reimbursement status granted to these medicinal products by the competent authorities of individual EU Member States. The extent to which pricing and

reimbursement decisions are influenced by the HTA of the specific medicinal product currently varies between EU Member States.

Legislators, policymakers and healthcare insurance funds in the EU may continue to propose and implement cost-containing measures to keep healthcare costs down, including in response to ongoing budgetary pressures on national healthcare systems, some of which were exacerbated by the COVID-19 pandemic. These measures could include limitations on the prices we would be able to charge for product candidates that we may successfully develop and for which we may obtain regulatory approval or the level of reimbursement available for these products from governmental authorities or third-party payors. Further, an increasing number of EU and other foreign countries use prices for medicinal products established in other countries as reference prices to help determine the price of the product in their own territory. Consequently, a downward trend in prices of medicinal products in some countries could contribute to similar downward trends elsewhere.

Business disruptions could seriously harm our future revenue and financial condition and increase our costs and expenses.

Our operations, and those of our suppliers, CMOs, CROs and other contractors and consultants, could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, public health pandemics or epidemics, and other natural or man-made disasters or business interruptions, for which we are predominantly self-insured. The occurrence of any of these business disruptions could seriously harm our operations, increase our costs and expenses and significantly harm our business, financial condition, results of operations, and prospects.

Our ability to develop palazestrant, OP-3136, or any future product candidates we may develop could be disrupted if our operations or those of our suppliers are affected by man-made or natural disasters or other business interruptions. Our corporate headquarters are located in California near major earthquake faults and fire zones. The ultimate impact on us, our significant suppliers and our general infrastructure of being located near major earthquake faults and fire zones and being consolidated in certain geographical areas is unknown, but our operations and business could suffer in the event of a major earthquake, fire or other natural disaster.

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

Our net operating loss (NOL) carryforwards could expire unused and be unavailable to offset future income tax liabilities because of their limited duration or other restrictions. U.S. federal NOL carryforwards generated in tax years ending on or prior to December 31, 2017, are only permitted to be carried forward for 20 taxable years and federal NOL carryforwards generated in tax years ending after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal NOL carryforwards in a year is limited to 80% taxable income in such year. In addition, at the state level, there may be periods during which the use of NOL carryforwards is suspended or otherwise limited. For example, California enacted legislation that, with certain exceptions, suspends the ability to use California net operating losses to offset California income and limits the ability to use California business tax credits to offset California taxes, for taxable years beginning on or after January 1, 2024, and before January 1, 2027.

In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the IRC), if a corporation undergoes an “ownership change” (generally defined as a cumulative change in our ownership by “5 percent shareholders” that exceeds 50 percentage points over a rolling three-year period), the corporation’s ability to use its pre-change NOL carryforwards and certain other pre-change tax attributes to offset its post-change income and taxes may be limited. Similar rules may apply under state tax laws. We may have experienced such ownership changes in the past, and we may experience ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which are outside our control. We have not conducted any studies to determine annual limitations, if any, that could result from such changes in the ownership. Our ability to utilize those NOL carryforwards could be limited by an “ownership change” as described above and, consequently, we may not be able to utilize a material portion of our NOL carryforwards and certain other tax attributes, which could have a material adverse effect on our cash flows and results of operations.

A variety of risks associated with international marketing of palazestrant, OP-3136, or any future product candidates we may develop, if approved, could significantly harm our business, financial condition, results of operations, and prospects.

We plan to seek regulatory approval of palazestrant, OP-3136, or any future product candidates we may develop outside of the United States and, accordingly, we expect that we will be subject to additional risks related to operating in foreign countries if we obtain the necessary approvals, including:

- differing regulatory requirements and reimbursement regimes in foreign countries;
- unexpected changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign taxes, including withholding of payroll taxes;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incident to doing business in another country;
- difficulties staffing and managing foreign operations;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- potential liability under the FCPA or comparable foreign regulations;
- challenges enforcing our contractual and intellectual property rights, especially in those foreign countries that do not respect and protect intellectual property rights to the same extent as the United States;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geopolitical actions, including war and terrorism.

These and other risks associated with our international operations may significantly harm our business, financial condition, results of operations, and prospects.

Risks related to our intellectual property

Our success depends on our ability to protect our intellectual property and our proprietary technologies.

Our commercial success depends in part on our ability to obtain and maintain proprietary or intellectual property protection in the United States and other countries for palazestrant, OP-3136 and any future product candidates that we may develop and technologies related to their various uses. We generally seek to protect our proprietary position by, among other things, filing patent applications in the United States and abroad related to palazestrant, OP-3136, our proprietary technologies, and their manufacture and uses that are important to our business, as well as inventions and improvements that are important to the development and implementation of our business. We also rely on trade secrets, know-how and continuing technological innovation to develop and maintain our proprietary and intellectual property position. We may also seek to protect our proprietary position by acquiring or in-licensing relevant issued patents or pending applications from third parties. If we or our potential licensors are unable to obtain or maintain patent protection with respect to palazestrant, OP-3136,

proprietary technologies and their uses, our business, financial condition, results of operations, and prospects could be significantly harmed.

Pending patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless, and until, patents issue from such applications, and then only to the extent the issued claims cover the technology. There can be no assurance that our patent applications will result in additional patents being issued or that issued patents will afford sufficient protection against competitors with similar technology, nor can there be any assurance that the patents issued will not be infringed, designed around or invalidated by third parties.

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

Even issued patents may later be found invalid or unenforceable or may be modified or revoked in proceedings instituted by third parties before various patent offices or in courts. Thus, the degree of future protection for our proprietary rights is uncertain. Only limited protection may be available and may not adequately protect our rights or permit us to gain or keep any competitive advantage. These uncertainties and/or limitations in our ability to properly protect the intellectual property rights relating to palazestrant, OP-3136, or any future product candidates we may develop could significantly harm our business, financial condition, results of operations, and prospects.

We cannot be certain that the claims in our pending U.S. patent applications, and corresponding national patent applications, will be considered patentable by the United States Patent and Trademark Office (USPTO) courts in the United States or by the patent offices and courts in foreign countries, nor can we be certain that the claims in our issued patent(s) will not be found invalid or unenforceable if challenged.

The patent application process is subject to numerous risks and uncertainties, and there can be no assurance that we or any of our potential future collaborators will be successful in protecting palazestrant, OP-3136, or any future product candidates we may develop by obtaining and defending patents. These risks and uncertainties include the following:

- patent applications must be filed in advance of certain events (*e.g.,* third party filings, certain sales or offers for sale, or other activities that might be legally deemed to be public disclosures) and we might not be aware of such events or otherwise might not succeed in filing applications before they occur;
- the USPTO and various foreign governmental patent authorities require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process, the noncompliance with which can result in abandonment or lapse of a patent or patent application, and partial or complete loss of patent rights in the relevant jurisdiction;
- patent applications may not result in any patents being issued;
- patents may be challenged, invalidated, modified, revoked, circumvented, found to be unenforceable or otherwise may not provide any competitive advantage;
- there may be significant pressure on the U.S. government and international governmental bodies to limit the scope of patent protection both inside and outside the United States; and
- countries other than the United States may have patent laws less favorable to patentees than those upheld by U.S. courts, allowing foreign competitors a better opportunity to create, develop and market competing product candidates.

The patent prosecution process is also expensive, time-consuming and complex, and we may not be able to file, prosecute, maintain, enforce or license all necessary or desirable patent applications at a reasonable cost or in a timely manner or in all jurisdictions where protection may be commercially advantageous. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection, for example, if patentable aspects are publicly disclosed, by us or a third party, such as by public use, sale or offer for sale, or publication.

In addition, although we enter into non-disclosure and confidentiality agreements with parties who have access to confidential or patentable aspects of our research and development output, such as our employees, outside scientific collaborators, CROs, third-party manufacturers, consultants, advisors and other third parties, any of these parties may breach such agreements and disclose such output before a patent application is filed, thereby jeopardizing our ability to seek patent protection. Further, although we require our employees, commercial contractors, and certain consultants and investigators to enter into invention assignment agreements that grant us ownership of any discoveries or inventions made by them while in our employ or carrying our work on behalf of Olema, we cannot guarantee that we have entered into such agreements with each party, we cannot provide any assurances that all such agreements have been duly executed, and any of these parties may breach such agreements and claim ownership in intellectual property that we believe is owned by us. In addition, publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases, not at all. Therefore, we cannot be certain that we were the first to make the inventions claimed in our owned or any licensed patents or pending patent applications, or that we were the first to file for patent protection of such inventions.

Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our intellectual property may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. Should any of the above events occur, it could significantly harm our business, financial condition, results of operations, and prospects.

If the scope of any patent protection we obtain is not sufficiently broad, or if we lose any of our patent protection, our ability to prevent our competitors from commercializing similar or identical product candidates would be adversely affected.

The patent positions of biopharmaceutical companies generally are highly uncertain, involve complex legal and factual questions for which important legal principles remain unsolved and have been the subject of much litigation in recent years. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued which protect palazestrant or OP-3136 or which effectively prevent others from commercializing competitive technologies and product candidates.

Moreover, the coverage claimed in a patent application can be significantly reduced before a patent is issued, and its scope can be reinterpreted after issuance. Legal standards relating to valid and enforceable claim scope are unsettled in the United States and elsewhere and disputes challenging or re-defining scope are common in the biopharmaceutical industry. Even if patent applications we own or in-license currently or in the future issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors or other third parties from competing with us, or otherwise provide us with any competitive advantage. Any patents that we own or in-license may be challenged or circumvented by third parties or may be narrowed or invalidated as a result of challenges by third parties. Consequently, we do not know whether palazestrant, OP-3136, or any future product candidates we may develop will be or will remain protected by valid and enforceable patents. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative technologies or products in a non-infringing manner which could significantly harm our business, financial condition, results of operations, and prospects.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents may be challenged in the courts or patent offices in the United States and abroad.

The process by which patent applications are examined and considered for issuance as patents involves consideration by the relevant patent office of "prior art" relative to the invented technology. Different countries have different rules about what information or events can be considered "prior art," and different requirements regarding when a patent application must be filed relative to any particular piece of potential prior art. Moreover, legal decisions can re-interpret or change whether particular information or events are considered to be "prior art." Still further, in the United States, patent applicants are required to notify the USPTO of any material "prior art" of which they are aware for the patent examiner to consider in addition to independent searches that the patent examiner is required to conduct. In addition, in the United States and certain other jurisdictions, third parties are entitled to submit prior art to patent offices for consideration during examination.

We may not be aware of certain relevant prior art, may fail to identify or timely cite certain prior art, or may not be able to convince a patent examiner that our patent(s) should issue in light of the art. Also, we cannot be certain that all relevant art will be identified during examination of a patent application so that, even if a patent issues, it may be susceptible to challenge that it is not valid over art that was not considered during its examination.

We may be subject to a third-party pre-issuance submission of prior art to the USPTO or other jurisdictions, or become involved in post-grant challenges such as opposition, derivation, revocation, reexamination, post-grant review (PGR) and inter partes review (IPR), or other similar proceedings, or in litigation, challenging our patent rights, including by challenging the validity or the claim of priority of our patents. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate or render unenforceable, our patent rights, allow third parties to commercialize palazestrant, OP-3136, or any future product candidates we may develop and compete directly with us, without payment to us. Such challenges may result in loss of patent rights, loss of exclusivity or in patent claims being narrowed, invalidated or held unenforceable, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of palazestrant, OP-3136, or any future product candidates we may develop. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, including art of which we were unaware, and art which was not raised during prosecution of any of our patent applications. If a third party were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our technology or platform, or any product candidates that we may develop. Such a loss of patent protection would significantly impact our business, financial condition, results of operations, and prospects. Such proceedings also may result in substantial cost and require significant time from our scientists and management, even if the eventual outcome is favorable to us. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, regardless of the outcome, it could dissuade companies from collaborating with us to license, develop, or commercialize current or future product candidates or could embolden competitors to launch products or take other steps that could disadvantage us in the marketplace or draw us into additional expensive and time-consuming disputes. Should any of these events occur, it could significantly harm our business, financial condition, results of operations, and prospects.

Intellectual property rights do not necessarily address all potential threats to our competitive advantage.

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

- we may not be able to detect infringement of our issued patents;
- others may be able to develop products that are similar to palazestrant, or any future product candidates we may develop, but that are not covered by the claims of the patents that we may in-license in the future or own;
- our competitors may seek or may have already obtained patents that will limit, interfere with or eliminate our ability to make, use and sell palazestrant or any future product candidates we may develop;

- we, or our current or future collaborators or license partners, might not have been the first to make the inventions covered by the issued patents or patent application that we may in-license in the future or own;
- we, or our current or future collaborators or license partners, might be found not have been the first to file patent applications covering certain of our or their inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that the pending patent applications we may in-license in the future or own will not lead to issued patents;
- it is possible that there are prior public disclosures that could invalidate our patents, or parts of our patents, for which we are not aware;
- issued patents that we hold rights to may be held invalid or unenforceable, as a result of legal challenges by our competitors;
- issued patents may not have sufficient term or geographic scope to provide meaningful protection;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable;
- the patents of others may have an adverse effect on our business; and
- we may choose not to file a patent in order to maintain certain trade secrets, and a third party may subsequently file a patent covering such intellectual property.

Should any of these events occur, it could significantly harm our business, financial condition, results of operations, and prospects.

Our commercial success depends significantly on our ability to operate without infringing, misappropriating or otherwise violating the patents and other proprietary rights of third parties. Claims by third parties that we infringe, misappropriate or otherwise violate their proprietary rights may result in liability for damages or prevent or delay our developmental and commercialization efforts.

Our commercial success depends in part on avoiding infringement, misappropriation or other violations of the patents and proprietary rights of third parties. However, our research, development and commercialization activities may be subject to claims that we infringe, misappropriate or otherwise violate patents or other intellectual property rights owned or controlled by third parties. A finding by a court or administrative body that we infringe the claims of issued patents owned by third parties could preclude us from commercializing palazestrant or any future product candidates we may develop.

Other entities may have or obtain patents or proprietary rights that could limit our ability to make, use, sell, offer for sale or import palazestrant, OP-3136, or any future product candidates we may develop and products that may be approved in the future, or impair our competitive position. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biopharmaceutical industry, including patent infringement lawsuits, and proceedings, such as oppositions, reexaminations, IPR proceedings and PGR proceedings, before the USPTO and/or corresponding foreign patent offices. In addition, many companies in intellectual property-dependent industries, including the biopharmaceutical industry, have employed intellectual property litigation as a means to gain an advantage over their competitors. Numerous third-party U.S. and foreign issued patents and pending patent applications

may exist in the fields in which we are developing palazestrant, OP-3136, or any future product candidates we may develop. There may be third-party patents or patent applications with claims to compositions, formulations, methods of manufacture or methods for treatment related to the use or manufacture of palazestrant, OP-3136, or any future product candidates we may develop. For example, we are aware of certain third-party patent applications and patents in the United States and abroad that include disclosure of chemical structures sharing certain similarities with palazestrant. It is possible that one or more of such third parties could pursue patent claims or assert patent claims that allegedly encompass palazestrant.

It is possible that one or more organizations will hold patent rights to which we will need a license. If those organizations refuse to grant us a license to such patent rights on reasonable terms, we may be unable to develop, manufacture, market, sell and commercialize products or services or perform research and development or other activities covered by these patents. In the event that any of these patents were to issue and be asserted against us, we believe that we would have defenses against any such assertion, including that such patents are not valid. However, if such defenses to such assertion were unsuccessful, we could be liable for damages, which could be significant and include treble damages and attorneys' fees if we are found to willfully infringe such patents. We could also be required to obtain a license to such patents, which may not be available on commercially reasonable terms or at all. If we are unable to obtain such a license, we could be precluded from commercializing any product candidates that were ultimately held to infringe such patents.

As the biopharmaceutical industry expands and more patents are issued, the risk increases that palazestrant, OP-3136, or any future product candidates we may develop, may be subject to claims of infringement of the patent rights of third parties. Because patent applications are maintained as confidential for a certain period of time, until the relevant application is published, we may be unaware of third-party patents that may be infringed by commercialization of palazestrant, OP-3136, or any future product candidates we may develop, and we cannot be certain that we were the first to file a patent application related to a product candidate or technology. Moreover, because patent applications can take many years to issue, there may be currently-pending patent applications that may later result in issued patents that palazestrant, OP-3136, or any future product candidates we may develop may infringe. In addition, identification of third-party patent rights that may be relevant to our technology is difficult because patent searching is imperfect due to differences in terminology among patents, incomplete databases and the difficulty in assessing the meaning of patent claims. There is also no assurance that there is not prior art of which we are aware, but which we do not believe is relevant to our business, which may, nonetheless, ultimately be found to limit our ability to make, use, sell, offer for sale or import our products that may be approved in the future, or impair our competitive position. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon these patents. Still further, we cannot rely on our experience that third parties have not so far alleged that we infringe their patent rights, as provisions of U.S. patent laws provide a safe harbor from patent infringement for activities reasonably related to the development and submission of information to the FDA for therapeutic products under clinical development. If and when we submit an NDA, that safe harbor will expire.

Any claims of patent infringement, misappropriation or other violations asserted by third parties would be time consuming and could:

- result in costly litigation that may cause negative publicity;
- cause development delays;
- prevent us from commercializing palazestrant, OP-3136, or any future product candidates we may develop;
- require us to develop non-infringing technology, which may not be possible on a cost-effective basis;
- subject us to significant liability to third parties; or
- require us to enter into royalty or licensing agreements, which may not be available on commercially reasonable terms, or at all, or which might be non-exclusive, which could result in our competitors gaining access to the same technology.

Any patent-related legal action against us claiming damages or seeking to enjoin commercial activities relating to our products, or processes could subject us to significant liability for damages, including treble damages if we were determined to willfully infringe, and require us to obtain a license to manufacture or market palazestrant, OP-3136, or any future product candidates we may develop. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. We cannot predict whether we would prevail in any such actions or that any license required under any of these patents would be made available on commercially acceptable terms, if at all. Moreover, even if we or a future strategic partner were able to obtain a license, the rights may be nonexclusive, which could result in our competitors gaining access to the same intellectual property. In addition, we cannot be certain that we could redesign palazestrant, OP-3136, or any future product candidates we may develop processes to avoid infringement, if necessary.

An adverse determination in a judicial or administrative proceeding, or the failure to obtain necessary licenses, could prevent us from developing and commercializing palazestrant, OP-3136, or any future product candidates we may develop, which could significantly harm our business, financial condition and operating results. In addition, intellectual property litigation, regardless of its outcome, may cause negative publicity and could prohibit us from marketing or otherwise commercializing palazestrant, OP-3136, and future product candidates and technologies.

Parties making claims against us may be able to sustain the costs of complex patent litigation more effectively than we can. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or administrative proceedings, there is a risk that some of our confidential information could be compromised by disclosure. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have material adverse effect on our ability to raise additional funds or otherwise significantly harm our business, financial condition, results of operations, and prospects.

We may not be successful in obtaining or maintaining necessary rights from third parties for what we identify as necessary for palazestrant or OP-3136 through acquisitions and in-licenses.

Because our development programs may in the future require the use of proprietary rights held by third parties, the growth of our business may depend in part on our ability to acquire, in-license, or use these third-party proprietary rights.

While we may have issued patents that cover palazestrant or OP-3136, it is possible that third parties may have blocking patents that prevent us from marketing, manufacturing or commercializing our own patented products and practicing our own patented technology.

We may be unsuccessful in acquiring or in-licensing compositions, methods of use, processes, or other intellectual property rights from third parties that we identify as necessary for practicing inventions claimed by our patents, including the manufacture, sale and use of palazestrant, OP-3136, and any future product candidates we may develop. The licensing and acquisition of third-party intellectual property rights is a competitive area, and a number of more established companies may pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive or necessary. These established companies may have a competitive advantage over us due to their size, capital resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment or at all. If we are unable to successfully obtain rights to required third-party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of the relevant program or product candidate, which could significantly harm our business, financial condition, results of operations, and prospects.

We may be involved in lawsuits to protect or enforce our patents, which could be expensive, time consuming and unsuccessful. Further, our issued patents could be found invalid or unenforceable if challenged in court.

Competitors or other third parties may infringe, misappropriate or otherwise violate our intellectual property rights. To prevent infringement or unauthorized use, we may be required to file infringement or other intellectual property claims, which can be expensive and time-consuming. In addition, in a patent infringement proceeding, a court may decide that a patent we may in-license in the future or own is not valid, is unenforceable, and/or is not infringed, or may refuse to stop the other party from using the technology at issue on the grounds that our owned patents or future in-licensed patents do not cover the technology in question. If we or any of our potential future collaborators were to initiate legal proceedings against a third party to enforce a patent directed at palazestrant, OP-3136, or any future product candidates we may develop, the defendant could counterclaim that our patent is invalid and/or unenforceable in whole or in part. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge include an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, written description, non-enablement, or obviousness-type double patenting. Grounds for an unenforceability assertion could include an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO or made a misleading statement during prosecution.

The outcome following legal assertions of invalidity and/or unenforceability is unpredictable, and prior art could render any of our patents invalid. There is no assurance that all potentially relevant prior art relating to our patents and patent applications has been found. There is also no assurance that there is not prior art of which we are aware, but which we believe does not affect the validity or enforceability of a claim in our patent and patent applications, which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim.

If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we may lose at least part, and perhaps all, of the patent protection on a product candidate. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates. Such a loss of patent protection would significantly harm our business, financial condition, results of operations, and prospects.

Even if resolved in our favor, litigation or other legal proceedings relating to our intellectual property rights may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or other legal proceedings relating to our intellectual property rights, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation or other proceedings.

Should any of these events occur, it could significantly harm our business, financial condition, results of operations, and prospects.

Intellectual property litigation may lead to unfavorable publicity that harms our reputation and causes the market price of our common shares to decline.

During the course of any intellectual property litigation, there could be public announcements of the initiation of the litigation as well as results of hearings, rulings on motions, and other interim proceedings in the litigation. If securities analysts or investors regard these announcements as negative, the perceived value of our existing products, programs or intellectual property could be diminished. Accordingly, the market price of shares of our common stock may decline. Such announcements could also harm our reputation or the market for our future products, which could significantly harm our business, financial condition, results of operations, and prospects.

Derivation proceedings may be necessary to determine priority of inventions, and an unfavorable outcome may require us to cease using the related technology or to attempt to license rights from the prevailing party.

Derivation proceedings provoked by third parties or brought by us or declared by the USPTO may be necessary to determine the priority of inventions with respect to our patents or patent applications. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights to it from the prevailing party.

Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Our defense of derivation proceedings may fail and, even if successful, may result in substantial costs and distract our management and other employees. In addition, the uncertainties associated with such proceedings could have a material adverse effect on our ability to raise the funds necessary to continue our clinical trials, continue our research programs, license necessary technology from third parties or enter into development or manufacturing partnerships that would help us bring palazestrant, OP-3136, or any future product candidates to market. Should any of these events occur, it could significantly harm our business, financial condition, results of operations, and prospects.

Changes in patent laws or their interpretations could increase the uncertainties and costs surrounding the prosecution of our patent applications or those of our licensors and the enforcement or defense of our issued patents or those of our licensors.

Changes in either patent laws or interpretation of patent laws in the United States or in other countries could increase the uncertainties and costs surrounding prosecution of patent applications and the enforcement or defense of issued patents. For example, on September 16, 2011, the Leahy-Smith America Invents Act (the Leahy-Smith Act) was signed into law which included a number of significant changes to U.S. patent law. These include provisions that affected the way patent applications are prosecuted and may also affect patent litigation. In particular, under the Leahy-Smith Act, the United States transitioned in March 2013 to a “first inventor to file” system in which, assuming that other requirements of patentability are met, the first inventor to file a patent application will be entitled to the patent regardless of whether a third party was first to invent the claimed invention. A third party that files a patent application in the USPTO after March 2013 but before us could therefore be awarded a patent covering an invention of ours even if we had made the invention before it was made by such third party. This will require us to be cognizant going forward of the time from invention to filing of a patent application. Furthermore, our ability to obtain and maintain valid and enforceable patents depends on whether the differences between our technology and the prior art allow our technology to be patentable over the prior art. Since patent applications in the United States and most other countries are confidential for a period of time after filing or until issuance, we may not be certain that we or our licensors are the first to either (1) file any patent application related to palazestrant, OP-3136, or any future product candidates we may develop or (2) invent any of the inventions claimed in the patents or patent applications.

The Leahy-Smith Act also includes a number of significant changes that affect the way patent applications are prosecuted and also may affect patent litigation. These include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to attack the validity of a patent by USPTO-administered post-grant proceedings, including PGR, IPR and derivation proceedings. An adverse determination in any such submission or proceeding could reduce the scope or enforceability of, or invalidate, our patent rights, which could adversely affect our competitive position.

Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in U.S. federal courts necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action. Thus, changes to patent laws, such as the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications or those of our licensors and the enforcement or defense of our issued patents or those of our licensors, all of which could significantly harm our business, financial condition, results of operations, and prospects.

Changes in U.S. patent law, or laws in other countries, could diminish the value of patents in general, thereby impairing our ability to protect palazestrant, OP-3136, or any future product candidates we may develop.

As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involves a high degree of technological and legal complexity. Therefore, obtaining and enforcing biopharmaceutical patents is costly, time consuming and inherently uncertain. Changes in either the patent laws or in the interpretations of patent laws in the United States and other countries may diminish our ability to protect our inventions, obtain, maintain and enforce our intellectual property rights and, more generally, could affect the value of our intellectual property. Such changes may also increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. We cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents. In addition, Congress or other foreign legislative bodies may pass patent reform legislation that is unfavorable to us.

Further, the U.S. Supreme Court has ruled on patent cases, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the U.S. federal courts, the USPTO, or similar authorities in foreign jurisdictions, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patent and the patents we might obtain or license in the future. Any of the foregoing could significantly harm our business, financial condition, results of operations, and prospects.

We may be subject to claims challenging the inventorship or ownership of our patents and other intellectual property.

It is possible that we do not perfect ownership of all patents, patent applications or other intellectual property. This possibility includes the risk that we do not identify all inventors, or identify incorrect inventors, which may lead to claims disputing inventorship or ownership of our patents, patent applications or other intellectual property by former employees or other third parties. There is also a risk that we do not establish an unbroken chain of title from inventors to us. Errors in inventorship or ownership can sometimes also impact priority claims. If we were to lose the ability to claim priority for certain patent filings, intervening art or other events may preclude us from obtaining issued patents.

Litigation may be necessary to defend against these and other claims challenging inventorship or ownership. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Such an outcome could significantly harm our business, financial condition, results of operations, and prospects. Even if we are successful in defending against such claims, litigation could result in substantial costs and distraction to management and other employees.

Patent terms may be inadequate to protect our competitive position on palazestrant, OP-3136, or any future product candidates we may develop for an adequate amount of time.

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions may be available, but there can be no assurance that any such extensions will be obtained, and the life of a patent, and the protection it affords, is limited. Even if patents covering palazestrant, OP-3136, or any future product candidates we may develop are obtained, once the patent life has expired, we may be open to competition from competitive products. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

In the United States, patent term can be adjusted due to delays that occur during examination of patent applications, which may extend the term of a patent beyond 20 years. There is a risk that we may take action that detracts from any accrued patent term adjustment.

It is necessary to pay certain maintenance fees, also referred to as annuities or renewal fees in some countries, throughout the lifetime of a patent at regular intervals. Failure to pay these fees can cause a granted patent to prematurely expire, without an opportunity for revival. There is a risk that we may be unable to maintain patent

protection for certain patents in all markets due to finite availability of resources. Any of the foregoing could significantly harm our business, financial condition, results of operations, and prospects.

If we do not obtain patent term extension for palazestrant, OP-3136, or any future product candidates we may develop, our business, financial condition, results of operations, and prospects may be significantly harmed.

Depending upon the timing, duration and specifics of FDA marketing approval of palazestrant, OP-3136, or any future product candidates we may develop, one or more of our U.S. patents or those of our licensors may be eligible for limited patent term restoration under the Drug Price Competition and Patent Term Restoration Act of 1984 (the Hatch-Waxman Amendments). The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. A maximum of one patent may be extended per FDA-approved product as compensation for the patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only those claims covering such approved drug product, a method for using it or a method for manufacturing it may be extended. Patent term extension may also be available in certain foreign countries upon regulatory approval of palazestrant, OP-3136, or any future product candidates we may develop. However, we may not be granted an extension because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or restoration or the term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our business, financial condition, results of operations, and prospects could be significantly harmed. Further, if this occurs, our competitors may take advantage of our investment in development and trials by referencing our clinical and non-clinical data and launch their product earlier than might otherwise be the case.

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

Filing, prosecuting and defending patents in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States may be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we will not be able to prevent third parties from practicing our inventions in all countries outside the United States or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection, but enforcement is not as strong as that in the United States. These infringing products may compete with palazestrant, OP-3136, or any future product candidates we may develop, without any available recourse.

The laws of some other countries do not protect intellectual property rights to the same extent as the laws of the United States. Patent protection must ultimately be sought on a country-by-country basis, which is an expensive and time-consuming process with uncertain outcomes. Accordingly, we may choose not to seek patent protection in certain countries, and we will not have the benefit of patent protection in such countries. In addition, the legal systems of some countries, particularly developing countries, do not favor the enforcement of patents and other intellectual property protection, especially those relating to biopharmaceuticals. As a result, many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. Because the legal systems of many foreign countries do not favor the enforcement of patents and other intellectual property protection, particularly those relating to biopharmaceutical products, it could be difficult for us to stop the infringement, misappropriation or violation of our patents or our licensors' patents or marketing of competing products in violation of our proprietary rights. Proceedings to enforce our intellectual property and other proprietary rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents or the patents of our licensors at risk of being invalidated or interpreted narrowly, could put our patent applications or the patent applications of our licensors at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may

not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Many countries have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government authorities or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we are forced to grant a license to third parties with respect to any patents relevant to our business, our competitive position may be impaired, and our business, financial condition, results of operations, and prospects may be significantly harmed.

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

Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and/or applications will be due to the USPTO and various foreign patent offices at various points over the lifetime of our patents and/or patent applications. We have systems in place to remind us when such fees are due, and we rely on our outside counsel and their patent annuity service to pay these fees when due. Additionally, the USPTO and various foreign patent offices require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application and prosecution process. We employ reputable law firms and other professionals to help us comply, and in many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with rules applicable to the particular jurisdiction. However, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. If such an event were to occur, potential competitors might be able to enter the market with similar or identical products or technology, which could significantly harm our business, financial condition, results of operations, and prospects.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business, financial condition, results of operations, and prospects could be significantly harmed.

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

If we are unable to protect the confidentiality of our trade secrets, our business, financial condition, results of operations, prospects, and competitive position would be significantly harmed.

We rely on the protection of our trade secrets, including unpatented know-how, technology and other proprietary information to maintain our competitive position. Although we have taken steps to protect our trade secrets and unpatented know-how, including entering into confidentiality agreements with third parties, and confidential information and inventions agreements with employees, consultants and advisors, we cannot guarantee that we have entered into such agreements with each party that may have or have had access to our trade secrets

or proprietary technology or processes. Further, we cannot provide any assurances that all such agreements have been duly executed, and any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, or claim ownership in intellectual property that we believe is owned by us. Monitoring unauthorized uses and disclosures of our intellectual property is difficult, and we do not know whether the steps we have taken to protect our intellectual property will be effective. In addition, we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets.

Moreover, if any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us. If any of these events occurs or if we otherwise lose protection for our trade secrets, the value of this information may be greatly reduced, and our competitive position would be harmed. If we do not apply for patent protection prior to such publication or if we cannot otherwise maintain the confidentiality of our proprietary technology and other confidential information, then our ability to obtain patent protection or to protect our trade secret information may be jeopardized. Any of the foregoing could significantly harm our business, financial condition, results of operations, and prospects.

We may be subject to claims that we or our employees have wrongfully used or disclosed alleged confidential information or trade secrets.

We have entered into and may enter in the future into non-disclosure and confidentiality agreements to protect the proprietary positions of third parties, such as outside scientific collaborators, CROs, third-party manufacturers, consultants, advisors, potential partners, lessees of shared multi-company property and other third parties. Many of our employees and consultants were previously employed at, or may have previously provided or may be currently providing consulting services to, other biopharmaceutical companies, including our competitors or potential competitors. Although we try to ensure that our employees, consultants, and advisors do not use the proprietary information or know-how of others in their work for us, we may become subject to litigation where a third party asserts that we or our employees or consultants inadvertently or otherwise breached the agreements and used or disclosed trade secrets or other information proprietary to the third parties. Defense of such matters, regardless of their merit, could involve substantial litigation expense and be a substantial diversion of employee resources from our business. We cannot predict whether we would prevail in any such actions. Moreover, intellectual property litigation, regardless of its outcome, may cause negative publicity and could prohibit us from marketing or otherwise commercializing palazestrant, OP-3136, or any future product candidates or technologies we may develop. Failure to defend against any such claim could subject us to significant liability for monetary damages or prevent or delay our developmental and commercialization efforts, and cause us to lose valuable intellectual property rights or personnel, which could significantly harm our business, financial condition, results of operations, and prospects. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to our management team and other employees.

Parties making claims against us may be able to sustain the costs of complex intellectual property litigation more effectively than we can. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise additional funds or otherwise significantly harm our business, financial condition, results of operations, and prospects.

Our rights to develop and commercialize our technology and product candidates may be subject, in part, to the terms and conditions of licenses granted to us by others.

We may enter into license agreements in the future with others to advance our research or allow commercialization of palazestrant, OP-3136, or any future product candidates we may develop. These and other licenses may not provide exclusive rights to use such intellectual property and technology in all relevant fields of use and in all territories in which we may wish to develop or commercialize our technology and products in the future. As a result, we may not be able to prevent competitors from developing and commercializing competitive products in territories included in our licenses.

If we fail to comply with our obligations under any such license agreements, including obligations to make various milestone payments and royalty payments and other obligations, the licensor may have the right to terminate the license. If these agreements are terminated, we could lose intellectual property rights that are important to our business, be liable for any damages to such licensors or be prevented from developing and commercializing our product candidates, and competitors could have the freedom to seek regulatory approval of, and to market, products identical to ours. Termination of these agreements or reduction or elimination of our rights under these agreements may also result in our being required to negotiate new or reinstated agreements with less favorable terms, cause us to lose our rights under these agreements, including our rights to important intellectual property or technology, or impede, delay or prohibit the further development or commercialization of one or more product candidates that rely on such agreements. It is possible that we may be unable to obtain any additional licenses at a reasonable cost or on reasonable terms, if at all. In that event, we may be required to expend significant time and resources to redesign our product candidates or the methods for manufacturing them or to develop or license replacement technology, all of which may not be feasible on a technical or commercial basis.

In addition, subject to the terms of any such license agreements, we may not have the right to control the preparation, filing, prosecution, maintenance, enforcement and defense of patents and patent applications covering the technology that we license from third parties. In such an event, we cannot be certain that these patents and patent applications will be prepared, filed, prosecuted, maintained, enforced and defended in a manner consistent with the best interests of our business, including the payment of all applicable fees for patents covering our product candidates. If our licensors fail to prosecute, maintain, enforce and defend such patents, or lose rights to those patents or patent applications, the rights we have licensed may be reduced or eliminated, and our right to develop and commercialize any of our products that are subject of such licensed rights could be adversely affected. Further, we may not be able to prevent competitors from making, using and selling competing products. In addition, even where we have the right to control the prosecution of patents and patent applications we have licensed to and from third parties, we may still be adversely affected or prejudiced by the actions or inactions of our licensees, our licensors and their counsel that took place prior to the date upon which we assumed control over patent prosecution.

Our licensors may have relied on third party consultants or collaborators or on funds from third parties such that our licensors are not the sole and exclusive owners of the patents we in-licensed. If other third parties have ownership rights to our in-licensed patents, they may be able to license such patents to our competitors, and our competitors could market competing products and technology. This could have a material adverse effect on our competitive position, business, financial condition, results of operations, and prospects.

We may need to obtain additional licenses from existing licensors and others to advance our research or allow commercialization of product candidates we develop. It is possible that we may be unable to obtain additional licenses at a reasonable cost or on reasonable terms, if at all. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to redesign our technology, product candidates, or the methods for manufacturing them or to develop or license replacement technology, all of which may not be feasible on a technical or commercial basis. If we are unable to do so, we may be unable to develop or commercialize the affected product candidates, which could significantly harm our business, financial condition, results of operations, and prospects significantly. We cannot provide any assurances that third party patents do not exist which might be enforced against our current technology, manufacturing methods, product candidates, or future methods or products resulting in either an injunction prohibiting our manufacture or future sales, or, with respect to our future sales, an obligation on our part to pay royalties and/or other forms of compensation to third parties, which could be significant. Should any of these events occur, it could significantly harm our business, financial condition, results of operations, and prospects.

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

Disputes may arise between us and our past, current or future licensors regarding intellectual property subject to a license agreement, including:

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

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

In spite of our best efforts, our licensors might conclude that we have materially breached our license agreements and might therefore terminate the license agreements, thereby removing our ability to develop and commercialize products and technology covered by these license agreements. If these in-licenses are terminated, or if the underlying patents fail to provide the intended exclusivity, competitors could have the freedom to seek regulatory approval of, and to market, products identical to ours. This could significantly harm our competitive position, business, financial condition, and prospects.

Intellectual property discovered through government funded programs may be subject to federal regulations such as "march-in" rights, certain reporting requirements and a preference for U.S.-based companies. Compliance with such regulations may limit our exclusive rights and limit our ability to contract with non-U.S. manufacturers.

We may develop, acquire, or license intellectual property rights that have been generated through the use of U.S. government funding or grants. Pursuant to the Bayh-Dole Act of 1980, the U.S. government has certain rights in inventions developed with government funding. These U.S. government rights include a non-exclusive, non-transferable, irrevocable worldwide license to use inventions for any governmental purpose. In addition, the U.S. government has the right, under certain limited circumstances, to require us to grant exclusive, partially exclusive, or non-exclusive licenses to any of these inventions to a third party if it determines that: (1) adequate steps have not been taken to commercialize the invention; (2) government action is necessary to meet public health or safety needs; or (3) government action is necessary to meet requirements for public use under federal regulations (also referred to as "march-in rights"). If the U.S. government exercised its march-in rights in our future intellectual property rights that are generated through the use of U.S. government funding or grants, we could be forced to license or sublicense intellectual property developed by us or that we license on terms unfavorable to us, and there can be no assurance that we would receive compensation from the U.S. government for the exercise of such rights. The U.S. government also has the right to take title to these inventions if the grant recipient fails to disclose the invention to the government or fails to file an application to

register the intellectual property within specified time limits. Intellectual property generated under a government funded program is also subject to certain reporting requirements, compliance with which may require us to expend substantial resources. In addition, the U.S. government requires that any products embodying any of these inventions or produced through the use of any of these inventions be manufactured substantially in the United States. This preference for U.S. industry may be waived by the federal agency that provided the funding if the owner or assignee of the intellectual property can show that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible. This preference for U.S. industry may limit our ability to contract with non-U.S. product manufacturers for products covered by such intellectual property. Any exercise by the government of any of the foregoing rights could harm our competitive position, business, financial condition, results of operations, and prospects.

Risks related to our dependence on third parties

We rely, and expect to continue to rely, on third parties, including independent clinical investigators and CROs, to conduct certain aspects of our non-clinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties, comply with applicable regulatory requirements or meet expected deadlines, we may not be able to obtain regulatory approval for or commercialize palazestrant, OP-3136, or future product candidates we may develop and our business, financial condition, results of operations, and prospects could be significantly harmed.

We have relied upon and plan to continue to rely upon third parties, including independent clinical investigators and third-party CROs, to conduct certain aspects of our non-clinical studies and clinical trials and to monitor and manage data for our ongoing non-clinical and clinical programs. We rely on these parties for execution of our non-clinical studies and clinical trials, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies and trials is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on these third parties does not relieve us of our regulatory responsibilities. We and our third-party contractors and CROs are required to comply with GCP requirements, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for palazestrant or OP-3136 in clinical development. Regulatory authorities enforce these GCPs through periodic inspections of trial sponsors, principal investigators and trial sites. If we or any of these third parties or our CROs fail to comply with applicable GCPs, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials comply with GCP regulations. In addition, our clinical trials must be conducted with product produced under cGMP regulations. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be adversely affected if any of these third parties violates federal, state or foreign fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

Further, these investigators and CROs are not our employees and we will not be able to control, other than by contract, the amount of resources, including time, which they devote to palazestrant and clinical trials. These third parties may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other product development activities, which could affect their performance on our behalf. If independent investigators or CROs fail to devote sufficient resources to the development of palazestrant or OP-3136, or if CROs do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize palazestrant or OP-3136. As a result, our results of operations and the commercial prospects for palazestrant or OP-3136 would be harmed, our costs could increase and our ability to generate revenues could be delayed or precluded entirely, and our business, financial condition, results of operations, and prospects could be significantly harmed.

Our CROs have the right to terminate their agreements with us in the event of an uncured material breach. In addition, some of our CROs have an ability to terminate their respective agreements with us if it can be

reasonably demonstrated that the safety of the subjects participating in our clinical trials warrants such termination, if we make a general assignment for the benefit of our creditors or if we are liquidated.

If any of our relationships with these third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs or do so on commercially reasonable terms. Switching or adding additional CROs involves additional cost and requires management time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays occur, which can materially impact our ability to meet our desired clinical development timelines. Additionally, CROs may lack the capacity to absorb higher workloads or take on additional capacity to support our needs. There can be no assurance that we will not encounter challenges or delays with CROs in the future or that these delays or challenges will not significantly harm our business, financial condition, results of operations, and prospects.

We contract with third parties for the manufacture of palazestrant and OP-3136 for non-clinical studies and our ongoing clinical trials, and expect to continue to do so for additional clinical trials and ultimately for commercialization. This reliance on third parties increases the risk that we will not have sufficient quantities of palazestrant, OP-3136, or other drugs necessary for the development or commercialization of palazestrant or OP-3136, or may not be able to obtain such quantities at an acceptable cost, which could delay, prevent, or impair our development or commercialization efforts.

We do not currently have the infrastructure or internal capability to manufacture supplies of palazestrant or OP-3136 for use in development and commercialization. We rely, and expect to continue to rely, on third-party manufacturers for the production of palazestrant and OP-3136 for non-clinical studies and clinical trials under the guidance of members of our organization. We do not have long-term supply agreements for palazestrant. Furthermore, the raw materials for palazestrant and OP-3136 are sourced, in some cases, from a single-source supplier. If we were to experience an unexpected loss of supply of palazestrant or OP-3136 for any reason, whether as a result of manufacturing, supply or storage issues or otherwise, we could experience delays, disruptions, suspensions or terminations of, or be required to restart or repeat, any pending or ongoing clinical trials.

We expect to continue to rely on third-party manufacturers for the commercial supply of palazestrant and OP-3136, if we obtain marketing approval. We may be unable to maintain or establish required agreements with third-party manufacturers or to do so on acceptable terms. Even if we are able to establish agreements with third-party manufacturers, reliance on third-party manufacturers entails additional risks, including:

- the failure of the third party to manufacture palazestrant or OP-3136 according to our schedule, or at all, including if our third-party contractors give greater priority to the supply of other products over palazestrant or OP-3136 or otherwise do not satisfactorily perform according to the terms of the agreements between us and them;
- disruptions resulting from the impact of public health pandemics or epidemics;
- the reduction or termination of production or deliveries by suppliers, or the raising of prices or renegotiation of terms;
- the termination or nonrenewal of arrangements or agreements by our third-party contractors at a time that is costly or inconvenient for us;
- the breach by the third-party contractors of our agreements with them;
- the failure of third-party contractors to comply with applicable regulatory requirements;
- the failure of the third party to manufacture palazestrant or OP-3136 according to our specifications;
- the mislabeling of clinical supplies, potentially resulting in the wrong dose amounts being supplied or active drug or placebo not being properly identified;
- clinical supplies not being delivered to clinical sites on time, leading to clinical trial interruptions, or of drug supplies not being distributed to commercial vendors in a timely manner, resulting in lost sales; and
- the misappropriation of our proprietary information, including our trade secrets and know-how.

We have limited control over all aspects of the manufacturing process of, and are dependent on, our contract manufacturing partners for compliance with cGMP regulations for manufacturing both active drug substances and finished drug products. Third-party manufacturers may not be able to comply with cGMP regulations or similar regulatory requirements outside of the United States. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA, EU or other foreign regulatory requirements, they will not be able to secure and/or maintain marketing approval for their manufacturing facilities. In addition, we have limited control over the ability of our contract manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA, competent authorities of EU Member States or a comparable foreign regulatory authority does not approve these facilities for the manufacture of palazestrant or OP-3136, or if it withdraws any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain marketing approval for or market palazestrant or OP-3136, if approved. We, or our contract manufacturers, any future collaborators and their contract manufacturers could be subject to periodic unannounced inspections by the FDA, competent authorities of EU Member States, or other comparable foreign regulatory authorities, to monitor and ensure compliance with cGMP. Despite our efforts to audit and verify regulatory compliance, one or more of our third-party manufacturing vendors may be found on regulatory inspection by the FDA, competent authorities of EU Member States, or other comparable foreign regulatory authorities to be noncompliant with cGMP regulations. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including shutdown of the third-party vendor or invalidation of drug product lots or processes, fines, injunctions, civil penalties, delays, suspension, variation or withdrawal of approvals, license revocation, seizures or recalls of product candidates or drugs, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of palazestrant, OP-3136, or other drugs necessary for the development or commercialization of palazestrant and significantly harm our business, financial condition, results of operations, and prospects.

Furthermore, if the third-party providers of therapies or therapies in development used in combination with palazestrant or OP-3136 are unable to produce sufficient quantities for clinical trials or for commercialization of palazestrant or OP-3136, or if the cost of combination therapies are prohibitive, our development and commercialization efforts would be impaired, which would significantly harm our business, financial condition, results of operations, and prospects. For example, for our Phase 3 clinical trial of palazestrant in combination with ribociclib in ER+/HER2- frontline advanced or metastatic breast cancer, we entered into a Clinical Trial Collaboration and Supply Agreement (the 2024 Novartis Agreement), pursuant to which Novartis is manufacturing and supplying ribociclib. If Novartis is unable to timely manufacture or supply ribociclib, or if the 2024 Novartis Agreement terminates and we are unable to obtain ribociclib on comparable terms, our Phase 3 clinical trial may be delayed and our costs to conduct this trial may increase significantly. Either of these outcomes would materially harm our business, financial condition, results of operations, and prospects.

Our current and anticipated future dependence upon others for the manufacture of palazestrant, OP-3136, or other drugs necessary for the development or commercialization of palazestrant or OP-3136 may adversely affect our future profit margins and our ability to commercialize any product candidates that receive marketing approval, if any, on a timely and competitive basis.

The manufacture of drugs is complex, and our third-party manufacturers may encounter difficulties in production. If any of our third-party manufacturers encounter such difficulties, our ability to provide adequate supply of palazestrant or OP-3136 for clinical trials or our products for patients, if approved, could be delayed or prevented.

Manufacturing drugs, especially in large quantities, is complex and may require the use of innovative technologies. Each lot of an approved drug product must undergo thorough testing for identity, strength, quality, purity and potency. Manufacturing drugs requires facilities specifically designed for and validated for this purpose, and sophisticated quality assurance and quality control procedures are necessary. Slight deviations anywhere in the manufacturing process, including filling, labeling, packaging, storage and shipping and quality control and testing, may result in lot failures, product recalls or spoilage. When changes are made to the manufacturing process, we may be required to provide non-clinical and clinical data showing the comparable identity, strength, quality, purity or potency of the products before and after such changes. If microbial, viral or other contamination is discovered at the facilities of our manufacturer, such facilities may need to be closed for an extended period of time to investigate and remediate the contamination, which could delay our clinical trials and significantly harm our business, financial condition, results of operations, and prospects. The use of biologically derived ingredients can also lead to allegations of harm, including infections or allergic reactions, or closure of product facilities due to possible contamination. If our manufacturers are unable to produce sufficient quantities for clinical trials or for commercialization, if approved, as a result of these challenges, or otherwise, our development and commercialization efforts would be impaired, which would significantly harm our business, financial condition, results of operations, and prospects.

We have engaged in and may in the future engage in additional acquisitions, strategic partnerships or in-licensing opportunities, that may increase our capital requirements, dilute our stockholders, cause us to incur debt or assume contingent liabilities, and subject us to other risks.

We have engaged in the past and may in the future engage in or evaluate various acquisition opportunities, strategic partnerships and in-licensing opportunities, including licensing or acquiring complementary products, intellectual property rights, technologies or businesses. Any potential acquisition or strategic partnership may entail numerous risks, including:

- increased operating expenses and cash requirements;
- the assumption of contingent liabilities;
- the issuance of our equity securities;
- assimilation of operations, intellectual property and products of an acquired company, including difficulties associated with integrating new personnel;
- the diversion of our management's attention from our existing programs and initiatives in pursuing such a strategic merger or acquisition;
- retention of key employees, the loss of key personnel and uncertainties in our ability to maintain key business relationships;
- risk of delay in receiving or the failure to receive anticipated benefits of any such transactions, or of facing unanticipated challenges;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing products or product candidates and marketing approvals; and
- our inability to generate revenue from acquired technology and/or products sufficient to meet our objectives in undertaking the acquisition or even to offset the associated acquisition and maintenance costs.

In addition, if we undertake acquisitions or pursue partnerships or in-licensing opportunities in the future, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses and acquire intangible assets that could result in significant future amortization expense. Moreover, we may devote substantial resources and fail to realize the anticipated benefits of such efforts, or we may incorrectly judge the value of an acquired or in-licensed product candidate, technology or other asset. Any such failure to realize the

anticipated benefits of any or all of our acquisitions, strategic partnerships or in-licensing opportunities in the time frame expected, or at all, could result in additional costs or loss of revenue. Furthermore, we may not be able to locate suitable acquisition opportunities, and this inability could impair our ability to grow or obtain access to technology or products that may be important to the development of our business.

We have entered into collaborations with third parties for the development and commercialization of palazestrant. If those collaborations are not successful, we may not be able to capitalize on the market potential of palazestrant.

We have third-party collaborators for the development and commercialization of palazestrant. Our likely collaborators for any future collaboration arrangements include large and mid-size pharmaceutical companies, regional and national pharmaceutical companies and biotechnology companies.

We have, and will likely continue to have, limited control over the amount and timing of resources that our collaborators dedicate to the development or commercialization of palazestrant. Our ability to generate revenues from these arrangements will depend on our collaborators' abilities and efforts to successfully perform the functions assigned to them in these arrangements. Collaborations involving palazestrant could pose numerous risks to us, including the following:

- collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations and may not perform their obligations as expected;
- collaborators may de-emphasize or elect not to pursue development and commercialization of palazestrant or may choose not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborators' strategic focus, including as a result of a sale or disposition of a business unit or development function, the availability of funding or external factors such as an acquisition that diverts resources or creates competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with palazestrant if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- a collaborator with marketing and distribution rights to multiple products may not commit sufficient resources to the marketing and distribution of our product relative to other products;
- collaborators may not properly obtain, maintain, defend or enforce our intellectual property rights or may use our proprietary information and intellectual property in such a way as to invite litigation or other intellectual property-related proceedings that could jeopardize or invalidate our proprietary information and intellectual property or expose us to potential litigation or other intellectual property-related proceedings;
- disputes may arise between the collaborators and us that result in the delay or termination of the research, development or commercialization of palazestrant or that result in costly litigation or arbitration that diverts management attention and resources;
- collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable product candidates;
- collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner or at all; and

- if a collaborator of ours were to be involved in a business combination, the continued pursuit and emphasis on our drug development or commercialization program could be delayed, diminished or terminated.

If we decide to establish collaborations in the future but are not able to establish those collaborations on commercially reasonable terms or at all, we may have to alter our development and commercialization plans.

Our drug development programs and the potential commercialization of palazestrant, OP-3136, or any future product candidates we may develop will require substantial additional cash to fund expenses. We may continue to seek to selectively form collaborations to expand our capabilities, potentially accelerate research and development activities and provide for commercialization activities by third parties. Any of these relationships may require us to incur non-recurring and other charges, increase our near and long-term expenditures, issue securities that dilute our existing stockholders, or disrupt our management and business.

If we seek collaborations in the future, we will face significant competition in seeking appropriate collaborators and the negotiation process is time-consuming and complex. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by the FDA, European Commission, or comparable foreign regulatory authorities, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing drugs, the existence of uncertainty with respect to our ownership of intellectual property and industry and market conditions generally. The potential collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such collaboration could be more attractive than the one with us for palazestrant, OP-3136, or any future product candidates we may develop. Further, we may not be successful in our efforts to establish a collaboration or other alternative arrangements for future product candidates because they may be deemed to be at too early of a stage of development for collaborative effort and third parties may not view them as having the requisite potential to demonstrate safety and efficacy.

In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future collaborators. Even if we are successful in entering into a collaboration, the terms and conditions of that collaboration may restrict us from entering into future agreements on certain terms with potential collaborators.

If and when we seek to enter into additional collaborations, we may not be able to negotiate collaborations on a timely basis, on acceptable terms, or at all. If we are unable to do so, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms or at all. If we do not have sufficient funds, we may not be able to further develop palazestrant, OP-3136, or any future product candidates we may develop or bring them to market and generate product revenue.

Risks Related to Ownership of Our Common Stock

An active trading market for our common stock may not be sustained.

Our common stock is currently listed on The Nasdaq Global Select Market under the symbol "OLMA." However, we cannot assure you that an active trading market for our common stock will be sustained. Accordingly, we cannot assure you of the liquidity of any trading market, your ability to sell your shares of our common stock when desired, or the prices that you may obtain for your shares. Further, an inactive market may also impair our ability to raise capital by selling our common stock and may impair our ability to enter into strategic partnerships or acquire businesses, products, or technologies using our common stock as consideration.

The price of our stock has been and may continue to be volatile, and you could lose all or part of your investment.

The trading price of our common stock has been and may continue to be highly volatile and subject to wide fluctuations in response to various factors, some of which we cannot control. For example, the closing price of our common stock from January 1, 2024 to May 8, 2026 has ranged from a low of $3.06 to a high of $35.83. The stock market in general, and pharmaceutical and biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies.

Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. In addition to the factors discussed in this "Risk Factors" section and elsewhere in this Quarterly Report, these factors include:

- the timing and results of non-clinical studies and clinical trials of palazestrant, OP-3136, or any future product candidates we may develop or those of our competitors;
- the success of competitive products or announcements by potential competitors of their product development efforts;
- regulatory actions with respect to our product candidates or our competitors' products;
- actual or anticipated changes in our growth rate relative to our competitors;
- regulatory or legal developments in the United States and other countries;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;
- announcements by us or our competitors of significant acquisitions, strategic collaborations, joint ventures, collaborations or capital commitments;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- market conditions in the pharmaceutical and biotechnology sector;
- changes in the structure of healthcare payment systems;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- announcement or expectation of additional financing efforts;
- sales of our common stock by us, our insiders or our other stockholders; and
- the geopolitical and macroeconomic environment, generally, including geopolitical and economic uncertainty, market volatility, labor shortages, evolving trade and tariff policies, including related legal challenges, trade tensions, retaliatory measures by other countries, supply chain disruptions, military conflicts, as well as any related political or economic responses and counter-responses by various global actors, inflationary pressures, monetary supply shifts, increased recession risk, and related financial instability.

In addition, the trading prices for common stock of biopharmaceutical companies, including ours, have been highly volatile as a result of factors unrelated to the specific company or its products or products candidates.

The realization of any of the above risks or any of a broad range of other risks, including those described in this "Risk Factors" section, could have a dramatic and adverse impact on the market price of our common stock.

Our quarterly operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline.

We expect our operating results to be subject to quarterly fluctuations. Our net loss and other operating results will be affected by numerous factors, including:

- timing and variations in the level of expense related to the ongoing development of palazestrant, OP-3136, or future development programs;
- timing and status of enrollment for our clinical trials;
- impacts from geopolitical and macroeconomic events on us or third parties with which we engage;
- results of clinical trials, or the addition or termination of clinical trials or funding support by us or potential future partners;
- our execution of any collaboration, licensing or similar arrangements, and the timing of payments we may make or receive under potential future arrangements or the termination or modification of any such potential future arrangements;
- any intellectual property infringement, misappropriation or violation lawsuit or opposition, interference or cancellation proceeding in which we may become involved;
- additions and departures of key personnel;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- if palazestrant, OP-3136, or any future product candidates we may develop receive regulatory approval, the timing and terms of such approval and market acceptance and demand for such product candidates;
- the timing and cost to establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval and intend to commercialize on our own or jointly with current or future collaborators;
- regulatory developments affecting palazestrant, OP-3136, or any future product candidates we may develop or those of our competitors; and
- changes in general market and economic conditions.

If our quarterly operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. Furthermore, any quarterly fluctuations in our operating results may, in turn, cause the price of our stock to fluctuate substantially. We believe that quarterly comparisons of our financial results are not necessarily meaningful and should not be relied upon as an indication of our future performance.

Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.

Our executive officers, directors, significant stockholders and their respective affiliates beneficially own a significant percentage of our common stock. Therefore, these stockholders are able to significantly influence us through this ownership position. These stockholders may be able to determine all matters requiring stockholder approval. For example, these stockholders may be able to control elections of directors, amendments of our organizational documents or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders. The interests of this group of stockholders may not always coincide with your interests or the interests of other stockholders and they may act in a manner that advances their best interests and not necessarily those of other stockholders, including seeking a premium value for their common stock, and might affect the prevailing market price for our common stock.

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

Our common stock price could decline as a result of sales of a large number of shares of common stock or the perception that these sales could occur. These sales, or the possibility that these sales may occur, might also make it more difficult for us to sell equity securities in the future at a time and price that we deem appropriate.

As of May 7, 2026, we had 87,347,471 shares of common stock and pre-funded warrants to purchase up to 13,594,149 shares of common stock outstanding (which are immediately exercisable at an exercise price of $0.0001 per share of common stock, subject to beneficial ownership limitations). Refer to Notes 2 and 12 of our notes to the condensed consolidated financial statements contained in this Quarterly Report for further information regarding the pre-funded warrants. Shares issued upon the exercise of any such pre-funded warrants as well as stock options outstanding under our equity incentive plans or pursuant to future awards granted under those plans will become available for sale in the public market to the extent permitted by the provisions of applicable vesting schedules, and Rules 144 and 701 under the Securities Act.

We were obligated to file registration statements with the SEC to register all of the shares, including shares issuable upon the exercise of pre-funded warrants, issued in each of our private placement transactions for public resale, and are required to maintain effectiveness of both registration statements until the earliest of (i) the second anniversary of the effective date of such registration statement, (ii) such time as all of the shares issued in such private placement have been sold pursuant to such registration statement, or (iii) such time as the shares issued in such private placement become eligible for resale by non-affiliates without any volume limitations or other restrictions pursuant to Rule 144(b)(1)(i) under the Securities Act or any other rule of similar effect. In December 2025, we filed an automatic shelf registration statement pursuant to which we may offer and sell shares from time to time, including the shares of common stock pursuant to our at-the-market offering program currently in place. We also register the offer and sale of all shares of common stock that we may issue under our equity compensation plans. Once we register the offer and sale of shares for the holders of registration rights and shares that may be issued under our equity incentive plans, these shares will be able to be sold in the public market upon issuance, subject to applicable securities laws.

In addition, in the future, we may issue additional shares of common stock, or other equity or debt securities convertible into common stock, in connection with a financing, acquisition, employee arrangement or otherwise. Any such issuance could result in substantial dilution to our existing stockholders and could cause the price of our common stock to decline.

Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to palazestrant, OP-3136 or future product candidates we may develop on unfavorable terms to us.

We have in the past, and may again in the future seek additional capital through a variety of means, including public or private equity offerings, debt financings or other sources, including up-front payments and milestone payments from strategic collaborations. For example, in November 2025, we completed a public offering of 11,500,000 shares of our common stock, at a public offering price of $19.00 per share, including 1,500,000 shares sold pursuant to the underwriters' full exercise of their option to purchase additional shares. In addition, in January 2025, we terminated our previous sales agreement with Cowen and Company (the 2024 Sales Agreement) and entered into a new sales agreement with TD Cowen (as amended from time to time, the 2025 Sales Agreement), pursuant to which we may offer and sell, from time to time through TD Cowen, at our option, shares of our common stock having an aggregate offering price of up to $150.0 million. On December 11, 2025, we entered into Amendment No. 1 to the 2025 Sales Agreement, which increased the maximum aggregate offering price under the at-the-market offering program to $200.0 million. To the extent that we raise additional capital through the sale of equity or convertible debt or equity securities, including pursuant to sales under the 2025 Sales Agreement, your ownership interest will be diluted, our stock price could fall and the terms of such securities may include liquidation or other preferences that adversely affect your rights as a stockholder. Future financing activities may result in dilution to stockholders, the imposition of debt covenants, increased fixed payment obligations or other restrictions that may affect our business. If we raise additional funds through up-front payments or milestone payments pursuant to strategic collaborations with third parties, we may have to relinquish valuable rights to palazestrant, OP-3136, or future product candidates we may develop, or grant licenses on terms that are not favorable to us. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.

We qualify as a "smaller reporting company" within the meaning of the Exchange Act and may take advantage of certain exemptions from disclosure requirements available to smaller reporting companies, which could make our securities less attractive to investors and may make it more difficult to compare our performance to the performance of other public companies.

Because our annual revenue was less than $100.0 million during the most recently completed fiscal year and the market value of our voting and non-voting common stock held by non-affiliates was less than $700.0 million measured on the last business day of our second fiscal quarter for the year ended December 31, 2025, we qualify as a "smaller reporting company" as defined in the Exchange Act. We may take advantage of certain of the scaled disclosures available to smaller reporting companies including, among other things, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act (Section 404), presenting only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and presenting reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. We cannot predict whether investors will find our securities less attractive because we will rely on these exemptions. If some investors find our securities less attractive as a result of our reliance on these exemptions, the trading prices of our securities may be lower than they otherwise would be, there may be a less active trading market for our securities and the trading prices of our securities may be more volatile.

New or future changes to tax laws could materially adversely affect our Company.

New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time, which could adversely affect our business operations and financial performance. Further, existing tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to us. The OBBBA, the IRA, the Coronavirus Aid, Relief, and Economic Security Act and legislation commonly referred to as the Tax Cuts and Jobs Act made many significant changes to the U.S. tax laws. For example, the IRA provides for a minimum tax equal to 15% of the adjusted financial statement income of certain large corporations, as well as a 1% excise tax on certain share buybacks by public corporations that would be imposed on such corporations. In addition, it is uncertain if and to what extent various states will conform to federal tax legislation. The impact of such changes or future legislation could increase our U.S. tax expense and could have a material adverse impact on our business and financial condition. In addition, the pricing of our intercompany transactions may be challenged by taxing authorities, with potential increases in income and other taxes that could impact our business and financial condition.

Tax authorities may disagree with our positions and conclusions regarding certain tax positions,

resulting in unanticipated costs, taxes or non-realization of expected benefits.

A tax authority may disagree with tax positions that we have taken, which could result in increased tax liabilities. For example, the U.S. Internal Revenue Service or another tax authority could challenge our allocation of income by tax jurisdiction and the amounts paid between our affiliated companies pursuant to our intercompany arrangements and transfer pricing policies, including amounts paid with respect to our intellectual property development. Similarly, a tax authority could assert that we are subject to tax in a jurisdiction where we believe we have not established a taxable nexus, often referred to as a "permanent establishment" under international tax treaties, and such an assertion, if successful, could increase our expected tax liability in one or more jurisdictions. A tax authority may take the position that material income tax liabilities, interest and penalties are payable by us, in which case, we expect that we might contest such assessment. Contesting such an assessment may be lengthy and costly and if we were unsuccessful in disputing the assessment, the implications may materially and adversely impact our operating activities, effective tax rate, deferred tax assets, operating income, and cash flows.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws and Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Our amended and restated certificate of incorporation and amended and restated bylaws may discourage, delay or prevent a merger, acquisition or other change in control of us that stockholders may consider favorable, including transactions in which holders of our common stock might otherwise receive a premium. These provisions also could limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our Board of Directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our Board of Directors. Among other things, these provisions:

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

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law (DGCL), which prohibits a person who owns 15% or more of our

outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired 15% or more of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. These provisions could discourage potential acquisition proposals and could delay or prevent a change in control transaction. They could also have the effect of discouraging others from making tender offers for our common stock, including transactions that may be in your best interests. These provisions may also prevent changes in our management or limit the price that investors are willing to pay for our stock.

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

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

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

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

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

We do not currently intend to pay dividends on our common stock and, consequently, your ability to achieve a return on your investment will depend on appreciation of the value of our common stock.

We have never declared or paid any cash dividends on our equity securities. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, the terms of the Loan Agreement restrict our ability to declare and pay dividends. Any return to stockholders will therefore be limited to any appreciation in the value of our common stock, which is not certain.

General risk factors

The requirements of being a public company may strain our resources, result in more litigation and divert management's attention.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of The Nasdaq Stock Market LLC and other applicable securities rules and regulations. Complying with these rules and regulations has increased and will continue to increase our legal and financial compliance costs, make certain activities more difficult, time-consuming or costly and increase demands on our systems and resources. The Exchange Act requires, among other things, that we file annual, quarterly and current reports regarding our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are also required to disclose, on a quarterly basis, any changes made to our internal control and procedures. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required. As a result, management's attention may be diverted from other business concerns, which could significantly harm our business, financial condition, results of operations, and prospects. We may also need to hire additional employees or engage outside consultants to comply with these requirements, which will increase our costs and expenses.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making certain activities more time-consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business, financial condition, results of operations, and prospects may be significantly harmed.

These rules and regulations may make it more expensive for us to obtain director and officer liability insurance and, in the future, we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our Board of Directors, particularly to serve on our audit committee and compensation committee, and qualified executive officers.

In addition, as a result of our disclosure obligations as a public company, our business and financial condition has become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If those claims are successful, our business could be seriously harmed. In addition, the market price of our common stock has been and may continue to be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation and stockholder derivative actions. We may be the target of these types of litigation and claims in the future. Any such claims or litigation could result in substantial costs, and the time and resources needed to resolve them could divert our management's attention and seriously harm our business, financial condition, results of operations, and prospects.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, stockholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common stock.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404, or any subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Overall, we will continue with the implementation of additional measures around internal controls, and these will require validation and testing of the design and operating effectiveness of internal controls over a sustained period of financial reporting cycles. If we are unable to avoid future material weaknesses, our operations, financial reporting, or financial results could be harmed. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our stock.

If securities or industry analysts do not publish research or reports, or if they publish adverse or misleading research or reports, regarding us, our business or our market, our stock price and trading volume could decline.

The trading market for our common stock is influenced by the research and reports that securities or industry analysts publish about us, our business or our market. If any of the analysts who cover us issue adverse or misleading research or reports regarding us, our business model, our intellectual property, our stock performance or our market, or if our operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

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

We designed our disclosure controls and procedures to reasonably assure that information we must disclose in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Recent Sales of Unregistered Securities

There were no sales of equity securities during the period covered by this report that were not registered under the Securities Act and were not previously reported in a Current Report on Form 8-K filed by the Company.

Repurchase of Shares of Company Equity Securities

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Trading Plans or Rule 10b5-1 Trading Plans

During the quarter ended March 31, 2026, our directors and officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated the contracts, instructions or written plans for the purchase or sale of our securities set forth in the table below.

Name	***Position***	***Action***	***Date of Adoption/ Termination***	***Type of Trading Arrangement***		***Expiration Date***	***Total Shares of Common Stock to be Sold******
				Rule 10b5-1*	***Non-Rule 10b5-1****		
Sean Bohen, M.D., Ph.D.	*President and Chief Executive Officer*	*Adoption*	*March 3, 2026*	X		*June 8, 2027*	*Up to 705,000*

* Contract, instruction or written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act.

** "Non-Rule 10b5-1 trading arrangement" as defined in Item 408(c) of Regulation S-K under the Exchange Act.

*** Represents the maximum number of shares that may be sold pursuant to the 10b5-1 trading arrangement. The number of shares to be sold was dependent on the satisfaction of certain conditions as set forth in the written plan.

Item 6. Exhibits.

Exhibit Number	Description	Incorporated by Reference			
		Schedule Form	File Number	Exhibit	Filing Date
3.1	Amended and Restated Certificate of Incorporation.	8-K	001-39712	3.1	11/23/2020
3.2	Amended and Restated Bylaws.	8-K	001-39712	3.1	12/16/2022
10.1¥	Third Amendment to Loan and Security Agreement by and between the Registrant and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company, dated January 11, 2026.	10-K	001-39712	10.29	3/16/2026
10.2	Separation and Consulting Agreement by and between the Company and Shane Kovacs.	8-K	001-39712	10.1	1/30/2026
10.3*	Olema Pharmaceuticals, Inc. Amended and Restated Non-Employee Director Compensation Policy.				
10.4*¥	Lease Agreement, dated April 27, 2026, between KR Oyster Point II, LLC and Olema Pharmaceuticals, Inc.				
31.1*	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1*†	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document				
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents				
104	Cover page formatted as Inline XBRL and contained in Exhibit 101				

* Filed herewith.

† The certifications attached as Exhibit 32.1 accompany this Quarterly Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the Registrant for purposes of Section 18 of the Exchange Act, and are not to be incorporated

by reference into any of the Registrant's filings under the Securities Act, irrespective of any general incorporation language contained in any such filing.

¥ Pursuant to Item 601(b)(10) of Regulation S-K, portions of this exhibit have been omitted as the Registrant has determined that the omitted information is the type that the Registrant customarily and actually treats as private or confidential and is not material.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Olema Pharmaceuticals, Inc.

Date: May 12, 2026

By: /s/ Sean Bohen, M.D., Ph.D.
Sean Bohen, M.D., Ph.D.
President and Chief Executive Officer
(*Principal Executive Officer and Principal Financial Officer*)

EXHIBIT 10.3

OLEMA PHARMACEUTICALS, INC.

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

Each member of the Board of Directors (the "***Board***") of Olema Pharmaceuticals, Inc. (the "***Company***") who is not also serving as an employee of the Company or any of its subsidiaries (each such member, an "***Eligible Director***") will receive the compensation described in this Non-Employee Director Compensation Policy (this "***Policy***"). An Eligible Director may decline all or any portion of his or her compensation by giving notice to the Company prior to the date cash is to be paid or equity awards are to be granted, as the case may be. This Policy may be amended at any time in the sole discretion of the Board, or by the Compensation Committee of the Board at the recommendation of the Board.

Annual Cash Compensation

The annual cash compensation amount set forth below is payable to Eligible Directors in equal quarterly installments, payable in arrears on the last day of each fiscal quarter in which the service occurred. If an Eligible Director joins the Board or a committee of the Board at a time other than effective as of the first day of a fiscal quarter, his or her first quarterly installment will be pro-rated based on days served in the applicable quarter. All annual cash fees are vested upon payment.

1. Annual Board Service Retainer:
    a. All Eligible Directors: $40,000 until June 30, 2026, $45,000 thereafter
    b. Non-executive chairperson of the Board: $70,000 until June 30, 2026, $80,000 thereafter (inclusive of Annual Board Service Retainer)

2. Annual Committee Member (non-Chair) Service Retainer:
    a. Member of the Audit Committee: $10,000
    b. Member of the Compensation Committee: $7,500
    c. Member of the Nominating and Corporate Governance Committee: $5,000
    d. Member of the Science and Technology Committee: $7,500

3. Annual Committee Chair Service Retainer (inclusive of Committee Member Service Retainer):
    a. Chairperson of the Audit Committee: $20,000
    b. Chairperson of the Compensation Committee: $15,000
    c. Chairperson of the Nominating and Corporate Governance Committee: $10,000
    d. Chairperson of the Science and Technology Committee: $15,000

The Company will also reimburse each of the Eligible Directors for his or her travel expenses incurred in connection with his or her attendance at Board and committee meetings. Such reimbursements shall be paid on the same date as the annual cash fees are paid.

Equity Compensation

The equity compensation set forth below will be granted under the Company's 2020 Equity Incentive Plan, as the same may be amended or restated from time to time (the "***Plan***"). Capitalized terms used below not otherwise defined in this Policy shall have the meanings given to them in the Plan All stock options granted under this Policy will be nonstatutory stock options, with an exercise price per share equal

to 100% of the Fair Market Value (as defined in the Plan) of the underlying common stock on the date of grant, a term of 10 years from the date of grant (subject to earlier termination in connection with a termination of service as provided in the Plan), and subject to all the terms, conditions and limits set forth in the Plan and the applicable award agreement. For the avoidance of doubt, the share numbers in this Policy shall be subject to adjustment as provided in the Plan.

1. Initial Grant: For each Eligible Director who is first elected or appointed to the Board after the effective date of this Policy, on the date of such Eligible Director's initial election or appointment to the Board (or, if such date is not a market trading day, the first market trading day thereafter), the Eligible Director will be automatically, and without further action by the Board or Compensation Committee of the Board, granted a stock option to purchase a number of shares of the Company's common stock equal to 29,500 shares of the Company's common stock. The shares subject to each such stock option will vest monthly over a three-year period, subject to the Eligible Director's Continuous Service on each vesting date, and will vest in full upon a Change in Control, subject to the Eligible Director's Continuous Service through such date. In addition, on the date of such Eligible Director's initial election or appointment to the Board (or, if such date is not a market trading day, the first market trading day thereafter), such Eligible Director shall automatically, and without further action by the Board or Compensation Committee of the Board, be granted an additional stock option representing the Annual Grant (as defined below) he or she would have received had he or she been elected to the Board at the prior annual meeting of stockholders, pro-rated for the partial year of service. For example, if an Eligible Director is appointed to the Board on December 1, 2025, and the Company's last annual meeting were on June 1, 2026, the Eligible Director would receive an additional pro-rated grant for 50% of the Annual Grant, with such pro-rated grant vesting upon the earlier of (a) the first anniversary of the date the Annual Grants to non-employee directors were last made and (b) the next annual meeting of stockholders. Such additional option will vest in full upon a Change in Control, subject to the Eligible Director's Continuous Service through such date.

2. Annual Grant: On the first market trading day after each annual stockholders meeting of the Company, each Eligible Director who continues to serve as a member of the Board through and following such stockholders meeting will be automatically, and without further action by the Board or Compensation Committee of the Board, granted a stock option to purchase 29,500 shares of the Company's common stock (the "***Annual Grant***"). The shares subject to each such stock option will vest monthly over a one-year period following the grant date, and will vest in full on the date of the Company's next annual stockholders meeting if such stock option is not otherwise fully vested by such date, subject to the Eligible Director's Continuous Service on each vesting date. Such option will vest in full upon a Change in Control, subject to the Eligible Director's Continuous Service through such date.

Compensation Limits

Notwithstanding anything to the contrary in this Policy, all compensation payable under this Policy will be subject to any limits on the maximum amount of Eligible Director compensation set forth in the Plan, as in effect from time to time.

Adopted by the Board of Directors: April 1, 2026
Effective: June 18, 2026

Exhibit 10.4

LEASE

KILROY OYSTER POINT

KR OYSTER POINT II, LLC,

a Delaware limited liability company,

as Landlord,

and

OLEMA PHARMACEUTICALS, INC.,

a Delaware corporation,

as Tenant.

[Olema Pharmaceuticals, Inc.]
[Kilroy Oyster Point]
[365 Oyster Point Blvd.]

TABLE OF CONTENTS

LEASE

This Lease (the "**Lease**"), dated as of the Effective Date set forth in Section 1 of the Summary of Basic Lease Information below (the "**Summary**"), is made by and between **KR OYSTER POINT II, LLC**, a Delaware limited liability company ("**Landlord**"), and **OLEMA PHARMACEUTICALS, INC.**, a Delaware corporation ("**Tenant**"). The Tenant originally named in the foregoing sentence may be referred to in this Lease as the "**Original Tenant**".

SUMMARY OF BASIC LEASE INFORMATION

TERMS OF LEASE	DESCRIPTION
1. "**Effective Date**":	April 27, 2026.
2. Premises; Building; Project: (Article 1)	
2.1 "**Premises**":	An aggregate of 38,176 rentable square feet of space, consisting of (i) 25,048 rentable square feet of space located on the fourth (4th) floor of the Building and commonly known as Suite 400 ("**Phase I Premises**"), and (ii) 13,128 rentable square feet of space located on the fifth (5th) floor of the Building and commonly known as Suite 525 ("**Phase II Premises**"), each as further depicted on **Exhibit A** to this Lease and described in Section 1.1.1 below. The Phase I Premises and the Phase II Premises are each a "**Phase**".
2.2 "**Building**":	That certain building commonly known as "Building F" with the street address of 365 Oyster Point Blvd., South San Francisco, California. The Building contains approximately 272,333 rentable square feet of space.
2.3 "**Project**":	That certain project within the area depicted on **Exhibit A-2** attached hereto (the "**Project**") commonly known as "Oyster Point" located in South San Francisco, California, which is comprised of (i) up to five (5) phases each as depicted on **Exhibit A-2** attached hereto (each, a "**Project Phase**"), (ii) the buildings and improvements within each Project Phase, comprised of (a) the three (3) buildings and improvements located in Project Phase 2 (*i.e.*, the Building (as defined herein), Parking Facilities (as defined herein), and Building D and Building E (each as defined herein)) each as depicted on **Exhibit A-2** attached hereto (Building D and Building E of Project Phase 2 are, together, the "**Other Phase Buildings**"); and (b) the other buildings and improvements located within the other Project Phases which are not owned by Landlord (the "**Other Project Buildings**"), (iii) any outside plaza areas, walkways, driveways, courtyards, public and private streets (including New Oyster Point Boulevard and Marina Boulevard), the Bay Trail (as defined in Section 1.1.4, below), parking areas, and shuttle stops, transportation facilitation areas and other improvements, amenities and facilities, as depicted on **Exhibit A-2** attached hereto (other than Public Areas (defined below) following dedication); and (iv) the land upon which any of the foregoing are situated. "**Project Phase 2**" consists of (i) the Building, (ii) that certain building commonly known as Building D with a street address of 363 Oyster Point Blvd., South San Francisco, California ("**Building D**"), (iii) that certain

building commonly known as Building E with a street address of 369 Oyster Point Blvd., South San Francisco, California ("**Building E**"), (iv) the parking facilities located within Phase 2 of the Project (the "**Parking Facilities**"), and (v) the Common Areas (as defined in Section 1.1.3, below) within Phase 2 of the Project.

3. Lease Term (Article 2):

3.1 "**Lease Term**": The period of seven (7) years beginning on the Phase I Commencement Date (as defined below) and ending on the Lease Expiration Date (as defined below).

3.2 Commencement Date: The Phase I Commencement Date and Phase II Commencement Date are each a "**Commencement Date**".

The "**Phase I Commencement Date**" shall be the earlier to occur of (i) the date upon which Tenant first commences to conduct business in the Phase I Premises, and (ii) the date that Landlord delivers exclusive possession of the Phase I Premises to Tenant in the Delivery Condition (as defined in Section 1.1.2 below). The "**Target Phase I Commencement Date**" shall be September 15, 2026.

The "**Phase II Commencement Date**" shall be the earlier to occur of (i) the date upon which Tenant first commences to conduct business in the Phase II Premises, and (ii) the date that Landlord delivers exclusive possession of the Phase II Premises to Tenant in the Delivery Condition. The "**Target Phase II Commencement Date**" shall be December 1, 2026. The Target Phase I Commencement Date and Target Phase II Commencement Date are each a "**Target Commencement Date**".

3.3 "**Lease Expiration Date**": The last day of the eighty-fourth (84th) Lease Month following the Phase I Commencement Date (as defined in Section 2.1 of this Lease).

3.4 Option Term(s): Tenant has one (1) option (the "**Extension Option**") to extend the Lease Term for a period of five (5)-years (the "**Option Term**"), as more particularly set forth in Section 2.2 and **Exhibit F** of this Lease.

4. Base Rent (Article 3): For the avoidance of doubt, subject to the terms of Section 3.2, below, Tenant shall commence payment of Base Rent for (i) the Phase I Premises as of the Phase I Commencement Date, and (ii) the Phase II Premises as of the Phase II Commencement Date.

Phase I Premises Base Rent:

Period of Lease Term	Annualized Base Rent	Monthly Installment of Base Rent	Monthly Rental Rate per Rentable Square Foot*
Lease Months 1 – 12**	$1,698,254.40	$141,521.20	$5.65
Lease Months 13 – 24	$1,758,369.60	$146,530.80	$5.85
Lease Months 25 – 36	$1,818,484.80	$151,540.40	$6.05
Lease Months 37 – 48	$1,881,605.76	$156,800.48	$6.26
Lease Months 49 – 60	$1,947,732.48	$162,311.04	$6.48

Lease Months 61 – 72	$2,016,864.96	$168,072.08	$6.71
Lease Months 73 – 84	$2,089,003.20	$174,083.60	$6.95

* The amounts identified in the column entitled "Monthly Rental Rate per Rentable Square Foot" are rounded amounts and are provided for informational purposes only. The amounts identified in the columns entitled "Annual Base Rent" and "Monthly Installment of Base Rent" shall control.

** Subject to the terms set forth in Section 3.2 of this Lease, the Base Rent attributable to the six (6) full calendar month period commencing on the first (1st) day of the first (1st) full calendar month of the Lease Term and ending on the last day of the sixth (6th) full calendar month of the Lease Term shall be fully abated, providing a total abatement of $849,127.20 ("**Phase I Premises Base Rent Abatement**").

Phase II Premises Base Rent:

Period of Lease Term	Annualized Base Rent	Monthly Installment of Base Rent	Monthly Rental Rate per Rentable Square Foot*
Phase II Commencement Date - Lease Months 12^•	$890,078.40	$74,173.20	$5.65
Lease Months 13 – 24	$921,231.12	$76,769.26	$5.85
Lease Months 25 – 36	$953,474.16	$79,456.18	$6.05
Lease Months 37 – 48	$986,845.80	$82,237.15	$6.26
Lease Months 49 – 60	$1,021,385.40	$85,115.45	$6.48
Lease Months 61 – 72	$1,057,133.88	$88,094.49	$6.71
Lease Months 73 – 84	$1,094,133.60	$91,177.80	$6.95

^ Subject to the terms set forth in Section 3.2 of this Lease, the Base Rent attributable to the ten and five-tenths (10.5) full calendar month period commencing on the first day of the first full calendar month commencing on or after the Phase II Commencement Date and ending on the date of the eleventh (11th) full calendar month thereafter that is the number of days in such eleventh (11th) full calendar month divided by two (2) shall be fully abated, providing a total abatement of $778,818.60 ("**Phase II Premises Base Rent Abatement**").

• If the Phase II Commencement Date occurs after Lease Month 12, then the first row of the table above shall not apply, and the Phase II Premises Base Rent Abatement shall continue to apply for the full ten and five-tenths (10.5) calendar month period commencing on the first day of the first full calendar month on or after the Phase II Commencement Date.

5. Operating Expenses and Tax Expenses (Article 4): This is a "**TRIPLE NET**" lease and as such, except as otherwise provided to the contrary in this Lease, the provisions contained in this Lease are intended to pass on to Tenant and reimburse Landlord for Tenant's Share of the costs and expenses reasonably associated with this Lease and the Project, and Tenant's operation therefrom, subject to the express terms and conditions of this Lease. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid by Landlord but reimbursed by Tenant as Additional Rent, subject to the express terms and conditions of this Lease.

6. "**Tenant's Share**" (Article 4): Entire Premises: Tenant's Share of the Building for the entire Premises is approximately 13.89%

Phase I Premises: Tenant's Share of the Building for the Phase I Premises is approximately 9.20% of the Building.

Phase II Premises: Tenant's Share of the Building for the Phase II Premises is approximately 4.82% of the Building.

7. Permitted Use (Article 5): Tenant shall use the Premises solely for general office, research and development, engineering, laboratory, storage and/or warehouse uses consistent with biosafety levels ("**BSL**") 1 or 2, and other ancillary uses, consistent with first class life sciences projects in South San Francisco ("**Comparable Life Sciences Projects**"), Applicable Laws and the terms and conditions of this Lease and for no other use or purpose (the "**Permitted Use**").

8. Security Deposit (Article 21): $427,546.80

9. Parking Pass Ratio (Article 28): 2.5 parking passes for every 1,000 rentable square feet of the Premises (i.e., a total of ninety-five (95) parking passes), of which five (5) parking passes shall be for reserved parking and ninety (90) parking passes shall be for unreserved parking, in all cases subject to the TCCs of Article 28 of this Lease.

10. Address of Tenant (Section 30.14):

Prior to Phase I Commencement Date:

Olema Pharmaceuticals, Inc.
780 Brannan St.
San Francisco, California 94103
Attention: Facilities Head
Telephone Number: [*]
E-mail: [*]

With copies to:

Olema Pharmaceuticals, Inc.
780 Brannan St.
San Francisco, California 94103
Attention: Legal Department
Telephone Number: [*]
E-mail: [*]

and an email copy to:

Valence LLP
Email: [*]
Attention: [*]

From and after Phase I Commencement Date:

Olema Pharmaceuticals, Inc.
365 Oyster Point Boulevard, Suite 400
South San Francisco, California
Attention: Facilities Head
Telephone Number: [*]
E-mail: [*]

with copies to:

	Olema Pharmaceuticals, Inc. 365 Oyster Point Boulevard, Suite 400 South San Francisco, California Attention: Legal Department Telephone Number: [*] E-mail: [*] and an email copy to: Valence LLP Email: [*] Attention: [*]
11. Address of Landlord (Section 30.14):	Kilroy Oyster Point II, LLC [*] Attention: Legal Department with copies to: Kilroy Oyster Point II, LLC [*] Attention: [*] and Kilroy Oyster Point II, LLC [*] Attention: [*]
12. Brokers (Section 30.20):	Representing Landlord: Jones Lang LaSalle Brokerage Representing Tenant: Jones Lang LaSalle Brokerage
13. Improvements (**Exhibit B**):	Improvements to be constructed on a turn-key basis pursuant to the Work Letter attached hereto as **Exhibit B** (the "**Work Letter**").
14. Amount Due Upon Lease Execution:	$213,773.40, as first month's Base Rent for entire Premises $76,050.36, as first month's estimated Direct Expenses $289,823.76 Total

ARTICLE 1

PREMISES, BUILDING, PROJECT, AND COMMON AREAS

1.1 **Premises, Building, Project and Common Areas**.

1.1.1 **The Premises and Building**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises. The outline of the Premises is set forth in **Exhibit A** attached hereto. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions (the "**TCCs**") herein set forth, and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of such TCCs by it to be kept and performed and that this Lease is made upon the condition of such performance. For purposes of this Lease, the rentable square feet of the Premises shall be stipulated as set forth in Section 2.1 of the Summary (and shall not be subject to remeasurement by either party, except due to physical changes (e.g., due to Casualty or condemnation), during the Lease Term or the Option Term for the purpose of recalculating Base Rent, Tenant's Share or any other amount under this Lease which is a function of the rentable square footage of the Premises) and the rentable square feet of the Building shall be stipulated as set forth in Section 2.2 of the Summary. The portion of the Building located at and above the ground floor of the Building which is programmed for and serving office uses (i.e. excluding the Laboratory Portion) is the "**Office Portion**" and the portion of the Building which is leased to tenants for laboratory uses is the "**Laboratory Portion**". Landlord represents and warrants to Tenant that, as of the Effective Date, Landlord is the fee owner of the Building.

1.1.2 **Delivery of Possession**. Except as specifically set forth in this Lease and in the Work Letter, Landlord shall tender exclusive possession of each Phase of the Premises to Tenant in the Delivery Condition on or before the applicable Commencement Date for such Phase. The "**Delivery Condition**" shall mean for each Phase that (i) the Substantial Completion of the Improvements within the Phase has occurred, (ii) the Phase is broom clean, vacant, and (iii) the Phase is free from Hazardous Materials in violation of Environmental Laws. Landlord shall keep Tenant reasonably apprised of the expected date on which the Delivery Condition will occur for each Phase. Landlord shall provide Tenant with at least five (5) full business days' prior written notice (the "**Delivery Notice**") that the number of keys or access cards necessary to accommodate the occupants of such Phase of the Premises will be available for pickup, which notice shall specify the date (the "**Availability Date**") on which such keys or access cards will be made available. Provided Landlord has complied with the foregoing, Landlord shall be deemed to have tendered possession of the applicable Phase of the Premises to Tenant on the Availability Date set forth in such Delivery Notice, but only if and to the extent that, as of such Availability Date, Landlord makes such keys or access cards to such Phase of the Premises available to Tenant for Tenant to pick up from the Building management office (or otherwise from a representative of Landlord) during Building Hours and such Phase is in fact in the Delivery Condition on the Availability Date. Notwithstanding the foregoing or anything to the contrary herein, Landlord shall not be required to tender possession of any Phase of the Premises to Tenant on the Availability Date if Tenant has not delivered to Landlord (i) certificates of insurance required to be carried by Tenant under Section 10.3 below for such Phase of the Premises, and (ii) all amounts due upon Lease execution as set forth in Section 14 of the Summary (such items (i) and (ii), collectively, the "**Possession Requirements**"). In such event, the Phase I Commencement Date or Phase II Commencement Date, as applicable, will still occur as set forth in Section 3.2 of the Summary (although Tenant shall not actually be granted possession of the applicable Phase of the Premises until Tenant has satisfied the Possession Requirements) provided Landlord is prepared to deliver exclusive possession of such Phase of the Premises to Tenant but for the failure of the Possession Requirements and has complied with the notice requirements herein. Notwithstanding anything in this Lease to the contrary, if Tenant, on or before the date that occurs twelve (12) months following the Phase II Commencement Date (the "**Warranty Period**"), notifies Landlord that the Building Structure and/or Building Systems (as such terms are defined in Section 7.2) (collectively, the "**Warrantied Systems**") are not in good working condition and repair, then Landlord shall, at Landlord's sole cost and expense (which cost shall not be deemed an Operating Expense and shall not otherwise be passed through to Tenant), promptly repair or replace any failed or inoperable portion of the Warrantied Systems, provided that the need to repair or replace such portion of the Warrantied Systems was not caused by the misuse, misconduct, negligent omission, and/or negligence of Tenant, its agents, employees, subtenants and/or assignees, or by any Alterations performed by Tenant that materially and adversely affect such Warrantied Systems (collectively, "**Tenant Damage**"); provided further, however, that if damage to the Warrantied Systems was caused by Casualty, then the provisions of Article 11 of this Lease shall govern. To the extent repairs which Landlord is required to make pursuant to this Section 1.1.2 are necessitated in part by Tenant Damage, then Tenant shall reimburse Landlord for an equitable portion of the actual, reasonable, and documented cost of such repair directly attributable to such Tenant Damage. If it is determined that any portion of the Warrantied Systems was not in good working condition and repair prior to the expiration of the Warranty Period, then except as otherwise provided in this Lease, Landlord shall not be liable to Tenant for any damages, and Landlord, at no cost to Tenant, shall promptly commence such work or take such other action as may be necessary to place the same in good working condition and repair, and shall thereafter diligently pursue the same to completion. Neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with

respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease and the Work Letter. Furthermore, notwithstanding anything herein to the contrary, Landlord represents and warrants to Tenant, as of the Effective Date: (i) the Premises is not subject to any rights of first refusal, rights of first offer, options or other preferential rights to lease or occupy that have not been waived or cleared; and (ii) the Building is not encumbered by any Mortgage.

1.1.3 **Common Areas**. Tenant shall have the non-exclusive right to use in common with other tenants in the Other Phase Buildings ("**Other Phase Tenant(s)**") and other tenants of the Other Project Buildings, and subject to the Rules and Regulations (as defined below), those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and other tenants and visitors of the Project (such areas, together with such other portions of the Project designated by Landlord from time-to-time, in its discretion, including certain areas to be shared by Landlord and other tenants, are collectively referred to herein as the "**Common Areas**"). Certain Common Areas shall be available for use only by Tenant and the tenant(s) of the Other Phase Buildings as reasonably designated by Landlord, and certain other Common Areas may be available for use by Tenant and other tenant(s) of the Other Project Buildings as designated by the owners or landlords of the portions of the Project outside of Project Phase 2 (the "**Other Project Owners**"), in such Other Project Owners' sole discretion. In addition, the Project may include certain common areas that are exclusive to a particular Project Phase (other than Project Phase 2) or Other Project Building, and such areas will not be available for use by Tenant or part of the definition of "Common Areas" for purposes of this Lease. At Landlord's election from time to time, the Common Areas may include certain shared use facilities that are under Landlord's management and control, such as, but not limited to, fitness centers, conference and meeting rooms, visitors' centers, autoclave and glass washing rooms, cafés, cafeterias, and/or other food service operations, bicycle storage areas and/or bathroom and shower facilities (collectively, "**Shared Use Facilities**"). Notwithstanding anything to the contrary in this Lease, Landlord covenants and agrees that, throughout the Lease Term, the following Shared Use Facilities shall be available to Tenant and maintained by Landlord as part of Landlord's Repair Obligations: (i) fitness center(s), and (ii) conference center (collectively, the "**Required Shared Use Facilities**"). Landlord shall not discontinue, materially reduce, or permanently close any of the Required Shared Use Facilities, and Landlord's obligation to maintain the Required Shared Use Facilities shall include providing all necessary equipment, furnishings, and systems in a manner consistent with the amenities and standards offered at Comparable Buildings. Landlord shall have the right to reasonably require, as a condition to use of any of such Shared Use Facilities, that Tenant's employees and other users of any such Shared Use Facilities sign a commercially reasonable form of waiver and release of liability as deemed appropriate by Landlord in its reasonable discretion.

1.1.4 **Public Areas**. Certain accessways, driveways, and streets (including New Oyster Point Boulevard and Marina Boulevard) (collectively, "**Public Areas**") are being constructed by Landlord and Other Project Owners on land that is currently part of the Project and owned by Landlord or Other Project Owners. After completion of construction, these Public Areas will be dedicated to the City of South San Francisco for public use, and no longer considered part of the Project. Similarly, the bay trail, as shown on **Exhibit A-3**, runs through the Project, but is public and required by Project Approvals and Applicable Laws to remain open and accessible to the public. Landlord shall construct certain improvements to the portion of the bay trail shown on **Exhibit A-3** as maintained by "Kilroy" (such portion, the "**Bay Trail**") in accordance with any and all development approvals, entitlements, permits or other discretionary approvals that are necessary, appropriate or beneficial for the development, construction, use, occupancy or operation of Project Phase 2 or any other portion of the Project, including, without limitation, the Existing Underlying Documents (collectively, the "**Project Approvals**").

1.1.5 **Right of First Offer**. Tenant's Right of First Offer shall be as provided in accordance with the terms of **Exhibit I** attached hereto.

ARTICLE 2

LEASE TERM

2.1 **Initial Lease Term**. The TCCs and provisions of this Lease shall be effective as of the Effective Date. The term "**Lease Year**" shall mean each consecutive twelve (12) calendar month period during the Lease Term; provided, however, that the first Lease Year shall commence on the Phase I Commencement Date and end on the last day of the month in which the first anniversary of the Phase I Commencement Date occurs (or if the Phase I Commencement Date is the first day of a calendar month, then the first Lease Year shall commence on the Phase I Commencement Date and end on the day immediately preceding the first anniversary of the Phase I Commencement Date), and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the Lease Expiration Date. The term "**Lease Month**" shall mean each succeeding calendar month during the Lease Term; provided, however, that the first Lease Month shall commence on the Phase I Commencement Date and shall end on the last day of the first (1st) full calendar month of the Lease Term (or if the Phase I Commencement Date is the first day of a calendar month, then the first Lease Month shall be that calendar month) and that the last Lease Month shall expire on the Lease

Expiration Date. At any time during the Lease Term, Landlord may deliver to Tenant a Notice of Lease Term Dates substantially in the form set forth in **Exhibit C** attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return (or provide comments with respect thereto) to Landlord within ten (10) business days of receipt thereof.

2.2 **Extension Option**. Tenant's Extension Option shall be as provided in accordance with the terms and conditions of **Exhibit F** attached hereto.

2.3 **Early Termination Option**. Tenant has the one-time option ("**Termination Option**") to terminate this Lease effective upon the last day of the sixtieth (60th) Lease Month (the "**Termination Date**"). In order to exercise the Termination Option, Tenant must fully and completely satisfy each of the following conditions: (i) Tenant must give Landlord written notice ("**Termination Notice**") at least twelve (12) months prior to the Termination Date, and (ii) at the time of Tenant's delivery of the Termination Notice, Tenant shall not have received notice of a default under this Lease that remains uncured. On or before the Termination Date, Tenant shall pay to Landlord a termination fee equal to $1,716,240.96 (the "**Termination Fee**"). Tenant's failure to deliver the Termination Fee on or before the Termination Date shall, at Landlord's sole option, render the Termination Notice and the Termination Option null and void and this Lease shall continue in full force and effect. Upon Tenant's delivery of the First Offer Exercise Notice (as that term is defined in **Exhibit I**), the Termination Option shall automatically terminate and be of no further force and effect.

ARTICLE 3

BASE RENT

3.1 **In General**. Subject to the Base Rent Abatement for each Phase of the Premises, Tenant shall pay to Landlord, without prior notice or demand, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term commencing on the Phase I Commencement Date with respect to the Phase I Premises and on the Phase II Commencement Date with respect to the Phase II Premises, without any setoff or deduction whatsoever, except as otherwise set forth in this Lease. In accordance with Section 4 of the Summary, any increases in Base Rent shall occur on the first day of the applicable Lease Month. However, if the first Lease Month pertains to a period longer than one (1) calendar month, then Base Rent for such first Lease Month shall be equal to one (1) calendar month's Base Rent plus prorated Base Rent for the partial calendar month also included in such first Lease Month. The prepaid Base Rent set forth in Section 14 of the Summary shall be paid at the time of Tenant's execution and delivery of this Lease and shall be applied to the first month's Base Rent payable hereunder. If any payment of Rent is for a period which is shorter than one month, the Rent for any such fractional month shall accrue on a daily basis during such fractional month and shall total an amount equal to the product of (i) a fraction, the numerator of which is the number of days in such fractional month and the denominator of which is the actual number of days occurring in such calendar month, and (ii) the then-applicable installment of Rent for the month. All payments required to be made by Tenant to Landlord hereunder (including, without limitation, Base Rent) shall be paid to Landlord or Landlord's agent, at Landlord's option, by wire transfer, Electronic Funds Transfer, at the management office of the Project or at such other place or method as Landlord may from time to time designate in writing (by notice delivered not less than thirty (30) days prior to the date such change is effective), in immediately available funds that, at the time of payment, are legal tender for private or public debts in the United States of America. If no time period for payment is specified in this Lease, Tenant shall make all required payments within thirty (30) days of Tenant's receipt of an invoice. For any Additional Rent, including Direct Expenses, Tenant may request reasonable supporting documentation from Landlord for all such Additional Rent in accordance with Section 4.6 below.

3.2 **Base Rent Abatement**. Notwithstanding anything to the contrary in this Lease, Tenant shall not be obligated to pay (i) any Base Rent otherwise attributable to the Phase I Premises with respect to the six (6) full calendar month period commencing on the first (1st) day of the first (1st) full calendar month of the Lease Term and ending on the last day of the sixth (6th) full calendar month of the Lease Term providing a total abatement of $849,127.20, and (ii) any Base Rent otherwise attributable to the Phase II Premises with respect to the ten and five-tenths (10.5) full calendar month period commencing on the first (1st) day of the first (1st) full calendar month on or after the Phase II Commencement Date and ending on the date of the eleventh (11th) full calendar month thereafter that is the number of days in such eleventh (11th) full calendar month divided by two (2) shall be fully abated, providing a total abatement of $778,818.60 (each such period, a "**Base Rent Abatement Period**", and such abated amount, collectively, the "**Base Rent Abatement**").

ARTICLE 4

ADDITIONAL RENT

4.1 **In General**. In addition to paying the Base Rent specified in Article 3 of this Lease, (i) with respect to the Phase I Premises, commencing on the Phase I Commencement Date, Tenant shall pay Tenant's Share for the Phase I Premises of the annual Direct Expenses (as defined in Section 4.2.1 below), and (ii) with respect to the Phase II Premises, commencing on the Phase II Commencement Date, Tenant shall pay Tenant's Share for the Phase II Premises of the annual Direct Expenses. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the TCCs of this Lease other than Base Rent, are hereinafter collectively referred to as the "**Additional Rent**," and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations which survive the expiration of the Lease Term, the obligations of Tenant to pay, and the obligations of Landlord to reconcile and refund excess payment of, the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 **Definitions of Key Terms Relating to Additional Rent**. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Direct Expenses**" shall mean Operating Expenses and Tax Expenses.

4.2.2 "**Expense Year**" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.3 "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays, accrues, or amortizes during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, restoration or operation of the Project, or any portion thereof (including, without limitation, all Common Areas), in accordance with sound real estate management and accounting practices, consistently applied. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities (but excluding the cost of any utilities consumed in the premises of other tenants of the Project, or consumed in the Premises to the extent that Tenant is separately paying for the cost of such utilities pursuant to this Lease); (ii) the cost of operating, repairing, and maintaining, the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (iii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmentally mandated transportation system management program or similar governmentally mandated program; (iv) the cost of all insurance carried by Landlord in connection with the Project as reasonably determined by Landlord, and as permitted by Section 10.2; (v) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (vi) costs incurred in connection with the Parking Facilities, as well as costs incurred in connection with the provision of any shuttle service serving the Project for the purpose of facilitating access to public transportation; (vii) subject to the Management Fee Cap (as that term is defined below), a management fee and other reasonable costs, including consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance, and repair of the Project; (viii) payments under any equipment rental agreements and the fair rental value of any management office space (and if such management office is shared with other projects owned by Landlord and/or Landlord's affiliates, then such fair rental value shall be equitably prorated between the Project and such other projects); provided that the size of any such management office space shall be comparable to the size of the management offices of the prudent institutional landlords of the Comparable Buildings; (ix) subject to item (f) below, wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons (other than persons generally considered to be higher in rank than the position of "Senior Director"or a person, regardless of title, who supervises property managers of the Project or other projects of Landlord and/or affiliates of Landlord) engaged in the operation, maintenance and security of the Project; (x) Intentionally Deleted; (xi) the cost of janitorial, alarm, security, sewer and other services (but excluding the cost of any services utilized in the premises of other tenants or occupants of the Project, or utilized in the Premises to the extent that Tenant is separately paying for the cost of such services pursuant this Lease); (xii) the cost of operation, repair, and maintenance of all Building Systems (including Laboratory Systems) and other systems and equipment and components thereof of the Project or otherwise serving the Project or any portions thereof; (xiii) the cost of operation, repair, maintenance, and replacement of the Common Areas and all elements and components thereof (including, without limitation, replacement, restoration and repair of wall and floor coverings, ceiling tiles and fixtures in Common Areas, and maintenance, replacement, repair and restoration of curbs and walkways); (xiv) repair to roofs and re-roofing; (xv) amortization of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof (which shall be amortized over its useful life in accordance with sound real estate management and accounting practices, consistently applied and which amortization calculation shall include interest at the Interest Rate (as defined

in Article 25 of this Lease)); (xvi) the cost of capital improvements or capital expenditures incurred in connection with the Project, including, without limitation, those that are (each, a "**Permitted Capital Cost**") (A) reasonably anticipated to increase operating efficiencies and reduce Operating Expenses (but only to the extent the annual amortized cost thereof does not exceed the reasonably anticipated annual net savings in Operating Expenses on a net basis), (B) required to comply with mandatory conservation programs, (C) incurred by Landlord in connection with performing Landlord's Repair Obligations with respect to Building Systems (including Laboratory Systems), including replacement costs, (D) required under any Applicable Laws (as defined in Section 24.1 of this Lease), except for capital repairs, replacements or other improvements to remedy a condition existing prior to the Phase I Commencement Date which an applicable governmental authority, if it had knowledge of such condition prior to the Phase I Commencement Date, would have then required to be remedied pursuant to then-current Applicable Laws in their form existing as of the Phase I Commencement Date and pursuant to the then-current interpretation of such Applicable Laws as of the Phase I Commencement Date, (F) reasonably required to address the safety or security of the Project, or (E) replacements or modifications of equipment or other items located in or serving the Common Areas required to keep the Common Areas in good order or condition; provided, however, that any such capital expenditure shall be amortized, together with interest at the Interest Rate, over its useful life as determined in accordance with sound real estate management and accounting practices, consistently applied (provided, however, that with respect to those items included under item (A) above, Landlord shall have the right to amortize the same over their recovery/payback period as reasonably determined by Landlord in accordance with sound real estate management and accounting practices, consistently applied), provided that in no event will Tenant be subject to a payback period less than the useful life or cumulatively pay more than the amount paid by Landlord for the actual capital expenditure; (xvii) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute Tax Expenses as defined in Section 4.2.4.1 below; (xviii) payments under any Underlying Documents to the extent such payments are of a type or category that would otherwise by includable in Operating Expenses if incurred directly by Landlord; and (xix) costs of any additional services not provided to the Project as of the Phase I Commencement Date but which are thereafter provided by Landlord in connection with its prudent and commercially reasonable management of the Project.

Notwithstanding the foregoing or anything to the contrary in this Lease, Operating Expenses shall not, however, include:

(a) costs, including marketing costs, legal fees, space planners' fees, advertising and promotional expenses, and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Project (including incurred in connection with any disputes with tenants or other occupants in the Project), and costs, including permit, license and inspection costs, incurred with respect to the installation of improvements made for new tenants or occupants occupying space in the Project or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant or occupied space for tenants or other occupants of the Project (including tenant improvement allowances);

(b) except in connection with Permitted Capital Costs, depreciation, interest, principal payments and any other payments on mortgages and other debt costs, if any, including penalties and interest, and costs of capital repairs and alterations, and costs of capital improvements, expenditures and equipment;

(c) costs for which the Landlord is reimbursed by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier or by anyone else or which would have been reimbursed by insurance required to be carried by Landlord under this Lease, or which are reimbursed (or would have been reimbursed) by any tenant or occupant pursuant to the terms of its lease or occupancy agreement or by insurance required to be carried by such tenant or occupant pursuant thereto; (except to the extent of commercially reasonable deductibles with respect to Landlord's insurance, subject to Section 4.2.3(cc) with respect to deductibles for earthquake insurance), and electric power costs for which any tenant or occupant directly contracts with the local public service company or costs of other utilities or services for which any tenant or occupant is separately charged;

(d) any bad debt loss, rent loss, or reserves of any kind;

(e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project (which shall specifically include, but not be limited to, reasonable accounting costs associated with the operation of the Project except to the extent excluded pursuant to this Lease). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any Mortgagee (except as the actions of the Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or

between Landlord and other tenants or occupants, and Landlord's general corporate overhead and general and administrative expenses;

(f) the wages, benefits and other compensation of any employee who does not devote substantially all of his or her employed time to the Project unless such wages, benefits and other compensation are prorated to reflect time spent on operating and managing the Project vis-a-vis time spent on matters unrelated to operating and managing the Project; provided, that in no event shall Operating Expenses include wages, benefits and/or compensation attributable to personnel above the level of Senior Portfolio Manager and/or personnel considered to be higher in rank than the position of a person, regardless of title, who supervises property managers of the Project or other projects of Landlord or affiliates of Landlord;

(g) amount paid as ground rental for the Project by the Landlord including without limitation principal payments, late charges, penalties, liquidated damages, and interest related to such ground rental;

(h) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord, provided that any reasonable compensation paid to any concierge or parking attendants at the Project shall be includable as an Operating Expense;

(i) costs of items and services for which Tenant or any other tenant or occupant in the Project reimburses Landlord directly and separately from Operating Expenses, or otherwise pays for separately from Operating Expenses, or which items or services Landlord provides selectively to one or more tenants or occupants other than Tenant;

(j) costs, other than those incurred in ordinary maintenance and repair, for sculpture, paintings, fountains or other objects of art;

(k) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(l) fees payable by Landlord for management of the Project in excess of three percent (3%) of Landlord's gross rental revenues for Project Phase 2; provided, however, in no event shall Tenant's Share of management fees included in Operating Expenses exceed 3% of Base Rent payable by Tenant for the applicable Expense Year, adjusted and grossed up to reflect one hundred percent (100%) of Base Rent during Base Rent abatement periods (the "**Management Fee Cap**");

(m) costs incurred to comply with Applicable Laws relating to the removal of Hazardous Materials that were in existence in, on or about the Building or the Project prior to the Phase I Commencement Date, or that were brought into the Building or onto the Project after the Phase I Commencement Date by Landlord or any other Landlord Parties, and were of such a nature that a federal, state, local, municipal or other governmental authority would have required removal or other containment, if it had then had knowledge of the presence of such Hazardous Materials, in the state, and under the conditions that they then existed in the Building or on the Project; and

(n) costs incurred to comply with Applicable Laws relating to the removal of Hazardous Materials that were brought into, onto or about the Building or the Project after the Phase I Commencement Date by Landlord or any other Landlord Parties or any party other than Tenant and are of such a nature, at that time, that a federal, state, local, municipal or other governmental authority would have required removal or other containment, if it had then had knowledge of the introduction of such Hazardous Materials, in the state, and under the conditions, that they were introduced to the Building or on the Project;

(o) any costs or expenses, including capital, construction, maintenance, repair, and operating costs or expenses, related to the Public Areas, except for ordinary maintenance costs;

(p) overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for services in the Project to the extent the same exceeds the costs of such services rendered by qualified, unaffiliated third parties on a competitive basis;

(q) rent for any office space occupied by Project management personnel other than as expressly set forth in item (viii) above;

(r) costs and expenses determined to have arisen from the negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, invitees, or providers of materials or services;

(s) any gifts provided to any entity whatsoever, including, but not limited to, Tenant, other tenants, occupants, employees, vendors, contractors, prospective tenants and agents;

(t) costs of repairs or other work occasioned by Casualty that would have been covered by insurance had Landlord maintained the policies that Landlord is required to maintain under Section 10.2 of this Lease;

(u) costs for alterations, improvements or replacements required to comply with Applicable Laws in effect and enforced against Landlord as of the Phase I Commencement Date, to the extent such costs relate to conditions existing as of the Phase I Commencement Date;

(v) repairs or other work paid for through warranty or condemnation proceeds;

(w) fees, fines, expenses, penalties, and interest, incurred due to violation by Landlord or any other tenant or occupant of the Project of the terms of any lease or occupancy agreement, ground lease, Mortgage, or Underlying Documents;

(x) brokerage commissions, attorneys' and accountants' fees related thereto, loan brokerage fees, closing costs, interest charges and other similar costs incurred in connection with the sale, refinancing, mortgaging, or selling, or change of ownership of the Project;

(y) all costs incurred by Landlord in connection with any dispute relating to the Landlord's title to or ownership of the Project or any portion thereof;

(z) contributions to political or charitable organizations;

(aa) expenses in connection with services or other benefits which are not offered to Tenant or for which Tenant is charged directly but which are provided to another tenant or occupant of the Project; and

(bb) earthquake deductibles in excess of $2.00 per rentable square foot of the Building in any Expense Year.

If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Expenses) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional Operating Expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. If the Project is not 100% occupied during all or a portion of any Expense Year, Landlord may elect to make an appropriate, equitable and reasonable adjustment to the variable components of Operating Expenses (i.e., only the Operating Expenses that vary by occupancy) for such Expense Year to determine the amount of Operating Expenses that would have been incurred had the Project been 100% occupied; and the amount so reasonably determined shall be deemed to have been the amount of Operating Expenses for such Expense Year. Except for the management fee permitted pursuant to Section 4.2.3 above, Landlord shall not (i) make a profit by charging items to Operating Expenses that are otherwise also charged separately to others and (ii) subject to Landlord's right to adjust the variable components of Operating Expenses expressly described above in this paragraph, collect Operating Expenses from Tenant and all other tenants in the Building in an amount in excess of what Landlord incurs for the items included in Operating Expenses.

4.2.4 **Tax Expenses**.

4.2.4.1 **Inclusions**. "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof, including, without limitation: (i) any tax on the rent, right to rent or other income from the Project, or any portion thereof, or as against the business of leasing the Project, or any portion thereof; (ii) any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of

California in the June 1978 election ("**Proposition 13**") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13, (iii) any governmental or private assessments or the Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies; (iv) any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the Rent payable hereunder, including, without limitation, any business or gross income tax or excise tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; (v) any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises; and (vi) all of the real estate taxes and assessments imposed upon or with respect to the Building and all of the real estate taxes and assessments imposed on the land and improvements comprising the Project. Notwithstanding the foregoing, Tax Expenses shall not include any amounts that Landlord elects to charge to Tenant directly pursuant to Section 4.5.3 below. If, for any tax fiscal year, the Project is not separately assessed, but is assessed jointly with other property, then Landlord shall equitably apportion such Tax Expenses for such tax fiscal year based upon allocable tax basis among the properties jointly assessed. All assessments which can be paid by Landlord in installments, shall be paid by Landlord in the maximum number of installments permitted by Applicable Laws.

4.2.4.2 **In General**. Any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid; provided that Landlord elects to pursue such efforts using reasonable business judgment, in good faith, and consistent with the practices of prudent landlords of Comparable Buildings. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Tax Expenses under this Article 4 for such Expense Year. Subject to the last sentence in Section 4.4.1, If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord within thirty (30) days of receipt of an invoice Tenant's Share of any such increased Tax Expenses included by Landlord as Tax Expenses pursuant to the TCCs of this Lease. Notwithstanding anything to the contrary set forth in this Lease, only Landlord may institute proceedings to reduce Tax Expenses and the filing of any such proceeding by Tenant without Landlord's consent shall constitute an Event of Default by Tenant under this Lease (subject to the applicable notice and cure period). Notwithstanding the foregoing, Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Tax Expenses.

4.2.4.3 **Exclusions**. Notwithstanding anything to the contrary contained in this Lease including Section 4.2.4 (except as set forth in Section 4.2.4.2 above), there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, documentary transfer taxes, federal and state income taxes, corporate, capital stock or capital gains taxes and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project), (ii) any items included as Operating Expenses, (iii) any items paid by Tenant under Section 4.5 of this Lease or otherwise paid by Tenant, and (iv) any penalties, late charges or interest due to Landlord's failure to timely pay any Tax Expenses or file any tax or informational returns when due.

4.3 **Allocation of Direct Expenses**. Certain Direct Expenses for the Project should be separately allocated to different portions or occupants of the Project (the "**Cost Pools**"). Such Cost Pools may include, but shall not be limited to, the office space tenants, retail space tenants, life-science/biomedical tenants, tenants sharing Laboratory Systems, tenants leasing space within a certain Project Phase, tenants leasing storage space, and tenants with exclusive use of certain other areas of the Project. Notwithstanding anything to the contrary contained in this Lease, (i) Landlord shall equitably and reasonably allocate Direct Expenses, if and to the extent such Direct Expenses are incurred exclusively for the benefit of a specific Cost Pool; and (ii) in no event shall any portion of the Direct Expenses allocated to Tenant include any Direct Expenses attributable to a Cost Pool that does not include the Premises. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable and reasonable manner. The Building is a part of a multi-building project and that the costs and expenses incurred in connection with the Project (i.e., the Direct Expenses) should be shared between the tenants and occupants of the Building and the tenants and occupants of the other buildings in the Project to the extent such costs and expenses are otherwise includable in Direct Expenses hereunder. Accordingly, as set forth in Section 4.2 above, for any Direct Expenses that are attributable to the Project as a whole, an equitable and reasonable portion of such Project-wide Direct Expenses (as reasonably determined by Landlord on an equitable basis) shall be allocated to the tenants and occupants of the Building (as well as the tenants and

occupants of the other buildings in the Project) and only such portion allocated to the tenants and occupants of the Building shall be included in the Direct Expenses for purposes of this Lease. For avoidance of doubt, the Direct Expenses for purposes of this Lease shall include all Direct Expenses attributable solely to the Building and an equitable and reasonable portion of the Direct Expenses attributable to the Project as a whole. Any costs (including, without limitation, any taxes, assessments, and fees) that are exclusively attributable to a particular building(s) or phase(s) within the Project which does not include the Premises shall be excluded from the definition of Direct Expenses for purposes of this Lease.

4.4 **Calculation and Payment of Tenant's Share of Direct Expenses**. Tenant shall pay to Landlord, in the manner set forth in Section 4.4.1 below, and as Additional Rent, Tenant's Share of Direct Expenses for each Expense Year.

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant**. Landlord shall give to Tenant following the end of each Expense Year, a statement (the "**Statement**") which shall state in general major categories the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount of Tenant's Share of Direct Expenses. Landlord shall deliver such Statement to Tenant on or before May 1 following the end of the Expense Year to which such Statement relates. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, Tenant shall pay, within thirty (30) days after receipt of the Statement, the full amount of Tenant's Share of Direct Expenses for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Direct Expenses, as defined in Section 4.4.2 below, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant's Share of Direct Expenses (an "**Excess**"), Tenant shall receive a credit in the amount of such Excess against Rent next due under this Lease (or such Excess shall be paid to Tenant within thirty (30) days of delivery of the Statement if the Lease Term has ended). The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord (provided that in the event that such failure continues for a period of thirty (30) days following receipt of notice from Tenant, Tenant may elect to seek specific performance) or Tenant from enforcing its rights under this Article 4. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if Tenant's Share of Direct Expenses is greater than the amount of Estimated Direct Expenses previously paid by Tenant to Landlord, Tenant shall, within thirty (30) days after receipt of the Statement, pay to Landlord such amount, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant's Share of Direct Expenses (again, an Excess), Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of such Excess. The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant's Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than one (1) calendar year after the earlier of the expiration of the applicable Expense Year or the Lease Expiration Date, provided that in any event Tenant shall be responsible for Tenant's Share of Direct Expenses which (x) were levied by any governmental authority or by any public utility companies, and (y) Landlord had not previously received an invoice therefor and which are currently due and owing at any time following such one (1) year period which are attributable to any Expense Year.

4.4.2 **Statement of Estimated Direct Expenses**. In addition, on or before March 1 of each Expense Year of the Lease Term, Landlord shall give Tenant a yearly expense estimate statement (the "**Estimate Statement**") for such Expense Year which shall set forth in general major categories Landlord's reasonable estimate (the "**Estimate**") of what the total amount of Direct Expenses for the then-current Expense Year shall be and the estimated Tenant's Share of Direct Expenses (the "**Estimated Direct Expenses**"). The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Direct Expenses under this Article 4 (provided that in the event that such failure continues for a period of thirty (30) days following receipt of notice from Tenant, Tenant may elect to seek specific performance), nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Direct Expenses theretofore delivered to the extent necessary; provided that Landlord may not revise the Estimate Statement more than once in any Expense Year. Thereafter, Tenant shall pay, within thirty (30) days after receipt of the Estimate Statement, a fraction of the Estimated Direct Expenses for the then-current Expense Year (reduced by any amounts paid pursuant to the second to last sentence of this Section 4.4.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Direct Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant. Throughout the Lease Term Landlord shall maintain books and records with respect to Direct Expenses in accordance with sound real estate management and accounting practices, consistently applied.

4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible**.

4.5.1 Tenant shall be liable for and shall pay, on or before the applicable due date, all taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or

about the Project. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall, within thirty (30) days after receipt of invoice from Landlord, repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.5.2 If any Alterations installed by or on behalf of Tenant (as opposed to the Improvements), whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which improvements conforming to Landlord's "building standard" in other space in the Building are assessed, then the Tax Expenses levied against Landlord or the property by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 4.5.1 above; provided, however, that the above "building standard" charges payable by Tenant as set forth herein shall only be due to the extent Landlord charges all other tenants and occupants of the Project for overstandard tenant improvements (to the extent such charges are applicable) and any excess assessed valuation resulting from improvements by other tenants and occupants in the Project will be deemed taxes levied against the personal property of such tenants and occupants, and excluded from Direct Expenses.

4.5.3 Notwithstanding any contrary provision herein, Landlord shall have the right to charge Tenant directly, and in such event Tenant shall pay to Landlord prior to delinquency (but in no event prior to thirty (30) days after Tenant's receipt of an invoice thereof from Landlord), as Additional Rent, any or all of the following: (i) rent tax or sales tax, gross receipts tax, service tax, transfer tax or value added tax, and/or any other applicable tax on the rent or services herein or otherwise respecting this Lease, (ii) any taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, including, but not limited to, taxes or assessments due to any type of ballot measure, including an initiative adopted by the voters or a local agency, or a state or municipal proposition approved by the voters; and (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. To the extent that Landlord elects to charge Tenant directly for any of the foregoing or to the extent Tenant otherwise pays for any of the foregoing, then such items shall not be included in Direct Expenses.

4.5.4 With at least thirty (30) days prior written notice, Landlord may charge Tenant the estimated amount of taxes and other charges for which Tenant is directly responsible pursuant to this Section 4.5 on a monthly basis, provided that Landlord shall reconcile the amount actually paid by Tenant with the amount that Tenant should have paid, as part of Landlord's Statement following the end of each Expense Year.

4.6 **Landlord's Records**. Landlord shall maintain complete and accurate books and records of Direct Expenses in accordance with sound real estate management and accounting practices, consistently applied throughout the Lease Term. Upon Tenant's written request given not more than one hundred eighty (180) days after Tenant's receipt of a Statement for a particular Expense Year, and provided that no Event of Default is then occurring under this Lease, Landlord shall furnish Tenant with such reasonable supporting documentation as Tenant may reasonably request in connection with the calculation of Direct Expenses as set forth in such Statement or calculation of any other Additional Rent set forth in any invoice (to the extent Landlord has such supporting documentation within its reasonable control, and to the extent such supporting documentation is reasonably required to substantiate Direct Expenses or Additional Rent charged to Tenant). Landlord shall provide said documentation to Tenant within forty-five (45) days after Tenant's written request therefor. Within three hundred sixty-five (365) days after Tenant's receipt of a Statement for a particular Expense Year (the "**Audit Period**"), if Tenant disputes the calculation of Direct Expenses set forth in such Statement, an independent certified public accountant designated and paid for by Tenant ("**Tenant's Accountant**"), may after reasonable notice to Landlord and at reasonable times, audit Landlord's records with respect to the Statement, provided that (i) no Event of Default is then occurring under this Lease, and (ii) Tenant has paid all amounts required to be paid under the applicable Estimate Statement and Statement (provided that Tenant may pay such amounts under protest). Tenant's Accountant (as an individual, as distinguished from the employer) must (A) be a member of a nationally or regionally recognized certified public accounting firm which has previous experience in auditing financial operating records of landlords of comparable projects, (B) not already be providing accounting and/or lease administration services to Tenant or Landlord and shall not have provided accounting and/or lease administration services to Tenant or Landlord in the past three (3) years, (C) not be retained on a contingency fee basis (i.e., Tenant must be billed based on the actual time and materials that are incurred by Tenant's Accountant in the performance of the audit), and (D) to Tenant's actual knowledge, not currently or within the previous twenty-four (24) month period be providing accounting and/or lease administration services to another tenant in the Project in connection with a review or audit by such other tenant of Direct Expenses at the Project. In connection with such audit, Tenant and Tenant's Accountant must agree in

advance to follow Landlord's reasonable rules and procedures regarding an audit of the aforementioned Landlord records, and shall execute a commercially reasonable confidentiality agreement regarding such audit. Any audit report prepared by Tenant's Accountant shall be delivered to Landlord promptly after Tenant's receipt of such audit report. Tenant's failure to audit the Direct Expenses set forth in any Statement within the Audit Period shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to audit the amounts set forth in such Statement. Unless Landlord in good faith disputes the results of such audit, if such audit reflects that Tenant has overpaid Tenant's Share of Direct Expenses for the period in question, then Landlord shall credit such excess to Tenant's next payment of Rent (or shall refund such amount if the Lease has expired or terminated within thirty (30) days after the audit report prepared by Tenant's Accountant has been delivered to Landlord), and if such audit reflects that Tenant has underpaid Tenant's Share of Direct Expenses, Tenant shall promptly pay such additional Tenant's Share of Direct Expenses to Landlord within thirty (30) days after receipt of the audit report prepared by Tenant's Accountant. If such audit by Tenant's Accountant proves that the Direct Expenses in the subject Expense Year were overstated by more than five percent (5%), and Landlord has elected not to require an audit by a Neutral Accountant (as defined below), then the cost of Tenant's Accountant shall be paid for by Landlord unless Landlord in good faith disputes the results of such audit. If after such audit, Landlord in good faith disputes the results of the audit report prepared by Tenant's Accountant, an audit to determine the proper amount shall be made by an independent certified public accountant (the "**Neutral Accountant**") mutually selected by Landlord and Tenant, and Landlord and Tenant shall each pay fifty percent (50%) of the cost of the Neutral Accountant; provided that if such audit by the Neutral Accountant proves that the Direct Expenses in the subject Expense Year were overstated by more than five percent (5%), then one hundred percent (100%) of the cost of the Neutral Accountant and 100% of the out-of-pocket cost of Tenant's Accountant shall be promptly paid for by Landlord. If such audit by the Neutral Accountant reflects that Tenant has overpaid Tenant's Share of Direct Expenses for the period in question, then Landlord shall credit such excess to Tenant's next payment of Rent (or shall refund such amount if the Lease has expired or terminated within thirty (30) days after the determination by the Neutral Accountant has been made) and if such audit by the Neutral Accountant reflects that Tenant has underpaid Tenant's Share of Direct Expenses, Tenant shall promptly pay such additional Tenant's Share of Direct Expenses to Landlord within thirty (30) days after receipt of the audit report prepared by the Neutral Accountant. Tenant's sole right to audit Landlord's records and to contest the amount of Direct Expenses with respect to any Expense Year shall be as expressly set forth in this Section 4.6. Tenant's audit rights expressly include the right to review and verify Landlord's calculation methodology and allocations related to Tenant's Share of Direct Expenses, including Landlord's allocation of costs applicable to the Building, Phase and/or Project, and cost pool allocations.

ARTICLE 5

USE OF PREMISES

5.1 **Permitted Use**. Tenant shall use the Premises solely for the Permitted Use set forth in Section 7 of the Summary and Tenant shall not use or permit the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant shall comply with, the reasonable rules and regulations for the Project promulgated by Landlord from time to time ("**Rules and Regulations**"), the current set of which (as of the Effective Date) is attached to this Lease as **Exhibit D**; provided, no such other rules and regulations promulgated by Landlord after the Effective Date shall adversely affect Tenant's use of, or access to and from, the Premises, or materially increase any of Tenant's obligations, or materially decrease any of Tenant's rights, under this Lease. Landlord shall promulgate and enforce its Rules and Regulations in a reasonable and non-discriminatory manner and make good faith efforts to uniformly enforce its Rules and Regulations against tenants of the Project. In the event of any conflict or inconsistency between the Rules and Regulations and the remainder of the Lease, the express terms of the Lease shall control.

5.2 **Prohibited Uses**. The uses prohibited under this Lease shall include, without limitation, use of the Premises or a portion thereof for (i) offices of any agency or bureau of the United States or any state or political subdivision thereof; (ii) offices or agencies of any foreign governmental or political subdivision thereof; (iii) offices of any health care professionals or service organization; (iv) schools or other training facilities which are not ancillary to corporate, executive or professional office use; (v) retail or restaurant uses; (vi) communications firms such as radio and/or television stations; (vii) primary businesses that involves e-cigarettes, vaping, cannabis or other similar business models, or business that is prohibited from time to time by any documents between partners or members in the entity comprising Landlord from leasing or occupying space at the Building or Project (provided that Landlord shall deliver a list to Tenant of any such other prohibited entities or individuals from time to time within ten (10) business days of Tenant's written request); or (viii) any use that would violate Applicable Laws, zoning, building codes or any Underlying Documents (as defined in Section 5.4 of this Lease). Tenant shall not do or permit anything to be done in or about the Premises which will in any material way unreasonably obstruct or interfere with the rights of other tenants or occupants of the Project, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.

5.3 **Density**. Tenant shall not use any substantial portion of the Premises for a "call center," any other telemarketing, credit processing or customer service center. Tenant shall occupy the Premises at a density in compliance with Applicable Laws. Landlord makes no representation or warranty that the Base Building, the Common Areas or the Premises will accommodate any particular density or that any particular density is permitted by Applicable Law or zoning requirements. Furthermore, Landlord shall not be obligated to make any changes to the Base Building or Common Areas to accommodate Tenant's occupancy density.

5.4 **Underlying Documents**. Subject to the last sentence of this Section 5.4, Tenant shall (i) be subject (and this Lease shall be subordinate) to all current or future (recorded and unrecorded) ground leases and master leases, development agreements, easements, licenses, operating agreements, declarations, restrictive covenants, covenants, conditions and restrictions affecting the Building or the Project (and any portion thereof), reciprocal easement agreements, parking licenses, and any agreements with transit agencies affecting the Building or the Project (all documents described in this item (i) and any additional provisions, exhibits, documents, rules and laws mentioned therein, are, collectively, "**Underlying Documents**"), including without limitation, the documents set forth on **Exhibit C** attached hereto (the "**Existing Underlying Documents**"), (ii) not perform any act or omission (where Tenant has a duty to act pursuant to this Lease) that would cause Landlord to be in violation of the Underlying Documents, (iii) be responsible for any amounts payable by Landlord to the extent resulting from Tenant's failure to comply with this Section 5.4, and (iv) within fifteen (15) business days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary in a form reasonably acceptable to Tenant to evidence or confirm the subordination of this Lease to any future Underlying Documents. Other than the Existing Underlying Documents, Landlord represents and warrants to Tenant that any Underlying Documents existing as of the Effective Date do not affect Tenant's use or occupancy of the Premises or rights under this Lease. Landlord reserves the right to further subdivide all or a portion of the Project. Notwithstanding anything to the contrary contained herein, in no event shall any future Underlying Documents (a) materially or adversely affect Tenant's rights under this Lease, (b) adversely affect Tenant's use of or access to the Premises for the Permitted Use, or adversely affect Tenant's use of or access to the Parking Facility or Common Areas, or (c) materially increase Tenant's obligations under this Lease (i.e., other than in a de minimis manner).

5.5 **Service Animals**. With the exception of "service" animals (as defined by the Americans with Disabilities Act, the Fair Employment and Housing Act, and their accompanying guidelines or other Applicable Laws) ("**Service Animals**"), no animals, reptiles, birds or pets are permitted in the Premises, Building or Project at any time. Any Service Animals brought to the Premises, Building or Project must (i) be dogs or other animals that are recognized as Service Animals under Title III of the Americans with Disabilities Act, the Fair Employment and Housing Act, and their accompanying guidelines or other Applicable Laws, and (ii) be individually trained to do work, perform tasks or provide support for a person with a recognized disability. Dogs, birds, reptiles or other animals whose sole function is to provide emotional support or comfort are not permitted except to the extent required by Applicable Laws. The following terms and conditions shall apply to all Service Animals brought onto the Project by Tenant or Tenant's employees (to the extent enforceable by Applicable Laws): (a) while in or about the Premises, Building or Project, all Service Animals must be harnessed, leashed or tethered and under the handler's control at all times; (b) all Service Animals must be free from offensive odors and display habits appropriate to the work environment of the Premises, Building and Project; (c) Service Animals may not be disruptive or aggressive or engage in behavior that endangers the health and safety of others; (d) all Service Animals shall be house-trained and vaccinated in accordance with Applicable Laws; and (e) Tenant shall immediately remove any animal waste and excrement from the Premises, Building and Project. Tenant shall be responsible for any additional janitorial or cleaning costs and all other costs which may arise from the Service Animals' presence in the Project and/or the Building in excess of the costs that would have been incurred had Service Animals not been allowed in or around the Project and/or the Building.

ARTICLE 6

SERVICES AND UTILITIES

6.1 **Services**. Subject to all Applicable Laws, Landlord or Tenant, as applicable, shall each provide the following applicable services during the Lease Term in a first-class manner substantially consistent with that of Comparable Life Sciences Projects. The Building Systems have been constructed by Landlord in accordance with the specifications attached hereto as **Schedule 3** to the Work Letter (the "**Base Building Specifications**"). Landlord shall use commercially reasonable efforts to cause the Building Systems to perform in accordance with the Base Building Specifications. Landlord makes no representation and warranty regarding the performance of the Base Building Specifications, availability or quantity of utility service or the suitability of the same for the Permitted Use.

6.1.1 **HVAC**. Subject to limitations imposed by Applicable Laws, Landlord shall provide HVAC for the Premises as reasonably contemplated in the Base Building Specifications (except as this Lease otherwise provides or as to any special requirements that arise from Tenant's particular use of

the Premises) twenty-four (24) hours a day, every day during the Lease Term, subject to Casualty, Force Majeure, Applicable Laws, eminent domain or as otherwise specified herein. Except as otherwise provided in this Lease (including the Work Letter and the Base Building Specifications), Tenant is solely responsible for (i) data center, server rooms and any other similar areas located in the Premises beyond the standard level of cooling provided, (ii) additional cooling needed for laboratory, vivarium and research and development uses, and (iii) specialty exhaust, including, air compressor, filtration, DI water systems, vacuum systems and exhaust for H2 rooms, chemical storage rooms which require Class I, Division II classification, if any, and any other special rooms or special Tenant equipment. Tenant shall cooperate with Landlord to ensure that any vacuum system exhaust is contained to prevent re-entrainment to the HVAC system.

6.1.2 **Electricity**. Landlord shall provide electrical wiring and facilities and power (including electrical wiring and facilities for connection to Tenant's fixtures and equipment), provided that the connected electrical load of Tenant's lighting fixtures and the incidental use equipment does not, in the aggregate, exceed the connected electrical loads reasonably derivable from the Base Building Specifications, but in any event subject to compliance with Applicable Laws. Notwithstanding any provision to the contrary contained in this Lease, Tenant shall pay directly to the electricity company pursuant to separate meters (or directly to Landlord in the event electricity is submetered), the actual cost of all electricity provided to and/or consumed in the Premises (including normal and excess consumption and including the cost of electricity to operate the HVAC air handlers and any lab equipment or systems). In the event the electricity is submetered, Tenant shall pay such cost to Landlord as Additional Rent under this Lease (and not as part of the Operating Expenses) within thirty (30) days of receipt of an invoice. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation; provided, however, that such capacity shall be no less than that typically provided in Comparable Life Sciences Projects. If Landlord elects to utilize solar, wind or other alternatively generated electricity at the Project, Tenant agrees to purchase from the provider of such electricity up to 100% of Tenant's electrical requirements, as and when such electricity is produced, at the price in effect at the time of delivery; provided, however, in no event shall the price for such alternatively generated electricity exceed the total cost of comparable electric service that otherwise would have been purchased from the conventional electricity provider, and the level, reliability, capacity, and quality of such electricity service shall be comparable to the electric service that would otherwise have been provided by such conventional electricity provider.

6.1.3 **Lighting**. Landlord shall replace lamps, starters and ballasts for Building standard lighting fixtures within the Premises (if any), and drivers, transformers, and lighting controls for Building standard lighting fixtures within the Premises (if any). Notwithstanding the foregoing, Tenant shall bear the cost of replacement of all components of all non-Building standard lighting (whether LED or non-LED) within the Premises.

6.1.4 **Water**. Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes in the Premises and the Common Areas. Notwithstanding any provision to the contrary contained in this Lease, Tenant shall pay directly to the water company pursuant to separate meters (or directly to Landlord in the event water is submetered), the actual cost of all water provided to and/or consumed in the Premises (including normal and excess consumption and including the cost of condenser or chiller water to operate the HVAC air handlers and water for any lab equipment or systems). In the event the water is submetered, Tenant shall pay such cost to Landlord as Additional Rent under this Lease (and not as part of the Operating Expenses) within thirty (30) days of receipt of an invoice. Prior to Tenant's occupancy of the Premises and as part of the Improvements, Landlord shall install web-enabled wireless water leak sensor devices designed to alert the Tenant on a twenty-four (24) hour seven (7) day per week basis if a water leak is occurring in the Premises (which water sensor device(s) located in the Premises shall be referred to herein as "**Water Sensors**"). After the installation of the Improvements, Tenant shall install Water Sensors in any new areas in the Premises where water is utilized (such as sinks, drainpipes, faucets, water heaters, coffee machines, ice machines, water dispensers and water fountains) that were not constructed as part of the Improvements, and in locations that may be reasonably designated from time to time by Landlord. Notwithstanding any provision to the contrary contained herein, Landlord has neither an obligation to monitor, repair or otherwise maintain the Water Sensors, nor an obligation to respond to any alerts it may receive from the Water Sensors or which may be generated from the Water Sensors.

6.1.5 **Natural Gas**. Landlord shall provide natural gas service for Building Systems and Premises at all times during the Lease Term.

6.1.6 **Janitorial**. Tenant shall provide janitorial services to the Premises Monday through Friday, except the date of observation of the Holidays, in a manner consistent with Comparable Life Science Projects. Landlord shall provide janitorial services to the Common Areas, consistent with the practices of landlords of Comparable Life Science Projects. The janitorial and cleaning of the Premises and Common areas shall be adequate to maintain the Premises and Common Areas in a manner consistent with the character of the Building and Project and otherwise consistent with Comparable Life Science

Projects. Tenant shall not use (and upon notice from Landlord shall cease using) janitorial service providers and suppliers who would, in Landlord's reasonable and good faith judgment, disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Project. Without limiting the generality of the foregoing, Tenant shall retain a union janitorial provider to the extent designated by Landlord.

6.1.7 **Waste Removal**. Subject to the provisions of (i) Article 20 with respect to Hazardous Materials, and (ii) this Section 6.1.7, below, with respect to Medical Waste Landlord shall provide or arrange for ordinary and reasonable waste removal services for the Building. Tenant's waste shall be stored in the Premises and shall be moved by Tenant on a regular basis to a Common Area location reasonably designated by Landlord, all in accordance with the Rules and Regulations. In the event that Landlord reasonably determines that Tenant's quantity of waste is excessive in comparison to other tenants of the Building with similar Permitted Use, or, in the event that Landlord determines that Tenant's waste is other than waste typically generated by tenants with a similar Permitted use, Landlord may bill Tenant directly as Additional Rent for any such additional reasonable, out-of-pocket cost therefor or require that Tenant be responsible for disposing of its own waste. Tenant shall be responsible to arrange for, at Tenant's sole cost and expense, any Medical Waste, as defined by California Health and Safety Code § 117690, as amended or supplemented ("**Medical Waste**"), and Hazardous Materials waste in connection with Tenant's operations at the Premises. All such Medical Waste and Hazardous Materials waste removal shall be performed in compliance with Environmental Laws and other Applicable Laws using licensed medical waste disposal companies. All Medical Waste and Hazardous Materials waste that Tenant is responsible to remove per the provisions above in this Section shall be stored in the Premises and shall be removed on a regular basis.

6.1.8 **Window Washing**. Landlord shall provide periodic exterior window washing services to the Building (as reasonably determined by Landlord) in a manner consistent with Comparable Life Science Projects. Tenant shall be responsible for all interior Premises window cleaning.

6.1.9 **Elevators**. Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the hours of 7:00 A.M. to 6:00 P.M. on Monday through Friday (collectively, the "**Building Hours**"), except for the date of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, at Landlord's discretion, other locally or nationally recognized holidays (collectively, the "**Holidays**"), and shall have at least one elevator available at all other times. Landlord shall provide nonexclusive freight elevator service subject to scheduling and Rules and Regulations set forth by Landlord; provided, however, Tenant shall coordinate with Landlord for exclusive freight elevator service in connection with the transportation of any Hazardous Materials to the Premises.

6.1.10 **Access**. Subject to compliance with Landlord's reasonable access control procedures and Applicable Laws, and except when and where Tenant's right of access is specifically restricted or limited in this Lease, Tenant shall have the right of access to the Premises and Parking Facilities twenty-four (24) hours per day, seven (7) days per week during the Lease Term.

6.1.11 **Engineering Support Services**. Landlord shall provide onsite engineering services upon request from Tenant during Building Hours, at no additional cost to Tenant. Tenant may request emergency onsite engineering services outside of Building Hours, provided that Tenant shall be responsible for paying Landlord's Building standard and reasonable rate for such services which are Tenant's obligation to perform under this Lease as Additional Rent; provided however that Tenant shall not be responsible for the cost of such services to the extent the same relate to the maintenance, repair or operation of the Building Systems or other matters that are Landlord's responsibility under this Lease. Any such request for engineering services pursuant to this Section 6.1.11 shall be delivered to Landlord via telephone or email to the property management office of the Project.

6.1.12 **Life-Safety Generator**. Building D is equipped with a backup generator (the "**Life-Safety Generator**") that will, in the event of interruption of electricity to the Project Phase 2, provide power to all fire and life-safety equipment, including emergency lighting exit signs, fire alarms, and fire pumps within the Building and Other Phase Buildings. The cost of maintaining, operating, repairing and replacing the Life-Safety Generator shall constitute Operating Expenses to the extent permitted by Section 4.2.3. Except to the extent caused by the negligence or willful misconduct of Landlord, or any Landlord Parties, Tenant hereby waives any claims against Landlord or any Landlord Parties resulting from Tenant's use of the Life-Safety Generator, or any failure of the Life-Safety Generator to operate as designed, and agrees that Landlord shall not be liable for any damages resulting from any failure in operation of the Life-Safety Generator, including, without limitation any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or loss to equipment, inventory, scientific research, scientific experiments, laboratory animals, products, specimens, samples, and/or scientific, business, accounting and other records of every kind and description kept at the Premises and any and all income derived or derivable therefrom. Landlord shall maintain the Life-Safety Generator and any equipment connecting the Life-Safety Generator

to Tenant's automatic transfer switch as part of Landlord's Repair Obligations, provided, however, that Tenant shall be solely responsible, at Tenant's sole cost and expense, for maintaining and operating Tenant's automatic transfer switch and the distribution of power from Tenant's automatic transfer switch throughout the Premises as part of Tenant's Repair Obligations (as such term is defined in Section 7.1, below).

6.1.13 **Multi-Tenant Building Generator**. Landlord shall provide a backup generator for the Building as described in the Base Building Specifications ("**Multi-Tenant Building Generator**"). Tenant shall be entitled to use up to Tenant's Share (after deducting any power from the Multi-Tenant Building Generator required for the Common Areas, if any) of power from the Multi-Tenant Building Generator on a non-exclusive basis with other tenants in the Building based on its current distribution. The cost of maintaining, operating, repairing and replacing the Multi-Tenant Building Generator shall constitute Operating Expenses to the extent permitted by Section 4.2.3. Except to the extent caused by the negligence or willful misconduct of Landlord, or any Landlord Parties, Tenant hereby waives any claims against Landlord or any Landlord Parties resulting from Tenant's use of the Multi-Tenant Building Generator, or any failure of the Multi-Tenant Building Generator to operate as designed, and agrees that Landlord shall not be liable for any damages resulting from any failure in operation of the Multi-Tenant Building Generator, including, without limitation any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or loss to equipment, inventory, scientific research, scientific experiments, laboratory animals, products, specimens, samples, and/or scientific, business, accounting and other records of every kind and description kept at the Premises and any and all income derived or derivable therefrom. Landlord shall maintain the Multi-Tenant Building Generator and any equipment connecting the Multi-Tenant Building Generator to Tenant's automatic transfer switch in first-class condition and otherwise as part of Landlord's Repair Obligations, provided, however, that Tenant shall be solely responsible, at Tenant's sole cost and expense, for maintaining and operating Tenant's automatic transfer switch and the distribution of power from Tenant's automatic transfer switch throughout the Premises as part of Tenant's Repair Obligations (as such term is defined in Section 7.1, below). Landlord shall test the Multi-Tenant Building Generator no less than monthly and shall provide Tenant with reasonable advance notice of scheduled testing and maintenance. Landlord shall promptly notify Tenant of any material issues affecting the Multi-Tenant Building Generator's operational readiness.

6.2 **Office and Communications Services**. Certain office and communications services (which may include, without limitation, cable or satellite television service) may be offered to tenants of the Building or Project by a concessionaire under contract to Landlord ("**Provider**"). In addition to Tenant's right in the last sentence of this Section 6.2, Tenant shall be permitted to contract with Provider for the provision of any or all of such services on such terms and conditions as Tenant and Provider may agree. Tenant acknowledges and agrees that: (i) Landlord has made no warranty or representation to Tenant with respect to the availability of any such services, or the quality, reliability or suitability thereof; (ii) the Provider is not acting as the agent or representative of Landlord in the provision of such services, and Landlord shall have no liability or responsibility for any failure or inadequacy of such services, or any equipment or facilities used in the furnishing thereof, or any act or omission of Provider, or its agents, employees, representatives, officers or contractors; (iii) Landlord shall have no responsibility or liability for the installation, alteration, repair, maintenance, furnishing, operation, adjustment or removal of any such services, equipment or facilities; and (iv) any contract or other agreement between Tenant and Provider shall be independent of this Lease, the obligations of Tenant hereunder, and the rights of Landlord hereunder, and, without limiting the foregoing, no default or failure of Provider with respect to any such services, equipment or facilities, or under any contract or agreement relating thereto, shall have any effect on this Lease or give to Tenant any offset or defense to the full and timely performance of its obligations hereunder, or entitle Tenant to any abatement of Rent, or constitute any accrual or constructive eviction of Tenant, or otherwise give rise to any other claim of any nature against Landlord except as otherwise provided in this Lease. Tenant shall not be permitted to contract with any provider of any office or communications services other than a Provider without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed (and subject further to such provider entering into an agreement with Landlord governing such provider's rights, obligations, and liabilities with respect to accessing and otherwise providing services at the Project, which agreement shall be on commercially reasonable terms consistent with those required in Comparable Buildings, and shall not unreasonably restrict or delay such provider's ability to provide services to Tenant).

6.3 **Overstandard Tenant Use**. Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, use heat-generating machines or equipment ("**Heat Generating Equipment**"), which adversely affect the temperature otherwise maintained by the HVAC or increase the water normally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease, other than (i) office machines or equipment; (ii) and Tenant's equipment, including laboratory, research and development, and life science equipment, to the extent such equipment is consistent with the Permitted Use; and (iii) servers, data equipment, and other equipment reasonably necessary for Tenant's business operations for the Permitted Use, including all such equipment used in Tenant's dedicated server/IT room (collectively, "**Permitted Equipment**"). If Landlord's consent is given with respect to Heat Generating Equipment (other than Permitted Equipment), Landlord shall have

the right to reasonably require installation of supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices to the extent reasonably necessary, and the reasonable actual cost thereof, including the cost of installation, operation and maintenance, shall be paid by Tenant to Landlord within thirty (30) days of receipt of an invoice. Notwithstanding anything herein to the contrary, Landlord shall not impose any charge, surcharge, or excess utility cost on Tenant for utility consumption attributable to Permitted Equipment.

6.4 **Interruption of Use**. Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof (including, without limitation, where any such failure, delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties); and such failures, delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease, except as otherwise expressly provided in the Lease, including Section 6.5 and Article 10 below.

6.5 **Abatement Event**. Notwithstanding anything herein to the contrary, if all or a material portion of the Premises is made untenantable or inaccessible as a result of (i) the acts or omissions of Landlord or any of the Landlord Parties, including without limitation any breach of this Lease by Landlord, (ii) any Modifications, or any repair, maintenance or alteration performed by Landlord or which Landlord failed to perform which is required by the Lease, (iii) any failure to provide any services or utilities as required of Landlord under Section 6.1 above or perform any of Landlord's Repair Obligations required under Article 7 below, or (iv) the presence of Hazardous Materials in, on or around the Premises or the Project which were not caused or introduced by Tenant which Hazardous Materials pose a material and significant health risk to occupants of the Premises, and, in each instance (each an "**Abatement Event**") is not the result of the acts and/or omissions of Tenant and/or other Tenant Parties (as defined herein), then in order to be entitled to receive the benefits of this Section 6.5, Tenant must give Landlord notice (the "**Abatement Notice**"), specifying such Abatement Event. If Landlord has not cured such Abatement Event within three (3) business days after the receipt of the Abatement Notice (the "**Eligibility Period**") and is not otherwise excused from such performance by this Lease, then Tenant may immediately abate Base Rent and Tenant's Share of Direct Expenses payable under this Lease for that portion of the Premises rendered untenantable or inaccessible and not actually used by Tenant, for the period beginning on the date immediately following such the Eligibility Period to the earlier of the date Landlord cures such Abatement Event or the date Tenant recommences the use of such portion of the Premises.

6.6 **Security.**

6.6.1 **Tenant Maintained Security**. Subject to Landlord's obligations pursuant to Section 6.6.2, Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises. Any such security measures for the benefit of the Premises shall be provided by Tenant, at Tenant's sole cost and expense. Tenant shall have the right to install a security system to control access to the Premises, and its own security system within the Premises, and Landlord shall cooperate with Tenant with respect to Tenant's installation of the same. Furthermore, Tenant shall have the right to hire security personnel ("**Tenant's Security Personnel**") for the benefit of securing the Premises; provided that (i) Tenant's Security Personnel must not carry a firearm or other weapon, (ii) Tenant's Security Personnel and Landlord's security personnel shall mutually cooperate on security matters to the extent Landlord or Tenant reasonably believes such matters require joint cooperation; provided, however, that Landlord's security protocols shall govern the Common Areas secured by Landlord and both Landlord and Tenant shall cooperate as necessary with law enforcement agencies, and (iii) the security contractor (if any) providing Tenant's Security Personnel to Tenant hereunder shall comply with Landlord's reasonable insurance requirements. Tenant's Security Personnel shall be licensed and bonded and shall at all times maintain any and all required licenses or other governmental permits required in connection the performance of its duties under this Lease and shall at all times conduct themselves in a manner consistent with a first class life sciences project. In addition, Tenant shall have the right to contract directly with Landlord's security contractor as well as utilize its own employees or third parties to perform security services within the Premises. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed.

6.6.2 **Landlord Maintained Security**. Landlord shall provide security services for the Project Phase 2 Common Areas and the Parking Facilities twenty-four (24) hours a day, seven (7) days a week, and otherwise in a manner materially consistent with the services provided by landlords of Comparable Life Sciences Projects. Landlord shall in no case be liable for personal injury or property damage for any error with regard to the admission to or exclusion from the Building, Project Phase 2, or

Project of any person, except to the extent arising from the negligence or willful misconduct of Landlord or the Landlord Parties.

ARTICLE 7

REPAIRS AND MAINTENANCE

7.1 **Tenant's Repair and Maintenance Obligations**. Tenant shall, at Tenant's own expense, maintain in good condition and operating order and keep in good repair and condition throughout the Lease Term, and in a first-class manner commensurate with tenants of the Comparable Life Sciences Project, excepting normal wear and tear, and Landlord's obligations under this Lease (including Landlord's Repair Obligations), the following (collectively, "**Tenant's Repair Obligations**"): (i) the Premises (excluding portions of the Base Building located in the Premises), including all interior, non-structural improvements, fixtures, equipment located in and exclusively serving the Premises, interior window coverings, and furnishings therein (which obligation of Tenant shall include, without limitation, the prompt replacement or repair, as reasonably required, of all damaged, broken, or worn fixtures and appurtenances, (ii) any personal property or equipment (including, without limitation, furniture, business and trade fixtures, equipment, free-standing cabinet work, movable partitions, servers, telephones, and merchandise) installed by Tenant within the Premises (collectively, "**Tenant's Property**"), (iii) any equipment installed by Tenant at the Project and located outside of the Premises, including, without limitation, any rooftop equipment, supplemental HVAC equipment (if located outside of the Premises), and generators (if located outside of the Premises), if any (collectively, "**Tenant's Off-Premises Equipment**"), which Tenant's Off-Premises Equipment may only be installed by Tenant with the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), (iv) all areas, improvements and systems exclusively serving the Premises, including any communications or computer wires and cables (collectively, the "**Cabling**") and applicable branch lines of the plumbing, electrical and other Building Systems, and (iv) all systems installed by Tenant to serve the Premises (including, without limitation, all specialized systems such as deionized water systems, water purification, compressed gas distribution, vacuum pumps and air compressors and associated fume hoods and other equipment (collectively, "**Specialized Systems**")). All Specialized Systems shall be maintained, repaired and replaced by Tenant in a commercially reasonable manner consistent with prevailing industry practices. Tenant shall contract with qualified, experienced professional third-party service companies (collectively, "**Service Contracts**") which will provide for routine maintenance of all systems maintained by Tenant as Tenant's Repair Obligations, including the Specialized Systems. Tenant shall maintain preventive maintenance records relating to each system maintained by Tenant as Tenant's Repair Obligations, including each Specialized System (collectively, "**Preventative Maintenance Records**"). Upon Landlord's request, but in any event not more than annually, Tenant shall deliver a copy of all current Service Contracts to Landlord and/or a copy of the reasonably available Preventative Maintenance Records, provided that Tenant shall not be required to disclose proprietary or confidential information and such materials shall be subject to reasonable confidentiality obligations. The performance of Tenant's Repair Obligations shall comply with the terms of Article 8 below; provided, however, in no event shall Tenant be required to pay any oversight fee to Landlord.

7.2 **Landlord's Repair and Maintenance Obligations**. Landlord shall maintain in good condition and operating order and keep in good repair and condition throughout the Lease Term, and in a first-class manner commensurate with the Comparable Life Sciences Project, excepting normal wear and tear, and Tenant's obligations under this Lease (including Tenant's Repair Obligations), the following (collectively, "**Landlord's Repair Obligations**"): (i) the structural portions of the Building, including without limitation, the foundation, floor/ceiling slabs, the roof (including the roof structure and roof membrane), curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, stairwells, elevator cab, Building mechanical, electrical and telephone closets, and the exterior portions of the Building (collectively, "**Building Structure**"), (ii) the mechanical, electrical, life safety, plumbing, sprinkler systems and HVAC and other systems that serve the Building generally, as opposed to Tenant or another tenant exclusively, including, without limitation, "Laboratory Systems" (as defined below) constructed by Landlord (collectively, the "**Building Systems**") and (iii) the Common Areas, which shall include the Parking Facilities and restrooms located on multi-tenant floors of the Building. Landlord shall minimize interference with Tenant's use of, or access to, the Premises or Parking Facilities in making any repairs or replacements to the Project, Building or the Premises. The "**Base Building**" shall mean the Building Structure and the Building Systems. "**Laboratory Systems**" means all Building Systems, fixtures and equipment exclusively serving the laboratory uses in the Building that are shared (or capable of being shared) by tenants or other occupants in the Building that are permitted to use and occupy the premises in the Building for laboratory uses. As of the Phase I Commencement Date, the Laboratory Systems include the following: (i) PH Neutralization System (as hereinafter defined), (ii) vacuum equipment and compressed air, (iii) pH neutralization room and laboratory waste water treatment piping system, and (iv) laboratory venting equipment and systems (including central exhaust unit supply and exhaust ductwork). Notwithstanding anything in this Lease to the contrary, if any repairs that are Landlord's Repair Obligations are required due to Tenant's construction of Alterations, then Landlord may make such repairs and replacements, at Tenant's sole cost, including a percentage of the cost thereof (to be uniformly established

for the Building and/or the Project not to exceed 3% of hard costs) sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. In the event that the Premises has an "open ceiling plan", then Landlord shall have the right to install, maintain, repair and replace mechanical, electrical and plumbing fixtures, devices, piping, ductwork and all other improvements through the floor above the Premises (which may penetrate through the ceiling of the Premises and be visible within the Premises during the course of construction and upon completion thereof); provided that (i) such work is performed in a commercially reasonable manner consistent with Comparable Buildings, (ii) such installations do not unreasonably interfere with or adversely affect Tenant's use of or access to the Premises, the services or facilities provided thereto, or Tenant's systems or equipment, and do not adversely affect the operation of Tenant's laboratory equipment, HVAC systems or other systems serving the Premises, (iii) Landlord shall not diminish the usable or rentable area of the Premises or Tenant's rights therein, (iv) Landlord shall provide Tenant with at least ten (10) business days prior notice (except in emergencies), and (v) Landlord shall promptly repair all damage caused and restore the Premises, equipment, furniture, and fixtures to a neat and safe condition consistent with other open ceilings in Comparable Buildings (the parties acknowledging that Landlord will not be able to restore the Premises to the condition existing immediately prior to such work). Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of, and operations in, the Premises in connection with Landlord's exercise of its rights pursuant to this Section 7.2. Notwithstanding Tenant's occupancy of the Premises during the performance of any of Landlord's Repair Obligations, provided Landlord has used commercially reasonable efforts to minimize interference with Tenant's use of, or access to, the Premises and Parking Facilities, the performance of Landlord's Repair Obligations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent except as set forth in this Lease including Section 6.5 above. Tenant shall promptly and diligently cooperate with Landlord and any of the third parties performing Landlord's Repair Obligations in the Premises in order to reasonably facilitate the performance of such work in an efficient and timely manner provided the same shall not materially interfere with Tenant's use of, or access to, the Premises and Parking Facilities. Landlord's entry into the Premises to perform any repairs or maintenance hereunder shall be subject to Article 27 below. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

7.3 **Tenant's Right to Make Repairs**. Notwithstanding any terms set forth in this Lease to the contrary, if there is an "Emergency Repair Event" (defined below), and Landlord has not promptly responded and commenced Landlord's Repair Obligations relating to the Building Systems, Building Structure, or other repairs Landlord is required to perform pursuant to this Lease, Tenant shall have the right to take the required action without notice to Landlord. Other than with respect to Emergency Repair Events as set forth above, if Tenant provides Notice to Landlord of an event or circumstance which requires pursuant to the Lease the action of Landlord with respect to repair and/or maintenance required in the Building, but only to the extent such event or circumstance materially or adversely affects the conduct of Tenant's business from the Premises, and Landlord fails to commence corrective action within a reasonable period of time, given the circumstances, after the receipt of such Notice, but in any event not later than ten (10) days after receipt of such Notice, then Tenant may proceed to take the required action upon delivery of an additional two (2) business days' Notice to Landlord specifying that Tenant is taking such required action. If such action was required under the terms of this Lease to be taken by Landlord and was not commenced by Landlord within such ten (10) day period and thereafter diligently pursued to completion or was undertaken by Tenant due to an Emergency Repair Event, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action. If Tenant undertakes any repairs under this Section 7.3, Tenant shall (i) proceed in accordance with all Applicable Laws; (ii) retain only reputable, experienced contractors and suppliers duly licensed in the city in which the Building is located, and, if Landlord has furnished Tenant a reasonable list of approved contractors, such contractors shall be considered if they are available for work and charge market fees, (iii) provide evidence to Landlord that all contractors and suppliers performing the repairs necessitated by an Emergency Repair Event are insured in accordance with Article 10 of this Lease; (iv) perform such repairs in a good and workmanlike, commercially reasonable manner and shall not knowingly invalidate any existing warranties for the Building to the extent Tenant has received prior written notice of such warranties; (v) use new or like new materials; (vi) take reasonable efforts to minimize interference or impact on other tenants and occupants of the Project; and (vii) comply with applicable requirements set forth in Article 8 of this Lease. Following completion of any work by Tenant pursuant to this Section 7.3, Tenant shall deliver a detailed invoice of work completed, materials used, and related costs. Landlord shall reimburse Tenant for such invoiced amount within thirty (30) days after receipt of Tenant's invoice. If Landlord reasonably disputes such repairs were required or contends that such charges are excessive, Landlord must deliver written notice of such objections, setting forth with particularity its reasons, within five (5) business days after receipt of Tenant's additional two (2) business day Notice described above (prior to commencement of work). If Landlord timely delivers such objection, Tenant may still proceed to make repairs, without waiver of its rights, and may thereafter assert a claim of default against Landlord for reimbursement, but Tenant shall not then be entitled to offset any disputed amount against the Rent next due hereunder. If Tenant prevails in any action related to such default, Landlord shall reimburse Tenant for the disputed amount plus interest at the Interest Rate accruing from the date of expenditure until payment, together with Tenant's attorneys'

fees and related costs. If Landlord fails to timely pay any undisputed amount due under this Section 7.3, Tenant may offset such amount (plus interest at the Interest Rate) against Rent next due hereunder. For purposes of this Section 7.3, an "**Emergency Repair Event**" shall mean an event threatening material danger to persons located in the Premises, material damage to the Premises, the Improvements, Alterations, Tenant's Property or Tenant's Off-Premises Equipment, or creating a realistic possibility of material interference with or interruption of Tenant's business operations.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations**. Tenant may not make any improvements, alterations, additions or changes to the Premises or any other portion of the Project, or install any Tenant's Off-Premises Equipment (collectively, the "**Alterations**") without the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than fifteen (15) business days prior to the commencement thereof, and which consent shall not be unreasonably withheld, conditioned or delayed by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which constitutes a Design Problem (without limitation as to any other reasonable grounds for Landlord to withhold its consent to any particular Alterations). A "**Design Problem**" is defined as, and will be deemed to exist if such Alterations will (i) adversely affect the exterior appearance of the Building; (ii) affect the Building Structure or adversely affect the Building Systems; (iii) fail to comply with Applicable Laws or applicable building codes ("**Code**") or would cause any other portion of the Project to fail to comply with Applicable Laws or Code, (iv) vitiate or otherwise negatively affect any warranty, guaranty, or insurance maintained by Landlord, (v) materially increase Landlord's Repair Obligations, (vi) materially and unreasonably interfere with any other tenant or occupant of the Project in a manner not customary for comparable alterations in Comparable Buildings, (vii) affect the certificate of occupancy or its legal equivalent for the Project or any portion thereof, (viii) impact any portion of the Project outside of the interior of the Premises (which shall include, without limitation, any Tenant's Off-Premises Equipment). If Landlord disapproves of any proposed Alterations, Landlord shall respond, in writing, stating the grounds for such disapproval, within fifteen (15) business days after receipt of Tenant's request for approval of the proposed Alterations. If Landlord fails to respond with its approval or disapproval within fifteen (15) business days after receipt of Tenant's request, then Tenant may send Landlord a reminder notice setting forth such failure containing the following sentence at the top of such notice in bold, capitalized font at least twelve (12) points in size: "**LANDLORD'S FAILURE TO RESPOND TO THIS NOTICE WITHIN FIVE (5) DAYS SHALL RESULT IN LANDLORD'S DEEMED APPROVAL OF TENANT'S ALTERATIONS**" (the "**Reminder Notice**"). If Landlord fails to respond within five (5) days after receipt of a Reminder Notice, then Tenant's Alterations for which Tenant requested Landlord's approval shall be deemed approved by Landlord. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations without Landlord's consent, to the extent that such Alterations do not (a) constitute a Design Problem, (b) require a building or construction permit, or (c) cost more than Five Hundred Thousand and No/100 Dollars ($500,000.00) for a particular job of work (the "**Cosmetic Alterations**"). The construction of the initial Improvements to the Premises shall be governed by the terms of the Work Letter and not the terms of this Article 8 (provided, however, such initial Improvements shall be deemed to constitute Alterations for purposes of Section 8.5 and Section 15.2 below).

8.2 **Manner of Construction**. Landlord may impose, as a condition to Tenant's right to perform any Alterations, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, (i) the requirement that Tenant utilize for such purposes only contractors reasonably approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, (ii) that Tenant enter into a construction contract that includes Landlord's commercially reasonable then-standard construction rider (or such other commercially reasonable construction rider as Landlord may reasonably require), which rider shall include, among other things, Landlord's insurance and indemnity requirements and (iii) any Cabling (including riser cables) installed by Tenant shall be (x) appropriately insulated to prevent excessive electromagnetic fields or radiation, (y) surrounded by a protective conduit reasonably acceptable to Landlord, and (z) identified in accordance with Landlord's Building standard requirements. If Landlord fails to respond with its approval or disapproval of Tenant's contractors within five (5) days, then Tenant's contractor for which Tenant requested Landlord's approval shall be deemed approved by Landlord. Tenant shall be solely responsible for acquiring any required permit for all Alterations, furnishing of a copy of such permit and approvals to Landlord prior to the commencement of the work, and complying with all conditions of said permit. If such Alterations will involve the use of or disturb Hazardous Materials, Tenant shall notify Landlord prior to performing such Alterations (if Tenant is aware that its work will be disturbing Hazardous Materials) and comply with Landlord's reasonable rules and regulations concerning such Hazardous Materials. Tenant shall construct all Alterations in a good and workmanlike manner, in conformance with any and all Applicable Laws and Landlord's reasonable construction rules and regulations; provided, however, that prior to commencing to construct any Alteration, Tenant shall meet with Landlord to discuss Landlord's design parameters and Code compliance issues. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to materially obstruct access to the Project or any portion thereof, by any other tenant of

the Project, and so as not to materially obstruct the business of Landlord or other tenants in the Project (other than typical obstruction reasonably associated with the performance of the Alterations). Tenant shall not use (and upon notice from Landlord shall cease using or shall cooperate with Landlord in good faith and use commercially reasonable efforts to establish protocols to attempt to reestablish and maintain labor harmony) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Project. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant shall cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Project is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute. Tenant shall, promptly following the completion of any Alterations, to the extent applicable, compile and deliver to Landlord a "close-out package" in such format reasonably designated by Landlord (e.g., paper and/or electronic files) containing, without limitation, the following items (to the extent deemed reasonably necessary by Landlord for the particular Alterations) to the extent applicable: (a) as-built drawings and final record CAD drawings, (b) copies of warranties and guarantees from all contractors, subcontractors and material suppliers, (c) copies of all permits, approvals and other documents issued by any governmental agency in connection with the Alterations, (d) an independent air balance report (but only if such Alterations affect the HVAC system), and (e) lien releases customarily obtained in connection with such Alterations, including from the general contractor and, to the extent customary, from subcontractors or suppliers with whom Tenant has a direct contract and with lien rights against the Project.

8.3 **Payment for Alterations**. Tenant is responsible for all of the costs Tenant incurs in performing any Alterations. In addition, in connection with all Alterations, other than Cosmetic Alterations, Tenant shall pay Landlord an oversight fee, which shall be equal to three percent (3%) of the hard cost of the Alterations for any work managed by Landlord and otherwise one percent (1%) of the hard cost of the Alterations for Tenant-managed/build jobs. Tenant shall also reimburse Landlord for Landlord's reasonable, out-of-pocket, third-party costs and expenses actually incurred in connection with Landlord's review of such Alterations (including, but not limited to, fees paid to consultants retained by Landlord to review plans and specifications for such Alterations).

8.4 **Construction Insurance**. In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant (or Tenant's contractor) carries "Builder's Risk" insurance in an amount reasonably approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require provided that such insurance is commercially reasonable and consistent with that required for similar alterations in Comparable Buildings, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof.

8.5 **Ownership and Removal**. All Alterations (excluding Tenant's Property and Tenant's Off-Premises Property) shall, upon completion of construction, become part of the Premises and the property of Landlord. Notwithstanding the foregoing, Tenant shall, at Tenant's expense, remove all Removal Items (defined below) upon the expiration or earlier termination of this Lease in accordance with the TCCs of Section 15.2 below. "**Removal Items**" shall mean: (a) all Mandatory Removal Items (except to the extent otherwise designated by Landlord, in its sole and absolute discretion, by written notice to Tenant at least one hundred eighty (180) days prior to the end of the Lease Term, or following any earlier termination of this Lease), and (b) any other Alterations that constitute Specialty Improvements (defined below) that Landlord, by written notice to Tenant concurrently with Landlord's approval of such Alterations, requires Tenant, at Tenant's expense, to remove. "**Mandatory Removal Items**" shall mean: (i) any Alterations located outside of the Premises (including, without limitation, Tenant's Off-Premises Equipment), (ii) all Cabling, (iii) any other items, improvements or fixtures which Tenant is expressly required to remove pursuant to the terms of this Lease, (iv) any Alterations or signage incorporating Tenant's name or logo, and (v) any Alterations Tenant installed without Landlord's consent in violation of the TCC's of this Article 8 (or the Work Letter, as applicable). "**Specialty Improvements**" shall mean: (a) safes and vaults, (b) decorative water features; (c) specialized wallcoverings and ceilings, and flooring, including raised flooring; (d) conveyors and dumbwaiters; (e) any Alterations which (1) perforate a floor slab in the Premises or a wall that encloses/encapsulates the Building Structure, (2) involve material plumbing connections (such as kitchens and executive bathrooms outside of the Building core), or (3) require changes to the Base Building; and (f) supplemental HVAC equipment within the Premises and non-Building standard fire suppression systems; provided, however, that Specialty Improvements shall not include any improvements or installations typically used in connection with the Permitted Use. Notwithstanding anything to the contrary, in no event shall Tenant be required to remove the Improvements, or any Cosmetic Alterations.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished, or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify, and hold Landlord harmless from and against any Losses (as defined in Section 10.1 below) arising out of same or in connection therewith. Tenant shall give Landlord notice at least fifteen (15) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under Applicable Laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility (and Tenant shall, upon demand, reimburse Landlord for the costs and expenses incurred by Landlord in connection with preparing and recording any such notices of non-responsibility). Tenant shall remove any such lien or encumbrance by bond or otherwise within five (5) business days after receipt of written notice from Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable within thirty (30) days of demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

10.1 **Indemnification and Waiver**. Because Tenant is required to insure Tenant's Insured Property and because of the requirements to provide waivers of subrogation, Tenant hereby assumes all risk of damage to Tenant's Insured Property subject to the provisions of the waiver of subrogation set forth below. Tenant also hereby assumes risk of injury to persons in, upon or about the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of the Landlord Parties. Landlord, its partners, subpartners and their respective officers, agents, servants, employees, and independent contractors (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant, except to the extent of damage to Landlord's Insured Property, subject to the waiver of subrogation, and except for injury to persons to the extent caused by the negligence or willful misconduct of the Landlord Parties. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from and against any and all claims, losses, costs, damages, expenses, causes of action, proceedings and liability (including without limitation court costs and reasonable attorneys' fees) (collectively, "**Losses**") to the extent incurred in connection with or arising from: (i) any causes in the Premises during the Lease Term; (ii) any activity, work, or thing done, or permitted or suffered by Tenant or any person claiming under Tenant, its Transferees, or the contractors, agents, employees, invitees, or visitors of Tenant or its Transferees or any such person, in, on or about the Project (collectively, "**Tenant Parties**"); (iii) any breach by Tenant of any term, covenant, or provision of Applicable Laws; or (iv) the placement of any of Tenant's Property or any of Tenant's Off-Premises Equipment. Notwithstanding the foregoing, if Landlord or any Landlord Parties are found to be wholly or partially negligent or to have acted with willful misconduct relating to any of Tenant's foregoing indemnification obligations, Landlord shall be responsible for paying all or a portion of the applicable damage award, including reasonable attorneys' fees, such portion to be determined based on the extent to which the damage was caused by the negligence or willful misconduct of Landlord or any Landlord Parties. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy of the Premises, Tenant shall pay to Landlord its reasonable, out-of-pocket costs and expenses incurred in such suit, including without limitation, its actual reasonable professional fees such as appraisers', accountants' and attorneys' fees. Landlord shall indemnify, defend and hold harmless Tenant and the Tenant Parties from and against any and all Losses arising in the Base Building and Common Areas from the negligence or willful misconduct of Landlord or any Landlord Party. Notwithstanding the foregoing, if Tenant or any Tenant Parties are found to be wholly or partially negligent or to have acted with willful misconduct relating to any of Landlord's foregoing indemnification obligations, Tenant shall be responsible for paying all or a portion of the applicable damage award, including reasonable attorneys' fees, such portion to be determined based on the extent to which the damage was caused by the negligence or willful misconduct of Tenant or any Tenant Parties. Should Tenant be named as a defendant in any suit brought against Landlord in connection with or arising out of Landlord's ownership, operation, management, maintenance or repair of the Building or Project, Landlord shall pay to Tenant its reasonable, out-of-pocket costs and expenses incurred in such suit, including without limitation, its actual reasonable professional fees such as appraisers', accountants' and attorneys' fees. Further, Tenant's or Landlord's agreement to indemnify the other pursuant to this Section 10.1 is not intended and shall not relieve any

insurance carrier of its obligations under policies required to be carried by such party pursuant to the provisions of this Lease, to the extent such policies cover the matters subject to such party's indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any Losses arising in connection with any event occurring prior to such expiration or termination.

10.2 **Landlord's Insurance**. Landlord shall maintain insurance against loss or damage with respect to the portions of the Project constituting Landlord's Repair Obligations (collectively, "**Landlord's Insured Property**") on a Special Form or equivalent type insurance form, with customary exceptions, subject to such commercially reasonable deductibles and commercially reasonable self-insured retentions (consistent with the practices of landlords of Comparable Buildings) as Landlord may reasonably determine, in an amount equal to at least the replacement value of Landlord's Insured Property. Such insurance shall be maintained with an insurance company selected by Landlord which meets the requirements of Section 10.4 below. Payment for losses thereunder shall be made solely to Landlord. Landlord may maintain such additional insurance with respect to the Project, including, without limitation, earthquake insurance, terrorism insurance, flood insurance, liability insurance and/or rent insurance, as Landlord may in its reasonable discretion elect. Landlord may also maintain such other insurance as may from time to time be required by a Mortgagee (as defined in Article 18 below). Any or all of Landlord's insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties. Tenant shall, at Tenant's expense, comply with Landlord's insurance company reasonable requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies above the premium that would otherwise by payable for the Permitted Use, then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body. Notwithstanding the foregoing provisions of this Section 10.2, the coverage, deductibles, types and amounts of insurance carried by Landlord in connection with the Project shall be materially comparable to the coverage, deductibles, types and amounts of insurance which are carried by landlords of Comparable Life Sciences Projects.

10.3 **Tenant's Insurance**. By the earlier of (i) the date on which Tenant enters the applicable Phase of the Premises pursuant to Section 7.1 of the Work Letter, or (ii) the applicable Phase Commencement Date for such Phase of the Premises (such earlier date, with respect to each Phase of the Premises, is the "**Insurance Commencement Date**"), and thereafter throughout and until the end of the Lease Term, and after the end of the Lease Term but only so long as Tenant or anyone acting by, through or under Tenant remains in occupancy of the Premises, Tenant shall maintain the following insurance coverages in at least the amounts set forth below; provided, however, Landlord makes no representation that the limits or forms of coverage specified herein are adequate to cover Tenant's property, business operations or obligations under this Lease. The required evidence of coverage must be delivered to Landlord on or before the dates required under Section 10.4 below. Such policies shall be for a term of at least one (1) year, or the length of the remaining term of this Lease, whichever is less.

10.3.1 Commercial General Liability Insurance, including Broad Form contractual liability covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) based upon or arising out of Tenant's operations, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be written on an "occurrence" basis. Landlord and any other party the Landlord so specifies that has a material financial interest in the Project, including Landlord's managing agent, ground lessor and/or lender, if any (collectively, "**Additional Insureds**"), shall be named as additional insureds as their interests may appear using Insurance Service Organization's form CG2011 or a comparable form reasonably approved by Landlord. Tenant shall provide an endorsement or policy excerpt showing that Tenant's coverage is primary and any insurance carried by Landlord shall be excess and non-contributing. The coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations. This policy shall include coverage for all Losses assumed under this Lease as an insured contract for the performance of all of Tenant's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Limits of liability insurance shall not be less than the following, provided, however, that such limits may be achieved through the use of an Umbrella/Excess Policy:

Bodily Injury and Property Damage Liability	$5,000,000 each occurrence
Personal Injury and Advertising Liability	$5,000,000 each occurrence

Tenant Legal Liability/Damage to Rented Premises Liability	$2,000,000.00

10.3.2 Property Insurance covering (i) Tenant's Property and Tenant's Off-Premises Equipment, (ii) the Improvements, and any other improvements which exist in the applicable Phase of the Premises as of the Commencement Date for such Phase of the Premises (excluding Landlord's Insured Property) (the "**Original Improvements**"), and (iii) all Alterations and Specialized Systems (items (i), (ii) and (iii) are collectively, "**Tenant's Insured Property**"). Such insurance shall be written on a Special Form basis, for the full replacement cost value (subject to reasonable deductible amounts), without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for (a) all perils included in the Special Form policy, (b) water damage from any cause, including, but not limited to, sprinkler leakage, bursting, leaking or stoppage of any pipes, explosion, and backup or overflow from sewers or drains, and (c) terrorism (to the extent such terrorism insurance is available as a result of the Terrorism Risk Insurance Act of 2002 (Pub. L. 107-297, 116 Stat. 2322), the Terrorism Risk Insurance Program Reauthorization Act of 2005 (Pub. l. 109-144), and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub. L. 110-160, 121 Stat. 183), any successor statute or regulation, or is otherwise available at commercially reasonable rates). Tenant shall use the proceeds from any such insurance for the replacement of Tenant's Insured Property.

10.3.3 Business Income/Interruption insurance covering a one-year period in such amounts as will reimburse Tenant for actual direct or indirect loss of earnings attributable to the risks outlined in Section 10.3.2 above.

10.3.4 Worker's Compensation or other similar insurance pursuant to all applicable state and local statutes and regulations, and Employer's Liability with minimum limits of not less than $1,000,000 each accident/employee/disease.

10.3.5 If applicable, Commercial Automobile Liability Insurance covering all Owned (if any), Hired, or Non-owned vehicles with limits not less than $1,000,000 combined single limit for bodily injury and property damage.

10.4 **Form of Policies**. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) be issued by an insurance company having an AM Best rating of not less than A-VII (or to the extent AM Best ratings are no longer available, then a similar rating from another comparable rating agency), or which is otherwise reasonably acceptable to Landlord and licensed to do business in the State of California, (ii) in form and content reasonably acceptable to Landlord and complying with the requirements of Section 10.3, (iii) Tenant shall not do or permit to be done anything which invalidates the required insurance policies, and (iv) Tenant shall endeavor to provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any Mortgagee, the identity of whom has been provided to Tenant in writing. Tenant shall deliver certificates thereof and applicable endorsements which meet the requirements of this Article 10 to Landlord on or before the applicable Insurance Commencement Date for such Phase of the Premises, and five (5) business days after the renewal of such policies. In the event Tenant shall fail to procure such insurance, or to deliver such certificates and applicable endorsements, Landlord may, at its option, after written notice to Tenant and Tenant's failure to obtain such insurance within five (5) business days thereafter, procure such policies for the account of Tenant and the reasonable, out-of-pocket cost thereof shall be paid to Landlord within thirty (30) days of delivery to Tenant of bills therefor.

10.5 **Property Insurance Subrogation**. Landlord and Tenant intend that their respective property loss risks shall be borne by their respective insurance carriers, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses and waive all rights of subrogation of their respective insurers. Landlord and Tenant agree that their respective property insurance policies shall include a waiver of (i) subrogation by the insurers, and (ii) all rights based upon an assignment from its insured, against Landlord and/or any of the Landlord Parties or Tenant and/or any of the Tenant Parties (as the case may be) in connection with any property loss risk thereby insured against. Tenant will cause all subtenants and licensees of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section 10.5 and to obtain such waiver of subrogation rights endorsements, provided Landlord hereby agrees that such waivers of subrogation shall run in favor of both Landlord and such subtenant or licensee. If either party hereto fails to maintain the waivers set forth in items (i) and (ii) above, the party not maintaining the requisite waivers shall indemnify, defend, protect, and hold harmless the other party for, from and against any and all Losses arising out of, resulting from, or relating to, such failure.

10.6 **Additional Insurance Obligations**. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord; provided (i) Landlord may not require Tenant to expand or increase coverage more than one (1) time in any five (5)-year period (if any) thereafter, (ii) any modification shall take effect at the time of policy renewal, (iii) such insurance is available at commercially reasonable rates, and (iv) the increased amounts and types of insurance shall not exceed the amounts and types of insurance then being required by prudent, institutional landlords of other Comparable Buildings.

10.7 **Third-Party Contractors**. Tenant shall obtain and deliver to Landlord, certificates of insurance and applicable endorsements on or prior to the commencement of work in or about the Premises by any vendor or other third-party contractor retained or engaged by Tenant (collectively, a "**Third Party Contractor**"). All such insurance shall (i) name the Additional Insureds as additional insureds under such third party's liability policies, (ii) provide a waiver of subrogation in favor of Landlord under such third party's commercial general liability insurance, (iii) be primary and any insurance carried by Landlord shall be excess and non-contributing, and (iv) comply with Landlord's reasonable minimum insurance requirements (which may vary depending on the type of work or vendor taking place in the Premises).

ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 **Repair of Damage from Casualty**. If the Project (or any portion thereof) shall be damaged by a fire or any other casualty (collectively, a "**Casualty**"), (i) Landlord shall promptly and diligently restore Landlord's Insured Property to substantially the same condition as existing prior to the Casualty, except for modifications required by Applicable Laws or the Underlying Documents, and (ii) except as set forth below, Tenant shall promptly and diligently restore Tenant's Insured Property to substantially the same condition as existing prior to the Casualty, except for modifications required by Applicable Laws or the Underlying Documents, or any other modifications deemed desirable by Tenant and approved by Landlord pursuant to Article 8, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord shall have the right, upon notice (the "**Landlord Repair Notice**") to Tenant from Landlord within sixty (60) days following the date the Casualty becomes known to Landlord, to promptly and diligently restore the Original Improvements, Improvements and Alterations, provided such restoration and work shall be competitively bid by Landlord, and, in such event Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under Section 10.3.2 of this Lease for the Original Improvements, Improvements and Alterations; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, Tenant shall have the option to reduce the scope of Landlord's work so the insurance proceeds will be sufficient or the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repair of the damage. All work performed by Tenant pursuant to this Section 11.1 shall be performed in accordance with Article 8 of this Lease. Landlord's obligation to restore Landlord's Insured Property pursuant to this Section 11.1 is subject to actual delays arising from the time needed for Tenant to obtain any license, clearance or other authorization of any kind required for Landlord to enter into and restore the Premises issued by any governmental authority to the extent necessary as a result of the use of Hazardous Materials in, on or about the Premises (collectively referred to herein as "**Hazardous Materials Clearances**"). Tenant shall use diligent good faith efforts to obtain any and all Hazardous Materials Clearances. Within sixty (60) days after the date of the damage, Landlord shall deliver to Tenant an estimate prepared by a qualified, independent, experienced and reputable architect and/or general contractor of the date of completion of the repairs ("**Landlord's Repair Estimate Notice**"). Notwithstanding any contrary provision of this Article 11, the parties hereby agree that the closure of the Project, the Building, the Common Areas, or any part thereof solely to protect public health and which has not arisen from a fire or other casualty shall not constitute a Casualty for purposes of this Lease.

11.2 **Casualty Rent Abatement**. If (i) the Premises (or portions thereof), or portions of the Common Area necessary for the conduct of Tenant's business are damaged by Casualty, and (ii) such Casualty causes all or a material portion of the Premises to be untenantable or unusable by Tenant and Tenant actually ceases to use all or such material portion of the Premises, (items (i) and (ii) are, collectively, "**Casualty Conditions**"), Tenant may, upon written notice to Landlord, immediately abate Base Rent and Tenant's Share of Direct Expenses payable under this Lease for that portion of the Premises rendered untenantable or unusable and not actually used by Tenant due to the Casualty, for the period beginning on the date of the Casualty through (a) if Landlord delivered the Landlord Repair Notice, the date Landlord substantially completes restoration of the Original Improvements, Improvements and Alterations, and Tenant substantially completes restoration of Tenant's Insured Property (to the extent not performed by Landlord) or would have completed restoration of Tenant's Insured Property if Tenant had used reasonable diligence, such that the Premises is tenantable for the Permitted Use (or such earlier date following the Casualty that Tenant conducts business from the Premises, to the extent that Tenant conducts business from

the Premises), or (b) if Landlord did not deliver the Landlord Repair Notice, the earlier of the date that Tenant substantially completes restoration of Tenant's Insured Property such that the Premises are tenantable for the Permitted Use or the date that Tenant would have substantially completed restoration of Tenant's Insured Property if Tenant had used reasonable diligence (or such earlier date following the Casualty that Tenant conducts business from the Premises, to the extent that Tenant conducts business from the Premises). Except as otherwise provided in this Lease including the foregoing Rent abatement, Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from a Casualty.

11.3 **Casualty Termination Rights**.

11.3.1 **Landlord Termination Rights**. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Landlord's Insured Property, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage from Casualty, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, but Landlord may so elect only if Landlord is terminating the leases of similarly situated tenants in the Project, and one or more of the following conditions is present: (i) pursuant to Landlord's Repair Estimate Notice, repairs cannot reasonably be completed within one hundred eighty (180) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the Mortgagee shall require that the insurance proceeds or any portion thereof in excess of Five Million Dollars ($5,000,000.00) be used to retire or terminate the Mortgage; (iii) at least Five Million Dollars ($5,000,000.00) of the damage is not fully covered by Landlord's insurance policies; or (iv) the damage occurs during the last twelve (12) months of the Lease Term.

11.3.2 **Tenant Termination Rights**. (i) If all of the Casualty Conditions are satisfied and the repairs cannot, pursuant to Landlord's Repair Estimate Notice, be completed within one hundred eighty (180) days after the date of discovery of the damage or (ii) the damage occurs during the last twelve (12) months of the Lease Term, Tenant may elect, not later than the later of ninety (90) days after the date of such damage or receipt of Landlord's Repair Estimate, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant. Furthermore, if all of the Casualty Conditions are satisfied, neither Landlord nor Tenant has terminated this Lease, and the repairs required to be completed by Landlord are not actually completed within the longer of two hundred ten (210) days of the date of discovery of the damage, and two (2) months after the date that Landlord originally estimated for completion in the Landlord Repair Estimate Notice, Tenant shall have the right to terminate this Lease during the first five (5) business days of each calendar month following the end of such period until such time as the repairs are complete, by notice to Landlord (the "**Damage Termination Notice**"), effective as of a date set forth in the Damage Termination Notice (the "**Damage Termination Date**"), which Damage Termination Date shall not be less than ten (10) business days nor more than ninety (90) days following the end of each such month. In the event this Lease is terminated in accordance with the terms of this Section 11.3.2, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under items (ii) and (iii) of Section 10.3.2 of this Lease (but expressly excluding Tenant's Property Tenant's Off-Premises Equipment, and Specialized Systems).

11.4 **Waiver of Statutory Provisions**. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Project, and any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Project.

ARTICLE 12

NONWAIVER

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed by the waiving party. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any of the TCCs of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies

by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

ARTICLE 13

CONDEMNATION

If the whole or any part of the Premises, Building or Project shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Project, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, in each case for a period in excess of one hundred twenty (120) days, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority, provided the leases of other similarly situated tenants are also terminated. If more than ten percent (10%) of the rentable square feet of the Premises is taken, or if access to the Premises is substantially impaired, in each case for a period in excess of one hundred twenty (120) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the TCCs of this Lease (including Tenant's Property and Tenant's Off-Premises Equipment), for Alterations paid for by Tenant without reimbursement, and for moving expenses and loss of goodwill, so long as such claims do not diminish the award available to Landlord or its Mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of any such taking. If any part of the Premises shall be taken and this Lease is not terminated, the Rent under this Lease shall be proportionately reduced based on the portion of the Premises subject to the applicable taking. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred twenty (120) days or less, then this Lease shall not terminate but the Base Rent and Tenant's Share of Direct Expenses shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking but nothing herein shall preclude Tenant from seeking a recovery from the condemning authority to the extent Landlord's award is not reduced as a result thereof. Notwithstanding any contrary provision of this Lease, the following governmental actions (whether through regulatory action, ordinance, or otherwise) shall not constitute a taking or condemnation, either permanent or temporary: (i) an action that requires Tenant's business to close during the Lease Term, (ii) an action that limits or temporarily prohibits access to or use of the Building or the Premises, and (iii) an action taken for the purpose of protecting public safety (e.g., to protect against acts of war, the spread of communicable diseases, or an infestation), and no such governmental actions shall entitle Tenant to any compensation from Landlord, or Rent abatement or any other remedy under this Lease.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 **Transfers**. Except for an assignment of this Lease or a sublease of all or a portion of the Premises (each of the foregoing, together with any modifications or amendments to any existing assignments or subleases being referred to herein as a "**Transfer**" and any person or entity to whom any Transfer is made or sought to be made is referred to herein as a "**Transferee**") or except as otherwise provided in this Lease, Tenant shall not mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any other transfer of this Lease or any interest hereunder by operation of law or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees, agents and contractors. Except as otherwise provided in this Lease, Tenant shall not Transfer this Lease or its interest in any portion of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) calculation of the Transfer Premium, as defined in Section

14.3 below, in connection with such Transfer (and reasonably detailed backup with respect to such calculation of such Transfer Premium), the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, provided that Landlord shall have the right to require Tenant to utilize Landlord's commercially reasonable form of consent to Transfer documents in connection with the documentation of Landlord's consent to such Transfer, subject to such reasonable revisions thereto as may be requested by Tenant or the proposed Transferee, and (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof. Any Transfer (which requires Landlord's consent pursuant to this Article 14) made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute an Event of Default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's reasonable, out-of-pocket professional fees (including, without limitation, reasonable attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord (not to exceed, in the aggregate, Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) for a Transfer in the ordinary course of business), within thirty (30) days after written request by Landlord.

14.2 **Landlord's Consent**. Landlord shall not unreasonably withhold, condition or delay its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. Landlord shall approve or disapprove of any proposed Transfer within fifteen (15) business days after receipt of request for approval. If Landlord fails to respond within such fifteen (15) business day period, then Tenant may send Landlord a reminder notice (the "**Transfer Reminder Notice**") setting forth such failure containing the following sentence at the top of such notice in bold, capitalized font at least twelve (12) points in size: **"LANDLORD'S FAILURE TO RESPOND TO THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS SHALL RESULT IN LANDLORD'S DEEMED APPROVAL OF TENANT'S REQUEST FOR TRANSFER."** Any such Transfer Reminder Notice shall include a complete copy of Tenant's Transfer Notice. If Landlord fails to respond within five (5) business days after receipt of a Transfer Reminder Notice, then Tenant's Transfer for which Tenant requested Landlord's approval shall be deemed approved by Landlord. Without limitation as to other reasonable grounds for withholding consent, it shall be reasonable under this Lease and under Applicable Laws for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is engaged in a business with services, products or ideologies of a sexual nature or is generally considered defamatory, or has a primary business purpose or reputation of: (i) of furthering a political candidacy, (ii) of advancing a political stance on one or more issues, or (iii) that is reasonably likely to incite protest, and which is inconsistent with tenants in the Comparable Buildings;

14.2.2 The Transferee (i) has been required by any prior landlord, lender or governmental authority to take remedial action in connection with such Transferee's Hazardous Materials contaminating a property in violation of Applicable Laws, where the contamination resulted from such party's action or use of the property in question, or (ii) is subject to an enforcement order issued by any governmental authority in connection with such Transferee's use, storage, handling, treatment, generation, release or disposal of Hazardous Materials;

14.2.3 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.4 The Transferee is either a governmental agency or instrumentality thereof;

14.2.5 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

14.2.6 The proposed Transfer would cause a violation of another lease, including, without limitation, any exclusive use provision contained therein, for space in the Project, or would give an occupant of the Project a right to cancel its lease; or

14.2.7 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Project at the time of the request for consent and Landlord has then-available comparable sized space in the Project to meet the needs of such proposed Transferee, or (ii) is negotiating with Landlord to lease space in the Project at such time, or (iii) has negotiated with Landlord during the three (3)-month period immediately preceding the Transfer Notice and Landlord has then-available comparable sized space in the Project to meet the needs of such proposed Transferee.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six (6)-month period, enter into

such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any material changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be materially more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14; provided, however, that Landlord must approve or reasonably disapprove the Transfer (or take such other action as may be permitted in connection therewith) within five (5) days after Tenant's re-submission. Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under this Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a declaratory judgment, an injunction for the relief sought, and monetary damages, and Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any successor statute, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all Applicable Laws, on behalf of the proposed Transferee.

14.3 **Transfer Premium**. If Landlord consents to any Transfer, as a condition thereto (which the parties hereby agree is reasonable), Tenant shall pay to Landlord fifty percent (50%) of any Transfer Premium received by Tenant (or any subsequent Transferee, e.g., a sub-subtenant) in connection with the Transfer. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of all Rent, including the Base Rent and Tenant's Share of Direct Expenses payable by Tenant under this Lease during the term of the Transfer (which shall be calculated on a per rentable square foot basis if less than all of the Premises is transferred), after deducting the reasonable, actual, out-of-pocket expenses incurred by Tenant for the Transfer including (i) any changes, alterations and improvements to the Premises in order to procure the particular Transfer, (ii) any market monetary allowances reasonably provided to the Transferee in connection with the Transfer, (iii) any market brokerage commissions in connection with the particular Transfer, (iv) legal fees in negotiating the particular Transfer, (v) any free rent and other concessions provided to the Transferee, (vi) any advertising or marketing costs directly relating to the Transfer, and (vii) any fees paid to Landlord for Landlord's review of the Transfer. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by the Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times upon at least thirty (30) days prior written notice to audit the books, records and papers of Tenant relating to the calculation of any Transfer Premium and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than five percent (5%), Tenant shall pay Landlord's reasonable, out-of-pocket costs of such audit not to exceed $2,000. In connection with such audit, Landlord and Landlord's agents shall follow Tenant's reasonable rules and procedures regarding inspections of Tenant's records, and shall execute a commercially reasonable confidentiality agreement regarding such inspection. Notwithstanding anything set forth herein to the contrary, in no event shall Tenant be required to pay a Transfer Premium in connection with a Permitted Transfer

14.4 **Landlord's Option as to Subject Space**. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant ("**Recapture Notice**") within fifteen (15) business days after receipt of any Transfer Notice that provides for a Transfer of all or substantially all of the Premises for all or substantially all of the remaining Lease Term, to recapture the Subject Space (subject to this Section 14.4). In the event Landlord delivers such Recapture Notice to Tenant, Tenant may rescind its Transfer Notice by giving Landlord notice of such rescission within five (5) business days after receipt of Landlord's Recapture Notice, whereupon Tenant's Transfer Notice and Landlord's Recapture Notice shall be null and void. If Tenant does not rescind its Transfer Notice, then such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed Transfer. In the event of a recapture by Landlord and termination of this Lease with respect to less than the entire Premises, the Base Rent and Tenant's Share of Direct Expenses shall be equitably prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner, to recapture the Subject Space under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to Transfer the Subject Space to the proposed Transferee, subject to the TCCs of this Article 14. Notwithstanding anything herein to the contrary, the terms of this Section 14.4 shall not apply to a Permitted Transfer.

14.5 **Effect of Transfer**. If Landlord consents to any Transfer, (i) the TCCs of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (iii) no Transfer relating to this Lease or

agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space.

14.6 **Occurrence of Default**. Any Transfer shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If there shall be and Event of Default by Tenant under this Lease, Landlord is hereby authorized during such Event of Default to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that an Event of Default by Tenant is occurring hereunder, without any need for confirmation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

14.7 **Permitted Transfers**. Notwithstanding anything to the contrary contained in this Lease, (i) an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant ("**Affiliate**") (which for purposes of this Section 14.7, shall mean an entity which is controlled by, controls, or is under common control with, Tenant as of the Effective Date), (ii) an assignment of the Lease to an entity which acquires all or substantially all of the stock or assets of Tenant or which purchases as an operating unit the business located at the Premises, or (iii) an assignment of the Lease to an entity which is the resulting entity of a merger or consolidation of Tenant during the Lease Term (any such assignee or sublessee described in items (i) through (iii) of this Section 14.7 hereinafter referred to as a "**Permitted Transferee**", and any such assignment or sublease, a "**Permitted Transfer**"), shall not be deemed a Transfer requiring Landlord's consent under this Article 14; provided that (a) Tenant notifies Landlord at least ten (10) days prior to the effective date of any contemplated Permitted Transfer (provided if Tenant is prevented by Applicable Law or confidentiality requirements from disclosing such transaction to Landlord prior to the consummation thereof, Tenant shall provide such notice to Landlord as soon as reasonably practicable) and promptly supplies Landlord with any non-confidential documents or information reasonably requested by Landlord regarding such Permitted Transfer or Permitted Transferee, (b) no Event of Default by Tenant is then occurring under this Lease, and such Transfer is not a subterfuge by Tenant to avoid its obligations under this Lease, (c) Intentionally Deleted, (d) in connection with a Permitted Transfer under (ii) or (iii) above, such Permitted Transferee shall have a tangible net worth (not including goodwill as an asset) sufficient to fulfill its obligations under the assignment or sublease, as applicable, (e) Tenant shall not be relieved from any liability under this Lease, and (f) Tenant and the Permitted Transferee shall execute and deliver to Landlord, prior to the effective date of the Transfer (provided if Tenant is prevented by Applicable Law or confidentiality requirements from disclosing such transaction to Landlord prior to the consummation thereof, Tenant and the Permitted Transferee shall executed and deliver to Landlord as soon as reasonably practicable), Landlord's then-standard commercially reasonable form of acknowledgment representing that the conditions of this Section 14.7 are true and accurate with respect to such Transfer. An assignee of Tenant's entire interest in this Lease who qualifies as a Permitted Transferee may also be referred to herein as a "**Permitted Transferee Assignee**." "**Control**," as used in this Section 14.7, shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of more than fifty percent (50%) of the voting interest in, any person or entity.

14.8 **Change of Control**. For purposes of this Section 14.8, the term "**Change of Control**" shall mean the following: (i) if Tenant is a partnership, limited liability company, or other non-corporate entity, the withdrawal or change, voluntary, involuntary or by operation of law, of more than fifty percent (50%) of the partners, members, or owners, or transfer of more than fifty percent (50%) of partnership, membership, or ownership interests, within a twelve (12)-month period, or the dissolution of the partnership or other entity without immediate reconstitution thereof, and (ii) if Tenant is a corporation, (a) the dissolution, merger, consolidation or other reorganization of Tenant or (b) the sale or other transfer of an aggregate of more than fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (c) the sale, mortgage, hypothecation or pledge of an aggregate of more than fifty percent (50%) of the value of the unencumbered assets of Tenant within a twelve (12)-month period. Tenant must notify Landlord in writing within thirty (30) days after the effectiveness of any such Change of Control (and Tenant shall provide Landlord with such non-confidential information with respect to the Change of Control as may be reasonably requested by Landlord). Landlord's consent shall not be required for a Change of Control unless Tenant (following such Change of Control) does not have a tangible net worth sufficient to fulfill its obligations under this

Lease. In no event shall Tenant be relieved from any liability under this Lease as a result of a Change of Control. Notwithstanding anything to the contrary in this Lease, while Tenant is a publicly traded company, any Change of Control of Tenant effected through the sale or transfer of stocks on a public exchange shall not constitute a Transfer requiring Landlord's consent. Notwithstanding the foregoing or anything to the contrary herein, any Change of Control that is a subterfuge by Tenant to avoid its obligations under this Lease shall constitute an Event of Default hereunder.

ARTICLE 15

SURRENDER OF PREMISES

15.1 **Surrender of Premises**. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 **Removal Requirements**. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear, damage by Casualty or condemnation and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises the following, and repair all damage to the Premises, Building, or Project resulting from such removal, and at Landlord's option, with respect to Removal Items, restore any affected areas to the condition existing immediately prior to installation: (i) all debris and rubbish, (ii) Tenant's Property, and (iii) all Removal Items required to be removed pursuant to the express terms of Section 8.5 of this Lease. With respect to any Alterations that are not Removal Items, Tenant shall deliver to Landlord all necessary user information that is reasonably within Tenant's possession such that the same may be used by a future occupant of the Premises. If Tenant fails to perform the foregoing removal, repair and restoration obligations, then at Landlord's option, either (i) Tenant shall be deemed to be holding over in the Premises and Rent shall continue to accrue in accordance with the terms of Article 16 below, until such work shall be completed, and/or (ii) Landlord may do so and may charge the reasonable, out-of-pocket cost thereof to Tenant. Notwithstanding the foregoing, if there are minor issues with the surrender condition (e.g. minor repairs needed), Landlord shall not have the option to claim that Tenant is in hold over, so long as Tenant has surrendered the Premises to Landlord. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from and against any Losses relating to Tenant's installation, placement, removal or financing of any such Alterations, fixtures and/or equipment in, on or about the Premises or the Project, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

15.3 **Disposal Rights**. Without limiting any other rights or remedies of Landlord, if any of Tenant's Property or Tenant's Off-Premises Equipment are not removed by Tenant upon the expiration of this Lease, or within five (5) business days after any early termination of this Lease, Landlord shall send written notice thereof of such failure and if Tenant fails to remove Tenant's Property or Tenant's Off-Premises Equipment within three (3) business days after such written notice, such Tenant's Property or Tenant's Off-Premises Equipment (as applicable) shall be considered abandoned and Landlord may, at its sole election (and regardless of the value of such property), (i) elect to take ownership of any or all of such property (in which event, subject to the rights of any third parties who have an ownership or security interest in any such property, Landlord may use, sell, or dispose of such property in Landlord's sole discretion), or (ii) store any or all of such property in a public warehouse or elsewhere (including at Landlord's property) for the account, and at the expense and risk, of Tenant. If Landlord elects to store Tenant's Property or Tenant's Off-Premises Equipment, then Tenant shall pay the reasonable, out-of-pocket cost of storing the same to Landlord (based on the actual costs and expenses incurred by Landlord in connection therewith, or if the property is being stored at property owned or controlled by Landlord or its affiliates, based on the then fair market rental value of the applicable space, in all cases as reasonably determined by Landlord). If Landlord elects to store any such personal property in accordance with item (ii) above, then Landlord may thereafter elect to take ownership of such property pursuant to item (i) above at any time prior to Tenant recovering possession of the subject property. The TCCs of this Section 15.3 have been specifically bargained for, and, to the maximum extent permitted by law, Tenant expressly waives the right to receive any notices under California Civil Code Section 1993 et seq., or any other statutory procedures with respect to abandoned personal property.

ARTICLE 16

HOLDING OVER

Unless otherwise agreed upon by Landlord in writing (in Landlord's sole and absolute discretion), if Tenant holds over after the expiration of the Lease Term, such tenancy shall be a tenancy at sufferance, and shall not constitute a renewal hereof or an extension for any further term, and in such case daily damages in any action to recover possession of the Premises shall be one hundred twenty-five percent (125%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease (calculated on a per diem basis) for the first sixty (60) days of such holdover, and one hundred fifty percent (150%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease (calculated on a per diem basis) thereafter. In addition, during such holdover period Tenant shall one hundred percent (100%) of Tenant's Share of Direct Expenses applicable during the last rental period of the Lease Term under this Lease (calculated on a per diem basis). Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to vacate and deliver possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant holds over without Landlord's express written consent, and tenders payment of rent for any period beyond the expiration of the Lease Term by way of check (whether directly to Landlord, its agents, or to a lock box) or wire transfer, the cashing of such check or acceptance of such wire shall be considered inadvertent and not be construed as creating a month-to-month tenancy, provided Landlord refunds such payment to Tenant promptly upon learning that such check has been cashed or wire transfer received. Any holding over without Landlord's express written consent may compromise or otherwise affect Landlord's ability to enter into new leases with prospective tenants regarding the Premises. Therefore, if Tenant fails to vacate and deliver the Premises within thirty (30) days of the termination or expiration of this Lease, in addition to any other Losses to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against all claims made by any succeeding tenant founded upon such failure to vacate and deliver, and any losses suffered by Landlord, including lost profits, resulting from such failure to vacate and deliver. In addition, Tenant shall be liable for all damages (including reasonable attorneys' fees and expenses) of whatever type (including consequential damages) incurred by Landlord as a result of any holding over beyond thirty (30) days after the termination or expiration of this Lease. Tenant agrees that any proceedings necessary to recover possession of the Premises, whether before or after expiration of the Lease Term, shall be considered an action to enforce the terms of this Lease for purposes of the awarding of any attorney's fees in connection therewith.

ARTICLE 17

ESTOPPEL CERTIFICATES; FINANCIAL STATEMENTS

17.1 **Estoppel Certificates**.

17.1.1 **Tenant Estoppel Certificates**. Within ten (10) business days following Tenant's receipt of a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate (or provide written comments to any proposed certificate delivered by Landlord), which, as submitted by Landlord, shall be substantially in the form of **Exhibit E**, attached hereto (or such other form as may be reasonably required by any prospective Mortgagee or purchaser of the Project, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other factual information reasonably requested by Landlord or Mortgagee or prospective purchaser. Any such certificate may be relied upon by any prospective Mortgagee or purchaser of all or any portion of the Project. Tenant shall execute and deliver whatever other commercially reasonable instruments as may be reasonably required for such purposes, provided that (i) such instruments do not materially increase Tenant's obligations or decrease Tenant's rights under this Lease, and (ii) such instruments do not adversely affect Tenant's business operations or use of the Premises. If Tenant fails to timely execute, acknowledge and deliver such estoppel certificate (or provide written comments to any proposed certificate delivered by Landlord), Landlord may provide to Tenant a second written request with respect to such estoppel certificate which written notice must state in bold and all caps "**FAILURE TO RESPOND TO THIS WRITTEN NOTICE WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT HEREOF SHALL CONSTITUTE ACCEPTANCE OF AN ESTOPPEL CERTIFICATE**". If Tenant fails to execute and deliver such certificate (or provide written comments to any proposed certificate delivered by Landlord) within a five (5) business day period following the receipt of Landlord's second written request therefor, such failure shall constitute an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

17.1.2 **Landlord Estoppel Certificates**. Within ten (10) business days following a request in writing by Tenant (but only if required by any prospective Transferee, or lender or investor of Tenant), Landlord shall execute, acknowledge and deliver to Tenant an estoppel certificate (or provide written comments to any proposed certificate delivered by Tenant), which, as submitted by Tenant, shall

be substantially in the form of **Exhibit E**, attached hereto (but with applicable revisions thereto taking into account that Landlord, and not Tenant, will be executing such estoppel certificate) (or such other form as may be reasonably required by Tenant, any prospective Transferee, or lender or investor of Tenant), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other factual information reasonably requested by Tenant, any Transferee or proposed Transferee, or lender or investor of Tenant. Landlord agrees that any statement delivered pursuant to this Section 17.1 may be relied upon by any actual or proposed Transferee, lender or investor of Tenant.

17.2 **Financial Statements**. At any time during the Lease Term (but not more than once in any twelve (12) month period unless in connection with the sale or proposed sale, or the financing/refinancing, of the Project or any portion thereof), Landlord may require Tenant to provide Landlord with current, year to date financial statements and financial statements of the two (2) years prior to the current financial statement year. Prior to receiving any financial statements, Landlord shall execute and deliver to Tenant a commercially reasonable confidentiality agreement in a form reasonably acceptable to Tenant. Such financial statements shall be prepared in accordance with generally accepted accounting principles (or in accordance with another method provided that such financial statements accurately reflect the financial condition of Tenant) and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Notwithstanding the foregoing, so long as Tenant is a publicly-traded company with SEC-compliant financial statements available to Landlord on a public website, Tenant shall not be required to provide Landlord with such financial statements.

ARTICLE 18

SUBORDINATION AND MORTGAGEES

This Lease shall be subject and subordinate to the lien of any mortgage, trust deed or other encumbrances (each, a "**Mortgage**") now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such Mortgage, unless the holders or lessors of such Mortgages (each, a "**Mortgagee**"), require in writing that this Lease be superior thereto; provided, however, Landlord shall provide Tenant a subordination, non-disturbance and attornment agreement in the standard form provided by such Mortgagee with reasonable modifications thereto requested by Tenant in connection with any future Mortgage, which requires such Mortgagee to accept this Lease, and not to disturb Tenant's possession, so long as an Event of Default has not occurred and is not then continuing (a "**SNDA**"), executed by Landlord and the appropriate Mortgagee. In the event any proceedings are brought for the foreclosure or termination of any such Mortgage, Tenant agrees to attorn to the Mortgagee upon any such foreclosure or termination, if so requested to do so by such Mortgagee, and to recognize such Mortgagee as the lessor under this Lease, provided such Mortgagee shall agree to accept this Lease and not disturb Tenant's occupancy, so long as no Event of Default is then occurring. Landlord's interest herein may be assigned as security at any time to any Mortgagee. Tenant shall, within fifteen (15) business days of receipt of a written request by Landlord, execute such further commercially reasonable instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such Mortgage. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale. Should any current or prospective Mortgagee require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, this Lease may be so modified and Tenant shall execute whatever commercially reasonable documents are reasonably required therefor and to deliver the same (or comments thereto) to Landlord within ten (10) business days following receipt of a written request therefor. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall encumber the title of Landlord. Landlord represents and warrants that as of the Effective Date, there are no Mortgages in force against the Building or Project or any part thereof.

ARTICLE 19

EVENTS OF DEFAULT; REMEDIES

19.1 **Events of Default**. In addition to any other Events of Default specified elsewhere in this Lease, the occurrence of any of the following shall constitute an "**Event of Default**" by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due, where such failure continues for five (5) business days after Tenant's receipt of written notice thereof; or

19.1.2 To the extent permitted by Applicable Laws, (i) Tenant or any guarantor of this Lease being placed into receivership or conservatorship, or becoming subject to similar proceedings under

Federal or State law, or (ii) a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or (iii) the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, or (iv) the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of such a proceeding filed against Tenant or any guarantor the same is dismissed within ninety (90) days, or (v) the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within ninety (90) days, or (vi) any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within ninety (90) days; or

19.1.3 Abandonment (as defined by California Civil Code Section 1951.3) of all or materially all of the Premises by Tenant; or

19.1.4 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease or any provision of the Work Letter where, in each instance, such failure continues for more than five (5) business days after Tenant's receipt of written notice thereof from Landlord; or

19.1.5 Intentionally Deleted;

19.1.6 Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after Tenant's receipt of written notice thereof from Landlord; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period (or, as applicable, within the specific time period for Tenant's performance otherwise expressly set forth in this Lease), no Event of Default shall be deemed to have occurred under this Section 19.1.6 if Tenant diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default.

Any notices to be provided by Landlord under this Section 19.1 shall be in lieu of, and not in addition to, any notice required under Section 1161 et seq. of the Code of Civil Procedure, and may be served on Tenant in the manner allowed for service of notices under this Lease.

19.2 **Remedies Upon Event of Default**. Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or for any claim for damages therefor; and Landlord may recover from Tenant the following:

(a) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(d) Any other amount reasonably necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws.

The term "**rent**" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 19.2.1(a) and (b) above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate. As used in Section 19.2.1(c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 If this Lease is terminated prior to the expiration of the Base Rent Abatement Period for any reason other than Landlord's breach of this Lease, as a result of a Casualty or condemnation event, or pursuant to the Termination Option, then Landlord shall have the right, in its sole and absolute discretion, to cause the dollar amount of the unapplied portion of the Base Rent Abatement as of the termination to be converted to a credit to be applied to the Base Rent applicable at the end of the Lease Term, in which event Tenant shall immediately be obligated to begin paying Base Rent for the Premises in full (without regard to the applicable Base Rent Abatement). The acceptance by Landlord of Rent or the cure of any Event of Default shall not be deemed a waiver by Landlord of its rights under this Section 19.2.3.

19.2.4 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1, and 19.2.2 above, or any law or other provision of this Lease), without prior demand or notice except as required by Applicable Laws, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **Subleases of Tenant**. Whether or not Landlord elects to terminate this Lease on account of Event of Default, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4 **Efforts to Relet**. No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.5 **Landlord Default**. Notwithstanding anything to the contrary set forth in this Lease, Landlord shall be in default under this Lease only if Landlord fails to perform any of its obligations hereunder and such failure continues for thirty (30) days after Tenant delivers to Landlord written notice specifying such failure; however, if such failure cannot reasonably be cured within such 30-day period, but Landlord commences to cure such failure within such 30-day period and thereafter diligently pursues the curing thereof to completion, then Landlord shall not be in default hereunder. Except where the provisions of this Lease grant Tenant an express, exclusive remedy, or expressly deny Tenant a remedy, Tenant may pursue all remedies available at law or in equity; provided, however, that any damages recoverable by Tenant shall not include consequential damages caused by such default; in each case, Landlord's liability or obligations with respect to any such remedy shall be limited as provided in Section 30.10 below. All obligations of Landlord under this Lease shall be construed as covenants, not conditions. Except as set forth in Section 7.3, Tenant hereby waives the benefit of any laws granting it the right to perform Landlord's obligations or the right to terminate this Lease or withhold Rent on account of any Landlord default.

19.6 **Mutual Waiver of Consequential Damages**. Notwithstanding anything to the contrary set forth in this Lease, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or any indirect, consequential, or punitive damages of any kind, in each case, however occurring (including, without limitation, in connection with or incidental to a failure to furnish any services or utilities, or any failure to perform any repair or maintenance obligations), or loss to inventory, scientific research, scientific experiments, laboratory animals, products, specimens, samples, and/or scientific, business, accounting and

other records of every kind and description kept at the premises and any and all income derived or derivable therefrom. Notwithstanding anything to the contrary set forth in this Lease, neither Tenant nor the Tenant Parties shall be liable under any circumstances for injury or damage to, or interference with, Landlord's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or any indirect, consequential, or punitive damages of any kind, in each case, however occurring (including, without limitation, in connection with or incidental to Tenant's use or occupancy of the Premises or any failure to perform any repair or maintenance obligations), or loss of or damage to Landlord's real or personal property at the Project or Landlord's business operations, and any income derived or derivable therefrom. The parties acknowledge and agree that any claims made by any succeeding tenant founded upon Tenant's failure to surrender all or any portion of the Premises upon the expiration of the term of the Lease (as that same may be extended), and any lost profits to Landlord resulting therefrom, to the extent expressly provided in Article 16, shall not be deemed interference with Landlord's business, loss of profits, loss of rents or other revenues, consequential damages, loss of business opportunity or loss of goodwill within the limitation set forth in the preceding sentence.

ARTICLE 20

HAZARDOUS MATERIALS

20.1 **Tenant's Obligations**.

20.1.1 **Prohibitions**. Prior to the Phase I Commencement Date, Tenant shall fully and accurately completed Landlord's Environmental Questionnaire (the "**Environmental Questionnaire**"), which is in the form attached as **Exhibit G**. Tenant agrees that except for those chemicals or materials, and their approximate quantities, specifically listed on the Environmental Questionnaire, which Tenant agrees will be used or stored in compliance with all Environmental Laws, neither Tenant nor any Tenant Parties will produce, use, store or generate any Hazardous Materials on, under or about the Premises, nor cause or permit any Hazardous Material to be brought upon, placed, stored, manufactured, generated, blended, handled, recycled, used or Released (as that term is defined below) on, in, under or about the Premises. If any information provided to Landlord by Tenant on the Environmental Questionnaire, or otherwise relating to information concerning Hazardous Materials is intentionally false, incomplete, or misleading in any material respect, the same shall be deemed a default by Tenant under this Lease (subject to the applicable notice and cure period). If the chemicals or materials, or their respective quantities, listed on Tenant's most recent the Environmental Questionnaire materially change, Tenant shall promptly deliver to Landlord an updated Environmental Questionnaire, but in any event Tenant shall deliver to Landlord an updated Environmental Questionnaire within thirty (30) days after Landlord's written request (but no more than once a year). Notwithstanding anything herein to the contrary, Tenant shall be permitted to use, handle and store Hazardous Materials in, on or about the Premises and Project: (i) which are a part of or contained in customary office and janitorial and maintenance supplies and/or equipment, and (ii) which are used in connection with Tenant's Permitted Use; provided such Hazardous Materials are used, handled and stored in compliance with Environmental Laws. Tenant shall not install or permit Tenant Parties to install any underground storage tank on the Premises. For purposes of this Lease, "**Hazardous Materials**" means all flammable explosives, petroleum and petroleum products, waste oil, radon, radioactive materials, toxic pollutants, asbestos, polychlorinated biphenyls ("**PCBs**"), per- and polyfluoroalkyl substances ("**PFAS**"), medical waste, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including without limitation any chemical, element, compound, mixture, solution, substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, or defined as, regulated as or included in, the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Environmental Laws. The term "Hazardous Materials" for purposes of this Lease shall also include any mold, fungus or spores, whether or not the same is defined, listed, or otherwise classified as a "hazardous material" under any Environmental Laws, if such mold, fungus or spores may pose a risk to human health or the environment or negatively impact the value of the Premises. For purposes of this Lease, "**Release**" or "**Released**" or "**Releases**" shall mean any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing, or other movement of Hazardous Materials into, upon, or through the environment. Landlord acknowledges that Tenant may install and use fume hoods in the Premises and that emissions of Hazardous Materials into the air in compliance with all Environmental Laws shall not be considered a Release.

20.1.2 **Notices to Landlord**. Tenant shall notify Landlord in writing as soon as possible but in no event later than five (5) business days after Tenant has actual knowledge of (i) the occurrence of any actual, alleged or threatened Release of any Hazardous Material in, on, under, from, about or in the vicinity of the Premises (whether past or present), regardless of the source or quantity of any such Release, or (ii) any regulatory actions, inquiries, inspections, investigations, directives, or any cleanup, compliance, enforcement or abatement proceedings (including any threatened or contemplated investigations or proceedings) relating to or potentially affecting the Premises, or (iii) any claims by any person or entity

relating to any Hazardous Materials in, on, under, from, about or in the vicinity of the Premises, whether relating to damage, contribution, cost recovery, compensation, loss or injury. Collectively, the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "**Hazardous Materials Claims**". Tenant shall promptly forward to Landlord copies of all orders, notices, permits, applications and other communications and reports in connection with any Hazardous Materials Claims. Additionally, Tenant shall promptly advise Landlord in writing of Tenant's discovery of any occurrence or condition on, in, under or about the Premises that could subject Tenant or Landlord to any liability, or restrictions on ownership, occupancy, transferability or use of the Premises under any Environmental Laws. Tenant shall not enter into any legal proceeding or other action, settlement, consent decree or other compromise with respect to any Hazardous Materials Claims without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to join and participate as a party if Landlord so elects, in such proceedings and in no event shall Tenant enter into any agreements in resolution of, or otherwise related to any Hazardous Materials Claims without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to appear at and participate in, any and all legal or other administrative proceedings concerning any Hazardous Materials Claim. For purposes of this Lease, "**Environmental Laws**" means all applicable present and future laws, statutes, ordinances, rules, regulations, orders, judgments, writs, injunctions, guidance, acts, decrees, permits or common law of any jurisdiction or governmental entity relating to the protection of human health, safety, wildlife or the environment, including, without limitation, (i) all requirements pertaining to reporting, licensing, permitting, investigation and/or remediation of emissions, discharges, Releases, or threatened Releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials; and (ii) all requirements pertaining to the health and safety of employees or the public. Environmental Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9601, et seq., the Hazardous Materials Transportation Authorization Act of 1994, 49 USC § 5101, et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and Hazardous and Solid Waste Amendments of 1984, 42 USC § 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC § 1251, et seq., the Clean Air Act of 1966, 42 USC § 7401, et seq., the Toxic Substances Control Act of 1976, 15 USC § 2601, et seq., the Safe Drinking Water Act of 1974, 42 USC §§ 300f through 300j, the Occupational Safety and Health Act of 1970, as amended, 29 USC § 651 et seq., the Oil Pollution Act of 1990, 33 USC § 2701 et seq., the Emergency Planning and Community Right-To-Know Act of 1986, 42 USC § 11001 et seq., the National Environmental Policy Act of 1969, 42 USC § 4321 et seq., the Federal Insecticide, Fungicide and Rodenticide Act of 1947, 7 USC § 136 et seq., California Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code §§ 25300 et seq., Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code, §§ 25500 et seq., Underground Storage of Hazardous Substances provisions, California Health & Safety Code, §§ 25280 et seq., California Hazardous Waste Control Law, California Health & Safety Code, §§ 25100 et seq., and any other analogous or similar state or local law counterparts, as any of the foregoing may have been or may be from time to time, be amended, supplemented or supplanted, and any Applicable Laws, including without limitation, Environmental Laws that are thereafter adopted, published, or promulgated after the Phase I Commencement Date.

20.1.3 **Releases of Hazardous Materials**. If any Release by Tenant of any Hazardous Material in, on, under, from or about the Premises shall be discovered or occur at any time during the Lease and/or if any other Hazardous Material condition caused by Tenant exists at the Premises that requires response actions of any kind, in addition to notifying Landlord as specified above, Tenant, at its own sole cost and expense, shall (i) promptly comply with any and all reporting requirements imposed pursuant to any and all Environmental Laws, (ii) provide a written certification to Landlord indicating that Tenant has complied with all applicable reporting requirements, and (iii) take any and all necessary investigation, corrective and remedial action required by applicable Environmental Laws, utilizing an environmental consultant reasonably approved by Landlord, all in accordance with the provisions and requirements of this Article 20, including, without limitation, Section 20.4. Notwithstanding anything herein to the contrary, Landlord shall remediate any Hazardous Material to the extent that: (a) such Hazardous Material was not brought into the Building or Project by Tenant; and (b) Landlord's failure to remediate such Hazardous Materials would be in violation of Environmental Laws and would (1) prevent the Improvements or any Alterations from being substantially completed or a certificate of occupancy for the Premises from being issued or maintained, (2) create a material risk to the safety or health of Tenant and its employees, or (3) otherwise materially and adversely affect Tenant's use of or access to the Premises.

20.2 **Compliance with Environmental Laws**. Without limiting the generality of Tenant's obligation to comply with Applicable Laws as otherwise provided in this Lease, Tenant's use of Hazardous Materials at the Premises shall, at its sole cost and expense, comply with all Environmental Laws. Tenant shall obtain and maintain any and all necessary permits, licenses, certifications and approvals appropriate or required for the use, handling, storage, and disposal of any Hazardous Materials used, stored, generated, transported, handled, blended, or recycled by Tenant on the Premises. Landlord shall have a continuing right, without obligation, to require Tenant to obtain, and to review and inspect any and all such permits, licenses, certifications and approvals, together with copies of any and all Hazardous Materials management

plans and programs, any and all Hazardous Materials risk management and pollution prevention programs, and any and all Hazardous Materials emergency response and employee training programs respecting Tenant's use of Hazardous Materials. Upon request of Landlord (but no more than once per year), Tenant shall deliver to Landlord a narrative description explaining the nature and scope of Tenant's activities involving Hazardous Materials.

20.3 **Indemnification**.

20.3.1 **Tenant Indemnification**. Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant shall be solely responsible for and shall protect, defend, indemnify and hold the Landlord Parties harmless from and against any and all Losses including, without limitation, sums paid in settlement of claims, which arise during or after the Lease Term, to the extent arising out of or attributable to Release of Hazardous Materials in, on, under, about, or emanating from the Premises by Tenant or any of the Tenant Parties.

20.3.2 **Limitations**. Notwithstanding anything to the contrary in this Lease, Tenant's indemnity of Landlord as set forth in this Section 20.3.1 above, shall not be applicable to Losses arising out of or based upon (a) the Release of Hazardous Materials by any party other than Tenant or Tenant Parties, or (b) any Hazardous Materials existing in, on, under or about the Phase I Premises as of the Phase I Commencement Date or in, on, under or about the Phase II Premises as of the Phase II Commencement Date, including, without limitation, any discovery, disturbance, or exposure of such Existing Hazardous Materials in connection with Tenant's construction activities, except to the extent that Tenant's construction activities materially worsen or increase the scope, concentration, or migration of such existing Hazardous Materials beyond their condition as of the applicable Commencement Date.

20.3.3 **Landlord Indemnification**. Landlord represents and warrants to Tenant that, as of the Effective Date, Landlord has no actual knowledge of the presence of any Hazardous Materials in violation of Environmental Laws in, on, or under the Project, which are of such a nature that a federal, state, local, municipal or other governmental authority would require removal or other containment, if it had knowledge of the presence of such Hazardous Materials, in the state, and under the conditions that they then exist in the Project, as such Environmental Laws are enforced against and applicable to the Project as of the Effective Date. Without limiting in any way Landlord's obligations under any other provision of this Lease, Landlord shall be solely responsible for and shall indemnify, defend, protect and hold harmless the Tenant and the Tenant Parties from and against any and all Losses to the extent resulting from (i) a breach of Landlord's representation set forth in this Section 20.3.3; (ii) any use, presence, removal, disposal or Release of any Hazardous Materials (whether prior to any Commencement Date or thereafter) by Landlord or any of the Landlord Parties; or (iii) a breach of its obligations under this Section 20.

20.4 **Assurance of Performance**.

20.4.1 **Environmental Assessments In General**. Provided that Landlord gives Tenant no less than five (5) business days prior notice of its entry, complies with Tenant's security measures then in effect and minimizes interference with Tenant's use of and access to the Premises, Landlord may, but shall not be required to, engage from time to time (but no more than once per year) such contractors or consultants as Landlord reasonably determines to be appropriate to perform environmental assessments and Hazardous Materials audits of a scope reasonably determined by Landlord (an "**Environmental Assessment**") to ensure Tenant's compliance with the requirements of this Lease with respect to Hazardous Materials.

20.4.2 **Costs of Environmental Assessments**. All costs and expenses incurred by Landlord in connection with any such Environmental Assessment initially shall be paid by Landlord; provided that if any such Environmental Assessment shows that Tenant has failed to comply with the provisions of this Article 20, then all of the reasonable, out-of-pocket costs and expenses of such Environmental Assessment shall be reimbursed by Tenant as Additional Rent within thirty (30) days after Tenant's receipt of written demand therefor.

20.5 **Tenant's Obligations Upon Surrender**. At the expiration or earlier termination of the Lease Term, Tenant, at Tenant's sole cost and expense, shall: (i) cause an Environmental Assessment of the Premises to be conducted in accordance with Section 15.4; (ii) cause all Hazardous Materials to be removed from the Premises that are Tenant's express obligation to remove under this Article 20 and disposed of in accordance with all Environmental Laws; and (iii) cause to be removed all containers or structures installed or used by Tenant or any of the Tenant Parties to store, convey, or process any Hazardous Materials on the Premises, and cause to be repaired any damage to the Premises caused by such removal; and (iv) deliver to Landlord evidence that it has complied with the terms of items (i), (ii) and (iii) of this Section 20.5, and Landlord shall have the right, upon reasonable prior notice and at reasonable times, to cause Landlord's environmental consultant to inspect the Premises and perform such additional procedures as may be reasonably necessary to confirm that Tenant has removed all Hazardous Materials from the Premises that are Tenant's express obligation to remove under this Article 20. All costs and

expenses incurred by Landlord in connection with any such inspection initially shall be paid by Landlord; provided that if any such inspection shows that Tenant has failed to remove Hazardous Materials from the Premises that are Tenant's express obligation to remove under this Article 20 then the reasonable, out-of-pocket costs and expenses of such inspection shall be reimbursed by Tenant as Additional Rent within thirty (30) days after Tenant's receipt of written demand therefor.

20.6 **Clean-Up**.

20.6.1 **Environmental Reports; Clean-Up**. If any written report, including any report containing results of any Environmental Assessment (an "**Environmental Report**") shall indicate (i) the presence of any Hazardous Materials on, under, about, or emanating from Premises, as to which Tenant has a removal or remediation obligation under Environmental Laws and this Article 20, and (ii) that as a result of same, the investigation, characterization, monitoring, assessment, repair, closure, remediation, removal, or other clean-up (the "**Clean-up**") of any Hazardous Materials is required by any state or local governmental authority, Tenant shall prepare and submit to Landlord within thirty (30) days after receipt of the Environmental Report a comprehensive plan, subject to Landlord's written approval (not to be unreasonably withheld, conditioned or delayed), specifying the actions to be taken by Tenant to perform the Clean-up as required by such governmental authority. Upon Landlord's approval of the Clean-up plan, Tenant shall, at Tenant's sole cost and expense, without limitation on any rights and remedies of Landlord under this Lease, promptly implement such plan with a consultant reasonably acceptable to Landlord and proceed to Clean-up the Hazardous Materials in accordance with all Applicable Laws and as required by such plan. If, within thirty (30) days after receiving a copy of such Environmental Report, Tenant fails either (a) to complete such Clean-up, or (b) with respect to any Clean-up that cannot be completed within such thirty-day period, fails to proceed with diligence to prepare the Clean-up plan and complete the Clean-up as promptly as practicable, then Landlord shall have the right, but not the obligation, and without waiving any other rights under this Lease, to carry out any Clean-up required by any governmental authority having jurisdiction over the Premises, and recover all of the reasonable, out-of-pocket costs and expenses thereof from Tenant as Additional Rent, payable within thirty (30) days after receipt of written demand therefor. Notwithstanding Landlord's ability to take over the Clean-up, Tenant shall still be named as the responsible party and the generator of waste in connection with such Clean-up.

20.6.2 **No Rent Abatement**. Tenant shall continue to pay all Rent due or accruing under this Lease during any Clean-up, and shall not be entitled to any reduction, offset or deferral of any Base Rent or Additional Rent due or accruing under this Lease during any such Clean-up, except as otherwise provided in this Lease.

20.6.3 **Surrender of Premises**. Tenant shall complete any Clean-up prior to surrender of the Premises upon the expiration or earlier termination of this Lease. Tenant shall obtain and deliver to Landlord a letter or other written determination from the overseeing governmental authority confirming that the Clean-up has been completed in accordance with all requirements of such governmental authority and that no further response action of any kind is required for the unrestricted use of the Premises ("**Closure Letter**") unless such governmental authority's standard practices at the relevant time do not provide for such Closure Letter. Upon the expiration or earlier termination of this Lease, Tenant shall also be obligated to close all permits obtained in connection with Hazardous Materials used by Tenant at the Premises and appropriately decommission all equipment, tanks, or systems related to such permits, all in accordance with Applicable Laws.

20.6.4 **Failure to Timely Clean-Up**. Should any Clean-up for which Tenant is responsible for pursuant to this Article 20 not be completed by the expiration or earlier termination of this Lease, or should Tenant not receive the Closure Letter required under Environmental Laws in conjunction with such Clean-up, and such failure to complete the Clean-up or obtain the Closure Letter actually and materially impairs the ability of a successor tenant to occupy and use the Premises, then Tenant shall be liable to Landlord as a holdover tenant (as more particularly provided in Article 16) until Tenant has fully complied with its obligations under this Article 20; provided, however, that if Tenant is diligently pursuing such Clean-up and the receipt of such Closure Letter, the holdover rent payable by Tenant during such period shall be one hundred ten percent (110%) of the Base Rent applicable during the last rental period of the Lease Term (calculated on a per diem basis).

20.7 **Confidentiality**. Unless compelled to do so by Applicable Law or court order, Tenant agrees that Tenant shall not disclose, discuss, disseminate or copy any information, data, findings, communications, conclusions and reports regarding the environmental condition of the Premises to any third party (other than Tenant's consultants, attorneys, property managers, agents, employees, shareholders and potential and actual investors, lenders, business and merger partners, subtenants and assignees that have a need to know such information), including any governmental authority, without the prior written consent of Landlord. In the event Tenant reasonably believes that disclosure is compelled by Applicable Laws or court order, it shall provide Landlord ten (10) days' advance notice of disclosure of confidential information so that Landlord may attempt to obtain a protective order. Tenant may additionally release such information

to bona fide prospective purchasers, investors, lenders, assignees or subtenants, subject to any such parties' written agreement to be bound by the terms of this Article 20.

20.8 **Copies of Environmental Reports**. Within thirty (30) days of receipt thereof, Tenant shall provide Landlord with a copy of any and all environmental assessments, audits, studies and reports regarding Tenant's activities with respect to Tenant's use of Hazardous Materials at the Premises, or ground water beneath the Project, or the environmental condition or Clean-up thereof, including without limitation, all Environmental Reports. Tenant shall be obligated to provide Landlord with a copy of such materials without regard to whether such materials are generated by Tenant or prepared for Tenant, or how Tenant comes into possession of such materials unless doing so would result in a breach of any contractual obligation of Tenant to a third party. Landlord may rely on such reports prepared for Tenant solely for purposes of verifying Tenant's compliance with Article 20, provided that Landlord shall keep such materials confidential and shall not disclose the same to third parties except to Landlord's consultants, lenders, or prospective purchasers.

20.9 **Signs, Response Plans, Etc**. Tenant shall be responsible for posting on the Premises any signs required under Applicable Laws, including without limitation, Environmental Laws with respect to Tenant's use of Hazardous Materials at the Premises. Tenant shall also complete and file any business response plans or inventories required by any Applicable Laws, including without limitation, Environmental Laws with respect to Tenant's use of Hazardous Materials at the Premises. Tenant shall concurrently file a copy of any such business response plan or inventory with Landlord.

20.10 **Survival**. Each covenant, agreement, representation, warranty and indemnification made by Tenant or Landlord set forth in this Article 20 shall survive the expiration or earlier termination of this Lease and shall remain effective until all of such party's obligations under this Article 20 have been completely performed and satisfied.

ARTICLE 21

SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 8 of the Summary, as security for the faithful performance by Tenant of all of its obligations under this Lease. If any Tenant Event of Default occurs with respect to any provisions of this Lease, including, but not limited to, the provisions relating to the payment of Rent, or the removal requirements in Article 15, Landlord may, without notice to Tenant, but shall not be required to, apply all or any part of the Security Deposit for the payment of any Rent or any other sum in Event of Default. Tenant shall, within fourteen (14) days of demand therefor, restore the Security Deposit to its original amount (including, without limitation, during any eviction moratorium, to the extent allowed by Applicable Laws). Tenant's failure to timely restore the Security Deposit to its original amount shall constitute an Event of Default under this Lease with no requirement for any additional notice or cure period. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default. Any unapplied portion of the Security Deposit shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within thirty (30) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby irrevocably waives and relinquishes any and all rights, benefits, or protections, if any, Tenant now has, or in the future may have, under Section 1950.7 of the California Civil Code, any successor statute, and all other provisions of law, now or hereafter in effect, including, but not limited to, any provision of law which (i) establish the time frame by which a landlord must refund a security deposit under a lease, or (ii) provide that a landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by a tenant, or to clean the subject premises. Tenant acknowledges and agrees that (a) any statutory time frames for the return of a security deposit are superseded by the express period identified in this Article 21 above, and (b) rather than be so limited, Landlord may claim from the Security Deposit (1) any and all sums expressly identified in this Article 21 above, and (2) any additional sums reasonably necessary to compensate Landlord for any and all losses or damages caused by the occurrence of a Tenant Event of Default under this Lease, including, but not limited to, all damages or rent due upon termination of this Lease pursuant to Section 1951.2 of the California Civil Code.

ARTICLE 22

SUBSTITUTION OF OTHER PREMISES

Landlord shall not no right to relocate Tenant.

ARTICLE 23

SIGNS

23.1 **Full Floors**. If the Premises comprise an entire floor of the Building, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, at Landlord's sole cost and expense for the initial identification signage, may install identification signage anywhere in the Premises (including, but not limited to, in the elevator lobby of the Premises), provided that such signs must not be visible from the exterior of the Building.

23.2 **Multi-Tenant Floors**. If other tenants occupy space on the floor of the Building on which the Premises is located, Tenant's identifying signage shall be provided by Landlord, at Landlord's cost, and such signage shall be comparable to that used by Landlord for other similar floors in the Building and shall comply with Landlord's Building standard signage program. Any subsequent changes to Tenant's identifying signage shall be at Tenant's sole cost and expense following Tenant's receipt of Landlord's consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed).

23.3 **Building Directory**. If a building directory is located in the lobby of the Building, Tenant shall have the right, at Landlord's sole cost and expense, to designate one (1) name strip on such directory. Any subsequent changes to Tenant's name strip shall be at Tenant's sole cost and expense following Tenant's receipt of Landlord's consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed).

23.4 **Tenant's Signage**. Tenant shall, to the extent allowed pursuant to Applicable Laws, be entitled to install one (1) monument signage strip located on the existing Building monument sign (the exact location of such signage strip to be designated by Landlord from the available spaces on such monument sign) (the "**Tenant Signage**"). Tenant Signage shall set forth Tenant's name or logo as determined by Tenant; provided, however, in no event shall the Tenant Signage include an "Objectionable Name or Logo," as that term is defined below. The graphics, materials, color, design, lettering and specifications of the Tenant Signage (collectively, the "**Sign Specifications**") shall be subject to the prior written reasonable approval of Landlord, not to be unreasonably withheld, conditioned or delayed, and shall be consistent and compatible with the quality and nature of the Project and the monument signage of other tenants of the Building. In no event shall Tenant's Signage (nor any signage provided by or to Tenant) contain content which is generally considered pornographic, obscene or defamatory, or consists of any material or activity with a primary context (I) aimed at furthering a political candidacy, (II) advancing a political stance, or (III) that is reasonably likely to incite protest (an "**Objectionable Name or Logo**"). The parties hereby agree that neither the name "Olema Pharmaceuticals, Inc.", nor any reasonable derivative thereof, shall be deemed an Objectionable Name or Logo. The initial Tenant's Signage shall be provided by Landlord, at Landlord's cost. Any subsequent changes to Tenant's Signage shall be at Tenant's sole cost and expense following Tenant's receipt of Landlord's consent thereto (which consent may be withheld in Landlord's reasonable discretion). Should the Tenant Signage require repairs and/or maintenance, as determined in Landlord's reasonable judgment, Landlord shall cause such repairs and/or maintenance to be performed at Landlord's sole cost and expense. Upon the expiration or earlier termination of this Lease (or within twenty (20) business days following Tenant's receipt of written notice from Landlord that Tenant's rights to such Tenant Signage have terminated as contemplated in the last sentence of this Section 23.4), Tenant shall, at Tenant's sole cost and expense, cause the Tenant Signage to be removed and shall cause the area in which such Tenant Signage was located to be restored to the condition existing immediately prior to the installation of such Tenant Signage. If Tenant fails to timely remove such Tenant Signage or to restore the areas in which such Tenant Signage was located, as provided in the immediately preceding sentence, then Landlord may perform such work, and all reasonable and actual costs incurred by Landlord in so performing shall be reimbursed by Tenant to Landlord within thirty (30) days after Tenant's receipt of an invoice therefor together with reasonable documented evidence of such costs. The terms of this Section 23.4 shall survive the expiration or earlier termination of this Lease. The rights contained in this Section 23.4 shall terminate upon Tenant's failure to lease at least 30,000 rentable square feet of space in the Project.

23.5 **Prohibited Signage and Other Items**. Any signs, notices, logos, pictures, names or advertisements which are installed outside of the Premises or visible from the exterior of the Premises and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Except for Tenant's Signage, Tenant may not install any signs on the exterior or roof of the Project or in any Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 24

COMPLIANCE WITH LAW

24.1 **Tenant's Compliance Obligations**. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way violate any law, statute, ordinance or other rule, directive, order, regulation or requirement of any governmental entity or governmental agency now in force or which may hereafter be enacted or promulgated (collectively, "**Applicable Laws**"). Subject to Landlord's obligations under this Lease, including without limitation Section 24.2, at its sole cost and expense, Tenant shall promptly comply with all Applicable Laws (including the making of any alterations to the Premises required by Applicable Laws not arising from a preexisting violation of Applicable Laws) which relate to (i) Tenant's use of the Premises, (ii) Tenant's Repair Obligations, and (iii) Tenant's Insured Property. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant, at its sole cost and expense, shall comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

24.2 **Landlord's Compliance Obligations**. Landlord shall comply with all Applicable Laws relating to Landlord's Repair Obligations and Landlord's Insured Property, to the extent that Landlord's failure to comply therewith (i) would subject the certificate of occupancy for the Building to suspension or cancellation or would prohibit Tenant from obtaining or maintaining a certificate of occupancy, or any other permit, license, or approval, for the Premises allowing for the Permitted Use, (ii) would unreasonably and materially affect the safety of Tenant's employees or create a health hazard for Tenant's employees, (iii) would materially increase Tenant's obligations under this Lease, or materially decrease Tenant's rights under this Lease; or (iv) is required to be remedied by order of a governmental authority. If any changes are required to areas of the Project that are subject to Landlord's Repair Obligations or Landlord's Insured Property as a result of Tenant's Alterations, or specific use of the Premises for a use other than the Permitted Use or Tenant's use of the Premises at an occupancy density in excess of the density reasonably derivable from the Approved Working Drawings, then Landlord shall notify Tenant. If Tenant elects to proceed with Tenant's Alterations or continue with such specific use of the Premises or Tenant's occupancy density in excess of one (1) person per one hundred fifty (150) rentable square feet of the Premises, Landlord shall make such changes at Tenant's sole cost and expense, provided such costs shall be limited to the reasonable, out-of-pocket costs incurred by Landlord. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Article 24 to the extent permitted and not prohibited by the terms of Article 4 above.

24.3 **Certified Access Specialist**. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (i) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp reasonably approved by Landlord; and (ii) Tenant's and Landlord's respective obligations for making any improvements or repairs to correct violations of construction-related accessibility standards shall be as set forth in Sections 24.1 and 24.2 above.

24.4 **Permits**. Tenant shall, at Tenant's sole cost and expense, apply for, seek and obtain prior to the date on which Tenant commences occupancy of all or any portion of the Premises all necessary state and local licenses, permits (including, without limitation, all Environmental Permits) and approvals needed for the operation of Tenant's business in the Premises and/or Tenant's Off-Premises Equipment, including any and all necessary permits and approvals directly or indirectly relating or incident to the conduct of its activities on the Premises, its scientific experimentation, transportation, storage, handling, use and disposal of any Hazardous Materials or laboratory specimens (collectively, the "**Required Permits**"); provided, however, that Required Permits shall not include any permits, certificates of occupancy, licenses, approvals or entitlements that are the responsibility of Landlord under this Lease or that relate to the Base Building, Improvements, Landlord's Repair Obligations, Landlord's Insured Property and/or the development, construction or operation of the Building as a first-class life sciences project. Tenant shall thereafter maintain all Required Permits. Tenant, at Tenant's expense, shall at all times comply with the terms and

conditions of each Required Permit. Within ten (10) business days of Tenant's receipt of such request by Landlord, Tenant shall furnish Landlord with copies of all Required Permits.

ARTICLE 25

LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days of when due, then Tenant shall pay to Landlord a late charge equal to three percent (3%) of the overdue amount; provided, however, with regard to the first such failure in any twelve (12) month period, Landlord will waive such late charge to the extent Tenant cures such failure within five (5) business days following Tenant's receipt of written notice from Landlord that the same was not received when due. The parties agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such late payment by Tenant. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) days after the date they are due shall bear interest from the date when due until paid at an annual interest rate (the "**Interest Rate**") equal to the lesser of (i) the annual "**Bank Prime Loan**" rate cited in the Federal Reserve Statistical Release Publication H.15(519), published weekly (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published), plus two (2) percentage points, and (ii) the highest rate permitted by Applicable Laws.

ARTICLE 26

LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

26.1 **Landlord's Cure**. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent, if any, otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, and such failure shall continue in excess of the time allowed under Section 19.1.6 above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder. During the occurrence and continuance of an Event of Default, Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect. Prior to commencing any cure or incurring any expense for the account of Tenant pursuant to this Section 26.1, Landlord shall deliver written notice to Tenant of its intent to effect such cure, and shall reasonably cooperate with Tenant if Tenant has already commenced and is diligently pursuing such cure on its own account.

26.2 **Tenant's Reimbursement**. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within thirty (30) days after receipt from Landlord of statements therefor: sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 27

ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times (during Building Hours with respect to items (i) and (ii) below unless otherwise agreed by Tenant in its reasonable discretion) and upon at least one (1) full business day's prior notice to Tenant (except in the case of an emergency, in which case no prior notice is required, and except in the case of item (iv), where Landlord's entry could reasonably be expected to result in material interference with Tenant's business or item (ii), where Landlord intends to show the Premises to a known competitor of Tenant, in which cases at least five (5) business days' prior notice to Tenant shall be required) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, or to current or prospective Mortgagees or insurers, or during the last six (6) months of the Lease Term (or at any time during which there is a continuing monetary or material non-monetary Event of Default under this Lease), to prospective tenants; (iii) post notices of non-responsibility; or (iv) perform Landlord's Repair Obligations or Modifications. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any reasonable time without notice to (a) perform regularly recurring services required of Landlord, including janitorial service; (b) take possession due to an ongoing Event of Default (after expiration of any applicable notice and cure period) in the manner provided herein; and (c) perform any covenants of Tenant which Tenant fails to perform after expiration of any applicable notice and cure period. Landlord may make any such entries without the abatement of Rent, except as otherwise

provided in this Lease, and may take such reasonable steps as required to accomplish the stated purposes; provided, however, any such entry (other than under (b) above) shall be performed in a manner so as not to unreasonably interfere with Tenant's use of or access to the Premises and, except for (*x*) emergencies, or (*y*) repairs, alterations, improvements or additions required by Applicable Laws, shall be performed after normal business hours if reasonably practical. Provided Landlord complies with the terms of this Article 27, Tenant hereby waives any Losses for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and Secured Areas, including special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any reasonable means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. In exercising its rights pursuant to this Article 27, Landlord shall use commercially reasonable efforts to prevent any material interference with Tenant's use of, or access to, the Premises, and promptly finish any work for which it entered and promptly repair any damage caused to the Premises by Landlord or anyone accessing the Premises under this Article. Tenant shall at all times, except in the case of emergencies or where Tenant does not make an escort reasonably available, have the right to escort Landlord or any Landlord Parties while the same are in the Premises. Notwithstanding anything to the contrary set forth in this Article 27, Tenant may reasonably designate in writing certain reasonable areas of the Premises as "**Secured Areas**" to the extent Tenant requires such areas for the protection of confidential information, proprietary materials, regulated materials, sensitive equipment, or to comply with Tenant's reasonable safety, security or regulatory requirements. Landlord shall not enter such Secured Areas except (a) in the event of an emergency, or (b) subject to the terms of this Lease, to perform Landlord's repair, maintenance or compliance with Applicable Laws obligations under this Lease, and then in accordance with Tenant's reasonable security, safety and confidentiality protocols. Access to the Premises by Landlord shall be in accordance with Tenant's reasonable security, safety and confidentiality requirements as Tenant may reasonably adopt from time to time, provided that such requirements do not materially interfere with Landlord's rights or obligations under this Lease or emergency access, and may include a requirement that persons entering the Premises execute Tenant's reasonable confidentiality and nondisclosure agreement.

ARTICLE 28

TENANT PARKING AND TRANSPORTATION

28.1 **Parking Passes**. Tenant shall be entitled to use throughout the Lease Term, commencing on the Phase I Commencement Date, the amount of unreserved and reserved parking passes set forth in Section 9 of the Summary, which parking passes shall pertain to the Project's parking facilities (the "**Parking Facilities**") at no additional cost. The number of Tenant's unreserved parking passes allocated to Tenant under this Lease shall be free of charge for the Lease Term (including the Option Term) (except that Tenant shall remain responsible for paying any parking taxes or other charges imposed by governmental authorities in connection with Tenant's use of such parking, as more particularly described below). Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the use of such parking passes by Tenant or the use of the Parking Facilities by Tenant, if any. The parking passes used by Tenant pursuant to this Article 28 are provided to Tenant solely for use by Tenant's own personnel and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant (nor may parking passes be shared among Tenant's personnel or with any party other than the particular party to whom each such pass has been issued) without Landlord's prior approval (which shall not be unreasonably withheld, conditioned or delayed), except to a Permitted Transferee or another assignee or subtenant consented to by Landlord in accordance with Article 14 above.

28.2 **Use of Parking Facilities**. With respect to Tenant's use of the Parking Facilities, Tenant shall abide by all reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the Parking Facilities, including any sticker or other identification system reasonably established by Landlord, and Tenant will cooperate in seeing that Tenant's employees and visitors comply with such rules and regulations. Landlord may, at any time, institute valet assisted parking, tandem parking stalls, "stack" parking, or other parking program within the Parking Facilities, the cost of which shall be included in Operating Expenses. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord.

28.3 **Transportation Management**. Tenant shall, at no additional cost, fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Project, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

28.4 **EV Charging Stations**. As of the Effective Date, the Parking Facilities contain forty (40) parking spaces serviced by electric vehicle charging stations. Tenant shall have the right to use any electric

vehicle charging stations at the Parking Facilities installed and maintained by Landlord in unreserved areas of the Parking Facilities on a first-come, first-serve basis.

ARTICLE 29

SUSTAINABILITY AND WELLNESS

29.1 **Sustainability and Wellness Requirements**. Landlord's ownership and operation of the Project is informed by an awareness of best practices within the commercial real estate industry concerning sustainability and wellness of the Building and its occupants. In connection therewith, Landlord may, in its reasonable discretion, provided the same are at no material cost or material administrative burden to Tenant, (i) implement a green cleaning program, a recycling program (which may include, without limitation, a requirement that Tenant separate waste appropriately so that it can be efficiently processed by Landlord's particular recycling contractors), Building wellness program, energy efficiency program, or other standards for efficient operation and management of the Building or Project (collectively, as the same may be updated by Landlord from time to time, "**Sustainability and Wellness Programs**"), and (ii) pursue and/or maintain certification(s) for the Building and/or Project (or any portion thereof) under the U.S. Green Building Council's Leadership in Energy and Environmental Design ("**LEED**"), Fitwel, WELL, and/or ENERGY STAR certification or other applicable certification agency (any of the foregoing, a "**Sustainability and Wellness Certification**"). The Sustainability and Wellness Programs and Sustainability and Wellness Certifications are, collectively, the "**Sustainability and Wellness Initiatives**", and any sustainability and wellness practices and requirements with respect to the Building and/or the Project established by Landlord to implement the Sustainability and Wellness Initiatives are, collectively, as the same may be updated by Landlord from time to time, "**Sustainability and Wellness Requirements**". Nothing contained in this Section 29.1 shall obligate Landlord to incur any costs or expenses that are not otherwise an obligation of Landlord pursuant to the other TCCs of this Lease.

29.2 **Tenant's Compliance**. Tenant shall use commercially reasonable efforts to comply with (and cause its employees, vendors, and contractors use commercially reasonable efforts to comply with) all Sustainability and Wellness Requirements and the terms of any Sustainability and Wellness Initiatives and otherwise cooperate with Landlord in connection with Landlord's efforts in connection therewith, which compliance and cooperation may include, without limitation, (i) Tenant's compliance with certain standards pertaining to the purchase of materials used in connection with the performance of Tenant's Repair Obligations and/or any Alterations or Improvements undertaken by the Tenant in the Project, and (ii) Tenant sharing with Landlord documentation pertaining to any of Tenant's Repair Obligations, Alterations or Improvements undertaken by Tenant in the Project, Tenant's billing information pertaining to trash removal and recycling related to Tenant's operations in the Project, and otherwise providing Landlord with any documentation reasonably requested by Landlord in order to obtain or maintain any Sustainability and Wellness Certification(s); provided, however, that the Sustainability and Wellness Initiatives and the Sustainability and Wellness Requirements do not materially disrupt or otherwise interfere with Tenant's operations in the Premises, and Tenant shall not be required to incur any material out-of-pocket cost in connection therewith, except for costs and expenses of Tenant's compliance with the Sustainability and Wellness Initiatives and the Sustainability and Wellness Requirements to the extent such costs are commercially reasonable and customary for comparable laboratory facilities. Tenant shall not perform any alterations which negatively impact the Project's LEED rating. A description of Landlord's then-existing Sustainability and Wellness Initiatives for the Project, and the terms of any Sustainability and Wellness Requirements will be provided to Tenant upon written request, and any inquiries from Tenant concerning Sustainability and Wellness Requirements or Landlord's sustainability efforts in general may be directed to sustainability@kilroyrealty.com.

29.3 **Utility Information**. Tenant hereby acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to Applicable Laws or in connection with Sustainability and Wellness Initiatives, and Tenant hereby (i) consents to all such disclosures, and (ii) acknowledges that Landlord shall not be required to notify Tenant of any disclosures. In the event that Tenant is permitted to contract directly for the provision of electricity, gas, water or other utility services to the Premises with the third-party provider as described in Article 6, then (x) Tenant shall provide Landlord a copy of every invoice for such services within twenty (20) business days following Tenant's receipt of Landlord's written request, and (y) upon request of Landlord, Tenant shall provide Landlord with written authorization to any such utility company to release utility consumption information to Landlord (and such other information or authorization(s) as may be necessary for any such utility company to provide such information to Landlord). In addition, Tenant shall otherwise cooperate with Landlord (at no material cost to Tenant) as reasonably necessary for Landlord to obtain information and data on the energy and other utility services being consumed at the Premises, and Tenant agrees to take such further actions as are necessary in connection with the same (or to otherwise further the purposes of this paragraph). Any utility information provided by Tenant to Landlord hereunder shall be considered confidential information and subject to the terms of Section 30.23 below. The terms of this paragraph shall survive the expiration or earlier termination of this Lease.

ARTICLE 30

MISCELLANEOUS PROVISIONS

30.1 **Terms; Captions**. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

30.2 **Binding Effect**. Subject to all other provisions of this Lease, each of the TCCs of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

30.3 **No Air Rights**. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises is temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

30.4 **Transfer of Landlord's Interest**. Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and in the event of any such transfer, provided that such transferee assumes all of Landlord's obligations under this Lease in writing, (i) Landlord shall automatically be released from all liability under this Lease arising from and after the date of transfer, (ii) Tenant shall look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer, (iii) such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and (iv) Tenant shall attorn to such transferee. Landlord may also assign its interest in this Lease to a Mortgagee as additional security, but such an assignment shall not release Landlord from its obligations hereunder and Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

30.5 **Prohibition Against Recording or Publication**. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded or otherwise published by Tenant or by anyone acting through, under or on behalf of Tenant.

30.6 **Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant.

30.7 **Time of Essence**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

30.8 **Partial Invalidity**. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

30.9 **No Warranty**. In executing and delivering this Lease, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item included in Direct Expenses or the amount of Direct Expenses in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

30.10 **Landlord Exculpation**. The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Building, including all proceeds thereof (including, without limitation, any and all sales, insurance, condemnation, and rental proceeds thereof). Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 30.10 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is

a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties nor Tenant nor Tenant nor any Tenant Parties shall be liable under any circumstances for consequential damages, injury or damage to, or interference with, the other's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring, other than Tenant's liability to Landlord for holding over pursuant to Article 16 of this Lease.

30.11 **Entire Agreement**. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto (including, without limitation, any confidentiality agreement, letter of intent, request for proposal, or similar agreement previously entered into between Landlord and Tenant in anticipation of this Lease) or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the TCCs of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

30.12 **Right to Lease**. Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.

30.13 **Force Majeure**. Notwithstanding anything to the contrary contained in this Lease (but subject to the remaining TCCs of this Section 30.13), any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period of time equal to any such prevention, delay or stoppage. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Notwithstanding the foregoing or anything to the contrary contained in this Lease, in no event shall Force Majeure: (a) excuse Tenant's obligations to pay Rent and other charges due pursuant to this Lease, or excuse Landlord's obligations to pay any sums or other amounts due pursuant to this Lease, or (b) entitle either party to terminate this Lease, except as allowed pursuant to Articles 11 and 13 of this Lease, or (c) excuse Tenant's obligations under Section 10.3 of this Lease, or (d) excuse Tenant from paying for utilities whether to Landlord or a utility provider, or (e) permit Tenant to interfere with other tenants and occupants at the Project or create or cause a nuisance or disturbance at the Project.

30.14 **Notices**. All notices, demands, statements or communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder shall be in writing, shall be (i) delivered by a nationally recognized overnight courier, (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered personally. Any such Notice shall be delivered (a) to Tenant at the appropriate address set forth in Section 10 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (b) to Landlord at the addresses set forth in Section 11 of the Summary, or to such other firm or to such other place as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given on the date of receipted delivery, of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no Notice was given. If Tenant is notified of the identity and address of any Mortgagee, Tenant shall give to such Mortgagee written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such Mortgagee shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant. The party delivering any Notice shall use commercially reasonable efforts to provide a copy of each such Notice to the receiving party via electronic mail.

30.15 **Joint and Several**. If the "Tenant" under this Lease is comprised of more than one legal entity and/or persons, then the obligations imposed upon Tenant under this Lease shall be joint and several.

30.16 **Authority**. Each party hereby represents and warrants to the other party that it is a duly formed and existing entity qualified to do business in California and will remain so during the Lease Term, and has full right and authority to execute and deliver this Lease, and that each person signing on behalf of

such party is authorized to do so. Tenant shall, within ten (10) days after receipt of Landlord's request, deliver to Landlord satisfactory written evidence of (i) good standing in Tenant's state of incorporation and (ii) qualification to do business in the state in which the Project is located.

30.17 **Attorneys' Fees**. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

30.18 **Governing Law; WAIVER OF TRIAL BY JURY**. This Lease shall be construed and enforced in accordance with the laws of the State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

30.19 **Submission of Lease**. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

30.20 **Brokers**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 12 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Landlord shall pay the Brokers pursuant to separate written agreements with the Brokers. Each party shall indemnify and defend the other party against and hold the other party harmless from and against any and all Losses with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party.

30.21 **Independent Covenants**. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord, except as expressly set forth in this Lease.

30.22 **Project or Building Name and Signage**. Landlord shall have the right at any time to change the address or name of the Project or Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building (other than the Premises) as Landlord may, in Landlord's sole discretion, desire; provided such signage does not adversely affect or interfere with Tenant's signage or rights under this Lease. Tenant shall not use the name of the Project or Building, or the name or logo of Landlord (or any of its affiliates), or use pictures or depictions of the Project or Building, in advertising or other publicity (including, without limitation, any websites or social media accounts) or for any purpose, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may use the name of the Building and Project as an element of Tenant's address with respect to the business to be conducted by Tenant in the Premises.

30.23 **Confidentiality; Press Releases**. The content of this Lease and any related amendments, agreements and documents are confidential information. Landlord and Tenant shall keep such information strictly confidential and shall not disclose such confidential information to any person or entity other than (i) such party's respective financial, legal, space planning and construction consultants, and such party's parent, subsidiary or other affiliated companies, their partners, lenders, banks, auditors, underwriters, and attorneys and similar professionals, (ii) as may be required to enforce the provisions of this Lease, or (iii) as may be required to comply with Applicable Laws or any court order. In addition, notwithstanding the

foregoing or anything to the contrary herein, Landlord and Tenant shall be entitled to (a) disclose information relating to this Lease to the extent necessary to comply with the disclosure or regulatory requirements of the S.E.C., IRS or similar entities, or in connection with other S.E.C., IRS or other regulatory filings customarily made by publicly traded REIT entities; (b) disclose information relating to this Lease on earnings calls and/or at investor meetings, and (c) issue press releases in the ordinary course of business announcing that such party has entered into the Lease, including customary disclosures; provided that prior to issuing any such press release, the issuing party shall provide the other party with an advance courtesy copy of any press release prior to publication of the same, and will make reasonable, factual modifications requested by such other party (such modifications to be requested in a timely manner, taking into consideration the anticipated date of the press release); provided further that, to the extent Landlord elects to issue a press release prior to Tenant making such election, Landlord hereby agrees that, upon Tenant's request, Landlord shall permit Tenant to issue a press release concurrently with Landlord's initial press release.

30.24 **Modifications**. During the Lease Term, Landlord may renovate, improve, alter, or modify (including temporary closures of the same) (collectively, the "**Modifications**") the Project, the Building and/or the Premises, including without limitation the Parking Facilities, Common Areas, and/or Base Building, which Modifications may include, without limitation, (i) installing sprinklers in the interior Common Areas and leased spaces, (ii) modifying the Common Areas and leased spaces to comply with Applicable Laws, including regulations relating to the physically disabled, seismic conditions, and building safety and security, (iii) installing new floor covering, lighting, and wall coverings in the interior Common Areas, and (iv) re-striping or reconfiguring the Parking Facilities. In connection with any Modifications, Landlord may, among other things, erect scaffolding or other necessary structures at the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Notwithstanding anything herein to the contrary, Landlord shall use commercially reasonable efforts in the performance of any Modifications to (i) minimize interference with Tenant's use of the Premises and Project Parking Facilities, access thereto, and services and facilities furnished or available thereto, (ii) not reduce Tenant's usable space of the Premises or number of parking spaces reasonably available in the Project Parking Facilities; and (iii) Landlord shall repair all damage caused by the Modifications and restore any affected areas of the Premises to the condition existing immediately prior to such work. Provided Landlord complies with the terms of this Section 29.24, except as otherwise set forth herein, such Modifications and Landlord's actions in connection with such Modifications shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Except as otherwise provided herein or arising from the gross negligence, willful misconduct, breach of this Lease, or violation of Applicable Law by Landlord, its agents, employees, or contractors, Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Modifications, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises resulting from the Modifications or for any inconvenience or annoyance occasioned by such Modifications. Landlord shall perform such Modifications in compliance with all of the terms of this Lease, and shall use commercially reasonable efforts to have all such work performed on a continuous basis, and once started, to be completed reasonably expeditiously, with such work being organized and conducted in a manner which will minimize any interference to Tenant's business operations in the Premises.

30.25 **No Violation**. Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any Losses arising from Tenant's breach of this warranty and representation.

30.26 **Covenant of Quiet Enjoyment**. Landlord covenants that Tenant, so long as Tenant is not in default of this Lease beyond applicable notice and cure periods, Tenant shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the TCCs, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

30.27 **No Discrimination**. Tenant covenants by and for itself, its heirs, executors, administrators, assigns, agents and employees, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, age, religion, marital status, veteran's status, disability, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Premises.

30.28 **Prohibited Persons; Foreign Corrupt Practices Act and Anti-Money Laundering**. Tenant represents and warrants to Landlord that neither Tenant nor, to Tenant's knowledge, any of its

affiliates, is a person or entity with whom U.S. persons or entities are restricted from doing business under (i) the Patriot Act (as defined below), (ii) any other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") (including any "blocked" person or entity listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and any modifications thereto or thereof or any other person or entity named on OFAC's Specially Designated Blocked Persons List) or (iii) any other U.S. statute, Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action (collectively, "**Prohibited Persons**"). Tenant further represents and warrants to Landlord that Tenant and, to Tenant's knowledge, its employees and all persons acting on its behalf have at all times fully complied with, and are currently in full compliance with, the Foreign Corrupt Practices Act of 1977 and any other applicable anti-bribery or anti-corruption laws. Tenant agrees that Tenant is not entering into this Lease, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. As used herein, "**Patriot Act**" shall mean the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) and all other statutes, orders, rules and regulations of the U.S. government and its various executive departments, agencies and offices interpreting and implementing the Patriot Act.

30.29 **REIT Provisions**. Landlord and/or one or more of its affiliates (each, a "**REIT Affiliate**") qualifies as a real estate investment trust (a "**REIT**") within the meaning of Sections 856-860 of the Internal Revenue Code of 1986, as amended ("**IRS Code**"). As a result, avoiding (i) the loss of REIT status, (ii) the receipt of any income that does not constitute "rents from real property" within the meaning of Section 856(d) of the IRS Code, (iii) the ownership of nonqualifying assets for purposes of the asset tests set forth in Section 856(c)(4)(iv) of the IRS Code, and (iv) the imposition of income, penalty, or similar taxes (each an "**Adverse REIT Event**") is of material importance to Landlord and such REIT Affiliates. If this Lease or any document contemplated hereby could result in or cause an Adverse REIT Event, as determined by Landlord in its sole discretion, Tenant agrees it shall reasonably cooperate with Landlord in negotiating an amendment to or modification of this Lease or such document, and shall, at the request of Landlord, execute and deliver such documents reasonably required to effect such amendment or modification. Any amendment or modification pursuant to this Section 30.30 shall be made at Landlord's expense and shall be structured so that Tenant does not incur any incremental non-*de minimis* payment obligation under the Lease as a result of such amendment or modification. Tenant expressly covenants and agrees not to enter into any license, concession, sublease or assignment with respect to the Premises (a) that provides for rent or other payments based in whole, or in part, on the income or profits derived by any person from the Premises (other than an amount based on a fixed percentage or percentages of gross receipts or sales, (b) with any person in which, to the best knowledge of Tenant, Landlord or a REIT Affiliate owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the IRS Code), (c) pursuant to which Tenant furnishes or renders any services to the licensee, concessionaire, subtenant or assignee, or (d) that could otherwise cause any portion of the amounts received by Landlord pursuant to this Lease to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the IRS Code or constitute nonqualifying income for purposes of Section 856(c)(2) of the IRS Code. Any such purported license, concession, sublease or assignment shall be void *ab initio* and not convey any right to, or interest in, the possession, use, occupancy, or utilization of any portion of the Premises.

30.30 **Counterparts; Electronic Signatures**. This Lease may be executed in counterparts with the same effect as of both parties hereto had executed the same document. Landlord and Tenant agree that (i) this Lease may be signed electronically, (ii) any electronic signatures on this Lease shall have the same validity, enforceability, and admissibility as handwritten signatures, and (iii) the electronic record of this signed Lease shall be legally binding to the same extent as a paper copy bearing handwritten signatures.

[**SIGNATURES APPEAR ON FOLLOWING PAGE(S)**]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the Effective Date set forth in Section 1 of the Summary.

"LANDLORD":

KR OYSTER POINT II, LLC,
a Delaware limited liability company

By: Kilroy Realty, L.P.,
a Delaware limited partnership
its Sole Member

By: Kilroy Realty Corporation,
a Maryland corporation,
its General Partner

By: /s/ Michael Schmidt
Name: Michael Schmidt
Its: SVP, Leasing - Northern California Region

By: /s/ Tara Korlipara
Name: Tara Korlipara
Its: Vice President, Life Science Leasing Bay Area

"TENANT":

OLEMA PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ Shawnte Mitchell
Name: Shawnte Mitchell
Its: Chief Legal Officer

EXHIBIT A

OUTLINE OF PREMISES

EXHIBIT A-2
OUTLINE OF PROJECT AND PROJECT PHASES

EXHIBIT A-3
BAY TRAIL OWNERSHIP MAP

EXHIBIT B

WORK LETTER

EXHIBIT C

NOTICE OF LEASE TERM DATES

EXHIBIT D

RULES AND REGULATIONS

EXHIBIT E

FORM OF TENANT'S ESTOPPEL CERTIFICATE

EXHIBIT F

EXTENSION OPTION

EXHIBIT G
ENVIRONMENTAL QUESTIONNAIRE

EXHIBIT H
EXISTING UNDERLYING DOCUMENTS

EXHIBIT I
RIGHT OF FIRST OFFER

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Sean Bohen, M.D., Ph.D., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Olema 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: May 12, 2026

By: /s/ Sean Bohen, M.D., Ph.D.
Sean Bohen, M.D., Ph.D.
President and Chief Executive Officer
(Principal Executive Officer and Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Sean Bohen, M.D. Ph.D., President and Chief Executive Officer of Olema Pharmaceuticals, Inc. (the "Company"), hereby certifies that, to the best of his knowledge:

(1) The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2026, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and

(2) The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 12, 2026

By: /s/ Sean Bohen, M.D., Ph.D.
Sean Bohen, M.D., Ph.D.
President and Chief Executive Officer
(Principal Executive Officer and Principal Financial Officer)

"This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Olema Pharmaceuticals, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing."