As filed with the Securities and Exchange Commission on June 19, 2020

Registration No. 333-

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

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

Nkarta, Inc.
(Exact name of registrant as specified in its charter)

Delaware	2834	47-4515206
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Nkarta, Inc.
6000 Shoreline Court, Suite 102
South San Francisco, CA 94080
415-582-4923
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Paul J. Hastings
Nkarta, Inc.
6000 Shoreline Court, Suite 102
South San Francisco, CA 94080
415-582-4923
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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

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

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price[1][2]	Amount of Registration Fee[3]
Common stock, $**0.0001** par value per share	$100,000,000	$12,980.00

(1) Includes shares of common stock that may be purchased by the underwriters upon the exercise of their option to purchase additional shares, if any.

(2) Estimated solely for purposes of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

(3) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.

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

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

PRELIMINARY PROSPECTUS (Subject to Completion**)** **Dated June 19, 2020**

Shares

Nkarta, Inc.

Common Stock

This is the initial public offering of shares of our common stock. We are offering shares of our common stock. Prior to this offering, there has not been a public market for our common stock. We will apply for listing of our common stock on the Nasdaq Global Market under the symbol "NKTX." We expect that the public offering price will be between $ and $ per share.

We are an "emerging growth company" under applicable Securities and Exchange Commission rules and will be subject to reduced public company reporting requirements for this prospectus and future filings. See "Prospectus Summary—Implications of Being an Emerging Growth Company and a Smaller Reporting Company."

Our business and an investment in our common stock involve significant risks. These risks are described under the caption "Risk Factors" beginning on page 12 of this prospectus.

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

	Per Share	*Total*
Public offering price	**$**	**$**
Underwriting discount(1)	**$**	**$**
Proceeds, before expenses, to us	**$**	**$**

(1) See "Underwriting" beginning on page 172 for a description of the compensation payable to the underwriters.

The underwriters may also purchase up to an additional shares from us at the public offering price, less the underwriting discount, within 30 days from the date of this prospectus to cover overallotments.

The underwriters expect to deliver the shares against payment in New York, New York on , 2020.

Cowen **Evercore ISI** **Stifel** **Mizuho Securities**

, 2020

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Through and including , 2020 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

IMPORTANT INFORMATION ABOUT THIS PROSPECTUS

We and the underwriters have not authorized anyone to provide you with information or to make any representations other than those contained in this prospectus or in any free writing prospectuses prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. You should assume that the information appearing in this prospectus is accurate as of the date on the front cover of this prospectus only. Our business, financial condition, results of operations and growth prospects may have changed since that date.

For investors outside the United States: neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside the United States.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. It does not contain all of the information that may be important to you and your investment decision. Before investing in our common stock, you should carefully read this entire prospectus, including the matters set forth under the sections of this prospectus captioned "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes included elsewhere in this prospectus.

Unless the context otherwise requires, the terms "Company," "Nkarta, Inc.," "we," "us" or "our" in this prospectus refer to Nkarta, Inc. We do not have any subsidiaries.

NKARTA, INC.

Overview

We are a biopharmaceutical company focused on the discovery, development and commercialization of allogeneic, off-the-shelf engineered natural killer, or NK, cell therapies to treat cancer. Our approach for cellular immunotherapy involves chimeric antigen receptors, or CARs, on the surface of an NK cell that enable the cell to recognize specific proteins or antigens that are present on the surface of tumor cells. The concept of a CAR builds upon and enhances the normal biology of T cells and NK cells, whereby naturally occurring receptors serve to activate these cells when a foreign pathogen or cancerous cell is detected. Our NK cell engineering platform builds on prior experience and success with engineering T cells and includes proprietary technologies that enable us to generate an abundant supply of NK cells, improve the persistence of these cells for sustained activity in the body, engineer enhanced NK cell recognition of tumor targets and to freeze, store and thaw our engineered NK cells for off-the-shelf use for the treatment of cancer. All of our product candidates are designed to be allogeneic, meaning they are produced using cells from a different person than the patient treated, as well as off-the-shelf, meaning they are produced in quantity, then frozen and therefore available for treating patients without delay, unlike existing autologous cell therapies. Based on published data from a number of clinical trials of NK cell therapies, we believe that engineered NK cells can be well tolerated and avoid some of the toxicities observed with other cell therapies.

Our two co-lead product candidates are NKX101 and NKX019. NKX101 is designed to enhance the power of innate NK biology to detect and kill cancerous cells. The primary activating receptor for NK cells is known as NKG2D, which works through the detection of stress ligands displayed by cancerous cells. We have engineered NKX101 to increase the cancer cell killing ability of our engineered NK cells by raising levels of NKG2D at least ten-fold as compared to non-engineered NK cells and by adding a costimulatory domain, which is an additional signaling element for white blood cells. We submitted our IND for NKX101 for the treatment of relapsed or refractory AML and higher-risk MDS in May 2020. We are planning to initiate a broad clinical program for NKX101 for blood cancers and solid tumors in 2020. Our initial indications include acute myeloid leukemia, or AML, myelodysplastic syndromes, or MDS, liver cancer, a bile duct cancer known as cholangiocarcinoma, as well as surgically removed colon cancer cases where only liver metastases remain. NKX019 is based on the ability to treat a variety of B cell malignancies by targeting the CD19 antigen that is found on these types of cancerous cells, where both engineered NK cells and T cells as well as monoclonal antibodies have demonstrated clinical activity. The two approved CAR-T therapies target CD19 and have achieved complete remission rates ranging from 32% to 63% in three pivotal clinical trials. A recent academic publication described a cohort of patients treated with a CAR-NK therapy targeting CD19 where seven of 11 (64%) of these patients achieved a complete remission. We are planning to initiate clinical trials for NKX019 in 3Q2021.

We have an intensive focus on manufacturing capabilities and technology, and we are building a 2,700-square foot clinical current good manufacturing practice, or cGMP, facility on-site at our primary corporate location in South San Francisco, California. We currently expect to complete the construction of the first phase of this facility by mid-2020 and estimate the total expense to complete the construction, including laboratory and manufacturing equipment, will be approximately $6.0 million. Starting in 2H2020, after qualification including several test manufacturing runs, we expect to manufacture NKX019 at this cGMP facility. Starting in 2021, after completing a smaller, final phase of this buildout as well as transfer of the NKX101 manufacturing process to us, we plan to manufacture the proprietary, engineered K562 cells and g-retrovirus as well as NKX101 at this facility. We believe this clinical cGMP facility will be capable of manufacturing approximately 24 batches per year and supply our anticipated non-pivotal clinical trial needs. We are also in the early stages of designing a separate, larger commercial cGMP facility for manufacturing engineered NK cells for pivotal clinical trials as well as for eventual commercial supply. We believe that we can achieve a cost of manufacturing for commercial NKX101 and NKX019 at peak capacity of approximately $2,000 per dose, based on achieving 500 doses per manufacturing run at our highest planned Phase 1 dose of one billion CAR-NK cells per dose and our current estimates for the costs of raw materials, consumables, rent, construction, equipment, labor and overhead.

Our NK Cell Engineering Platform

Our NK cell engineering platform is designed to address the limitations and challenges of current technologies for engineering T cells and NK cells and is a result of our internal expertise and deep understanding of NK cell biology. Our platform includes proprietary technologies for NK cell expansion, persistence, targeting and cryopreservation. This enables us to generate an abundant supply of NK cells, engineer enhanced NK cell recognition of tumor targets, improve the persistence of these cells for sustained activity in the body, and to freeze, transport and store our engineered NK cells for off-the-shelf use for the treatment of cancer.

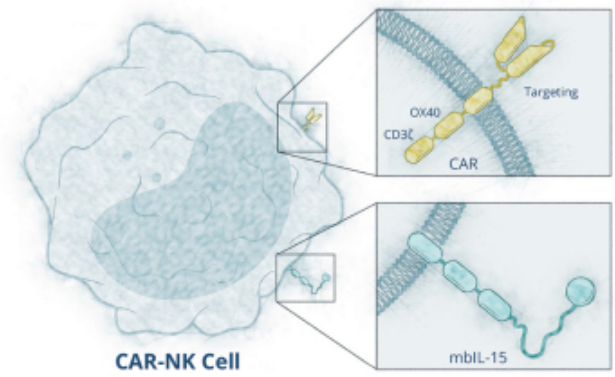
We have chosen to use healthy adult donors as our source for NK cells. We believe this offers a number of advantages, including a large number of NK cells to begin each manufacturing run, as compared to other potential sources of NK cells, the ability to select donors with consistent and favorable NK cell characteristics, thereby avoiding challenges with patient-derived or other cell sources, and a diverse repertoire of NK cells. Different NK sub-populations have different characteristics, and by utilizing the entire natural gamut of NK cells as our cell source, we can capitalize on the inherent diversity of the innate immune system.

Below are the four core technologies that comprise our proprietary platform:

Our Proprietary NK Cell Engineering Platform

Our engineered CAR-NK cells generally consist of an NK cell engineered with a targeting receptor, OX40 costimulatory domain, CD3z signaling moiety, and mbIL-15. This platform is modular, which enables extensive optimization of different ways to enhance the natural signaling of engineered cells, as well as the ability to attach and optimize new targeting receptors. We believe these attributes will allow us to bring several novel NK cell therapies into clinical development for potential treatment of a variety of cancers in the coming years.

Key Components of our Engineered CAR-NK cells



Our Product Candidates and Discovery Programs

All of our product candidates and discovery programs incorporate each of the four components of our technology platform, which we believe provides the best opportunity for achieving clinically meaningful results in our development program. Our current pipeline of product candidates and discovery programs is shown below.

					NEXT ANTICIPATED MILESTONE(S)	
	DISCOVERY / PRECLINICAL	PHASE 1	PHASE 2	PHASE 3	FILE IND	FIRST SUBJECT TREATED
NKX101 (NKG2D)	AML and higher-risk MDS (systemic i.v.)				2Q20	4Q20
	HCC/mCRC/ICC (locoregional i.a.)				4Q21	2Q22
NKX019 (CD19)	B-cell malignancies				1Q21	3Q21
PROGRAM 3	Oncology				1Q22	
NK + T	Oncology				2023	

i.v.: intravenous administration. i.a.: intraarterial administration through the hepatic artery. IND: Investigational New Drug application.

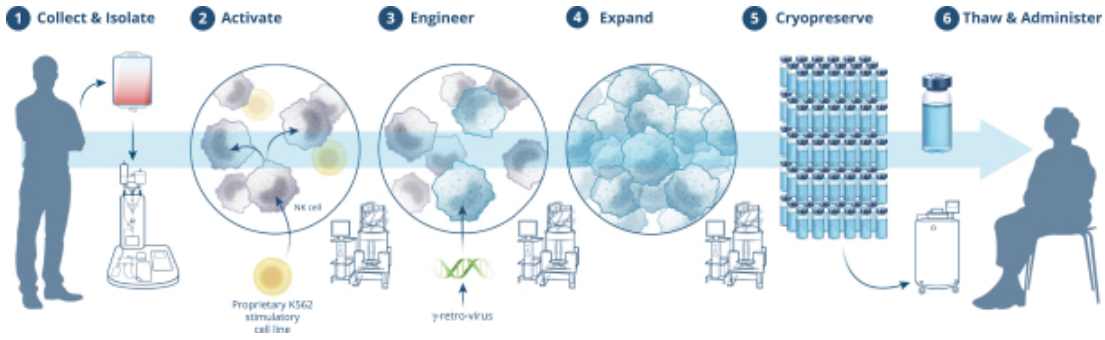
Manufacturing

Our process for the generation of an allogeneic, off-the-shelf NK cell therapy requires a number of steps. To achieve a commercially viable product, we believe that each of these steps must be scalable, reproducible and cost-effective and must provide consistent cancer cell killing potency of our CAR-NK

cells once these cells are frozen and then thawed. Therefore, we have focused on developing a manufacturing process that incorporates the following elements:

- a cell source which provides high numbers of easily characterized NK cells;
- expansion technology which increases the number of NK cells by orders of magnitude, without creating exhaustion;
- techniques for genetic engineering of NK cells which are cost-effective and which introduce a controlled and specified range of the number of copies of the gene into each cell;
- cryopreservation techniques that permit bulk CAR-NK cells to be frozen in individual doses; and
- techniques for thawing the frozen NK cell product that are easy to adopt in different clinical settings, and that provide consistent CAR-NK cell recovery, viability and potency.

Our overall manufacturing scheme is shown in the diagram below.



Our Strategy

Key elements of our strategy include:

- Develop NKX101 for blood cancers and solid tumors.
- Develop NKX019 for B cell malignancies.
- Apply our NK cell engineering platform to build a broad pipeline of product candidates and discovery programs incorporating engineered NK cells.
- Continue to build proprietary manufacturing capabilities to enable speed, control, flexibility, scalability, and cost efficiency.
- Continue to opportunistically evaluate enabling, adjacent or potential competing technologies to advance our platform.

Recent Developments

On March 11, 2020, the World Health Organization declared the outbreak of a novel strain of coronavirus, COVID-19, as a global pandemic, which continues to spread throughout the United States and around the world. Our headquarters are located in the San Francisco Bay Area, which is subject to executive orders directing that all individuals living in the State of California and the County of San Mateo stay at home or their place of residence for an indefinite period of time (subject to certain exceptions to facilitate authorized necessary activities) to mitigate the impact of the COVID-19 pandemic. As we continue to actively advance all of our discovery and clinical programs, we are in

close contact with our principal investigators and clinical sites, which are primarily located in Colorado, Ohio, and Ontario, and are assessing the impact of COVID-19 on our clinical trials, expected timelines and costs on an ongoing basis. In light of recent developments relating to the COVID-19 pandemic, the primary focus of healthcare providers and hospitals is currently on fighting the virus. In addition, in response to these executive orders, we have implemented work-from-home policies for employees and temporarily scaled back our operations. This partial disruption, even if temporary, may severely impact our operations and overall business by delaying the progress of our research and development programs, including our planned preclinical studies and clinical trials, or by limiting our ability to recruit physicians or clinicians to run our clinical trials, enroll patients or conduct follow-up assessments in our clinical trials. See "*Risk Factors—Our business and the business or operations of our research partners and other third parties with whom we conduct business could be adversely affected by the effects of health epidemics, including the recent COVID-19 pandemic, in regions where we or third parties on which we rely have business operations.*" for more information regarding the potential impact of COVID-19 on our business and operations. We will continue to evaluate the impact of the COVID-19 pandemic on our business and expect to reevaluate the timing of our anticipated preclinical and clinical milestones as we learn more and the impact of COVID-19 on our industry becomes more clear.

Risks Associated with Our Business

Our business and our ability to execute our strategy are subject to many risks. Before making a decision to invest in our common stock, you should carefully consider all of the risks and uncertainties described in the section of this prospectus captioned "Risk Factors" immediately following this Prospectus Summary and all of the other information in this prospectus. These risks include, but are not limited to the following:

- We have a limited operating history and do not have any product approved for sale.
- We have incurred significant losses since our inception and we expect to incur significant losses for the foreseeable future, which raise substantial doubt regarding our ability to continue as a going concern. Our ability to continue as a going concern requires that we obtain sufficient additional funding to finance our operations.
- We will require additional capital, which, if available, may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our product candidates.
- Our business and the business or operations of our research partners and other third parties with whom we conduct business could be adversely affected by the effects of health epidemics, including the recent COVID-19 pandemic, in regions where we or third parties on which we rely have business operations.
- Our business depends upon the success of our CAR-NK cell technology platform.
- Utilizing CAR-NK cells represents a novel approach to immuno-oncology treatment of cancer, and we must overcome significant challenges in order to successfully develop, manufacture, and commercialize our product candidates.
- Clinical development involves a lengthy and expensive process with an uncertain outcome, and we may encounter substantial delays due to a variety of reasons outside our control.
- Our manufacturing process is complex and we may encounter difficulties in production, which would delay or prevent our ability to provide a sufficient supply of our product candidates for clinical trials or our products for patients, if approved.
- If our license agreement with National University of Singapore and St. Jude's Children's Research Hospital, Inc. is terminated, we could lose our rights to key components enabling our NK cell engineering platform.
- If any patent protection we obtain is not sufficiently robust, our competitors could develop and commercialize products and technology similar or identical to ours.

- If any of our product candidates are approved for marketing and commercialization and we have not developed or secured third-party marketing, sales and distribution capabilities, we will be unable to successfully commercialize any such products and may not be able to generate product revenue.

Our independent registered public accounting firm included an explanatory paragraph in their audit report on the financial statements as of and for the years ended December 31, 2018 and 2019 stating that our recurring losses from operations and negative cash flows since inception and our need to raise additional funding to finance our operations raise substantial doubt about our ability to continue as a going concern. The issuance of 27,066,206 shares of Series B convertible preferred stock for aggregate gross proceeds of $64.4 million in the second tranche of the Series B convertible preferred stock financing is expected to close on or around July 1, 2020, pursuant to a milestone waiver by the holders of our Series B convertible preferred stock and satisfaction of customary closing conditions. The waiver may be rescinded prior to the closing of the second tranche by the vote of the holders of at least one-third of our Series B convertible preferred stock. At March 31, 2020, we had cash, cash equivalents, restricted cash and short term investments of $26.0 million. Assuming we had received the proceeds from this second tranche financing as of March 31, 2020, our total cash, cash equivalents, restricted cash and short term investments on that date would have been $90.4 million. Our cash equivalents are held in money market funds. We believe that the cash on hand, together with the assumed receipt of the $64.4 million in the second tranche financing will be sufficient to fund our operations for at least the next 12 months from the date of this prospectus. Since inception, we have incurred net losses and negative cash flows from operations. At March 31, 2020, we had an accumulated deficit of $33.7 million.

Corporate Information and History

We were incorporated in Delaware in July 2015. Our principal executive offices are located at 6000 Shoreline Court, Suite 102, South San Francisco, CA 94080, and our telephone number at this address is 415-582-4923. Our website is www.nkartatx.com. Information contained in, or accessible through, our website is not a part of, and is not incorporated into, this prospectus.

“NKARTA” is a trademark of Nkarta, Inc. in the United States and certain other countries. All trademarks or trade names referred to in this prospectus are the property of their respective owners.

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

We are an “emerging growth company” as defined in Section 2(a)(19) of the Securities Act of 1933, as amended, or the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. As an emerging growth company, we are eligible and may choose to take advantage of certain exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies, including:

- a requirement to have only two years of audited financial statements and only two years of related selected financial data and management’s discussion and analysis of financial condition and results of operations disclosure;
- an exemption from the auditor attestation requirements with respect to internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act of 2002, or Sarbanes-Oxley Act;
- exemption from say-on-pay, say-on-frequency and say-on-golden parachute voting requirements;
- reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements; and

- an extended transition period for complying with new or revised accounting standards until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act.

However, we are choosing to "opt out" of such extended transition period and, as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Section 107 of the JOBS Act provides that our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

Following this offering, we will continue to be an emerging growth company until the earliest to occur of (i) the last day of the fiscal year during which we had total annual gross revenues of at least $1.07 billion (as indexed for inflation), (ii) the last day of the fiscal year following the fifth anniversary of the date of the first sale of common stock under this registration statement, (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt or (iv) the date on which we are deemed to be a "large accelerated filer," as defined under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

We are also a "smaller reporting company," meaning that the market value of our stock held by non-affiliates plus the proposed aggregate amount of gross proceeds to us as a result of this offering is less than $700 million and our annual revenue is less than $100 million during the most recently completed fiscal year. We may continue to be a smaller reporting company after this offering if either (i) the market value of our stock held by non-affiliates is less than $250 million or (ii) our annual revenue is less than $100 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700 million. Even after we no longer qualify as an emerging growth company, we may still qualify as a smaller reporting company, which would allow us to take advantage of many of the same exemptions from disclosure requirements, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in this prospectus and in our periodic reports and proxy statements.

Because we have taken advantage of certain reduced reporting requirements, the information contained herein may be different from the information you receive from other public companies in which you hold stock. See the section entitled "Risk Factors—Risks Related to Our Common Stock and This Offering—We are an "emerging growth company" under the JOBS Act and a "smaller reporting company," and we are permitted to, and intend to, rely on exemptions from certain disclosure requirements. As a result of the reduced disclosure and governance requirements applicable to emerging growth companies or smaller reporting companies, our common stock may be less attractive to investors" for certain risks related to our status as an emerging growth company and a smaller reporting company.

THE OFFERING

Common stock offered by us	shares.
Common stock to be outstanding after this offering	shares (or shares, if the underwriters exercise their over-allotment option in full).
Over-allotment option offered by us	shares.
Use of proceeds	We estimate that the net proceeds to us from this offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million (or $ million if the underwriters exercise their over-allotment option in full), based on the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus. We currently expect to use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows: ▪ Approximately $ million to fund the development of NKX101 through ; ▪ Approximately $ million to fund the development of NKX019 through ; ▪ Approximately $ million to fund the development of Program 3 through ; ▪ Approximately $ million to fund the development of our NK+T program through ; ▪ Approximately $ million to fund the initial buildout and qualification of our commercial cGMP facility; and ▪ The remainder for our other pipeline candidates and general corporate purposes. Pending the specific use of net proceeds as described in this prospectus, we intend to invest the net proceeds to us from this offering in short- and intermediate-term investment grade instruments, certificates of deposit or guaranteed obligations of the U.S. government. See “Use of Proceeds.”
Proposed Nasdaq Global Market symbol	“NKTX”

Risk factors	See “Risk Factors” and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in shares of our common stock.

The number of shares of common stock that will be outstanding after this offering is based on 60,782,001 shares of our common stock (including all outstanding shares of our convertible preferred stock as of March 31, 2020 and shares expected to be issued in the second tranche of our Series B convertible preferred stock financing, anticipated to close on or around July 1, 2020, on an as-converted basis and unvested shares issued pursuant to the early exercise of stock options which are subject to potential forfeiture) outstanding as of March 31, 2020, and excludes:

- 9,204,950 shares of common stock issuable upon the exercise of outstanding stock options under our 2015 Equity Incentive Plan, at a weighted-average exercise price of $0.98 per share, as of March 31, 2020;
- 933,031 shares of our common stock reserved for future issuance pursuant to our 2015 Equity Incentive Plan, as of March 31, 2020 (no new awards will be granted under the 2015 Equity Incentive Plan after this offering);
- shares of our common stock reserved for future issuance under our 2020 Performance Incentive Plan, which will become effective prior to the completion of this offering; and
- shares of common stock reserved for future issuance under our 2020 Employee Stock Purchase Plan, or ESPP, which will become effective prior to the completion of this offering.

Our 2020 Performance Incentive Plan and ESPP each provide for annual automatic increases in the number of shares reserved thereunder, as more fully described in the section titled “Executive Compensation—Equity Incentive Plans.”

Unless we specifically state otherwise or the context otherwise requires, all information in this prospectus assumes:

- the conversion of all outstanding shares of our convertible preferred stock as of March 31, 2020 and shares expected to be issued in the second tranche of our Series B convertible preferred stock financing, anticipated to close on or around July 1, 2020, into an aggregate of 54,350,179 shares of our common stock, the conversion of which will occur immediately prior to the completion of this offering;
- the filing and effectiveness of our amended and restated certificate of incorporation, as amended and restated, our Certificate of Incorporation, in Delaware and the effectiveness of our amended and restated bylaws, each of which will occur immediately prior to the completion of this offering;
- a -for- reverse stock split to be effected immediately prior to the effectiveness of the registration statement of which this prospectus is a part;
- no exercise of outstanding stock options subsequent to March 31, 2020;
- no exercise by the underwriters of their over-allotment option;
- no forfeiture of unvested shares of common stock issued pursuant to the early exercise of stock options.

SUMMARY FINANCIAL DATA

Summary Financial Data

The summary statements of operations data for the years ended December 31, 2018 and 2019 and the selected balance sheet data as of December 31, 2018 and 2019 presented below are derived from our audited financial statements included elsewhere in this prospectus. The summary statements of operations data for the three months ended March 31, 2019 and 2020 and the selected balance sheet data as of March 31, 2020 are derived from our unaudited financial statements and related notes included elsewhere in this prospectus. We have prepared the unaudited interim financial statements on a basis consistent with our audited financial statements and, in the opinion of management, such unaudited interim financial statements reflect all adjustments, consisting only of normal recurring adjustments, that are necessary for the fair presentation of our unaudited interim financial statements. Our historical results are not necessarily indicative of the results that may be expected in the future, and the results for the three months ended March 31, 2020 are not necessarily indicative of the results to be expected for the full year or any other period. The following summary financial data should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes included elsewhere in this prospectus.

Statements of Operations Data

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(Unaudited)	
Statement of Operations Data:				
Collaboration revenue	$ 6,550,000	$ 115,385	$ 113,077	$ –
Operating expenses:				
Research and development	4,252,210	17,216,955	2,294,117	7,259,838
General and administrative	2,654,239	5,246,960	939,838	2,148,421
Total operating expenses	6,906,449	22,463,915	3,233,955	9,408,259
Loss from operations	(356,449)	(22,348,530)	(3,120,878)	(9,408,259)
Other income (expense):				
Change in fair value of preferred stock purchase right liability	–	1,317,582	–	577,645
Change in fair value of derivative liability	–	858,331	–	–
Loss from extinguishment of debt	–	(752,167)	–	–
Interest expense	–	(472,819)	–	–
Interest income	81,946	304,106	37,899	124,611
Other income, net	–	17,662	–	–
Total other income (expense)	81,946	1,272,695	37,899	702,256
Net loss	$ (274,503)	$ (21,075,835)	$ (3,082,979)	$ (8,706,003)
Comprehensive loss:				
Net loss	$ (274,503)	$ (21,075,835)	$ (3,082,979)	$ (8,706,003)
Other comprehensive loss	–	(2,139)	–	(1,403)
Comprehensive loss	$ (274,503)	$ (21,077,974)	$ (3,082,979)	$ (8,707,406)
Net loss per share, basic and diluted	$ (0.07)	$ (3.89)	$ (0.64)	$ (1.46)
Weighted average shares outstanding, basic and diluted[1][2]	3,940,474	5,411,362	4,838,626	5,954,041
Pro forma net loss per share, basic and diluted (unaudited)[1][2]		$ (1.13)		$ (0.26)
Pro forma weighted average shares outstanding, basic and diluted (unaudited)[1][2]		18,599,999		33,225,398

(1) See Note 16 to our audited financial statements for an explanation of the method used to calculate historical and pro forma basic and diluted net loss per share for the years ended December 31, 2018 and 2019 and Note 3 of the unaudited financial statements for the three-month periods ended March 31, 2019 and 2020.

(2) Reflects a -for- reverse stock split of our common stock to be effected immediately prior to the effectiveness of the registration statement of which this prospectus is a part.

	As of March 31, 2020			
	Actual	Pro Forma Giving Effect to the Series B 2nd Tranche Closing(1)	Pro Forma Giving Effect to the Conversion of All Preferred Stock(1)(2)	Pro Forma As Adjusted(3)(4)
Balance Sheet Data:				
Cash, cash equivalents, short-term investments and restricted cash	$ 25,964,681	$ 90,364,658	$ 90,364,658	
Working capital(5)	17,095,932	81,495,909	81,495,909	
Total assets	41,122,966	105,522,943	105,522,943	
Total liabilities	15,001,950	15,001,950	15,001,950	
Convertible preferred stock	59,814,882	124,214,859	—	—
Accumulated deficit	(35,365,745)	(35,365,745)	(35,365,745)	(35,365,745)
Total stockholders' (deficit) equity	$(33,693,866)	(33,693,866)	90,520,993	

(1) The pro forma information in this column gives effect to the sale and issuance of 27,066,206 shares in the second tranche of our Series B convertible preferred stock financing, which is anticipated to close on or around July 1, 2020 with expected gross proceeds of $64.4 million.

(2) The pro forma information in this column gives effect to (i) the conversion of all outstanding shares of our convertible preferred stock, including the 27,066,206 shares of our Series B convertible preferred stock we expect to issue in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, into an aggregate of 54,350,179 shares of common stock upon the completion of this initial public offering, and (ii) the filing and effectiveness of our Certificate of Incorporation in Delaware, as if such conversion, reclassification and effectiveness had occurred on March 31, 2020.

(3) The pro forma as adjusted information in the table gives further effect to the pro forma adjustments set forth above and the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(4) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the amount of our pro forma as adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable, the amount of our pro forma as adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $ million, assuming an initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

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

RISK FACTORS

An investment in shares of our common stock involves a high degree of risk. You should carefully consider the following risk factors, as well as all of the other information contained in this prospectus, before making an investment decision. The risks described below are not the only ones facing us. The occurrence of any of the following risks, or of additional risks and uncertainties not presently known to us or that we currently believe to be immaterial, could significantly harm our business, financial condition, results of operations and growth prospects. In such case, the trading price of shares of our common stock could decline, and you may lose part or all of your investment.

RISKS RELATED TO OUR FINANCIAL POSITION

We have a limited operating history and do not have any product approved for sale.

We are a development-stage biopharmaceutical company without any products approved for commercial sale, and have not generated any revenue from product sales. We are focused on developing genetically-engineered human cells as therapeutics and our technologies are new and largely unproven. Since our inception in 2015, we have invested most of our resources in developing our product candidates, building our intellectual property portfolio, developing our supply chain, conducting business planning, raising capital and providing general and administrative support for these operations. Consequently, we have no meaningful operations upon which to evaluate our business, and predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history or a history of successfully developing and commercializing drug products. We have not yet demonstrated an ability to overcome many of the risks and uncertainties frequently encountered by companies in the rapidly evolving biotechnology industry. If we do not address these risks, our business, financial condition, results of operations and growth prospects will be materially adversely affected.

We have incurred significant losses since our inception and we expect to incur significant losses for the foreseeable future, which raise substantial doubt regarding our ability to continue as a going concern. Our ability to continue as a going concern requires that we obtain sufficient additional funding to finance our operations.

Since our inception in 2015, we have incurred significant operating losses. Our net losses were $0.3 million, $21.1 million, $3.1 million, and $8.7 million for the years ended December 31, 2018 and 2019 and for the three months ended March 31, 2019 and 2020, respectively. Our accumulated deficit was $35.4 million as of March 31, 2020. We expect to continue to incur increasing operating losses for the foreseeable future as we continue to develop our product candidates. In addition, we anticipate that our expenses will increase substantially if, and as, we:

- initiate clinical development of NKX101;
- advance additional product candidates to clinical trials, including NKX019;
- seek to discover and develop additional product candidates;
- establish and validate our own clinical- and commercial-scale current good manufacturing practices, or cGMP, facilities;
- submit a biologics license application, or BLA, or marketing authorization application, or MAA, for NKX101 and/or NKX019 and/or seek marketing approvals for any of our other product candidates that successfully complete clinical trials;
- maintain, expand and protect our intellectual property portfolio;
- acquire or in-license other product candidates and technologies;
- incur additional costs associated with operating as a public company; and
- increase our employee headcount and related expenses to support these activities.

We may never succeed in any or all of these activities and, even if we do, we may never generate revenues that are significant or large enough to achieve profitability. Our independent registered public

accounting firm included an explanatory paragraph in their audit report on the financial statements as of and for the years ended December 31, 2018 and 2019 stating that our recurring losses from operations and negative cash flows since inception and our need to raise additional funding to finance our operations raise substantial doubt about our ability to continue as a going concern. Our ability to continue as a going concern depends on our ability to raise additional capital. If we seek additional financing to fund our business activities in the future and there remains substantial doubt about our ability to continue as a going concern, investors or other financing sources may be unwilling to provide additional funding to us on commercially reasonable terms or at all. Further, if we cannot continue as a going concern, we may be forced to discontinue operations and liquidate our assets and may receive less than the value at which those assets are carried on our audited financial statements, which would cause our shareholders to lose all or a part of their investment.

We have never generated revenue from product sales and may never achieve or maintain profitability.

We continue to incur significant research and development and other expenses related to ongoing operations and the development of our co-lead product candidates, NKX101 and NKX019. All of our product candidates will require substantial additional development time and resources before we would be able to apply for or receive regulatory approvals and begin generating revenue from product sales. We do not anticipate generating revenues from product sales unless and until such time as NKX101 or NKX019 may be approved by the U.S. Food and Drug Administration, or the FDA, or other regulatory authorities, and we are able to successfully market and sell a product candidate. Our ability to generate revenues from product sales depends on our, or potential future collaborators', success in:

- completing clinical development of our product candidates;
- seeking and obtaining regulatory approvals for product candidates for which we successfully complete clinical trials, if any;
- launching and commercializing product candidates, by establishing a sales force, marketing and distribution infrastructure or, alternatively, collaborating with a commercialization partner;
- qualifying for adequate coverage and reimbursement by government and third-party payors for our product candidates;
- establishing, maintaining and enhancing a sustainable, scalable, reproducible and transferable manufacturing process for our cell therapy product candidates;
- establishing and maintaining supply and manufacturing relationships with third parties that can provide adequate products and services, in both amount and quality, to support clinical development and the market demand for our product candidates, if approved;
- obtaining market acceptance of our product candidates as a viable treatment option;
- addressing any competing technological and market developments;
- implementing additional internal systems and infrastructure, as needed;
- negotiating favorable terms in any collaboration, licensing or other arrangements into which we may enter and performing our obligations in such collaborations;
- maintaining, protecting and expanding our portfolio of intellectual property rights, including patents, trade secrets, know-how, and trademarks;
- avoiding and defending against third-party interference or infringement claims; and
- attracting, hiring and retaining qualified personnel.

We anticipate incurring significant costs associated with commercializing any approved product candidate. Our expenses could increase beyond our current expectations if we are required by the FDA or other global regulatory authorities to perform clinical trials and other preclinical studies in addition to those that we currently anticipate.

Even if we are able to generate revenues from the sale of any approved products, we may not become profitable or be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable could decrease the value of our company and impair our ability to raise capital, thereby limiting our research and development programs and efforts to expand our business or continue our operations.

We will require additional capital, which, if available, may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our product candidates.

We have financed our operations primarily through private placements of our preferred stock and with proceeds from our previous collaboration with GlaxoSmithKline, or GSK. We intend to use the proceeds from this offering to, among other uses, advance NKX101 and NKX019 through clinical development. Developing pharmaceutical products and conducting preclinical studies and clinical trials is expensive. As of March 31, 2020, we had cash, cash equivalents, restricted cash and investments of $26.0 million. Our research and development expenses increased from $4.3 million for the year ended December 31, 2018 to $17.2 million for the year ended December 31, 2019 and from $2.3 million in the three months ended March 31, 2019 to $7.3 million in the three months ended March 31, 2020. We will require additional cash funding to continue to execute our strategic plan and fund operations beyond October 2020.

Until and unless we can generate substantial product revenue, we expect to finance our cash needs through the proceeds from this offering, a combination of equity offerings and debt financings, and potentially through additional license and development agreements or strategic partnerships with third parties. Financing may not be available in sufficient amounts or on reasonable terms. In addition, market volatility resulting from the COVID-19 pandemic or other factors could adversely impact our ability to access capital as and when needed. We have no commitments for any additional financing, and will likely be required to raise such financing through the sale of additional securities, which, in the case of equity securities, may occur at prices lower than the offering price of our common stock in this offering. If we sell equity or equity-linked securities, our current stockholders, including investors in this offering, may be diluted, and the terms may include liquidation or other preferences that are senior to or otherwise adversely affect the rights of our stockholders. Moreover, if we issue debt, we may need to dedicate a substantial portion of our operating cash flow to paying principal and interest on such debt and we may need to comply with operating restrictions, such as limitations on incurring additional debt, which could impair our ability to acquire, sell or license intellectual property rights which could impede our ability to conduct our business. Furthermore, the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our common stock to decline.

If we raise additional funds through licensing or collaboration arrangements with third parties, we may have to relinquish valuable rights to our product candidates, 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.

Attempting to secure additional financing may also divert our management from our day-to-day activities, which may impair or delay our ability to develop our product candidates. In addition, demands on our cash resources may change as a result of many factors currently unknown to us including, but not limited to, any unforeseen costs we may incur as a result of preclinical study or clinical trial delays due to the COVID-19 pandemic or other causes, and we may need to seek additional funds sooner than planned. If we are unable to obtain funding on a timely basis or at all, we may be required to significantly curtail or stop one or more of our research or development programs.

Any acquisitions or strategic collaborations may increase our capital requirements, dilute our stockholders, cause us to incur debt or assume contingent liabilities or subject us to other risks.

From time to time, we may evaluate various acquisitions and strategic collaborations, including licensing or acquiring complementary drugs, intellectual property rights, technologies or businesses. Any potential acquisition or strategic partnership may entail numerous risks, including, but not limited to:

- increased operating expenses and cash requirements;
- the assumption of indebtedness or contingent or unknown liabilities;
- assimilation of operations, intellectual property and drugs of an acquired company, including difficulties associated with integrating new personnel;
- the diversion of our management’s attention from our existing drug programs and initiatives in pursuing such a strategic partnership, merger or acquisition;

- retention of key employees, the loss of key personnel, and uncertainties about our ability to maintain key business relationships;
- risks and uncertainties associated with the other party to such a transaction, including the prospects of that party and their existing drugs or product candidates and regulatory approvals; and
- our inability to generate revenue from acquired drugs, intellectual property rights, technologies, and/or businesses sufficient to meet our objectives in undertaking the acquisition or even to offset the associated acquisition and maintenance costs.

In addition, if we engage in acquisitions or strategic partnerships, we may issue dilutive securities, assume or incur debt obligations, incur large one-time expenses or acquire intangible assets that could result in significant future amortization expense. Moreover, we may not be able to locate suitable acquisition opportunities, and this inability could impair our growth or limit access to technology or drugs that may be important to the development of our business.

Our business and the business or operations of our research partners and other third parties with whom we conduct business could be adversely affected by the effects of health epidemics, including the recent COVID-19 pandemic, in regions where we or third parties on which we rely have business operations.

The COVID-19 pandemic has disrupted economic activity and business operations worldwide. Our headquarters are located in the San Francisco Bay Area, which is subject to executive orders directing that all individuals living in the State of California and the County of San Mateo stay at home or their place of residence for an indefinite period of time (subject to certain exceptions to facilitate essential services) to mitigate the impact of the COVID-19 pandemic.

In response to these executive orders, we have implemented work-from-home policies for employees and temporarily scaled back our operations. The effects of quarantines, stay-at-home, executive and similar government orders, or the perception that such orders, shutdowns or other restrictions on the conduct of business operations could occur, in the United States and other countries, could negatively impact our operations and the operations of third parties we rely on, such as our contract manufacturing sites in Colorado, Ohio, and Ontario, disrupt or delay the enrollment of patients in these sites. Furthermore, these restrictions may delay any regulatory reviews by the FDA or other health authorities, including related to the IND submission for our NKX101 and NKX019 product candidates, the magnitude of which will depend, in part, on the length and severity of the restrictions and other limitations on our ability to conduct our business in the ordinary course. Even if the current restrictions are lifted in the State of California or the County of San Mateo, similar or additional restrictions could be imposed again later.

In addition, the COVID-19 pandemic has significantly disrupted global financial markets and could continue to restrict the level of economic activity, and may limit our ability to access capital, which could in the future negatively affect our liquidity now or in the future. A recession or market correction resulting from the spread of COVID-19 could materially affect our business and the value of our common stock.

As a result of the COVID-19 pandemic or other pandemic, epidemic or outbreak of an infectious disease, we may experience disruptions that could severely impact our business, preclinical studies and clinical trials, including:

- delays or difficulties in enrolling patients in our clinical trials;
- delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;
- interruption of key clinical trial activities, such as clinical trial site data monitoring, due to limitations on travel imposed or recommended by federal or state governments, employers and others or interruption of clinical trial subject visits and study procedures, which may impact the integrity of subject data and clinical study endpoints;

- interruption or delays in the operations of the FDA or other regulatory authorities, which may impact review and approval timelines;
- interruption of, or delays in receiving, supplies of our product candidates from our contract manufacturing organizations due to staffing shortages, production slowdowns or stoppages and disruptions in delivery systems;
- interruptions in preclinical studies due to restricted or limited operations at our laboratory facility;
- limitations on employee resources that would otherwise be focused on the conduct of our preclinical studies and clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people; and
- interruption or delays to our discovery and clinical activities.

The ultimate impact of the COVID-19 outbreak or a similar health epidemic is highly uncertain. We do not yet know the full extent of potential delays or impacts on our business, our clinical trials, healthcare systems or the global economy as a whole, but these delays could have a material impact on our operations.

Risks Related to Our Business and Industry

Our business depends upon the success of our CAR-NK cell technology platform.

Our success depends on our ability to utilize our CAR-NK technology platform to generate product candidates, to obtain regulatory approval for product candidates derived from it, and to then commercialize our product candidates addressing one or more indications. Our CAR-NK platform and our product candidates have not yet been evaluated in humans and may never become commercialized. All of our product candidates developed from our technology platform will require significant additional clinical and non-clinical development, review and approval by the FDA or other regulatory authorities in one or more jurisdictions, substantial investment, access to sufficient commercial manufacturing capacity and significant marketing efforts before they can be successfully commercialized. If any of our product candidates encounter safety or efficacy problems, developmental delays or regulatory issues or other problems, such problems could impact the development plans for our other product candidates because all of our product candidates are based on the same core CAR-NK engineering technology.

Utilizing CAR-NK cells represents a novel approach to immuno-oncology treatment of cancer, and we must overcome significant challenges in order to develop, commercialize and manufacture our product candidates.

We have concentrated our research and development efforts on utilizing CAR-NK cells as an immuno-oncology therapy. To date, the FDA has approved only a few cell-based therapies for commercialization and no NK-based cell therapy has been approved for commercial use by any regulatory authority. The processes and requirements imposed by the FDA or other applicable regulatory authorities may cause delays and additional costs in obtaining approvals for marketing authorization for our product candidates. Because our CAR-NK platform product is novel, and cell-based therapies are relatively new, regulatory agencies may lack experience in evaluating product candidates like our CAR-NK product candidates. This novelty may lengthen the regulatory review process, including the time it takes for the FDA to review our IND applications if and when submitted, such as the review of the IND we submitted to the FDA for NKX101 for the treatment of relapsed or refractory AML and higher-risk MDS in May 2020, increase our development costs and delay or prevent commercialization of our CAR-NK platform products. Additionally, advancing novel immuno-oncology therapies creates significant challenges for us, including:

- educating medical personnel regarding the potential side-effect profile of our cells and, as the clinical program progresses, on observed side effects with the therapy;
- training a sufficient number of medical personnel on how to properly thaw and administer our cells, especially in our planned solid tumor trial wherein the cells are given through a procedure by trained medical doctors;
- enrolling sufficient numbers of patients in clinical trials;

- developing a reliable and safe and an effective means of genetically modifying our cells;
- manufacturing our cells on a large scale and in a cost-effective manner;
- sourcing starting material suitable for clinical and commercial manufacturing; and
- establishing sales and marketing capabilities, as well as developing a manufacturing process and distribution network to support the commercialization of any approved products.

We must be able to overcome these challenges in order for us to develop, commercialize and manufacture our product candidates utilizing CAR-NK cells.

Certain aspects of the function and production of CAR-NK cells are currently unknown or poorly understood, and may only become known through further preclinical testing and clinical trials. Any potential re-engineering required may result in delays and additional expenses.

Current clinical experience with NK cell therapy is predominantly based on cells from haplomatched, which are related donors with at least half of the major human leukocyte antigen, or HLA, types matched and obtained from a relative of the patient. Our clinical development plan for NKX101 will seek to establish what degree of HLA matching, if any, is required for NKX101 to exhibit necessary levels of clinical activity and duration of response. While we believe that a high degree of HLA matching will not be required for clinically meaningful activity and durability of response, if it becomes apparent through preclinical testing or clinical trials that such matching is required, the production of NKX101 as standardized product for all patients will not be achievable. Instead, we would need to establish a bank of engineered CAR-NK cells for each of our product candidates where dozens of different donors will be required to achieve coverage of a large fraction of the addressable patient population.

Furthermore, the killer immunoglobulin-like receptor, or KIR, is found on the surface of NK cells and recognizes certain HLA types. If there is a match between KIR and the HLA type, KIR acts as a natural inhibitor of NK activity, thereby serving to prevent immune reactions against an individual's own cells. If we discover that a KIR mismatch is required to achieve clinically meaningful activity and durability of response, we will need to develop a more complex set of donor selection criteria and a clinical development plan that allows us to ensure the product derived from a KIR mismatched donor for patients enrolled in our clinical trials.

In addition, tumors are sometimes able to evade detection by naturally occurring NK cells by shedding the NKG2D ligands found on malignant cells. While NKX101 has been engineered to overcome this shedding mechanism, there can be no guarantee that tumor cells will not retain or regain the ability to shed NKG2D ligand completely despite the presence of NKX101, which would give such tumors a degree of resistance against NKX101. If we discover that tumors develop a resistance to NKX101 as a result of such NKG2D ligand shedding, we will need to reengineer NKX101 to counteract this effect, or we may need to change or abandon our development efforts for NKX101.

The foregoing processes would require us to redesign the clinical protocols and clinical trials for our product candidates, and could require significant additional time and resources to complete and the participation of a significant number of additional clinical trial participants and donors, any of which would delay the clinical development of our product candidates and their eventual commercialization.

Clinical development involves a lengthy and expensive process with an uncertain outcome, and we may encounter substantial delays due to a variety of reasons outside our control.

Clinical trials are expensive, time consuming and subject to substantial uncertainty. Failure can occur at any time during the clinical trial process, due to scientific feasibility, safety, efficacy, changing standards of medical care and other variables. The results from preclinical testing or early clinical trials of a product candidate may not predict the results that will be obtained in later phase clinical trials of the

product candidate. We, the FDA, or other applicable regulatory authorities may suspend or terminate clinical trials of a product candidate at any time for various reasons, including, but not limited to, a belief that subjects participating in such trials are being exposed to unacceptable health risks or adverse side effects, or other adverse initial experiences or findings. The FDA, or other applicable regulatory authorities may also require us to conduct additional preclinical studies or clinical trials due to negative or inconclusive results or other reasons, fail to approve the raw materials, manufacturing processes or facilities of third-party manufacturers upon which we rely, find deficiencies in the manufacturing processes or facilities upon which we rely, and change their approval policies or regulations or their prior guidance to us during clinical development in a manner rendering our clinical data insufficient for approval. In addition, data collected from clinical trials may not be sufficient to support the submission of a BLA or other applicable regulatory filing. We cannot guarantee that any clinical trials that we may plan or initiate will be conducted as planned or completed on schedule, if at all.

A failure of one or more of our clinical trials could occur at any stage. Events that may prevent successful initiation, timely completion, or positive outcomes of our clinical development include, but are not limited to:

- delays in obtaining regulatory approval to commence a clinical trial;
- delays in reaching agreement on acceptable terms with prospective clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different trial sites;
- our ability to recruit sufficient patients for our clinical trials in a timely manner or at all;
- delays in achieving a sufficient number of clinical trial sites or obtaining the required institutional review board, or IRB, approval at each clinical trial site;
- imposition of a temporary or permanent clinical hold by us or by the FDA or other regulatory agencies based on emerging data;
- clinical sites deviating from trial protocol or dropping out of a trial;
- suspension or termination of a clinical trial by the IRBs of the institutions in which such trials are being conducted or by the Data Safety Monitoring Board, or DSMB (where applicable);
- delays in sufficiently developing, characterizing or controlling a manufacturing process suitable for advanced clinical trials;
- delays in reaching a consensus with regulatory agencies on the design or implementation of our clinical trials;
- changes in regulatory requirements or guidance that may require us to amend or submit new clinical protocols, or such requirements may not be as we anticipate;
- changes in the standard of care on which a clinical development plan was based, which may require new or additional trials;
- insufficient or inadequate quality of our product candidates or other materials necessary to conduct preclinical studies or clinical trials of our product candidates;
- clinical trials of our product candidates producing negative or inconclusive results, which may result in our deciding, or regulators requiring us, to conduct additional clinical trials or abandon product development programs;
- failure of enrolled patients in foreign countries to adhere to clinical protocol as a result of differences in healthcare services or cultural customs, or additional administrative burdens associated with foreign regulatory schemes; or
- failure of ourselves or any third-party manufacturers, contractors or suppliers to comply with regulatory requirements, maintain adequate quality controls, or be able to provide sufficient product supply to conduct and complete preclinical studies or clinical trials of our product candidates.

In addition, disruptions caused by the COVID-19 pandemic may increase the likelihood that we encounter such difficulties or delays in initiating, enrolling, conducting or completing our planned and

ongoing preclinical studies and clinical trials, as applicable. For example, on March 18, 2020, the FDA announced its intention to temporarily postpone routine surveillance inspections of domestic manufacturing facilities in response to the COVID-19 pandemic. If global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews or other regulatory activities, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions. If we experience delays in the initiation, enrollment or completion of any preclinical study or clinical trial of our product candidates, or if any preclinical studies or clinical trials of our product candidates are canceled, the commercial prospects of our product candidates may be materially adversely affected, and our ability to generate product revenues from any of these product candidates will be delayed or not realized at all. In addition, any delays in completing our clinical trials may increase our costs and slow down our product candidate development and approval process.

Our business is highly dependent on the success of our product candidates, in particular NKX101 and NKX019, and we may fail to develop NKX101 and NKX019 successfully or be able to obtain regulatory approval for them.

We cannot guarantee that NKX101 and NKX019 will be safe and effective, or will be approved for commercialization, on a timely basis or at all. Although certain of our employees have prior experience with clinical trials, regulatory approvals and cGMP manufacturing, we have not previously completed any clinical trials or submitted a BLA to the FDA, or similar regulatory approval filings to comparable foreign authorities, for any product candidate, and we cannot be certain that NKX101 and NKX019 will be successful in clinical trials or receive regulatory approval. The FDA, and other comparable global regulatory authorities can delay, limit or deny approval of a product candidate for many reasons. For further details about such reasons, see "—Clinical development involves a lengthy and expensive process with an uncertain outcome, and we may encounter substantial delays due to a variety of reasons outside our control." Any delay in obtaining, or inability to obtain, applicable regulatory approval will delay or harm our ability to successfully commercialize NKX101 and NKX019 and materially adversely affect our business, financial condition, results of operations and growth prospects.

Furthermore, because NKX101 is our most advanced product candidate, and because our other product candidates are based on similar technology, if our clinical trials of NKX101 encounter safety, efficacy or manufacturing problems, development delays, regulatory issues or other problems, our development plans for NKX019 and our other product candidates in our pipeline could be significantly impaired, which could materially adversely affect our business, financial condition, results of operations and growth prospects.

We also plan to develop NKX101 for additional indications if we are able to obtain clinical proof-of-concept from our NKX101 Phase 1 trials for blood cancers including acute myeloid leukemia, or AML and myelodysplastic syndromes, or MDS, as well as hepatocellular carcinomas and other cancers localized to the liver. We may not be able to advance any of these indications through the development process. Even if we receive regulatory approval to market NKX101 for the treatment of any of these additional indications, any such additional indications may not be successfully commercialized, widely accepted in the marketplace or more effective than other commercially available alternatives. If we are unable to successfully develop and commercialize NKX101 for these additional indications, our commercial opportunity will be limited.

Furthermore, the development of NKX101 for treating solid tumors is subject to a number of risks related to liver delivery using a catheter through the hepatic artery generally, including potential damage to arteries from the catheter placement itself, from use of imaging contrast, radiation exposure and use of material to occlude the hepatic artery to cut blood supply off to the tumor, and differences between catheter models potentially introducing variability into the observed clinical effects. The

development of treatments to treat solid tumors often requires larger and more expensive clinical trials than for treating blood cancers.

We intend to develop our product candidates both as monotherapy and potentially as combination therapy, a common form of cancer treatment, with one or more currently approved cancer therapies. Even if any product candidate we 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 or similar regulatory authorities outside of the United States could revoke approval of the combination therapy used with our product candidate or that safety, efficacy, manufacturing or supply issues could arise with these existing therapies. This could result in our own products being removed from the market or being less successful commercially.

We may also evaluate our product candidates in combination with one or more other cancer therapies that have not yet been approved for marketing by the FDA or similar regulatory authorities outside of the United States. If the FDA or similar regulatory authorities outside of the United States do not approve these other drugs or revoke their approval of, or if safety, efficacy, manufacturing, or supply issues arise with, the drugs we choose to evaluate in combination with any product candidate we develop or combination therapy, we may be unable to obtain approval of or market our product candidates.

Enrollment and retention of patients in clinical trials is an expensive and time-consuming process and could be delayed, made more difficult or rendered impossible by multiple factors outside our control.

Identifying and qualifying patients to participate in our clinical trials is critical to our success. Clinical trials of a new product candidate require the enrollment of a sufficient number of patients, including patients who are suffering from the disease that the product candidate is intended to treat and who meet other eligibility criteria. The rates of patient enrollment, a significant component in the timing of clinical trials, are affected by many factors, including:

- our ability to open clinical trial sites;
- the size and nature of the patient population;
- the design and eligibility criteria of the clinical trial;
- the proximity of subjects to clinical sites;
- the patient referral practices of physicians;
- changing medical practice patterns or guidelines related to the indications we are investigating;
- competing clinical trials or approved therapies which present an attractive alternative to patients and their physicians;
- perceived risks and benefits of the product candidate under study, including as a result of adverse effects observed in similar or competing therapies;
- our ability to obtain and maintain patient consents due to various reasons, including but not limited to, patients' unwillingness to participate due to the ongoing COVID-19 pandemic;
- the risk that enrolled subjects will drop out or die before completion of the trial;
- patients failing to complete a clinical trial or returning for post-treatment follow-up; and
- our ability to manufacture the requisite materials for a patient and clinical trial.

In addition, we need to compete with many ongoing clinical trials to recruit patients into our expected clinical trials. Our clinical trials may also compete with other clinical trials for product candidates that are in a similar cellular immunotherapy area as our product candidates, and this competition could reduce the number and types of patients available to us, because some patients who might have opted to enroll in our trials may instead opt to enroll in a trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we may conduct some of our clinical trials at the same clinical

trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials at such clinical trial site. If we are unable to enroll a sufficient number of patients in our clinical trials in a timely manner, our completion clinical trials may be delayed or may not be achieved, which would prevent us from commercializing our product candidates.

Our preclinical programs may experience delays or may never advance to clinical trials, which would adversely affect our ability to obtain regulatory approvals or commercialize these programs on a timely basis or at all.

In order to obtain FDA or other regulatory authority approval to market a new biological product we must demonstrate proof of safety, purity and potency or efficacy in humans. To meet these requirements we will have to conduct adequate and well-controlled clinical trials. Before we can commence clinical trials for a product candidate, we must complete extensive preclinical testing and studies that support our planned INDs in the United States. We only have one product candidate that we expect to enter clinical development in 2020, and the rest of our programs are in preclinical development. We cannot be certain of the timely completion or outcome of our preclinical testing and studies and cannot predict if the FDA will accept our proposed clinical programs or if the outcome of our preclinical testing and studies will ultimately support the further development of our programs. As a result, we cannot be sure that we will be able to submit INDs or similar applications for our preclinical programs on the timelines we expect, if at all, and we cannot be sure that submission of INDs or similar applications will result in the FDA or other regulatory authorities allowing clinical trials to begin.

Conducting preclinical testing is a lengthy, time-consuming and expensive process. The length of time may vary substantially according to the type, complexity and novelty of the program, and often can be several years or more per program. Any delays in preclinical testing and studies conducted by us or potential future partners may cause us to incur additional operating expenses. The commencement and rate of completion of preclinical studies and clinical trials for a product candidate may be delayed by many factors, including, for example:

- inability to generate sufficient preclinical or other *in vivo* or *in vitro* data to support the initiation of clinical trials;
- delays in reaching a consensus with regulatory agencies on study design; and
- the FDA not allowing us to rely on previous findings of safety and efficacy for other similar but approved products and published scientific literature.

Moreover, because standards for pre-clinical assessment are evolving and may change rapidly, even if we reach an agreement with the FDA on a pre-IND proposal, the FDA may not accept the IND submission as presented, in which case patient enrollment would be placed on partial or complete hold and treatment of enrolled patients could be discontinued while the product candidate is re-evaluated. Even if clinical trials do begin for our preclinical programs, our clinical trials or development efforts may not be successful.

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

The results of preclinical studies may not be predictive of the results of clinical trials, and the results of any early stage clinical trials we commence may not be predictive of the results of the later-stage clinical trials. For example, preclinical models as applied to cell therapy in oncology do not adequately represent the clinical setting, and thus cannot predict clinical activity nor all potential risks, and may not provide adequate guidance as to appropriate dose or administration regimen of a given therapy. In addition, initial success in clinical trials may not be indicative of results obtained when such trials are completed. Interim data from clinical trials that we may conduct are subject to the risk that one or more of

the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Preliminary 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 announced. Negative differences between preliminary or interim data and final data could materially adversely affect the prospects of any product candidate that is impacted by such data updates.

If any of our product candidates, or any competing product candidates, demonstrate serious adverse events, including the development of severe or fatal cytokine release syndrome, neurotoxicity or graft-versus-host disease, we may be required to halt or delay further clinical development.

Undesirable side effects that may be caused by our product candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label than anticipated or the delay or denial of regulatory approval by the FDA or comparable foreign regulatory authorities. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics.

To date, we have only evaluated our product candidate in preclinical mouse models and have observed fatalities as a result of lung toxicity when administered in extremely high doses, and we therefore do not know the side effect profile of our products in humans, which we would expect would use significantly lower doses. As such, there can be no guarantee that any toxicity, or other adverse events, will not occur in human subjects during clinical trials. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics.

While studies indicate that NK cell-based therapies may be better-tolerated as compared to T cell-based therapies due to biologic differences between these cell types, there can be no assurance that patients will not experience cytokine release syndrome, or CRS, neurotoxicity, graft-versus-host disease, or GVHD or other serious adverse events. Severe adverse events associated with our product candidate NKX101 may also develop, since targeting NKG2D ligands is not yet a well-characterized modality. NKG2D targets multiple ligands, and the landscape of ligand expression is currently not fully understood. For example, there are risks that ligands may be expressed on either known or an as-yet-underappreciated population of healthy cells. Therefore, such cells may also be targeted by NKX101 and lead to adverse events of unknown frequency and severity. Such adverse events may cause delays in completion of our clinical programs. If unacceptable side effects arise in the development of our product candidates such that there is no longer a positive benefit risk, we, the FDA, the IRBs at the institutions in which our trials are conducted or the DSMB could suspend or terminate our clinical trials or the FDA or comparable foreign regulatory authorities could order us to cease clinical trials or deny approval of our product candidates for any or all targeted indications. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff, and inadequate training in recognizing or managing the potential side effects of our product candidates could result in patient injury or death.

We may seek special designations by the regulatory authorities to expedite regulatory approvals, but may not be successful in receiving such designations, and even if received, they may not benefit the development and regulatory approval process.

We may seek various designations by the regulatory authorities such as Regenerative Medicine Advanced Therapy Designation, or RMAT, Breakthrough Therapy Designation, Fast Track Designation, or PRIority MEdicine, or PRIME, from regulatory authorities, for any product candidate that we develop. A product candidate may receive RMAT designation from the FDA if it is a regenerative medicine therapy that is intended to treat, modify, reverse or cure a serious or life-

threatening condition, and preliminary clinical evidence indicates that the product candidate has the potential to address an unmet medical need for such condition. A breakthrough therapy is defined by the FDA as a drug that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over currently approved therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. If a product is intended for the treatment of a serious or life-threatening condition and preclinical or clinical data demonstrate the potential to address an unmet medical need for this condition, the product sponsor may apply for Fast Track Designation by the FDA. PRIME is a voluntary scheme launched by the EMA to strengthen support for the development of medicines that target an unmet medical need through enhanced interaction and early dialogue with developers of promising medicines in order to optimize development plans and speed up evaluation to help such medicines reach patients earlier.

Seeking and obtaining these designations is dependent upon results of our clinical program, and we cannot guarantee whether and when we may have the data from our clinical programs to support an application to obtain any such designation. The FDA and the EMA, as applicable, have broad discretion whether or not to grant any of these designations, so even if we believe a particular product candidate is eligible for one or more of these designations, we cannot assure you that the applicable regulatory authority would decide to grant it. Even if we do receive the designations we may apply for, we may not experience a faster development process, review or approval compared to conventional FDA or EMA procedures, as applicable. The FDA or EMA, as applicable, may rescind any granted designations if it believes that the designation is no longer supported by data from our clinical development program.

We may seek Orphan Drug Designation for our product candidates, and we may be unsuccessful or may be unable to maintain the benefits associated with Orphan Drug Designation, including the potential for market exclusivity.

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

Similarly, in Europe, the European Commission grants Orphan Drug Designation after receiving the opinion of the EMA Committee for Orphan Medicinal Products on an Orphan Drug Designation application. Orphan Drug Designation is intended to promote the development of drugs that are intended for the diagnosis, prevention or treatment of life-threatening or chronically debilitating conditions affecting not more than 5 in 10,000 persons in Europe and for which no satisfactory method of diagnosis, prevention, or treatment has been authorized (or the product would be a significant benefit to those affected). Additionally, designation is granted for drugs intended for the diagnosis, prevention, or treatment of a life-threatening, seriously debilitating or serious and chronic condition and when, without incentives, it is unlikely that sales of the drug in Europe would be sufficient to justify the necessary investment in developing the drug. In Europe, Orphan Drug Designation entitles a party to a number of incentives, such as protocol assistance and scientific advice specifically for designated orphan medicines, and potential fee reductions depending on the status of the sponsor.

Generally, if a drug with an Orphan Drug Designation subsequently receives the first marketing approval for the indication for which it has such designation, the drug is entitled to a period of

marketing exclusivity, which precludes the EMA or the FDA from approving another marketing application for the same drug and indication for that time period, except in limited circumstances. The applicable period is seven years in the United States and ten years in Europe. The European exclusivity period can be reduced to six years if a drug no longer meets the criteria for Orphan Drug Designation or if the drug is sufficiently profitable such that market exclusivity is no longer justified.

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

Public opinion and scrutiny of cell-based immuno-oncology therapies for treating cancer may impact public perception of our company and product candidates, or impair our ability to conduct our business.

Our platform utilizes a relatively novel technology involving the genetic modification of human NK cells and utilization of those modified cells in other individuals, and no NK cell-based immunotherapy has been approved to date. Public perception may be influenced by claims, such as claims that cell-based immunotherapy is unsafe, unethical, or immoral and, consequently, our approach may not gain the acceptance of the public or the medical community. Negative public reaction to cell-based immunotherapy in general could result in greater government regulation and stricter labeling requirements of cell-based immunotherapy products, including any of our product candidates, and could cause a decrease in the demand for any products we may develop. Adverse public attitudes may adversely impact our ability to enroll clinical trials. More restrictive government regulations or negative public opinion could have an adverse effect on our business or financial condition and may delay or impair the development and commercialization of our product candidates or demand for any products we may develop.

We may not identify or discover other product candidates and may fail to capitalize on programs or product candidates that may present a greater commercial opportunity or for which there is a greater likelihood of success.

Our business depends upon our ability to identify, develop and commercialize product candidates. A key element of our strategy is to discover and develop additional product candidates based upon our NK cell engineering platform. We are seeking to do so through our internal research programs, and may also explore strategic collaborations for the discovery of new product candidates. Research programs to identify product candidates require substantial technical, financial and human resources, whether or not any product candidates are ultimately identified. In addition, targets for different cancers may require changes to our NK manufacturing platform, which may slow down development or make it impossible to manufacture our product candidates. Our research programs may initially show promise

in identifying potential product candidates, yet fail to yield product candidates for clinical development for many reasons, including the following:

- the research methodology or technology platform used may not be successful in identifying potential product candidates;
- competitors may develop alternatives that render our product candidates obsolete or less attractive;
- we may choose to cease development if we determine that clinical results do not show promise;
- product candidates we develop may nevertheless be covered by third parties' patents or other exclusive rights;
- a product candidate may be shown to have harmful side effects or other characteristics that indicate it is unlikely to be effective or otherwise does not meet applicable regulatory criteria; and
- a product candidate may not be accepted as safe and effective by patients, the medical community or third-party payors.

Because we have limited resources, we must choose to pursue and fund the development of specific types of treatment, or treatment for a specific type of cancer, and we may forego or delay pursuit of opportunities with certain programs or product candidates or for indications that later prove to have greater commercial potential. Our estimates regarding the potential market for our product candidates could be inaccurate, and if we do not accurately evaluate the commercial potential for a particular product candidate, we may relinquish valuable rights to that product candidate through strategic collaboration, licensing or other arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate. Alternatively, we may allocate internal resources to a product candidate in a therapeutic area in which it would have been more advantageous to enter into a partnering arrangement.

If any of these events occur, we may be forced to abandon or delay our development efforts with respect to a particular product candidate or fail to develop a potentially successful product candidate.

If third parties that we rely on to conduct clinical trials do not successfully carry out their contractual duties, comply with regulatory requirements or meet expected deadlines, we may not be able to obtain marketing approval for or commercialize our product candidates.

We do not have the ability to independently conduct clinical trials. We rely on medical institutions, clinical investigators, contract laboratories, and other third parties, such as contract research organization, or CROs, to conduct or otherwise support clinical trials for our product candidates. We rely heavily on these parties for execution of clinical trials for our product candidates and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our clinical trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on CROs and other third parties will not relieve us of our regulatory responsibilities. For any violations of laws and regulations during the conduct of our clinical trials, we could be subject to untitled letters, warning letters or enforcement action that may include civil penalties up to and including criminal prosecution.

We and the third parties on which we rely for clinical trials are required to comply with regulations and requirements, including Good Clinical Practice, or GCP, for conducting, monitoring, recording and reporting the results of clinical trials to ensure that the data and results are scientifically credible and accurate, and that the trial patients are adequately informed of the potential risks of participating in clinical trials and their rights are protected. These regulations are enforced by the FDA, the competent authorities of the European Union member states, and comparable foreign regulatory authorities for

any drugs in clinical development. The FDA enforces GCP requirements through periodic inspections of clinical trial sponsors, principal investigators and trial sites. If we or these third parties fail to comply with applicable GCP, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that, upon inspection, the FDA will determine that any of our future clinical trials will comply with GCP. In addition, our clinical trials must be conducted with product candidates produced under cGMP regulations. Our failure or the failure of these third parties to comply with these regulations may require us to repeat clinical trials, which would delay the marketing approval process and could also subject us to enforcement action. The COVID-19 pandemic and government measures taken in response have also had a significant impact on our CROs, and we expect that they will face further disruption, which may affect our ability to initiate and complete our preclinical studies and clinical trials. We also are required to register certain ongoing clinical trials and provide certain information, including information relating to the trial's protocol, on a government-sponsored database, ClinicalTrials.gov, within specific timeframes. Failure to do so can result in fines, adverse publicity and civil and criminal sanctions.

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

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

If third parties do not perform our clinical trials in a satisfactory manner, breach their obligations to us or fail to comply with regulatory requirements, we would be unable to rely on clinical data collected by these third parties and may be required to repeat, extend the duration of, or increase the size of any clinical trials we conduct, which could significantly delay commercialization and require significantly greater expenditures.

If any of our relationships with these third parties terminate, we may not be able to enter into arrangements with alternative third parties on commercially reasonable terms, or at all. If third parties 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 are compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, any clinical trials such third parties are associated with may be extended, delayed or terminated, and we may not be able to obtain marketing approval for or successfully commercialize our product candidates. As a result, we believe that our financial results and the commercial prospects for our product candidates in the subject indication would be harmed, our costs could increase and our ability to generate revenue could be delayed.

If we fail to compete effectively with academic institutions and other biotechnology companies that are developing similar or alternatives to cellular immunotherapy product candidates, our business will be materially adversely affected.

The development and commercialization of new cellular immunotherapy products is highly competitive. We face competition from existing and future competitors with respect to each of our

product candidates currently in development, and will face competition with respect to other product candidates that we may seek to develop or commercialize in the future. For example, Kymriah and Yescarta are direct competitors to our product candidate NKX019, which have been commercially approved. Our known biopharmaceutical competitors working on allogeneic CAR-NK or CAR-T therapies currently include Allogene, Astellas, Bristol-Myers Squibb, Celyad, Fate Therapeutics, Gilead, NantKwest, Novartis, Surface Oncology, Takeda and numerous other biopharmaceutical companies. Furthermore, many companies are seeking to harness NK biology through engagers that seek to direct a patient's own NK cells to the site of a tumor. Such competitors include Affimed, Amgen, Dragonfly Therapeutics, Innate Pharma, and Servier. In addition, numerous academic institutions are conducting preclinical and clinical research in these areas, as well as with other white blood cell types including NK-T cells and gamma-delta T cells. It is also possible that new competitors, including those developing similar or alternatives to cellular immunotherapy product candidates, may emerge and acquire significant market share. Such competitors may have an advantage over us due to their greater size, resources or institutional experience, or may develop product candidates that are safer, more effective, more widely accepted, more cost-effective or enable higher patient quality of life than ours. More established biopharmaceutical companies may also develop and commercialize their product candidates at a faster rate, which could render our product candidates obsolete or non-competitive before they are fully developed or commercialized. If we are not able to compete effectively against our existing and potential competitors, our business, financial condition, results of operations and growth prospects may be materially adversely affected.

We will need to increase the size of our organization, and we may experience difficulties in managing growth.

As of May 31, 2020, we had 64 full-time employees. We will need to continue to expand our managerial, operational, quality, manufacturing, finance, sales and other resources in order to manage our operations and clinical trials, continue our development activities and eventually commercialize our product candidates. Our management and personnel, systems and facilities currently in place may not be adequate to support this future growth. Our need to effectively execute our growth strategy requires that we:

- discover new product candidates, develop the process and analytical methods for IND-enabling studies and FDA submissions, complete the required IND-enabling studies for each, and receive approval from the FDA and other regulatory authorities to initiate clinical trials for such product candidates;
- manage our clinical trials effectively;
- identify, recruit, retain, incentivize and integrate additional employees;
- complete the buildout and qualification of our in-house clinical GMP manufacturing facility; and
- continue to improve our operational, financial and management controls, reports systems and procedures.

If we are unable to attract skilled employees, increase the size of our organization or manage our future growth effectively, it will impair our ability to execute our business strategy and our business, financial condition, results of operations and growth prospects will be materially adversely affected.

If we fail to attract and retain senior management, clinical, and key scientific personnel, we may be unable to successfully develop our product candidates, conduct our clinical trials and commercialize our product candidates.

Our success depends in part on our continued ability to attract, retain and motivate highly qualified management, clinical and scientific personnel. We are highly dependent upon our senior management, particularly our chief executive officer, as well as other members of our senior management team. The loss of services of any of these individuals could delay or prevent the successful development of our

product pipeline, initiation or completion of our planned clinical trials or the commercialization of our future product candidates. We do not have employment agreements with our senior management team.

Competition for qualified personnel in the biotechnology and pharmaceuticals field is intense due to the limited number of individuals who possess the skills and experience required by our industry. We will need to hire additional personnel as we expand our clinical development and if we initiate commercial activities. We may not be able to attract and retain quality personnel on acceptable terms, or at all. If we are unable to hire and retain the qualified personnel we need to operate our business, our business, financial condition, results of operations and growth prospects would be materially adversely affected. In addition, to the extent we hire personnel from competitors, we may be subject to allegations that they have been improperly solicited or that they have divulged proprietary or other confidential information, or that their former employers own their research output.

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

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

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

Any such outcomes could materially adversely affect our business, financial condition, results of operations and growth prospects.

Our insurance policies may be inadequate, may not cover all of our potential liabilities and may potentially expose us to unrecoverable risks.

We do not carry insurance for all categories of risk that our business may encounter. Although we maintain product liability insurance coverage that also covers our clinical trials, such insurance may not be adequate to cover all liabilities that we may incur, and we may be required to increase our product liability insurance coverage. We anticipate that we will need to increase our insurance coverage each time we commence a clinical trial and if we successfully commercialize any product candidate. Insurance availability, coverage terms and pricing continue to vary with market conditions. We endeavor to obtain appropriate insurance coverage for insurable risks that we identify. However, we may fail to correctly anticipate or quantify insurable risks, we may not be able to obtain appropriate insurance coverage and insurers may not respond as we intend to cover insurable events that may occur. Any significant uninsured liability may require us to pay substantial amounts, which would materially adversely affect our business, financial condition, results of operations and growth.

In addition, although we are dependent on certain key personnel, we do not have any key man life insurance policies on any such individuals. Therefore, if any of our chief executive officer or other

executive officers die or become disabled, we will not receive any compensation to assist with such individual's absence. The loss of such person could materially adversely affect our business, financial condition, results of operations and growth prospects.

Our business involves the use of hazardous materials and we and our third-party manufacturers and suppliers must comply with environmental laws and regulations, which can be expensive and restrict how we do business.

Our research and development activities and our third-party manufacturers' and suppliers' activities involve the controlled storage, use and disposal of hazardous materials owned by us. We and our manufacturers and suppliers are subject to laws and regulations governing the use, manufacture, storage, handling and disposal of these hazardous materials. In some cases, these hazardous materials and various wastes resulting from their use are stored at our manufacturers' facilities pending their use and disposal.

We cannot eliminate the risk of contamination, which could cause an interruption of our research and development efforts and business operations, environmental damage resulting in costly clean-up and liabilities under applicable laws and regulations governing the use, storage, handling and disposal of these materials and specified waste products. Although we believe that the safety procedures utilized by our third-party manufacturers and suppliers for handling and disposing of these materials generally comply with the standards prescribed by these laws and regulations, we cannot guarantee that this is the case or eliminate the risk of accidental contamination or injury from these materials. In such an event, we may be held liable for any resulting damages and such liability could exceed our resources and state or federal or other applicable authorities may curtail our use of certain materials and/or interrupt our business operations. Furthermore, environmental laws and regulations are complex, change frequently and have tended to become more stringent over time. We cannot predict the impact of such changes and cannot be certain of our future compliance. We do not currently carry biological or hazardous waste insurance coverage. Any contamination by such hazardous materials could therefore materially adversely affect our business, financial condition, results of operations and growth prospects.

Computer system interruptions or security breaches could significantly disrupt our product development programs and our ability to operate our business.

Our internal computer systems, cloud-based computing services and those of our current and any future collaborators and other contractors or consultants are vulnerable to damage or interruption from computer viruses, data corruption, cyber-based attacks, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. While we have not experienced any significant system failure, accident or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other proprietary information, the disclosure of protected personally identifiable patient information or other similar disruptions. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Furthermore, federal, state and international laws and regulations, such as the European Union's General Data Protection Regulation, or the GDPR, which took effect in May 2018, and the California Consumer Protection Act, which took effect on January 1, 2020, can expose us to enforcement actions and investigations by regulatory authorities, and potentially result in regulatory penalties and significant legal liability, if our information technology security efforts fail or if our privacy practices do not meet the requirements of such laws. Other states are considering similar laws that could impact our use of research data with respect to individuals in those states. There are extensive documentation obligations and transparency requirements, which may impose significant costs on us. In addition, our software systems include cloud-based applications that are hosted by third-party service providers with

security and information technology systems subject to similar risks. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, our competitive position could be harmed and the further development and commercialization of our product candidates could be delayed, any of which could materially adversely affect our business, financial condition, results of operations and growth prospects.

Risks Related to Manufacturing

Our manufacturing process is complex and we may encounter difficulties in production, which would delay or prevent our ability to provide a sufficient supply of our product candidates for clinical trials or our products for patients, if approved.

Our product candidates are genetically engineered human cells, and the process of manufacturing such product candidates, as well as engineered K562 cells and viral vectors, is complex, highly regulated and subject to numerous risks. Manufacturing our product candidates involves harvesting white blood cells from a donor, isolating the NK cells, activating and expanding the NK cells, introducing a g-retrovirus with genes encoding the proteins we wish to express, cryopreservation, storage and eventually shipment and infusing the cell product into the patient's body. As a result of these complexities, the cost to manufacture our cellular product candidates, engineered K562 cells and viral vector is generally higher than traditional small-molecule chemical compounds or biologics, and the manufacturing process is less reliable and more difficult to reproduce.

Our manufacturing process will be susceptible to product loss or failure, or product variation that may negatively impact patient outcomes, due to logistical issues associated with the collection of starting material from the donor, shipping such material to the manufacturing site, shipping the final product back to the clinical trial recipient, preparing the product for administration, infusing the patient with the product, manufacturing issues or different product characteristics resulting from the differences in donor starting materials, variations between reagent lots, interruptions in the manufacturing process, contamination, equipment or reagent failure, improper installation or operation of equipment, vendor or operator error, inconsistency in cell growth and variability in product characteristics.

Even minor deviations from normal manufacturing processes could result in reduced production yields, product defects and other supply disruptions. If, for any reason in our NKX101 study, we lose the starting material for a manufactured product for one of our clinical trial patients at any point in the process, the manufacturing process for that patient would need to be restarted and the resulting delay could require restarting the manufacturing process, or could result in such patient no longer participating in our clinical trial. If microbial, viral or other contaminations are discovered in our product candidates or in any of the manufacturing facilities in which products or other materials are made, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. We will be required to maintain a chain of identity with respect to materials as they move from the donor to the manufacturing facility, through the manufacturing process and back to the clinical trial recipient. Maintaining a chain of identity is difficult and complex, and failure to do so could result in adverse patient outcomes, loss of product or regulatory action, including withdrawal of our products from the market, if licensed. Any failure in the foregoing processes could render a batch of product unusable, could affect the regulatory approval of such product candidate, could cause us to incur fines or penalties or could harm our reputation and that of our product candidates.

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

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

We rely on third parties to manufacture our product candidates, which increases the risk that we will not have sufficient quantities of such product candidates or products or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.

We do not own or operate cGMP facilities for the production of clinical or commercial supplies of the product candidates that we are developing or evaluating in our development programs. We have limited personnel with experience in drug manufacturing and lack the resources and the capabilities to manufacture any of our product candidates on a clinical or commercial scale. We outsource all manufacturing of our product candidates and products to third parties until we can complete a cGMP facility in South San Francisco, California that will allow us to supply the product candidates needed for our early-stage clinical trials. We compete with other companies for access to cGMP facilities and cannot assure continued access.

In order to conduct clinical trials of product candidates, we will need to have them manufactured in potentially large quantities. Our third-party manufacturers may be unable to increase the manufacturing capacity for any of our product candidates in a timely or cost-effective manner, or at all. In addition, quality issues may arise during scale-up activities and at any other time. If these third-party manufacturers are unable to, or do not, scale up the manufacture of our product candidates in sufficient quality and quantity, the development, testing and clinical trials of that product candidate may be delayed or infeasible, and regulatory approval or commercial launch of that product candidate may be delayed or not obtained, which could significantly harm our business.

We do not currently have any agreements with third-party manufacturers for the long-term commercial supply. We may be unable to enter into agreements with third-party manufacturers for commercial supplies of any product candidate that we develop, or may be unable to do so on acceptable terms. Even if we are able to establish and maintain arrangements with third-party manufacturers, reliance on third-party manufacturers entails risks, including:

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

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

If the third parties that we engage to supply any materials or to manufacture any products for our preclinical tests and clinical trials should cease to continue to do so for any reason, including due to the effects of the COVID-19 pandemic and the actions undertaken by governments and private enterprises to contain COVID-19, we likely would experience delays in advancing these tests and trials while we identify and qualify replacement suppliers or manufacturers and we may be unable to obtain replacement supplies on terms that are favorable to us. In addition, if we are not able to obtain adequate supplies of our product candidates or the substances used to manufacture them, it will be more difficult for us to develop our product candidates and compete effectively.

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

We are reliant on a sole supplier for certain steps of our manufacturing process.

Our manufacturing process for NKX101 and for NKX019 depends on the use of the Miltenyi CliniMACS Plus system, and related reagents, all of which are only available from Miltenyi as the sole supplier. In addition, some of these reagents, at the time of procurement, typically expire after approximately four to six months. This short expiration period means that stocking the reagents in large quantities for future needs would not be an effective strategy to mitigate against the risk of shortage due to disruption of the supply chain.

Furthermore, while many of the reagents and consumables used in our manufacturing process are available from more than one commercial supplier, we have not confirmed the suitability of the use of all such reagents and consumables in our manufacturing process. Even if we are able to replace any raw materials or consumables with an alternative, such alternatives may cost more, result in lower yields or not be as suitable for our purposes. In addition, some of the raw materials that we use are complex materials, which may be more difficult to substitute. Therefore, supply disruptions could result in delays and additional regulatory submissions and prevent us from being able to manufacture our product candidates due to the unsuitability of the substituted reagent or consumable that we are able to procure.

Any disruption in supply of these instruments and reagents could result in delays in our clinical trials, which would materially adversely affect our business, financial condition, results of operations and growth prospects.

Delays in commissioning and receiving regulatory approvals for our manufacturing facilities could delay our development plans and thereby limit our ability to generate revenues.

We believe that internal cGMP manufacturing is important to facilitate clinical product supply, lower the risk of manufacturing disruptions and enable more cost-effective manufacturing. We are building a cGMP facility in South San Francisco, California that will allow us to supply the product candidates needed for our early-stage clinical trials. We also plan to build a facility for the commercial-scale manufacture of our product candidates in the future. The design, construction, qualification and regulatory approvals for such facilities require substantial capital and technical expertise and any delay would limit our development activities and our opportunities for growth.

Furthermore, our manufacturing facility will be subject to ongoing, periodic inspection by the FDA and other comparable regulatory agencies to ensure compliance with cGMP. Our failure to follow and document our adherence to these regulations or other regulatory requirements may lead to significant delays in the availability of products for clinical use or may result in the termination of or a hold on a clinical study. Failure to comply with applicable regulations could also result in sanctions being imposed on us, including fines, injunctions, civil penalties, a requirement to suspend or put on hold one

or more of our clinical trials, failure of regulatory authorities to grant marketing approval of our drug candidates, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of drug candidates, operating restrictions and criminal prosecutions, any of which could materially adversely affect our business, financial condition, results of operations and growth prospects.

We also may encounter problems with the following:

- complying with regulations regarding donor traceability, manufacturing, release of product candidates and other requirements from regulatory authorities outside the United States;
- achieving adequate or clinical-grade materials that meet regulatory agency standards or specifications with consistent and acceptable production yield and costs;
- bacterial, fungal or viral contamination in our manufacturing facility; and
- shortages of qualified personnel, raw materials or key contractors.

Our product candidates, if approved by applicable regulatory authorities, may require significant commercial supply to meet market demand. In these cases, we may need to increase, or "scale up," the production process by a significant factor over the initial level of production. If we fail to develop sufficient manufacturing capacity and experience, whether internally or with a third party, are delayed in doing so, or fail to manufacture our product candidates economically or on reasonable scale or volumes, or in accordance with cGMP, or if the cost of this scale-up is not economically feasible, our development programs and commercialization of any approved products will be materially adversely affected and we may not be able to produce our product candidates in a sufficient quantity to meet future demand and our business, financial condition, results of operations and growth prospects may be materially adversely affected.

The optimal donor and manufacturing parameters for our product candidates have not been definitively established, which may hinder our ability to optimize our product candidates or to address any safety or efficacy issues that may arise.

If any of our clinical trials reveal issues with the safety or efficacy of any of our product candidates, modification of the donor selection criteria or the manufacturing process may be necessary to address such issues. However, we have not fully characterized or identified how donor characteristics and manufacturing process parameters affect the optimal cancer cell killing ability for our engineered NK cell product candidates for in vitro and animal efficacy studies or how such potency differences may translate into efficacy to be seen in human clinical trials, including both the proportion of patients who achieve a meaningful clinical response, and the duration of any such clinical responses. As a result, our ability to improve our manufacturing process or product potency, safety, or efficacy according to such parameters is limited and may require significant trial and error, which may cause us to incur significant costs or could result in significant delays to the clinical development and eventual commercialization of our product candidates.

We are dependent on third parties to store our CAR-NK cells, viral vector, master and working cell banks of the engineered K562 cells, and any damage or loss would cause delays in replacement, and our business could suffer.

The CAR-NK cells, the viral vector, and the master and working cell banks of the engineered K562 cells are stored in freezers at third-party biorepositories and will also be stored in our freezers at our production facility. If these materials are damaged at these facilities, including by the loss or malfunction of these freezers or our back-up power systems, as well as by damage from fire, power loss or other natural disasters, we would need to establish replacement CAR-NK cells, viral vector, and master and working cell banks of the engineered K562 cells, which would impact clinical supply and delay our patients' treatments. If we are unable to establish replacement materials, we could incur significant additional expenses and liability to patients whose treatment is delayed, and our business could suffer.

We have not yet developed a validated methodology for freezing and thawing large quantities of CAR-NK cells, which we believe will be required for the storage and distribution of our CAR-NK product candidates.

We have not yet demonstrated that CAR-NK cells, which can be frozen and thawed in smaller quantities, can also be frozen and thawed in large quantities without damage, in a cost-efficient manner and without degradation over time. We may encounter difficulties not only in developing freezing and thawing methodologies for large scale use, but also in obtaining the necessary regulatory approvals for using such methodologies in treatment. If we cannot adequately demonstrate similarity of our frozen product to the unfrozen form to the satisfaction of the FDA, we could face substantial delays in our regulatory approvals. If we are unable to freeze CAR-NK cells for shipping purposes, our ability to promote adoption and standardization of our products, as well as achieve economies of scale by centralizing our production facility, will be limited. Even if we are able to successfully freeze and thaw CAR-NK cells in large quantities, we will still need to develop a cost-effective and reliable distribution and logistics network, which we may be unable to accomplish.

Furthermore, we have not yet demonstrated long-term stability of cryopreserved CAR-NK cells and therefore do not know if we will be able to store the cryopreserved cells for extended periods of time. If we are unable to demonstrate long-term stability, we will need to reduce the manufacturing batch size to ensure that the material we produce will be used before it expires. In that case, the scaling of our production processes will not deliver the efficiencies we expect, and the cost per dose of our product candidates will be substantially higher.

For these and other reasons, we have not yet established the long-term stability of our cryopreserved CAR-NK Cells and we may not be able to commercialize CAR-NK cells on a large scale or in a cost-effective manner. If such product is found to be instable, we would be required to conduct more frequent manufacturing runs, which could cause us to incur significant additional expenses.

Risks Related to Our Intellectual Property

If our license agreement with National University of Singapore and St. Jude's Children's Research Hospital, Inc. is terminated, we could lose our rights to key components enabling our NK cell engineering platform.

In August 2016, we entered into a license agreement with the National University of Singapore and St. Jude Children's Research Hospital, Inc., or the Licensors. Pursuant to this license, the Licensors granted to us an exclusive, worldwide, royalty-bearing, sublicensable license under specified patents and patent applications related to NK cell technology in the field of therapeutics. We make single-digit royalty payments, patent expenses, license maintenance fees and milestone payments to the Licensors. The term of the license agreement extends until expiration of the last of the patent rights licensed to us by the Licensors, which is currently expected to occur in approximately 2039. The Licensors may terminate the license agreement upon the occurrence of certain events, such as an uncured material breach by us, the cessation of our business or our insolvency, liquidation or receivership. If the Licensors terminate or narrow the license agreement, we could lose the use of intellectual property rights that may be material or necessary to the development or production of our product candidates, which could impede or prevent our successful commercialization of such product candidates and materially adversely affect our business, financial condition, results of operations and growth prospects.

Furthermore, our patent license agreement with the Licensors is field-specific and has been granted to us in the field of therapeutics. This license agreement permits to Licensors to practice the licensed rights, and to allow non-profit academic third parties to practice the licensed rights for certain academic purposes. As such, certain patents in a patent family that is licensed to us by the Licensors

have been licensed to at least one other third party. Although these patents should not be overlapping with our licensed patents, there is a risk that inadvertent overlap may occur, and thus resources may have to be expended to resolve any such overlap and to prevent other licensees from practicing under our licensed patents rights. If any of the foregoing were to occur, it could delay our development and commercialization of our product candidates, which in turn could materially adversely affect our business, financial condition, results of operations and growth prospects.

Our development and commercialization rights to our current and future product candidates and technology are subject, in part, to the terms and conditions of licenses granted to us by others.

Our patent portfolio consists of a combination of issued patents and pending patent applications licensed from third parties, jointly owned with third parties and assigned solely to us based on our ongoing development activities. We are reliant upon certain of these rights and proprietary technology from third parties for the engineering and development of our current and future product candidates. However, 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 choose 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 all of our licenses.

We also engage in collaborations with scientists at academic and non-profit institutions to access technologies and materials that are not otherwise available to us. Although the agreements that govern these collaborations may include an option to negotiate an exclusive license to the institution's rights in any inventions that are created in the course of these collaborations, we may not be able to come to a final agreement for an exclusive license with an institution.

Such licenses and other contracts may be the subject of disagreements with the grantors and/or various third parties regarding the interpretation of such licenses and contracts. The resolution of any such disagreements that may arise could affect the scope of our rights to the relevant technology, or affect financial or other obligations under the relevant agreement, either of which could inhibit our ability to utilize the underlying technology in a cost-effective manner to develop and commercialize our product candidates, which in turn could have materially adversely affect our business, financial condition, results of operations and growth prospects.

Under certain circumstances such as a material breach of terms, our licensors could terminate our license agreements. If these in-licenses are terminated, or if the underlying patents fail to provide the intended exclusivity, competitors would have the freedom to seek regulatory approval of, and to market, products identical to ours. In addition, we may seek to obtain additional licenses from our licensors and, in connection with obtaining such licenses, we may agree to amend our existing licenses in a manner that may be more favorable to the licensors, including by agreeing to terms that could enable third parties (potentially including our competitors) to receive licenses to a portion of the intellectual property that is subject to our existing licenses.

In addition, we may not have the right to control the preparation, filing, prosecution, maintenance, enforcement and defense of patents and patent applications directed to the technology that we license from third parties. Therefore, we cannot be certain that these patents and patent applications will be prepared, filed, prosecuted, maintained, enforced and defended in a manner consistent with our best interests. 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 the subject of such licensed rights could be impaired. Additionally, we may be required to reimburse our licensors for all of their expenses

related to the prosecution, maintenance, enforcement and defense of patents and patent applications that we in-license from them.

Furthermore, 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 harm our competitive position, and our business.

Duration of patent terms may be inadequate to protect our competitive position on our product candidates for an adequate amount of time, and the expiration of our patents may subject us to increased competition.

As of May 31, 2020, the patent portfolio that is assigned to us, jointly owned with others or licensed to us includes five issued U.S. patents, one issued Japanese patent, 16 pending U.S. patent applications and 44 pending international patent applications, across our Platform, NKX101 and NKX019 families. Our portfolio of issued patents, excluding pending patent applications, has expiration dates between 2024 and 2035. Our portfolio, including issued patents, and including pending applications if they issue, has expiration dates between 2024 and 2041. At least 45 of our issued patents and pending patent applications relate to supporting commercialization of our current product candidates, while the remaining issued patents and pending patent applications relate to future product candidates and alternative technologies. We plan to file additional patent applications that could potentially allow for further increase of the exclusive market protection for use of NKX101 and NKX019. However, we can provide no assurance that we will be able to file or receive additional patent protection for these or other product candidates.

Patent expiration dates may be shortened or lengthened by a number of factors, including terminal disclaimers, patent term adjustments, supplemental protection certificates and patent term extensions. Patent term extensions and supplemental protection certificates, and the like, may be impacted by the regulatory process and may not significantly lengthen patent term. Our patent protection could also be reduced or eliminated for noncompliance with various procedural, document submission, fee payment and other requirements imposed by government patent agencies. In addition, if we fail to apply for applicable patent term extensions or adjustments, we will have a more limited time during which we can enforce our granted patent rights.

Given the amount of time required for the development, testing and regulatory review of product candidates, patents protecting such candidates might expire before or shortly after such product candidates are commercialized. We expect to seek extensions of patent terms in the United States and, if available, in other countries where we have or will obtain patent rights. In the United States, the Drug Price Competition and Patent Term Restoration Act of 1984 permits a patent term extension of up to five years beyond the normal expiration of the patent; provided that the patent is not enforceable for more than 14 years from the date of drug approval, which is limited to the approved indication (or any additional indications approved during the period of extension). Furthermore, only one patent per approved product can be extended and only those claims directed to the approved product, a method for using it or a method for manufacturing it may be extended. However, the applicable authorities, including the FDA and the USPTO in the United States, and any equivalent regulatory authority in other countries, may not agree with our assessment of whether such extensions are available, and may refuse to grant extensions to our patents, or may grant more limited extensions than we request. If we are responsible for patent prosecution and maintenance of patent rights in-licensed to us, we could be exposed to liability to the applicable patent owner. If we or our licensors fail to maintain the patents and patent applications covering our product candidates and technologies, we may not be able to prevent a competitor from marketing products that are the same as or similar to our product candidates. Further, others commercializing products similar or identical to ours, and our competitors

may be able to take advantage of our investment in development and clinical trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case, which could increase competition for our product candidates and materially adversely affect our business, financial condition, results of operations and growth prospects.

If any patent protection we obtain is not sufficiently robust, our competitors could develop and commercialize products and technology similar or identical to ours.

The market for cell therapy is highly competitive and subject to rapid technological change. Our success depends, in large part, on our ability to maintain a competitive position in the development and protection of technologies and products for use in these fields and to obtain and maintain patent protection in the United States and other countries with respect to our product candidates and our technology. We have sought, and intend to seek, to protect our proprietary position by filing patent applications in the United States and abroad related to our product candidates and our technology that are important to our business. If we are unable to protect our intellectual property, our competitive position could be materially adversely affected, as third parties may be able to make, use or sell products and technologies that are substantially the same as ours without incurring the sizeable development and licensing costs that we have incurred. This, in turn, would materially adversely affect our ability to compete in the market.

The patent position of biotechnology and pharmaceutical companies generally is uncertain, involves complex legal and factual questions and has, in recent years, been the subject of much litigation. 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 that protect our technology or product candidates or effectively prevent others from commercializing competitive technologies and product candidates.

The patent prosecution process is 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. We may also fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection.

Claim scope in a patent application can be significantly reduced before the patent is issued, and its scope can be reinterpreted after issuance. Even if the patent applications we license or own do 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. Our competitors or other third parties may be able to circumvent our patents by developing similar or alternative products in a non-infringing manner.

Even after issuance, our owned and in-licensed patents may be subject to challenge, which if successful could require us to obtain licenses from third parties, which may not be available on commercially reasonable terms or at all, or to cease the use of the underlying technology, which could materially adversely affect our business.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our patents, even after issuance, may be challenged in the courts or patent offices in the United States and abroad. Third-party challenges may result in a loss of exclusivity or in our patent claims being narrowed, invalidated or held unenforceable, which could limit our ability to prevent others from using or commercializing similar or identical technology and products, or could limit the duration of the patent protection of our technology and product candidates.

Even if our patents are determined to be valid and enforceable, they may not be interpreted sufficiently broadly to prevent others from marketing products similar to ours or designing around our patents.

We are currently involved in two patent re-examination proceedings. On August 1, 2018, a third party requested ex-parte re-examination of certain claims of U.S. Patent No. 9,511,092 and this re-examination is currently pending with the USPTO. On August 2, 2019, a third party requested an ex-parte re-examination on the remaining claims of U.S. Patent No. 9,511,092, and this re-examination is currently pending with the USPTO. U.S. Patent No. 9,511,092 relates generally to chimeric receptor complexes that bind certain specific natural killer cell ligands and methods of using natural killer cells. U.S. Patent No. 9,511,092 does not relate to our current product candidates but may relate to future product candidates or alternative technologies. Although we plan to vigorously protect our intellectual property rights, as with all legal proceedings, there can be no guarantee as to the outcome, and, regardless of the merits of third-party challenges, such proceedings are time-consuming and costly. As a result of such re-examinations, our rights under the relevant patents could be narrowed or lost, and in the course of such proceedings, we may incur substantial costs, and the time and attention of our management may be diverted from the development and commercialization of our product candidates.

We may not identify relevant third-party patents or may incorrectly interpret the relevance, scope or expiration of a third-party patent, which could materially adversely affect our ability to develop, manufacture and market our product candidates.

There are many patents issued or applied for in the biotechnology industry, and we may not be aware of patents or patent applications held by others that relate to our business. We cannot guarantee that any of our or our licensors' patent searches or analyses, including but not limited to the identification of relevant patents, analysis of the scope of relevant patent claims or determination of the expiration of relevant patents, are complete or thorough, nor can we be certain that we have identified each and every third-party patent and pending application in the United States and elsewhere that is relevant to or necessary for the development and commercialization of our product candidates in any jurisdiction.

For example, patent applications in the United States and many international jurisdictions are typically not published until 18 months after the filing of certain priority documents (or, in some cases, are not published until they issue as patents) and publications in the scientific literature often lag behind actual discoveries. Thus, we cannot be certain that others have not filed patent applications or made public disclosures relating to our technology or our contemplated technology. A third party may have filed, and may in the future file, patent applications directed to our products or technology similar to ours. Any such patent application may have priority over our patent applications or patents, which could further require us to obtain rights to patents directed to such technologies. If third parties have filed such patent applications, an interference proceeding in the United States can be initiated by such third party, or by the USPTO itself, to determine who was the first to invent any of the subject matter recited by the patent claims of our applications.

Furthermore, after issuance, the scope of patent claims remains subject to construction as determined by an interpretation of the law, the written disclosure in a patent and the patent's prosecution history. Our interpretation of the relevance or the scope of a patent or a pending application may be incorrect, and we may incorrectly determine that our product candidates are not covered by a third party patent or may incorrectly predict whether a third party's pending application will issue with claims of relevant scope. Our determination of the expiration date of any patent in the United States or elsewhere that we consider relevant may also be incorrect, which. If we fail to correctly identify or interpret relevant patents, we may be subject to infringement claims. We cannot guarantee that we will be able to successfully settle or otherwise resolve such infringement claims. If we fail in any such dispute, in addition to being forced to pay monetary damages, we may be

temporarily or permanently prohibited from commercializing our product candidates. We may also be forced to attempt to redesign our product candidates in a manner that no longer infringes third-party intellectual property rights. Any of these events, even if we were ultimately to prevail, could require us to divert substantial financial and management resources that we would otherwise be able to devote to the development and commercialization of our product candidates.

Claims brought against us for infringing, misappropriating or otherwise violating intellectual property rights of third parties or engaging in unfair competition, would be costly and time-consuming and could prevent or delay us from successfully developing or commercializing our product candidates.

Our success depends in part on our ability to develop, manufacture and market our technology and use our technology without infringing the proprietary rights of third parties. As the relevant product industries expand and more patents are issued, the risk increases that there may be patents issued to third parties that relate to our products and technology of which we are not aware or that we may need to challenge to continue our operations as currently contemplated. As a result, our technology and any future products that we commercialize could be alleged to infringe patent rights and other proprietary rights of third parties, which may require costly litigation and, if we are not successful, could cause us to pay substantial damages and/or limit our ability to commercialize our product candidates.

We may face allegations that we have infringed the trademarks, copyrights, patents and other intellectual property rights of third parties. We employ individuals who were previously employed at other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Accordingly, we may be subject to claims that these employees, or we, have used or disclosed trade secrets or other proprietary information of their former employers. Litigation may make it necessary to defend ourselves by determining the scope, enforceability and validity of third-party proprietary rights, or to establish our proprietary rights. Regardless of whether any such claims that we are infringing patents or other intellectual property rights have merit, such claims can be time consuming, divert management attention and financial resources and are costly to evaluate and defend.

Results of any such litigation are difficult to predict and may require us to stop treating certain conditions, obtain licenses or modify our product candidates while we develop non-infringing substitutes, or may result in significant settlement costs. Litigation can involve substantial damages for infringement (and if the court finds that the infringement was willful, we could be ordered to pay treble damages and the patent owner’s attorneys’ fees), and the court could prohibit us from selling or require us to take a license from a third party, which the third party is not required to do at a commercially reasonable price or at all. If a license is available from a third party, we may have to pay substantial royalties, upfront fees, milestone fees, or grant cross-licenses to intellectual property rights for our products. We may also have to redesign our products so they do not infringe third-party intellectual property rights, which may not be possible or may require substantial monetary expenditures and time, during which our products may not be available for manufacture, use, or sale.

We may not be able to effectively monitor unauthorized use of our intellectual property and enforce our intellectual property rights against infringement, and may incur substantial costs as a result of bringing litigation or other proceedings relating to our intellectual property rights.

Monitoring unauthorized use of our intellectual property is difficult and costly. From time to time, we review our competitors’ products for potential infringement of our rights. We may not be able to detect unauthorized use of, or take appropriate steps to enforce, our intellectual property rights. Any inability to meaningfully monitor unauthorized use of our intellectual property could result in competitors offering products that incorporate our product or service features, which could in turn reduce demand for our products.

We may also, from time to time, seek to enforce our intellectual property rights against infringers when we determine that a successful outcome is probable and may lead to an increase in the value of the intellectual property.

If we choose to enforce our patent rights against a party, that party could counterclaim that our patent is invalid and/or unenforceable. The defendant may challenge our patents through proceedings before the Patent Trial and Appeal Board, or PTAB, including inter partes and post-grant review. Proceedings to challenge patents are also available internationally, including, for example, opposition proceedings and nullity actions. In patent litigation in the United States, counterclaims alleging invalidity and/or unenforceability and PTAB challenges are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness or non-enablement. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the USPTO, or made a misleading statement, during prosecution. Third parties may also raise similar claims before the PTAB, even outside the context of litigation. 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, of which we and the patent examiner were unaware during prosecution. 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 our product candidates.

In addition, such lawsuits and proceedings are expensive and would consume time and resources and divert the attention of managerial and scientific personnel even if we were successful in stopping the infringement of such patents. Litigation is inherently unpredictable, and there is a risk that the court will decide that such patents are not valid and that we do not have the right to stop the other party from using the inventions. Furthermore, some of our competitors may be able to sustain the costs of complex patent litigation more effectively than we can because they have substantially greater resources. There is also the risk that, even if the validity of such patents is upheld, the court will refuse to stop the other party on the ground that such other party's activities do not infringe our intellectual property rights.

There could also be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it could materially adversely affect the price of our common stock. Finally, any uncertainties resulting from the initiation and continuation of any litigation could materially adversely affect our ability to raise the funds necessary to continue our operations.

We will not seek to protect our intellectual property rights in all jurisdictions throughout the world and we may not be able to adequately enforce our intellectual property rights even in the jurisdictions where we seek protection.

We have a number of international patents and patent applications, and expect to continue to pursue patent protection in many of the significant markets in which we intend to do business. However, filing, prosecuting and defending patents relating to our product candidates, including all of our in-licensed patent rights, in all countries throughout the world would be prohibitively expensive. We must ultimately seek patent protection 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.

Furthermore, the protection offered by intellectual property rights in certain countries outside of the United States may be less extensive than those in the United States. Consequently, we may not be able to prevent third parties from utilizing proprietary technology in all countries outside of the United States, even if we pursue and obtain issued patents in particular foreign jurisdictions, or from selling or

importing products made using our proprietary technology in and into the United States or other jurisdictions. Such products may compete with our products, and our patent rights or other intellectual property rights may not be effective or sufficient to prevent them from competing. If such competing products arise in jurisdictions where we are unable to exercise intellectual property rights to combat them, our business, financial condition, results of operations and growth prospects could be materially adversely affected.

Changes in U.S. patent law or the patent law of other jurisdictions could decrease the certainty of our ability to obtain patents and diminish the value of patents in general, thereby impairing our ability to protect our current and any future product candidates.

The U.S. Supreme Court and the Court of Appeals for the Federal Circuit have made, and will likely continue to make, changes in how the patent laws of the United States are interpreted. For example, in recent years the U.S. Supreme Court modified some tests used by the USPTO in granting patents over the past 20 years, which may decrease the likelihood that we will be able to obtain patents and increase the likelihood of a challenge of any patents we obtain or license. Similarly, international courts have made, and will likely continue to make, changes in how the patent laws in their respective jurisdictions are interpreted. Those changes may materially adversely affect our patent rights and our ability to obtain issued patents.

Changes in either the patent laws or interpretation of the patent laws in the United States could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. Under the Leahy-Smith America Invents Act, or the America Invents Act, assuming that other requirements for patentability are met, the first inventor to file a patent application will be entitled to the patent on an invention regardless of whether a third party was the first to invent the claimed invention. The America Invents 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 post-grant review, inter partes review and derivation proceedings. However, the America Invents Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could materially adversely affect our business, financial condition, results of operations and growth prospects.

In addition, the U.S. Supreme Court has ruled on several patent cases in recent years, either narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations. 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 actions by the U.S. Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that could weaken our ability to obtain new patents or to enforce patents that we own, have licensed or might obtain in the future. Similarly, changes in patent law and regulations in other countries or jurisdictions, changes in the governmental bodies that enforce them or changes in how the relevant governmental authority enforces patent laws or regulations may weaken our ability to obtain new patents or to enforce patents that we own or have licensed or that we may obtain in the future, which in turn could materially adversely affect our business, financial condition, results of operations and growth prospects.

We may fail to obtain or enforce assignments of intellectual property rights from our employees and contractors.

While it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual

property to us, we may be unsuccessful in executing an enforceable agreement with each party who in fact conceives or develops intellectual property that we regard as our own. Furthermore, our assignment agreements may not be self-executing or may be breached, and we may be forced to bring or defend claims to determine the ownership of what we regard as our intellectual property, and we may not be successful in such claims. If we fail in bringing or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Such an outcome could materially adversely affect our business, financial condition, results of operations and growth prospects. Even if we are successful in defending against such claims, litigation could result in substantial costs and distraction to management and other employees.

If we are not able to adequately prevent disclosure of trade secrets and other proprietary information, the value of our technology and products could be materially diminished.

Trade secrets are difficult to protect. We rely on trade secrets to protect our proprietary information and technologies, especially where we do not believe patent protection is appropriate or obtainable, or where such patents would be difficult to enforce. We rely in part on confidentiality agreements with our employees, consultants, contractors, outside scientific collaborators and other advisors to protect our trade secrets and other proprietary information. We cannot guarantee that we have entered into such agreements with each party that may have had access to our proprietary information or technologies, or that such agreements, even if in place, will not be circumvented. These agreements may not effectively prevent disclosure of proprietary information or technology and may not provide an adequate remedy in the event of unauthorized disclosure of such information or technology. In addition, others may independently discover our trade secrets and proprietary information, in which case we may have no right to prevent them from using such trade secrets or proprietary information to compete with us. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could materially adversely affect our business, financial condition, results of operations and growth prospects.

The U.S. government could choose to exercise certain rights in technology developed under government-funded research, which could eliminate our exclusive use of such technology or require us to commercialize our product candidates in a way we consider sub-optimal.

The U.S. government has certain rights in some of our licensed patents (including U.S. Patent Nos. 7,435,596, 8,026,097 and certain related U.S. patent applications) in accordance with the Bayh-Dole Act of 1980. These rights in certain technology developed under government-funded research include, for example, a nonexclusive, nontransferable, irrevocable, paid-up license to use those inventions for governmental purposes. In addition, the U.S. government has the right to require us to grant exclusive licenses to such inventions to a third party if the U.S. government determines that: (i) adequate steps have not been taken to commercialize the invention; (ii) government action is necessary to meet public health or safety needs; or (iii) government action is necessary to meet requirements for public use under federal regulations.

The U.S. government also has the right to take title to such technology if we fail to disclose the invention of such technology to the government and fail to file an application to register the intellectual property within specified time limits. In addition, the U.S. government may acquire title to patent rights in any country in which a patent application is not filed within specified time limits. To the extent any of our owned or future in-licensed intellectual property is generated through the use of U.S. government funding, these provisions of the Bayh-Dole Act may apply.

Intellectual property generated under a government-funded program is also subject to certain reporting requirements. 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. If we are unable to obtain a waiver from the government agency that provided the underlying research funding, we may be limited in our ability to contract with non-U.S. product manufacturers for products related to such intellectual property.

The exercise of any of the foregoing rights of the U.S. government over technology that we own or use in the development and commercialization of our product candidates could prevent us from enjoying the exclusive use of such technology, or could cause us to incur additional expenses in the commercialization of our product candidates. Any of the foregoing could materially adversely affect our business, financial condition, results of operations and growth prospects.

Risks Related to Commercialization

If any of our product candidates are approved for marketing and commercialization and we have not developed or secured third-party marketing, sales and distribution capabilities, we will be unable to successfully commercialize such products and may not be able to generate product revenue.

We currently have no sales, marketing or distribution organizational experience or capabilities. We will need to develop internal sales, marketing and distribution capabilities to commercialize any product candidate that gains FDA or other regulatory authority approval, which would be expensive and time-consuming, or enter into partnerships with third parties to perform these services. If we decide to market any approved products directly, we will need to commit significant financial and managerial resources to develop a marketing and sales force with technical expertise and supporting distribution, administration and compliance capabilities. If we rely on third parties to market products or decide to co-promote products with partners, we will need to establish and maintain marketing and distribution arrangements with third parties, and there can be no assurance that we will be able to enter into such arrangements on acceptable terms or at all. In entering into third-party marketing or distribution arrangements, any product revenue we receive will depend upon the efforts of the third parties and we cannot assure you that such third parties will establish adequate sales and distribution capabilities or be successful in gaining market acceptance for any approved product. If we are not successful in commercializing any product approved in the future, if any, either on our own or through third parties, our business, financial condition, results of operations and growth prospects could be materially adversely affected.

If we are not able to establish pharmaceutical or biotechnology collaborations on commercially reasonable terms, or at all, we may have to alter our development and commercialization plans.

The advancement of our product candidates and development programs and the potential commercialization of our current and future product candidates will require substantial additional cash to fund expenses. For some of our programs, we may seek to collaborate with pharmaceutical and biotechnology companies to develop and commercialize such product candidates. 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.

We face significant competition in seeking appropriate strategic partners and the negotiation process is time-consuming and complex. Whether we reach a definitive agreement for other collaborations 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 progress of our clinical trials, the likelihood of approval by the FDA or similar regulatory authorities outside the United States, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of

competing products, the existence of uncertainty with respect to our ownership of technology, which can exist if there is a challenge to such ownership without regard to the merits of the challenge and industry and market conditions generally. The collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such a collaboration could be more attractive than the one with us for our product candidate. Further, we may not be successful in our efforts to establish a strategic partnership 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. Any delays in entering into new collaborations or strategic partnership agreements related to any product candidate we develop could delay the development and commercialization of our product candidates, which would harm our business prospects, financial condition, and results of operations.

If we enter into collaborations with third parties to develop or commercialize our product candidates, our prospects with respect to those product candidates will depend in significant part on the success of those collaborations.

If we enter into future collaboration with third parties, we could face the following risks:

- collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates;
- collaborators may not properly enforce, maintain or defend our intellectual property rights or may use our proprietary information in a way that gives rise to actual or threatened litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation, or other intellectual property proceedings;
- disputes may arise between a collaborator and us that cause the delay or termination of the research, development or commercialization of the product candidate, or that result in costly litigation or arbitration that diverts management attention and resources;
- if a present or future collaborator of ours were to be involved in a business combination, the continued pursuit and emphasis on our product development or commercialization program under such collaboration could be delayed, diminished or terminated; and
- collaboration agreements may restrict our right to independently pursue new product candidates.

If conflicts arise between our collaborators and us, our collaborators may act in a manner adverse to us and could limit our ability to implement our strategies. Future collaborators may develop, either alone or with others, products in related fields that are competitive with the products or potential products that are the subject of these collaborations. Competing products, either developed by the collaborators or to which the collaborators have rights, may result in the withdrawal of support for our product candidates. Our collaborators may preclude us from entering into collaborations with their competitors, fail to obtain timely regulatory approvals, terminate their agreements with us prematurely or fail to devote sufficient resources to the development and commercialization of products. Any of these developments could harm our product development efforts.

As a result, if we enter into additional collaboration agreements and strategic partnerships or license our intellectual property, products or businesses, we may not be able to realize the benefit of such transactions if we are unable to successfully integrate them with our existing operations, which could delay our timelines or otherwise adversely affect our business. We also cannot be certain that, following a strategic transaction or license, we will achieve the revenue or specific net income that justifies such transaction.

Our product candidates, including NKX101 and NKX019, could be subject to regulatory limitations following approval, if and when such approval is granted.

Following approval of a product candidate, if any, we must comply with comprehensive government regulations regarding the manufacture, labeling, marketing, distribution and promotion of biologic products. We must comply with the FDA's labeling protocols, which prohibits promoting "off-label uses." We may not be able to obtain the labeling claims necessary or desirable to successfully commercialize our products, including NKX101 and NKX019 or other product candidates in development.

The FDA and foreign regulatory authorities could impose significant restrictions on use of an approved product including potentially restricting its use to limited clinical centers as well as through the product label, as well as on advertising, promotional and distribution activities associated with such approved product. The FDA or a foreign regulatory authority could also condition their approval on the performance of post-approval clinical trials, patient monitoring or testing, which could be time-consuming and expensive. If the results of such post-marketing trials are not satisfactory, the FDA or such foreign regulatory authority could withdraw marketing authorization or may condition continued marketing on commitments from us or our partners that may be expensive and/or time-consuming to fulfill.

In addition, if we or others identify side-effects after any of our products are on the market, if manufacturing problems occur subsequent to regulatory approval, or if we, our manufacturers or our partners fail to comply with regulatory requirements, including those mentioned above, we or our partners could be subject to the following:

- restrictions on our ability to conduct clinical trials, including full or partial clinical holds on ongoing or planned clinical trials;
- restrictions on such products' manufacturing processes;
- changes to the product label;
- restrictions on the marketing of a product;
- restrictions on product distribution;
- requirements to conduct post-marketing clinical trials;
- Untitled or Warning Letters from the FDA;
- withdrawal of the product from the market;
- refusal to approve pending applications or supplements to approved applications that we submit;
- recall of products;
- fines, restitution or disgorgement of profits or revenue;
- suspension or withdrawal of regulatory approvals;
- refusal to permit the import or export of our products;
- product seizure;
- injunctions; or
- imposition of civil or criminal penalties.

Any one or a combination of these penalties could prevent us from achieving or maintaining market acceptance of the affected product, or could substantially increase the costs and expenses of commercializing such product, which in turn could delay or prevent us from generating any revenue or profit from the sale of such product and could materially adversely affect our business, financial condition, results of operations and growth prospects. In addition, third-party payors may impose limitations on centers and personnel that may administer our products, including but not limited to

requiring third-party accreditation to be obtained before the use of our products is reimbursed in such a center, which could materially adversely affect our potential commercial success and lead to slower market acceptance.

The market opportunities for our product candidates, if and when approved, may be limited, and if such market opportunities are smaller than we expect, our revenues could be materially adversely affected and our business could suffer.

Cancer therapies are sometimes characterized as first-line, second-line, or third-line, and the FDA often approves new therapies initially only for third-line use. When cancer is detected early enough, first-line therapy, usually chemotherapy, hormone therapy, surgery, radiation therapy or a combination of these, is sometimes adequate to cure the cancer or prolong life without a cure. Second- and third-line therapies are administered to patients when prior therapy is not effective. Our initial planned clinical trials are expected to enroll patients who have received other available therapies in order to first evaluate whether the product is safe and whether there is any activity. We do not know at this time whether either NKX101 or NKX019 will be safe for use in humans or whether they will demonstrate any anti-cancer activity. Subsequently, we plan to conduct additional clinical trials depending on the activity we note in the initial clinical trials. If the activity is sufficient, we may initially seek approval of any product candidates we develop as a therapy for patients who have received one or more prior treatments. Subsequently, for those products that prove to be sufficiently beneficial, if any, we would expect to seek approval potentially in earlier lines of therapy, but there is no guarantee that product candidates we develop, even if approved for later lines of therapy, would be approved for earlier lines of therapy, and, prior to any such approvals, we may have to conduct additional clinical trials.

The number of patients who have the cancers we are targeting may turn out to be lower than expected. Additionally, the potentially addressable patient population for our current programs or future product candidates may be limited. Potentially addressable patient populations for of our product candidates are only estimates. These estimates could prove to be incorrect, and the estimated number of potential patients in the United States and elsewhere could be lower than expected. It may also be that such patients may not be otherwise amenable to treatment with our product candidates, or patients could become increasingly difficult to identify and access, any of which could materially adversely affect our business, financial condition, results of operations and growth prospects.

The commercial success of any of our product candidates will depend upon such product candidate's degree of market acceptance by physicians, patients, third-party payors and others in the medical community.

Our product candidates may not be commercially successful. Even if requisite approvals are obtained from the FDA in the United States and other regulatory authorities internationally, the commercial success of our product candidates will depend, in part, on the acceptance by physicians, patients and healthcare payors of cell therapy products in general, and our product candidates in particular, as medically necessary, cost-effective and safe. Physicians, patients, healthcare payors and others in the medical community may not accept any product that we commercialize. If these products do not achieve an adequate level of acceptance, we may not generate significant product revenue and may not become profitable. The degree of market acceptance of cell therapy products and, in particular, our product candidates, if approved for commercial sale, will depend on several factors, including:

- the efficacy and safety of such product candidates as demonstrated in clinical trials;
- the potential and perceived advantages of product candidates over alternative treatments;
- the cost of treatment relative to alternative treatments;
- the clinical indications for which the product candidate is approved by the FDA;
- the willingness of physicians to prescribe new therapies;

- the willingness of the target patient population to try new therapies;
- the prevalence and severity of any side effects;
- product labeling or product insert requirements imposed by the FDA or other regulatory authorities, including any limitations or warnings contained in a product's approved labeling;
- relative convenience and ease of administration;
- the timing of market introduction of competitive products;
- adverse publicity concerning our product candidates or favorable publicity about competing products and treatments;
- sufficient third-party payor coverage, any limitations in terms of center or personnel training requirement imposed by third parties and adequate reimbursement;
- limitations or warnings contained in the FDA-approved labeling for our product candidates;
- any FDA requirement to undertake a Risk Evaluation and Mitigation Strategy, or REMS;
- the effectiveness of our sales, marketing and distribution efforts; and
- potential product liability claims.

Even if a product candidate displays a favorable efficacy and safety profile in preclinical studies and clinical trials, market acceptance of the product will not be fully known until after such product is launched. Our product candidates may not achieve broad market acceptance.

Furthermore, the FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay marketing approval of a product. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative 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 and we may not achieve or sustain profitability.

The insurance coverage and reimbursement status of newly approved products is uncertain. Failure to obtain or maintain adequate coverage and reimbursement for our product candidates, if approved, could limit our ability to market such products and to generate product revenue.

We expect the cost of a single administration of one of our cell therapy product candidates to be substantial, when and if they achieve regulatory approval. We expect that coverage and reimbursement by government and private payors will be essential for most patients to be able to afford these treatments. Accordingly, sales of our products, if approved, will depend substantially, both domestically and internationally, on the extent to which the costs of our product candidates will be reimbursed by government authorities, private health coverage insurers and other third- party payors. Coverage and reimbursement by a third-party payor could depend upon several factors, including the third-party payor's determination that use of a product is (i) a covered benefit under its health plan, (ii) safe, effective and medically necessary, (iii) appropriate for the specific patient, (iv) cost-effective and (v) neither experimental nor investigational.

Obtaining coverage and reimbursement for a product from third-party payors is a time-consuming and costly process that could require us to provide to the payor supporting scientific, clinical and cost-effectiveness data. We may not be able to provide data sufficient to gain acceptance with respect to coverage and reimbursement. If coverage and reimbursement are not available, or are available only at limited levels, we may not be able to successfully commercialize our product candidates. Even if coverage is provided, the approved reimbursement amount may not be adequate to realize a sufficient return on our investment.

There is significant uncertainty related to third-party coverage and reimbursement of newly approved drug products. In the United States, third-party payors, including government payors such as Medicare and Medicaid, play an important role in determining the extent to which new drugs and biologics will be covered and reimbursed. Medicare and Medicaid are increasingly used as models for the development of private payors' and government payors' coverage and reimbursement policies. Currently, few cell therapy products have been approved for coverage and reimbursement by the Centers for Medicare & Medicaid Services, or CMS, the agency responsible for administering Medicare. It is difficult to predict what CMS will decide with respect to coverage and reimbursement for fundamentally novel products such as ours, since there is no body of established protocols and precedents for these types of drug products. Moreover, reimbursement agencies in the European Union may be more conservative than CMS. For example, several cancer drugs have been approved for reimbursement in the United States, whereas they have not been approved for reimbursement in certain European Union member states. It is difficult to predict what third-party payors will decide with respect to the coverage and reimbursement for our product candidates.

Outside the United States, international operations vary significantly by country and are subject to extensive government price controls and other market regulations, and increasing emphasis on cost-containment initiatives in the European Union, Canada and other countries could place pricing pressure on us. In many countries, the prices of medical products are subject to varying price control mechanisms as part of national health systems. It can also take a significant amount of time after approval of a product to secure pricing and reimbursement for such product in many counties outside the United States. In general, the prices of medicines under such systems are substantially lower than in the United States. Other countries allow companies to fix their own prices for medical 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 our product candidates. Accordingly, in markets outside the United States, the reimbursement for our products may be reduced compared with the United States and may be insufficient to generate commercially reasonable product revenues.

Moreover, increasing efforts by government and third-party payors in the United States and abroad to cap or reduce healthcare costs could limit coverage and the level of reimbursement for our product candidates. Payors are increasingly considering new metrics as the basis for reimbursement rates, such as average sales price, or ASP, average manufacturer price, or AMP, and Actual Acquisition Cost. The existing data for reimbursement based on some of these metrics is relatively limited, although certain states have begun to survey acquisition cost data for the purpose of setting Medicaid reimbursement rates, and CMS has begun making pharmacy National Average Drug Acquisition Cost and National Average Retail Price data publicly available on at least a monthly basis. Therefore, it may be difficult to project the impact of these evolving reimbursement metrics on the willingness of payors to cover candidate products that we or our partners are able to commercialize. Furthermore, most third-party payors currently require additional accreditation for approved cell therapy drugs, which limits the centers that can administer the drugs, and similar limitations may also be imposed on the product candidates that we are developing. We expect to experience pricing pressures in connection with the sale of our product candidates, if any, due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative changes. The downward pressure on healthcare costs in general, and on prescription drugs and surgical procedures in particular, has become intense. As a result, increasingly high barriers to entry are developing for new drug products such as ours.

Healthcare reform initiatives and other administrative and legislative proposals may harm our business.

In the United States, the European Union and other jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes and proposed changes to the healthcare system that could affect our results of operations. In particular, there have been and

continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs and improve the quality of healthcare. For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively the ACA, was enacted, which substantially changed the way healthcare is financed by both governmental and private payors. Among the provisions of the ACA, those of greatest importance to the pharmaceutical and biotechnology industries include the following:

- an annual, non-deductible fee payable by any entity that manufactures or imports certain branded prescription drugs and biologic agents (other than those designated as orphan drugs), which is apportioned among these entities according to their market share in certain government healthcare programs;
- new requirements to report certain financial arrangements with physicians and teaching hospitals, including reporting “transfers of value” made or distributed to prescribers and other healthcare providers and reporting investment interests held by physicians and their immediate family members;
- a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer’s Medicaid rebate liability;
- a licensure framework for follow-on biologic products;
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research; and
- establishment of the CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

Since its enactment, there have been judicial and Congressional challenges to certain aspects of the ACA, and we expect there will be additional challenges and amendments to the ACA. For example, the Tax Cuts and Jobs Act of 2017 was enacted, which includes a provision repealing, effective January 1, 2019, the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the “individual mandate”. It is uncertain the extent to which any such changes may impact our business or financial condition.

In addition, other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, led to aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions went into effect in April 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2027 unless additional action is taken by Congress. However, the Medicare sequester reductions under the Budget Control Act of 2011 will be suspended from May 1, 2020 through December 31, 2020 due to the COVID-19 pandemic. In January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws or any other similar laws introduced in the future may result in additional reductions in Medicare and other health care funding, which could negatively affect our customers and accordingly, our financial operations.

There have also been a number of proposals in the United States to control the escalating cost of healthcare, including the cost of drug treatments, patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and

we expect that coverage and reimbursement for new therapies will be increasingly restricted. Recent U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs and reform government program reimbursement methodologies for drugs. Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. On May 11, 2018, the Trump administration issued a plan to lower drug prices.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States, the European Union or any other jurisdiction. If we or any third parties we may engage are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our product candidates may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability. Furthermore, future price controls or other changes in pricing regulation or negative publicity related to the pricing of pharmaceutical drugs could restrict the amount that we are able to charge for our drug products, which could render our product candidates, if approved, commercially unviable and materially adversely affect our ability to raise additional capital on acceptable terms.

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

Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the United States, including additional preclinical 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 products is also subject to approval.

If we market approved products outside the United States, we expect that we will be subject to additional risks in commercialization, including:

- different regulatory requirements for approval of therapies in foreign countries;
- reduced protection for intellectual property rights;
- unexpected changes in tariffs, trade barriers and 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 currency fluctuations, which could result in increased operating expenses and reduced revenues, and other obligations incident to doing business in another country;
- foreign reimbursement, pricing and insurance regimes;
- workforce uncertainty in countries where labor unrest is more common than in 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, natural disasters including earthquakes, typhoons, floods and fires, and other public health crises, illnesses, epidemics or pandemics, such as the potential impact of the COVID-19 outbreak.

We have no prior experience in these areas. In addition, there are complex regulatory, tax, labor and other legal requirements imposed by many of the individual countries in which we may operate, with which we will need to comply. Any of the foregoing difficulties, if encountered, could materially adversely affect our business, financial condition, results of operations and growth prospects.

Our business operations and relationships with investigators, healthcare professionals, consultants, third-party payors, patient organizations and customers will be subject to applicable fraud and abuse and other healthcare laws and regulations, which could expose us to penalties.

These laws may constrain the business or financial arrangements and relationships through which we conduct our operations, including how we research, market, sell and distribute our product candidates, if approved. Such laws include, the U.S. federal Anti-Kickback Statute, the U.S. federal civil and criminal false claims and civil monetary penalties laws, including the civil False Claims Act, the Health Insurance Portability and Accountability Act, or HIPAA, the Health Information Technology for Economic and Clinical Health Act, or HITECH, the U.S. Physician Payments Sunshine Act and its implementing regulations, U.S. state laws and regulations, including, state anti-kickback and false claims laws, laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the U.S. federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources, laws and regulations that require drug manufacturers to file reports relating to pricing and marketing information, laws requiring the registration of pharmaceutical sales representatives, laws governing the privacy and security of health information in certain circumstances, and similar healthcare laws and regulations in other jurisdictions, including reporting requirements detailing interactions with and payments to healthcare providers.

It is not always possible to identify and deter misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. Ensuring that our internal operations and future business arrangements with third parties comply with applicable healthcare laws and regulations will also involve substantial costs. If our operations are found to be in violation of any of the laws described above or any other governmental laws and regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, exclusion from government-funded healthcare programs, such as Medicare and Medicaid or similar programs in other countries or jurisdictions, integrity oversight and reporting obligations to resolve allegations of non-compliance, disgorgement, individual imprisonment, contractual damages, reputational harm, diminished profits and the curtailment or restructuring of our operations. If any of the physicians or other providers or entities with whom we expect to do business are found to not be in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs and imprisonment, which could affect our ability to operate our business. Further, defending against any such actions can be costly, time-consuming and may require significant personnel resources. Any of the foregoing could significantly harm our business, financial condition, results of operations and growth prospects.

We may fail to comply with evolving European and other privacy laws.

If we conduct clinical trials in the European Economic Area, or EEA, we may be subject to additional privacy laws. The General Data Protection Regulation, (EU) 2016/679, or GDPR, imposes a broad range of strict requirements on companies subject to the GDPR, including requirements relating to having legal bases for processing personal information relating to identifiable individuals and transferring such information outside the EEA, including to the United States, providing details to those individuals regarding the processing of their personal information, keeping personal information secure,

having data processing agreements with third parties who process personal information, responding to individuals' requests to exercise their rights in respect of their personal information, reporting security breaches involving personal data to the competent national data protection authority and affected individuals, appointing privacy and data protection officers, conducting data protection impact assessments, and record-keeping. The GDPR increases substantially the penalties to which we could be subject in the event of any non-compliance, including fines of up to 10,000,000 Euros or up to 2% of our total worldwide annual turnover for certain comparatively minor offenses, or up to 20,000,000 Euros or up to 4% of our total worldwide annual turnover for more serious offenses. Given the limited enforcement of the GDPR to date, we face uncertainty as to the exact interpretation of the new requirements on our trials and we may be unsuccessful in implementing all measures required by data protection authorities or courts in interpretation of the new law.

In particular, national laws of member states of the European Union are in the process of being adapted to the requirements under the GDPR, thereby implementing national laws which may partially deviate from the GDPR and impose different obligations from country to country, so we do not expect to operate in a uniform legal landscape in the EU. Also, as it relates to processing and transfer of genetic data, the GDPR specifically allows national laws to impose additional and more specific requirements or restrictions, and European laws have historically differed quite substantially in this field, leading to additional uncertainty.

In the event we conduct clinical trials in the EEA, we must also ensure that we implement and maintain adequate safeguards to enable the transfer of personal data outside of the EEA, in particular to the United States, in compliance with European data protection laws. We expect that we will continue to face uncertainty as to whether our efforts to comply with our obligations under European privacy laws will be sufficient. If we are investigated by a European data protection authority, we may face fines and other penalties. Any such investigation or charges by European data protection authorities could have a negative effect on our existing business and on our ability to attract and retain new clients or pharmaceutical partners. We may also experience hesitancy, reluctance, or refusal by European or multi-national clients or pharmaceutical partners to continue to use our products and solutions due to the potential risk exposure as a result of the current and, in particular, future data protection obligations imposed on them by certain data protection authorities in interpretation of current law, including the GDPR. Such clients or pharmaceutical partners may also view any alternative approaches to compliance as being too costly, too burdensome, too legally uncertain, or otherwise objectionable and therefore decide not to do business with us. Any of the foregoing could materially harm our business, prospects, financial condition and results of operations.

Risks Related to Our Common Stock and This Offering

There has been no public market for our common stock prior to this offering, and you may not be able to resell our shares at or above the price you paid, or at all.

We have applied to list our common stock on the Nasdaq Global Market, or Nasdaq, but an active trading market for our common stock may never develop following this offering. If an active trading market for our common stock does not develop after this offering, the market price and liquidity of our common stock will be materially and adversely affected. You may not be able to sell your shares quickly or at the market price if trading in our common shares is not active. Negotiations between us and the underwriters will determine the offering price for our common stock and the offering price may bear no relationship to the market price for our common stock after this offering. In addition, the market price of our common stock may decline below the offering price. Furthermore, an inactive market may also impair our ability to raise capital by selling shares of our common stock and may impair our ability to enter into strategic partnerships or acquire companies or products by using our shares of common stock as consideration.

Certain of our existing principal stockholders, directors and their affiliated entities have indicated an interest in purchasing up to an aggregate of $ million in common shares in this offering at the initial public offering price per share. To the extent that such entities purchase shares in this offering, it would reduce the available public float for our shares because these entities may be restricted under the volume limitations of Rule 144 from selling the shares. As a result, any purchase of shares by such entities in this offering may reduce the liquidity of our common shares compared to what it would have been had these shares been purchased by investors that were not affiliated with us.

The market price for our common stock may be volatile, which could contribute to the loss of all or part of your investment.

Prior to this offering, there has not been a public market for our common stock. Accordingly, the initial public offering price for the shares of our common stock may not be indicative of the price that will prevail in the trading market, if any, that develops following this offering. If an active market for our common stock develops and continues, the trading price of our common stock following this offering is likely to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control.

Factors affecting the trading price of our common stock may include, but are not limited to:

- our decision to initiate a clinical study, not to initiate a clinical study or to terminate an existing clinical study;
- adverse regulatory decisions, including failure to receive regulatory approval for our products;
- success or failure of competitive products, immunotherapy drugs or cellular therapies more generally;
- adverse developments concerning our manufacturers or our strategic partnerships;
- adverse safety or other clinical results, such as those that have occurred in the past or that may occur in the future, related to cellular therapies being developed by other companies that are or may be perceived to be similar to our cellular therapies;
- operating and stock price performance of other companies that investors deem comparable to us;
- sales of substantial amounts of common stock by our directors, executive officers or significant stockholders or the perception that such sales could occur;
- general economic and political conditions such as recessions, interest rates, fuel prices, elections, drug pricing policies, international currency fluctuations, acts of war or terrorism, and other public health crises, illnesses, epidemics or pandemics, such as the potential impact of the COVID-19 outbreak; and
- other factors discussed in these risk factors.

Any of the factors listed above could materially adversely affect your investment in our common stock, and our common stock may trade at prices significantly below the initial public offering price, which could contribute to a loss of all or part of your investment. In such circumstances the trading price of our common stock may not recover and may experience a further decline.

In addition, broad market and industry factors could materially adversely affect the market price of our common stock, irrespective of our operating performance. The stock market in general, and Nasdaq and the market for biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the particular companies affected. The trading prices and valuations of these stocks, and of ours, may not be predictable. For example, the trading prices for common stock of other biopharmaceutical and biotechnology companies have been highly volatile as a result of the COVID-19 pandemic. The COVID-19 outbreak continues to rapidly evolve. The extent to which the outbreak may impact our

business, preclinical studies and clinical trials will depend on future developments, which are highly uncertain and cannot be predicted with confidence. A loss of investor confidence in the market for biotechnology or pharmaceutical stocks or the stocks of other companies which investors perceive to be similar to us, the opportunities in the biotechnology and pharmaceutical market or the stock market in general, could depress our stock price regardless of our business, financial condition, results of operations or growth prospects.

We could be subject to securities class action litigation.

In the past, securities class action litigation has often been brought against a company following a period of volatility or decline in the market price of its securities. This risk is especially relevant for us because biotechnology companies have experienced significant stock price volatility in recent years. If we face such litigation, it could result in substantial costs and a diversion of management's attention and resources, which could materially adversely affect our business, financial condition, results of operation and growth prospects.

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

The trading market for our common stock will rely in part on the research and reports that industry or financial analysts publish about us, our business, our markets and our competitors. We do not control these analysts. If securities analysts do not cover our common stock after the completion of this offering, the lack of research coverage may materially adversely affect the market price of our common stock. Furthermore, if one or more of the analysts who do cover us downgrade our stock or if those analysts issue other unfavorable commentary about us or our business, our stock price would likely decline. If one or more of these analysts cease coverage of us or fails to regularly publish reports on us, we could lose visibility in the market and interest in our stock could decrease, which in turn could cause our stock price or trading volume to decline and may also impair our ability to expand our business with existing customers and attract new customers.

You will experience immediate and substantial dilution in the net tangible book value of the shares you purchase in this offering.

If you purchase shares of our common stock in this offering, you will experience immediate and substantial dilution, as the initial public offering price of our common stock will be substantially greater than the net tangible book value per share of our common stock.

Assuming (i) an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, (ii) that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and (iii) no exercise of the underwriters' option to purchase additional shares, if you purchase our common stock in this offering, you will suffer immediate and substantial dilution of approximately $ per share. Further, giving effect to the same assumptions, investors purchasing common stock in this offering will contribute approximately % of the total amount invested by stockholders since our inception, but will own only approximately % of the shares of common stock outstanding after giving effect to this offering. If the underwriters exercise their option to purchase additional shares, or if outstanding options to purchase our common stock are exercised, you will experience additional dilution. For a further description of the dilution that you will experience immediately after this offering, see the section entitled "Dilution."

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

Sales of a substantial number of shares of our common stock in the public market, or the perception in the market that the holders of a large number of stockholders intend to sell shares of our

common stock, could reduce the market price of our common stock. After this offering, we will have shares of common stock outstanding, based on the number of shares of our common stock outstanding as of May 31, 2020 and conversion of all outstanding convertible preferred stock, including the 27,066,206 shares of our Series B convertible preferred stock we expect to issue in the second tranche of our Series B convertible preferred stock financing, anticipated to close on or around July 1, 2020, into shares of our common stock. This includes the shares that we are selling in this offering, which may be resold in the public market immediately without restriction, unless purchased by our affiliates. Substantially all of the remaining shares of common stock initially will be restricted as a result of securities laws, market standoff provisions or lock-up agreements, but will become eligible to be sold after this offering as described in the section titled "Shares Eligible for Future Sale."

After this offering, holders of an aggregate of 54,350,179 shares of common stock, including with respect to shares of our Series B convertible preferred stock expected to be issued in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020 and converted into 27,066,206 shares of our common stock upon the completion of this offering, will have rights, subject to specified conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders, until such shares can otherwise be sold without restriction under Rule 144 under the Securities Act, or until the rights terminate pursuant to the terms of the stockholders agreement between us and such holders. We also intend to register all shares of common stock subject to equity awards issued or reserved for future issuance under our equity compensation plans on a registration statement on Form S-8. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates under Rule 144 under the Securities Act and the market standoff provisions and lock-up agreements described above. Any sales of securities by these stockholders could have a negative impact on the trading price of our common stock.

Concentration of ownership of our shares of common stock among our existing executive officers, directors and principal stockholders may prevent new investors from influencing significant corporate decisions.

Following this offering, our directors and executive officers, and entities affiliated with them, as well as holders of more than 5% of our outstanding shares of common stock, in the aggregate will beneficially own % of our common stock, after giving effect to the issuance of shares in this offering but without giving effect to any purchases by such persons or entities in the offering. These stockholders, acting together, will be able to control or significantly influence all matters requiring stockholder approval, including the election and removal of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. Certain of these persons and entities have indicated an interest in purchasing additional shares of common stock in this offering, which would increase their ownership percentage.

Some of these persons or entities may have interests different from yours. For example, because many of these stockholders purchased their shares at prices substantially below the price at which shares are being sold in this offering and have held their shares for a longer period, they may be more interested in selling our company to an acquirer than other investors, or they may want us to pursue strategies that deviate from the interests of other stockholders.

We are an "emerging growth company" under the Jumpstart Our Business Startups Act, or JOBS Act, and a "smaller reporting company" and we are permitted to, and intend to, rely on exemptions from certain disclosure requirements. As a result of the reduced disclosure and governance requirements applicable to emerging growth companies and smaller reporting companies, our common stock may be less attractive to investors.

We intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including: not being

required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these reporting exemptions until we are no longer an emerging growth company. We will remain an emerging growth company until the earlier to occur of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least $1.07 billion or (c) in which we are deemed to be a "large accelerated filer" under the rules of the U.S. Securities and Exchange Commission, which means the market value of our common stock that is held by non-affiliates exceeds $700 million as of the prior June 30; and (2) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period.

We have taken advantage of reduced reporting burdens in this prospectus. In particular, in this prospectus, we have not included all of the executive compensation related information that would be required if we were not an emerging growth company. In addition, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. An emerging growth company can, therefore, delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have an irrevocable election not to take advantage of the benefits of this extended transition period.

We are also a "smaller reporting company," meaning that the market value of our stock held by non-affiliates plus the proposed aggregate amount of gross proceeds to us as a result of this offering is less than $700 million and our annual revenue is less than $100 million during the most recently completed fiscal year. We may continue to be a smaller reporting company after this offering if either (i) the market value of our stock held by non-affiliates is less than $250 million or (ii) our annual revenue is less than $100 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700 million. Even after we no longer qualify as an emerging growth company, we may still qualify as a smaller reporting company, which would allow us to take advantage of many of the same exemptions from disclosure requirements, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in this prospectus and in our periodic reports and proxy statements. We cannot predict if investors will find our common stock less attractive if we rely on emerging growth company or smaller reporting company exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

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

As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act and rules of the SEC and those of Nasdaq have imposed various requirements on public companies including that we establish and maintain effective disclosure and financial controls. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations have increased and will continue to increase our legal and financial compliance costs and will make some activities more time-consuming and costly.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting and disclosure controls and procedures. In particular, we must evaluate our systems and procedures, and test our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. In addition, we will be required to have our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting the later of our second annual report on Form 10-K or the first annual report on Form 10-K following the date on which

we are no longer an emerging growth company unless we are a smaller reporting company. Our compliance with Section 404 of the Sarbanes-Oxley Act will require that we incur substantial accounting expense and expend significant management efforts. We currently do not have an internal audit group, and we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge. If we do not comply with the requirements of Section 404 in a timely manner, or if we or our independent registered public accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our stock could decline and we could be subject to sanctions or investigations by Nasdaq, the SEC or other regulatory authorities, which would require additional financial and management resources.

To successfully implement our business plan and comply with Section 404, we must prepare timely and accurate financial statements. We expect that we will need to continue to improve existing procedures and controls, and implement new operational and financial systems, to manage our business effectively. Any delay in the implementation of, or disruption in the transition to, new or enhanced systems, procedures or controls, may cause our operations to suffer, and we may be unable to conclude that our internal control over financial reporting is effective and to obtain an unqualified report on internal controls from our auditors as required under Section 404 of the Sarbanes-Oxley Act. This, in turn, could materially adversely affect the trading prices for our common stock and our ability to access the capital markets.

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 materially adversely affect 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 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. Pursuant to Section 404 of the Sarbanes-Oxley Act, our management will be required to report upon the effectiveness of our internal control over financial reporting beginning with the annual report for our fiscal year ending December 31, 2021. When we lose our status both as an emerging growth company and a smaller reporting company, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. Any testing by us conducted in connection with Section 404 of the Sarbanes-Oxley Act, 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. Inadequate internal controls could also cause investors to lose confidence in our reported financial information, which could materially adversely affect the trading price of our common stock.

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

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

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. For example, our directors or executive officers could inadvertently fail to disclose a new relationship or arrangement causing us to fail to make any related party transaction disclosures. 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.

Changes to, or interpretations of, financial accounting standards may affect our results of operations and could cause us to change our business practices.

We prepare our financial statements in accordance with GAAP. These accounting principles are subject to interpretation by the Financial Accounting Standards Board, the SEC and various bodies formed to interpret and create accounting rules and regulations. Changes in accounting rules can have a significant effect on our reported financial results and may affect our reporting of transactions completed before a change is announced. Changes to those rules or the questioning of current practices may materially adversely affect our financial results, including those contained in this filing, or the way we conduct our business.

Our employment agreements with our executive officers may require us to pay severance benefits to any of those persons who are terminated in connection with a change in control of us, which could materially adversely affect our financial condition or results of operations.

Certain of our executive officers are parties to employment agreements that contain change in control and severance provisions providing for aggregate cash payments for severance and other benefits and acceleration of stock options vesting in the event of a termination of employment in connection with a change in control of us. The accelerated vesting of options could result in dilution to our existing stockholders and could materially adversely affect the market price of our common stock. The payment of these severance benefits could materially adversely affect our financial condition and results of operations. In addition, these potential severance payments may discourage or prevent third parties from seeking a business combination with us.

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

As described above under "—We have incurred significant losses since our inception and we expect to continue to incur significant losses for the foreseeable future," we have incurred net losses since our inception and anticipate that we will continue to incur significant losses for the foreseeable future. Under the Internal Revenue Code of 1986, or the Code, a corporation is generally allowed a deduction for net operating losses, or NOLs, carried over from a prior taxable year. Under that provision, we can carry forward our NOLs to offset our future taxable income, if any, until such NOLs are used or expire, in the case of NOLs generated prior to 2018. The same is true of other unused tax attributes, such as tax credits. The amounts of our unused carryovers of NOLs and tax credits as of December 31, 2017, and a description of the valuation allowance we have recorded with respect to those items, are set forth below under "Management's Discussion and Analysis of Financial Condition and Results of Operations." In addition, under the Tax Cuts and Jobs Act of 2017, or the Tax Act, the amount of post-2017 NOLs that we are permitted to deduct in any taxable year is limited to 80% of our taxable income in such year, where taxable income is determined without regard to the NOL deduction itself. The Tax Act generally eliminates the ability to carry back any NOL to prior taxable years, while allowing post-2017 unused NOLs to be carried forward indefinitely. Recently enacted legislation, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"), temporarily reverses the limitations imposed by the Tax Act by suspending the 80% taxable income limitation to permit a corporation to offset without limitation its taxable income in 2019 or 2020 with NOL carryforwards generated in prior years.

Furthermore, if a corporation undergoes an "ownership change," generally defined as a greater than 50% change (by value) in its equity ownership over a three-year period, Sections 382 and 383 of the Code limit the corporation's ability to use carryovers of its pre-change NOLs, credits and certain other tax attributes to reduce its tax liability for periods after the ownership change. Our issuance of common stock pursuant to this offering may result in a limitation under Sections 382 and 383 of the

Code, either separately or in combination with certain prior or subsequent shifts in the ownership of our common stock. As a result, our ability to use carryovers of our pre-change NOLs and credits to reduce our future U.S. federal income tax liability may be subject to limitations. This could result in increased U.S. federal income tax liability for us if we generate taxable income in a future period. Limitations on the use of NOLs and other tax attributes could also increase our state tax liability. The use of our tax attributes will also be limited to the extent that we do not generate positive taxable income in future tax periods. To the extent our ability to utilize our NOLs and other tax assets going forward is limited, in part or altogether, our tax liability for future periods may be greater than expected, and our business, financial condition, results of operations and growth prospects may be materially adversely affected.

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

We currently intend to use the net proceeds from this offering for working capital and other general corporate purposes, which may include further funding for the costs of operating as a public company. We may also use the proceeds to acquire and develop other companies or product candidates. For a further description of our use of proceeds from this offering and the concurrent private placement, see the section entitled “Use of Proceeds.” Although we currently intend to use the net proceeds in such a manner, we will have broad discretion in the application of the net proceeds. As a result, investors will be relying upon management’s judgment with only limited information about our specific intentions for the use of the net proceeds of this offering. We may use the net proceeds for purposes that do not yield a significant return or any return at all for our stockholders. In addition, pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

We do not expect to pay any cash dividends to the holders of our common stock for the foreseeable future.

We currently intend to invest our future earnings, if any, to fund our growth. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future. There is no guarantee that our common stock will appreciate in value or even maintain the price at which our stockholders have purchased our common stock. Investors seeking cash dividends should not purchase our common stock.

Provisions in our Certificate of Incorporation, our bylaws and Delaware law may have anti-takeover effects that could discourage an acquisition of us by others, even if an acquisition would be beneficial to our stockholders, and may prevent attempts by our stockholders to replace or remove our current management.

Our Certificate of Incorporation, bylaws and Delaware law contain provisions that may have the effect of delaying or preventing a change in control of us or changes in our management. Our Certificate of Incorporation and bylaws include provisions that:

- authorize “blank check” preferred stock, which could be issued by our board of directors without stockholder approval and may contain voting, liquidation, dividend and other rights superior to our common stock;
- establish a classified board of directors such that not all members of the board are elected at one time, which may delay the ability of our stockholders to change the membership of a majority of our board of directors;
- specify that only our board of directors, the Chairperson of our board of directors, our Chief Executive Officer or the President, or holders of greater than 10% of our common stock can call special meetings of our stockholders;

- establish an advance notice procedure for stockholder approvals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board of directors;
- provide that a majority of directors then in office, even though less than a quorum, may fill vacancies on our board of directors;
- specify that no stockholder is permitted to cumulate votes at any election of directors;
- expressly authorize our board of directors to modify, alter or repeal our bylaws; and
- require supermajority votes of the holders of our common stock to amend specified provisions of our Certificate of Incorporation and bylaws.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

In addition, because we are incorporated in the State of Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which limits the ability of stockholders owning in excess of 15% of our outstanding voting stock to merge or combine with us.

Any provision of our certificate of incorporation or bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit your opportunity to receive a premium for your shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

Our Certificate of Incorporation provides that, subject to limited exceptions, the Court of Chancery of the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware) will be the exclusive forum for any:

- derivative action or proceeding brought on our behalf;
- action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders;
- action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law, our Certificate of Incorporation or our bylaws; or
- other action asserting a claim against us that is governed by the internal affairs doctrine.

This exclusive forum provision is intended to apply to claims arising under Delaware state law and is not intended to apply to claims brought pursuant to the Exchange Act or the Securities Act, or any other claim for which the federal courts have exclusive jurisdiction. This exclusive forum provision will not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder, and our stockholders will not be deemed to have waived our compliance with these laws, rules and regulations.

Our Certificate of Incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. The Delaware Supreme Court recently determined that the exclusive forum provision of federal district courts of the United States of America for resolving any complaint asserting a cause of action arising under the Securities Act is permissible and enforceable under Delaware law, reversing an earlier decision from the Court of Chancery of the State of Delaware that had ruled that such provisions were not enforceable. Nevertheless, there is uncertainty as to whether a federal district court would enforce any exclusive forum provision with respect to claims under the Securities Act.

Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and to have consented to the provisions of our bylaws described above. This choice of 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 such lawsuits against us and our directors, officers and employees. Alternatively, if a court were to find these provisions of our Certificate of Incorporation inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially adversely affect our business, financial condition, results of operation and growth prospects.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements, including in the sections captioned “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” These forward-looking statements include, without limitation, statements regarding our industry, business strategy, our future financial condition and plans and objectives of management for future operations. Terminology such as “may,” “believes,” “intends,” “seeks,” “anticipates,” “plans,” “estimates,” “expects,” “should,” “assumes,” “continues,” “could,” “will,” “future,” “goal,” “potential,” “likely,” and the negative of these or similar terms and phrases are intended to identify forward-looking statements in this prospectus.

Forward-looking statements reflect our current expectations regarding future events, results or outcomes. These expectations may or may not be realized. Although we believe the expectations reflected in the forward-looking statements are reasonable, we can give you no assurance these expectations will be proven correct. Some of these expectations may be based upon assumptions, data or judgments that prove to be incorrect. Actual events, results and outcomes may differ materially from our expectations due to a variety of known and unknown risks, uncertainties and other factors. Although it is not possible to identify all of these risks and factors, they include, among others, the following:

- the success, cost, timing and potential indications of our product candidate development activities and clinical trials, including our currently planned and potential future clinical trials of NKX101 and NKX019;
- our ability to achieve our milestones for development of our product candidates;
- our ability to obtain and maintain regulatory approval of our product candidates, including NKX101 and NKX019, in any of the indications for which we plan to develop them, and any related restrictions, limitations and/or warnings in the label of an approved product;
- the future results of ongoing or later clinical trials, including of NKX101 and NKX019;
- our ability to maintain our license agreement with National University Singapore and St. Jude with respect to certain rights to NKX101 and NKX019;
- our ability to obtain funding for our operations, including funding necessary to complete the clinical trials of any of our product candidates;
- risks associated with the COVID-19 pandemic, which may adversely impact our business, preclinical studies and clinical trials;
- our plans to research, develop and commercialize our product candidates;
- the size and growth potential of the markets for our products, and our ability to identify target patient populations and serve those markets, especially for diseases with small patient populations;
- our ability to successfully commercialize our products, including obtaining reimbursement on favorable terms;
- our ability to develop and maintain sales and marketing capabilities;
- the rate and degree of market acceptance of our products;
- our ability to obtain and maintain insurance coverage and reimbursement for our product candidates;
- our ability to grow our organization and increase the size of our facilities to meet our anticipated growth;
- our ability to contract with third-party suppliers and manufacturers and their ability to perform adequately;

- our ability to attract and retain strategic partners with development, regulatory and commercialization expertise;
- the success of competing therapies that are or become available;
- our ability to attract and retain key scientific, commercial or management personnel;
- our expectations regarding the period during which we qualify as an emerging growth company under the JOBS Act or a smaller reporting company;
- our use of the proceeds from this offering;
- the accuracy of our estimates regarding expenses, future revenue, capital requirements and needs for additional financing;
- our ability to continue as a going concern;
- our expectations regarding our ability to obtain and maintain intellectual property protection for our products and our ability to operate our business without infringing on the intellectual property rights of others;
- regulatory developments in the United States and foreign countries; and
- other risks and factors listed under “Risk Factors” and elsewhere in this prospectus.

These risks are not exhaustive. Other sections of this prospectus may include additional factors that could adversely affect our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for our management to predict all risk factors nor can we assess the effects of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in, or implied by, any forward-looking statements.

In light of these risks, uncertainties and other factors, the forward-looking statements contained in this prospectus might not prove to be accurate and you should not place undue reliance upon them. All forward-looking statements speak only as of the date made and we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

You should read this prospectus and the documents that we reference in this prospectus, and have filed as exhibits to the registration statement of which this prospectus is a part, with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. You should also read carefully the factors described in the section of this prospectus captioned “Risk Factors” and elsewhere to better understand the risks and uncertainties inherent in our business and underlying and forward-looking statements. In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

Unless otherwise indicated, information contained in this prospectus concerning our industry, our business and the markets for treatments of certain diseases, including data regarding the estimated size of those markets, and the incidence and prevalence of certain medical conditions is based on information from various third-party sources. In presenting this information, we have also made assumptions based on such data and other similar sources, and on our knowledge of, and our experience to date in our industry. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the “Risk Factors” section. These and other factors could cause results to differ materially from those expressed in the estimates made by third parties and by us.

MARKET AND INDUSTRY DATA

We use market data and industry forecasts and projections throughout this prospectus, and in particular in the sections captioned "Prospectus Summary" and "Business." We have obtained the market data from third-party sources of information, including publicly available industry publications and subscription-based publications. Industry forecasts are based on industry surveys and the preparer's expertise in the industry and there can be no assurance that any of the industry forecasts will be achieved. Any industry forecasts are based on data (including third-party data), models and experience of various professionals and are based on various assumptions, all of which are subject to change without notice. We believe these data are reliable, but we have not independently verified the accuracy of this information. While we are not aware of any misstatements regarding the market data presented herein, industry forecasts and projections involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors." These and other factors could cause results to differ materially from those expressed in these publications and reports.

Certain information in this prospectus regarding the activity of non-engineered allogeneic NK cells in relapsed or refractory AML is sourced from independent industry publications. These independent industry publications are listed below:

- Bachanova, Veronkia, *et al.* Clearance of acute myeloid leukemia by haploidentical natural killer cells is improved using IL-2 diphtheria toxin fusion protein. *Blood 2014*; 123(25): 3855-63.
- Curti, Antonio, *et al.* Successful transfer of alloreactive haploidentical KIR ligand-mismatched natural killer cells after infusion in elderly high risk acute myeloid leukemia patients. *Blood 2011*; 118(12): 3273-9.
- Kottaridis PD, North J, Tsirogianni M, Marden C, Samuel ER, Jide-Banwo S, *et al.* Two-Stage Priming of Allogeneic Natural Killer Cells for the Treatment of Patients with Acute Myeloid Leukemia: A Phase I Trial. *PLoS ONE 2015*; 10(6): e0123416.
- Miller, Jeffery S., *et al.* Successful adoptive transfer and in vivo expansion of human haploidentical NK cells in patients with cancer. *Blood 2005*; 105(8): 3051-7.
- Romee, Rizman, *et al.* Cytokine-induced memory-like natural killer cells exhibit enhanced responses against myeloid leukemia. *Science Translation Medicine 2016*; 357(8): 357ra123.
- Rubnitz, Jeffrey E., *et al.* Natural Killer Cell Therapy in Children with Relapsed Leukemia. *Pediatr. Blood Cancer 2015*; 62(8): 1468-72.

Overall information regarding the activity of non-engineered allogeneic NK cells in cancer is based upon our systematic literature review by searching the online counterpart to the Medical Literature Analysis and Retrieval System Online of the U.S. National Library of Medicine, or MEDLINE, a bibliographic database of life sciences and biomedical information that includes articles from academic journals covering medicine, nursing, pharmacy, dentistry, veterinary medicine, and other health care disciplines. We searched the MEDLINE database between February and March 2019 for publication of clinical trials held between 2005 and 2019 with reprints available in the English language. We identified a total of 32 academic trials of non-engineered allergeneic NK cells in cancer treatments with a combined 586 subjects enrolled.

USE OF PROCEEDS

We estimate that the net proceeds to us from this offering, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million (or $ million if the underwriters exercise their over-allotment option in full), based on the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus.

Each $1.00 increase or decrease in such assumed initial public offering price of $ per share, would increase or decrease, respectively, the net proceeds to us from this offering by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase or decrease of 1.0 million in the number of shares we are offering would increase or decrease, respectively, the net proceeds to us from this offering by approximately $ million, assuming the assumed initial public offering price remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to obtain additional capital to support our operations, to create a public market for our common stock and to facilitate our future access to the public equity markets.

We currently expect to use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- Approximately $ million to fund the development of NKX101 through ;
- Approximately $ million to fund the development of NKX019 through ;
- Approximately $ million to fund the development of Program 3 through ;
- Approximately $ million to fund the development of our NK+T program through ;
- Approximately $ million to fund the initial buildout and qualification of our commercial cGMP facility; and
- The remainder for our other pipeline candidates and general corporate purposes.

Pending the specific use of net proceeds as described in this prospectus, we intend to invest the net proceeds to us from this offering in short- and intermediate-term investment grade instruments, certificates of deposit or guaranteed obligations of the U.S. government.

This expected use of the net proceeds from this offering represents our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. For example, we may use a portion of the net proceeds for the acquisition of businesses or technologies to continue to build our pipeline, our research and development capabilities and our intellectual property portfolio, although we currently have no agreements, commitments or understandings with respect to any such transactions.

The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the status of and results from pre-clinical and clinical trials and any unforeseen cash needs. Moreover, our estimates of the costs to fund our development programs are based on current assumptions and business conditions. If these assumptions or business conditions were to change, our costs to fund our operations could increase. As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering.

We believe that our existing cash and cash equivalents, together with the net proceeds from this offering, will be sufficient to fund our planned operations for at least the next months. After this offering, we will require substantial capital in order to advance our current and future product candidates through clinical trials, regulatory approval and commercialization. For additional information regarding our potential capital requirements, see “Risk Factors—Risks Related to Our Financial Position—We will require additional capital, which, if available, may cause dilution to our stockholders, restrict our operations or require us to relinquish rights to our product candidates.”

DIVIDEND POLICY

We have never declared or paid any dividends on our capital stock. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any future determination to declare cash dividends will be made at the discretion of our board of directors, subject to applicable laws and organizational documents, after taking into account our financial condition, results of operations, capital requirements, general business conditions and other factors that our board of directors may deem relevant.

CAPITALIZATION

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

- on an actual basis;
- on a pro forma basis, giving effect to the issuance of 27,066,206 shares of our Series B convertible preferred stock in the second tranche of our Series B convertible preferred stock financing;
- on a pro forma basis, giving effect to (i) the conversion of all outstanding shares of our convertible preferred stock, including the 27,066,206 shares of our Series B convertible preferred stock we expect to issue in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, into an aggregate of 54,350,179 shares of common stock upon the completion of this initial public offering, and (ii) the filing and effectiveness of our Certificate of Incorporation in Delaware; and
- on a pro forma as adjusted basis, giving effect to the pro forma adjustments set forth above and the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma as adjusted information set forth in the table below is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with the sections of this prospectus captioned “Selected Financial and Other Data,” “Use of Proceeds,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Description of Capital Stock” and our financial statements and related notes included elsewhere in this prospectus.

	As of March 31, 2020			
			Pro Forma (ii)	
	Actual	Pro Forma (i) Giving Effect to the Series B 2nd Tranche Closing	Giving Effect to the Conversion of All Preferred Stock	Pro Forma as Adjusted(1)
	(in thousands, except share and per share amounts)			
Cash, cash equivalents, short-term investments and restricted cash	$ 25,965	$ 90,365	$ 90,365	$
Convertible preferred stock, $0.0001 par value per share: 54,350,179 shares authorized, 27,283,973 shares issued and outstanding actual; 54,350,179 shares authorized, 54,350,179 shares issued and outstanding pro forma (i), and no shares authorized, issued and outstanding, pro forma (ii) and pro forma as adjusted	$ 59,815	$ 124,215	$ —	$ —

	As of March 31, 2020			
	Actual	Pro Forma (i) Giving Effect to the Series B 2nd Tranche Closing	Pro Forma (ii) Giving Effect to the Conversion of All Preferred Stock	Pro Forma as Adjusted(1)
	(in thousands, except share and per share amounts)			
Stockholders' (deficit) equity:				
Preferred stock, $0.0001 par value per share: no shares authorized, issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma (i), pro forma (ii) and pro forma as adjusted	—	—	—	—
Common stock, $0.0001 par value per share: 71,919,982 shares authorized, 5,997,586 shares issued and 6,431,822 shares outstanding, actual and pro forma (i); 71,919,982 shares authorized, 60,347,765 shares issued and 60,782,001 shares outstanding, pro forma (ii); 71,919,982 shares authorized, shares issued and outstanding, pro forma as adjusted	1	1	6	
Additional paid-in capital	1,675	1,675	125,885	
Accumulated other comprehensive loss	(4)	(4)	(4)	
Accumulated deficit	(35,366)	(35,366)	(35,366)	
Total stockholders' (deficit) equity	(33,694)	90,521	90,521	
Total capitalization	$26,121	$ 90,521	$ 90,521	$

(1) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the amount of our pro forma as adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable, the amount of our pro forma as adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $ million, assuming an initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Unless otherwise indicated, the pro forma and pro forma as adjusted columns in the table above are based on 60,782,001 shares of our common stock (including all outstanding shares of our convertible preferred stock as of March 31, 2020 and shares expected to be issued in the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020 on an

as-converted basis and unvested shares issued pursuant to the early exercise of stock options which are subject to potential forfeiture) outstanding as of March 31, 2020, and exclude the following:

- 9,204,950 shares of common stock issuable upon the exercise of outstanding stock options under our 2015 Equity Incentive Plan, at a weighted-average exercise price of $0.98 per share;
- 933,031 shares of our common stock reserved for future issuance pursuant to our 2015 Equity Incentive Plan;
- shares of our common stock reserved for future issuance under our 2020 Performance Incentive Plan, which will become effective prior to the completion of this offering; and
- shares of common stock reserved for future issuance under our ESPP, which will become effective prior to the completion of this offering.

Our 2020 Performance Incentive Plan and ESPP each provide for annual automatic increases in the number of shares reserved thereunder, as more fully described in the section titled “Executive Compensation—Equity Incentive Plans.”

DILUTION

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

Our pro forma net tangible book value as of March 31, 2020 was $90.5 million, or $1.49 per share. Pro forma net tangible book value per share represents the amount of our total tangible assets less our total liabilities, divided by the total number of shares of our common stock outstanding as of March 31, 2020, after giving effect to the automatic conversion of all outstanding shares of our convertible preferred stock as of March 31, 2020 and shares expected to be issued in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020 into an aggregate of 54,350,179 shares of common stock upon the completion of this offering and a -for- reverse stock split of our common stock.

Net tangible book value dilution per share to new investors represents the amount per share paid by purchasers of common stock in this offering and the pro forma as adjusted net tangible book value per share of our common stock immediately following the completion of this offering. After giving effect to (i) the pro forma transactions described in the preceding paragraph, and (ii) the sale of shares of common stock in this offering at the assumed initial public offering price, and after deducting estimated underwriting discounts and commissions and estimated offering expenses, our pro forma as adjusted net tangible book value as of March 31, 2020 would have been $ million, or $ per share. This represents an immediate increase in pro forma net tangible book value of $ per share to our existing stockholders and an immediate dilution in pro forma net tangible book value of $ per share to investors purchasing shares of common stock in this offering at the initial public offering price.

The following table illustrates this dilution on a per share basis to new investors.

Assumed initial public offering price per share		$
Historical net tangible book value per share as of March 31, 2020	$(5.24)	
Increase in net tangible book value per share attributable to pro forma transactions	$ 6.73	
Pro forma net tangible book value per share as of March 31, 2020	$ 1.49	
Increase in net tangible book value per share attributable to investors participating in this offering		
Pro forma as adjusted net tangible book value per share, as adjusted to give effect to this offering		
Dilution per share to new investors participating in this offering		$

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

approximately $ per share and increase or decrease, as applicable, the dilution to investors purchasing shares of our common stock in this offering by approximately $ per share, assuming the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

To the extent that any outstanding options to purchase shares of our common stock are exercised, new options are issued under our compensatory stock plans or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering.

The following table presents on a pro forma as adjusted basis as described above, as of March 31, 2020, the differences between the existing stockholders and the new investors purchasing shares of our common stock in this offering with respect to the number of shares purchased from us, the total consideration paid or to be paid to us, which includes net proceeds received from the issuance of common stock and redeemable convertible preferred stock and cash received from the exercise of stock options, and the average price per share paid or to be paid to us at the initial public offering price, before deducting underwriting discounts and commissions and estimated offering expenses:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders					
New investors					
Total					

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the total consideration paid by new investors and total consideration paid by all stockholders by approximately $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Except as otherwise indicated, the above discussion and tables assume no exercise of the underwriters' over-allotment option. If the underwriters exercise their over-allotment option in full, our existing stockholders would own % and our new investors would own % of the total number of shares of our common stock outstanding upon completion of this offering.

SELECTED FINANCIAL DATA

The summary statements of operations data for the years ended December 31, 2018 and 2019 and the selected balance sheet data as of December 31, 2018 and 2019 presented below are derived from our audited financial statements included elsewhere in this prospectus. The summary statements of operations data for the three months ended March 31, 2019 and 2020 and the selected balance sheet data as of March 31, 2020 are derived from our unaudited financial statements and related notes included elsewhere in this prospectus. We have prepared the unaudited interim financial statements on a basis consistent with our audited financial statements and, in the opinion of management, such unaudited interim financial statements reflect all adjustments, consisting only of normal recurring adjustments, that are necessary for the fair presentation of our unaudited interim financial statements. Our historical results are not necessarily indicative of the results that may be expected in the future, and the results for the three months ended March 31, 2020 are not necessarily indicative of the results to be expected for the full year or any other period. The following summary financial data should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes included elsewhere in this prospectus.

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(Unaudited)	
Statement of Operations Data:				
Collaboration revenue	$ 6,550,000	$ 115,385	$ 113,077	$ –
Operating expenses:				
Research and development	4,252,210	17,216,955	2,294,117	7,259,838
General and administrative	2,654,239	5,246,960	939,838	2,148,421
Total operating expenses	6,906,449	22,463,915	3,233,955	9,408,259
Loss from operations	(356,449)	(22,348,530)	(3,120,878)	(9,408,259)
Other income (expense):				
Change in fair value of preferred stock purchase right liability	–	1,317,582	–	577,645
Change in fair value of derivative liability	–	858,331	–	–
Loss from extinguishment of debt	–	(752,167)	–	–
Interest expense	–	(472,819)	–	–
Interest income	81,946	304,106	37,899	124,611
Other income, net	–	17,662	–	–
Total other income	81,946	1,272,695	37,899	702,256
Net loss	$ (274,503)	$ (21,075,835)	$ (3,082,979)	$ (8,706,003)
Comprehensive loss:				
Net loss	$ (274,503)	$ (21,075,835)	$ (3,082,979)	$ (8,706,003)
Other comprehensive loss	–	(2,139)	–	(1,403)
Comprehensive loss	$ (274,503)	$ (21,077,974)	$ (3,082,979)	$ (8,707,406)
Net loss per share, basic and diluted	$ (0.07)	$ (3.89)	$ (0.64)	$ (1.46)
Weighted average shares outstanding, basic and diluted[1][2]	3,940,474	5,411,362	4,838,626	5,954,041
Pro forma net loss per share, basic and diluted (unaudited)[1][2]		$ (1.13)		$ (0.26)
Pro forma weighted average shares outstanding, basic and diluted (unaudited)[1][2]		18,599,999		33,225,398

(1) See Note 16 to our audited financial statements for an explanation of the method used to calculate historical and pro forma basic and diluted net loss per share for the years ended December 31, 2018 and 2019 and Note 3 of the unaudited financial statements for the three-month periods ended March 31, 2019 and 2020.

(2) Reflects a -for- reverse stock split of our common stock to be effected immediately prior to the effectiveness of the registration statement of which this prospectus is a part.

	As of March 31, 2020			
	Actual	Pro Forma Giving Effect to the Series B 2nd Tranche Closing(1)	Pro Forma Giving Effect to the Conversion of All Preferred Stock(1)(2)	Pro Forma As Adjusted(3)(4)
Balance Sheet Data:				
Cash, cash equivalents, short-term investments and restricted cash	$ 25,964,681	$ 90,364,658	$ 90,364,658	
Working capital(5)	17,095,932	81,495,909	81,495,909	
Total assets	41,122,966	105,522,943	105,522,943	
Total liabilities	15,001,950	15,001,950	15,001,950	
Convertible preferred stock	59,814,882	124,214,859	—	—
Accumulated deficit	(35,365,745)	(35,365,745)	(35,365,745)	(35,365,745)
Total stockholders' (deficit) equity	$ (33,693,866)	(33,693,866)	90,520,993	

(1) The pro forma information in this column gives effect to the sale and issuance of 27,066,206 shares of our Series B convertible preferred stock in the second tranche of our Series B convertible preferred stock financing, which is anticipated to close on or around July 1, 2020 with expected gross proceeds of $64.4 million.

(2) The pro forma information in this column gives effect to (i) the conversion of all outstanding shares of our convertible preferred stock, including the 27,066,206 shares of our Series B convertible preferred stock we expect to issue in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, into an aggregate of 54,350,179 shares of common stock upon the completion of this initial public offering, and (ii) the filing and effectiveness of our Certificate of Incorporation in Delaware, as if such conversion, reclassification and effectiveness had occurred on March 31, 2020.

(3) The pro forma as adjusted information in the table gives further effect to the pro forma adjustments set forth above and the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(4) Each $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase or decrease, as applicable, the amount of our pro forma as adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase or decrease of 1.0 million shares in the number of shares offered by us would increase or decrease, as applicable,

the amount of our pro forma as adjusted cash and cash equivalents, working capital, total assets, and total stockholders' equity (deficit) by $ million, assuming an initial public offering price of $ per share, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

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

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

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and related notes included elsewhere in this prospectus. Some of the information contained in this discussion and analysis are set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business and related financing, and includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the section of this prospectus titled "Risk Factors," our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a biopharmaceutical company focused on the discovery, development and commercialization of allogeneic, off-the-shelf engineered natural killer, or NK, cell therapies to treat cancer. Our NK cell engineering platform builds on prior experience and success with engineering T cells and includes proprietary technologies that enable us to generate an abundant supply of NK cells, improve the persistence of these cells for sustained activity in the body, engineer enhanced NK cell recognition of tumor targets and to freeze, store and thaw our engineered NK cells for off-the-shelf use for the treatment of cancer. All of our product candidates are designed to be allogeneic, meaning they are produced using cells from a different person than the patient treated, as well as off-the-shelf, meaning they are produced in quantity, then frozen and therefore available for treating patients without delay, unlike existing autologous cell therapies. Based on published data from a number of clinical trials of certain NK cell therapies, we believe that engineered NK cells can be well tolerated and avoid some of the toxicities observed with other cell therapies. Our two co-lead product candidates are NKX101 and NKX019.

Our NK cell engineering platform is designed to address the limitations and challenges of current technologies for engineering T cells and NK cells and is a result of our internal expertise and deep understanding of NK cell biology. Our platform includes proprietary technologies for NK cell expansion, persistence, targeting and cryopreservation. All of our product candidates incorporate each of the four components of our technology platform, which we believe provides the best opportunity for achieving clinically meaningful results in our development program.

Since the commencement of our operations in 2015, we have devoted substantially all of our resources in support of our product development efforts, hiring personnel, raising capital to support and expand such activities and providing general and administrative support for these operations. We have not generated any revenue from product sales and have funded our operations primarily from the issuance of convertible promissory notes, private placements of our preferred stock and with proceeds from our previous collaboration with GlaxoSmithKline, or GSK. We have incurred a net loss of $0.3 million and $21.1 million during the years ended December 31, 2018 and 2019, and $3.1 million and $8.7 million for the three months ended March 31, 2019 and 2020, respectively, and we expect to continue to incur significant losses for the foreseeable future. As of March 31, 2020, we had an accumulated deficit of $35.4 million.

We expect our operating expenses to significantly increase as we continue to develop and seek regulatory approvals for our product candidates, engage in other research and development activities to expand our pipeline of product candidates, maintain and expand our intellectual property portfolio, and ultimately establish a sales organization and operate 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, and our expenditures on other research and development activities.

We will need substantial additional funding, in addition to the net proceeds of this offering, to support our continuing operations and pursue our long-term development strategy. We may seek additional funding through the issuance of our common stock, other equity or debt financings or collaborations or partnerships with other companies. The amount and timing of our future funding requirements will depend on many factors, including the pace and results of our clinical development efforts for our product candidates and other research, development and manufacturing activities. We may not be able to raise additional capital on terms acceptable to us, or at all. Any failure to raise capital as and when needed would compromise our ability to execute on our business plan and may cause us to significantly delay, scale back or discontinue the development of some of our programs or curtail any efforts to expand our product pipeline. We currently do not generate any revenue and our independent registered public accounting firm has included in its opinion for the year ended December 31, 2019 an explanatory paragraph expressing substantial doubt about our ability to continue as a going concern within one year from the date of this filing.

The issuance of 27,066,206 shares of our Series B convertible preferred stock for aggregate gross proceeds of $64.4 million in the second tranche of our Series B convertible preferred stock financing is expected to close on or around July 1, 2020, pursuant to a milestone waiver by the holders of our Series B convertible preferred stock and satisfaction of customary closing conditions. The waiver may be rescinded prior to the closing of the second tranche by the vote of the holders of at least one-third of our Series B convertible preferred stock. At March 31, 2020, we had cash, cash equivalents, restricted cash and short term investments of $26.0 million. Assuming we had received the gross proceeds from this second tranche financing as of March 31, 2020, our total cash, cash equivalents, restricted cash and short term investments on that date would have been $90.4 million. We believe that the cash on hand, together with the assumed gross proceeds of the $64.4 million in the second tranche financing will be sufficient to fund our operations for at least the next 12 months from the date of this prospectus. Our cash equivalents are held in money market funds. Since inception, we have incurred net losses and negative cash flows from operations. At March 31, 2020, we had an accumulated deficit of $33.7 million.

Financial Operations Overview

Collaboration Revenue

We currently have no therapeutic products approved for sale, and we have never generated any revenue from the sale of any therapeutic products. Our ability to generate product revenues will depend on the successful development and eventual commercialization of our product candidates. We may look to generate revenue from collaboration and license agreements in the future, as well as from product sales, which approval we do not expect for several years, if ever. Prior to the year ended December 31, 2019, we also generated revenue from a collaboration and license agreement with GSK, which terminated in December 2018. Revenue recorded in 2019 represented the wind down efforts associated with this agreement. Costs incurred in performing the research services under this agreement were recorded as research and development expense in our financial statements.

Operating Expenses

Research and Development

Research and development costs consist primarily of costs incurred for the discovery and clinical development of our drug candidates, which include:

- employee-related expenses, including salaries, related benefits, travel and share-based compensation expenses for employees engaged in research and development functions;
- expenses incurred in connection with research, laboratory consumables and preclinical studies

- expenses incurred in connection with conducting clinical trials including investigator grants and site payments for time and pass-through expenses and expenses incurred under agreements with contract research organizations, or CROs, other vendors or central laboratories and service providers engaged to conduct our trials;
- the cost of consultants engaged in research and development related services and the cost to manufacture drug products for use in our preclinical studies and clinical trials;
- facilities, depreciation and other expenses, which include allocated expenses for rent and maintenance of facilities, insurance and supplies;
- costs related to regulatory compliance; and
- the cost of annual license fees.

Our research and development expenses through the years ended December 31, 2018 and 2019 and for the three months ended March 31, 2019 and 2020 were primarily incurred in connection with the preclinical development of our most advanced program, NKX101. However, we have not historically tracked research and development expenses by program. We typically have various early stage research and drug discovery projects as well as potentially various products undergoing clinical trials. Our internal resources, employees and infrastructure are not directly tied to any one research or drug discovery project and are typically deployed across multiple projects. As such, we do not maintain information regarding these costs incurred for these early stage research and drug discovery programs on a project-specific basis.

We expense research and development costs as they are incurred. Nonrefundable advance payments for goods or services to be received in the future for use in research and development activities are recorded as prepaid expenses. The prepaid amounts are expensed as the related goods are delivered or the services are performed.

The following table summarizes our research and development expenses for the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020. The direct external development program expenses reflect external costs attributable to our clinical development candidates and preclinical candidates selected for further development. Such expenses include third-party contract costs relating to manufacturing, clinical trial activities, translational medicine and toxicology activities. The unallocated internal research and development costs include personnel, facility costs, laboratory consumables and discovery and research related activities associated with our pipeline.

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(Unaudited)	
Direct external development program expenses:				
NKX101	$ 314,128	$ 4,154,459	$ 402,610	$ 2,104,239
NKX019	—	26,137	—	9,885
Program 3	—	—	—	20,833
Unallocated internal research and development costs:				
Personnel related (including share-based compensation)	2,094,252	7,603,575	1,197,838	3,166,117
Others	1,843,830	5,432,784	693,669	1,958,764
Total research and development costs	$4,252,210	$17,216,955	$ 2,294,117	$ 7,259,838

Research and development activities are central to our business model. There are numerous factors associated with the successful commercialization of any of our drug candidates, including future trial design and various regulatory requirements, many of which cannot be determined with accuracy at this time based on our stage of development. In addition, future regulatory factors beyond our control may impact our clinical development programs. Drug candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. At this time, we cannot reasonably estimate or know the nature, timing and costs of the efforts that will be necessary to complete the preclinical and clinical development of any of our drug candidates. However, we expect that our research and development expenses will increase substantially in connection with our planned preclinical and clinical development activities in the near term and in the future.

The successful development of our drug candidates is highly uncertain. This is due to numerous risks and uncertainties, including the following:

- successful completion of preclinical studies and clinical trials;
- delays in regulators or institutional review boards authorizing us or our investigators to commence our clinical trials or in our ability to negotiate agreements with clinical trial sites or contract research organizations;
- the number of clinical sites included in the trials;
- raising additional funds necessary to complete clinical development of our drug candidates;
- obtaining and maintaining patent, trade secret and other intellectual property protection and regulatory exclusivity for our drug candidates;
- establishing manufacturing capabilities, for clinical supplies of our drug candidates;
- the results of our clinical trials;
- protecting and enforcing our rights in our intellectual property portfolio; and
- maintaining a continued acceptable safety profile of the products following approval.

A change in the outcome of any of these variables with respect to the development of our drug candidates may significantly impact the costs and timing associated with the development of our drug candidates. We may never succeed in obtaining regulatory approval for any of our drug candidates.

General and Administrative

General and administrative expenses consist primarily of salaries and employee-related costs, including share-based compensation, for personnel in executive, finance and other administrative functions. Other significant costs include legal fees relating to intellectual property and corporate matters, professional fees for accounting and consulting services and facility-related costs.

We expect our general and administrative expenses will increase for the foreseeable future to support our increased research and development activities and to reflect increased costs associated with operating as a public company. These increased costs will likely include increased expenses related to audit, legal, regulatory and tax-related services associated with maintaining compliance with exchange listing and SEC requirements, director and officer insurance premiums and investor relations costs.

Other Income (Expense)

Change in Fair Value of Preferred Stock Purchase Right Liability

In August 2019, we entered into a Series B Preferred Stock Purchase Agreement that contains future purchase rights that are required to be accounted for as liabilities and remeasured to fair value at each reporting date, with any change in the fair value reported as a component of other income

(expense). We will continue to record adjustments to the estimated fair value of the preferred stock purchase rights until they are exercised or expire. At that time, the convertible preferred stock purchase right liability will be reclassified to additional paid-in capital and we will no longer record any related periodic fair value adjustments.

Change in Fair Value of Derivative Liability

In May 2019, we issued convertible promissory notes that contained certain conversion options that were required to be accounted for as liabilities and remeasured to fair value at each reporting date, with changes in the fair value reported as a component of other income (expense). In August 2019, our convertible promissory notes and related accrued interest converted into Series B convertible preferred stock and a final remeasurement adjustment was recorded.

Loss from Extinguishment of Debt

The loss from extinguishment of debt represented the write-off of the unamortized debt issuance costs, slightly offset by the remaining unamortized debt discount, on the date the convertible promissory notes converted into Series B convertible preferred stock.

Interest Expense

Interest expense consisted of interest on our convertible promissory notes that were outstanding during 2019.

Interest Income

Interest income consists of interest earned on our cash and cash equivalents, and short-term investments.

Income Taxes

We are subject to corporate U.S. federal and state income taxation. As of December 31, 2019, we had federal and state net operating loss carryforwards of approximately $24.7 million and $24.5 million, respectively. Of the $24.7 million federal net operating loss carryforwards, $3.2 million will begin expiring in 2035, if not utilized, while $21.5 million can be carried forward indefinitely. The state tax loss carryforwards will begin expiring in 2036, if not utilized. As of December 31, 2019, we had federal and state research and development tax credits of approximately $1.0 million and $0.7 million, respectively. If not utilized, the federal research tax credit will begin to expire in 2035. The California research tax credit can be carried forward indefinitely.

Utilization of the net operating loss carryforwards may be subject to a substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. This annual limitation may result in the expiration of net operating losses and credits before utilization. We have not performed an analysis to determine the limitation of our net operating loss carryforwards.

We estimate our income tax provision, including deferred tax assets and liabilities, based on management's judgment. We record a valuation allowance to reduce our deferred tax assets to the amounts that are more likely than not to be realized. We consider future taxable income, ongoing tax planning strategies and our historical financial performance in assessing the need for a valuation allowance. If we expect to realize deferred tax assets for which we have previously recorded a valuation allowance, we will reduce the valuation allowance in the period in which such determination is first made.

We record liabilities related to uncertain tax positions in accordance with the guidance that clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements by prescribing a minimum recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return.

As of December 31, 2019, we had gross unrecognized tax benefits of $0.3 million, all of which would affect our income tax expense if recognized, before consideration of our valuation allowance. As of December 31, 2019 and March 31, 2020, we do not expect our unrecognized tax benefits will significantly change over the next 12 months.

Results of Operations

The following table summarizes our statement of operations data for the periods indicated (in thousands except share and per share data):

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(Unaudited)	
Statement of Operations Data:				
Collaboration revenue	$ 6,550	$ 115	$ 113	$ –
Operating expenses:				
Research and development	4,252	17,217	2,294	7,260
General and administrative	2,654	5,247	940	2,148
Total operating expenses	6,906	22,464	3,234	9,408
Loss from operations	(356)	(22,349)	(3,121)	(9,408)
Other income (expense):				
Change in fair value of preferred stock purchase right liability	–	1,318	–	578
Change in fair value of derivative liability	–	858	–	–
Loss from extinguishment of debt	–	(752)	–	–
Interest expense	–	(473)	–	–
Interest income	82	304	38	124
Other income, net	–	18	–	–
Total other income	82	1,273	38	702
Net loss	$ (275)	$ (21,076)	$ (3,083)	$ (8,706)
Comprehensive loss:				
Net loss	$ (275)	$ (21,076)	$ (3,083)	$ (8,706)
Other comprehensive loss	–	(2)	–	(1)
Comprehensive loss	$ (275)	$ (21,078)	$ (3,083)	$ (8,707)
Net loss per share, basic and diluted	$ (0.07)	$ (3.89)	$ (0.64)	$ (1.46)
Weighted average shares outstanding, basic and diluted	3,940,474	5,411,362	4,838,626	5,954,041
Pro forma net loss per share, basic and diluted (unaudited)		$ (1.13)		$ (0.26)
Pro forma weighted average shares outstanding, basic and diluted (unaudited)		18,599,999		33,225,398

Comparison of the Three Months Ended March 31, 2019 and 2020 (Unaudited)

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

	Three Months Ended March 31,		Change
	2019	2020	
	(Unaudited)		
Collaboration revenue	$ 113	$ –	$ (113)
Operating expenses:			
Research and development	2,294	7,260	4,966
General and administrative	940	2,148	1,208
Total operating expenses	3,234	9,408	6,174
Loss from operations	(3,121)	(9,408)	(6,287)
Other income:			
Change in fair value of preferred stock purchase right liability	–	578	578
Interest income	38	124	86
Total other income	38	702	664
Net loss	$ (3,083)	$ (8,706)	$ (5,623)

Collaboration revenue. Revenue earned under our collaboration and license agreement with GSK was $0.1 million and nil for the three months ended March 31, 2019 and 2020, respectively. As the collaboration agreement with GSK was terminated in December 2018, collaboration revenue recognized during the three months ended March 31, 2019 was nominal in amount and was related to wind-down activities.

Research and development expenses. Research and development expenses were $2.3 million and $7.3 million for the three months ended March 31, 2019 and 2020, respectively. The increase of $5.0 million was primarily due to an increase in personnel cost of $2.0 million, including an increase in share-based compensation expense of $0.2 million as a result of continued growth in headcount, and increases of $1.7 million in third-party research costs as a result of the increase in our research activity and $1.3 million in other internal research and development costs, primarily consisting of research and laboratory supplies and facilities expenses.

General and administrative expenses. General and administrative expenses were $0.9 million and $2.1 million for the three months ended March 31, 2019 and 2020, respectively. The increase of $1.2 million was primarily due to an increase in personnel cost of $0.8 million, including an increase of $0.2 million in share-based compensation expense as a result of continued growth in headcount, a $0.2 million increase in outside consulting, legal and accounting fees and a $0.2 million increase in facilities expenses that included rent and depreciation expense.

Change in fair value of preferred stock purchase right liability. We recognized $0.6 million in other income related to the decrease in the fair value of our preferred stock purchase right liability for the three months ended March 31, 2020. There was no equivalent liability outstanding during the three months ended March 31, 2019.

Interest income. Interest income was $38,000 and $0.1 million for the three months ended March 31, 2019 and 2020, respectively, primarily due to interest earned on cash, cash equivalents and short-term investments during the period. There were no investments for the three months ended March 31, 2019.

Comparison of the Years Ended December 31, 2018 and 2019

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

	Year Ended December 31,		
	2018	2019	Change
Collaboration revenue	$ 6,550	$ 115	$ (6,435)
Operating expenses:			
Research and development	4,252	17,217	12,965
General and administrative	2,655	5,247	2,592
Total operating expenses	6,907	22,464	15,557
Loss from operations	(357)	(22,349)	(21,992)
Other income (expense):			
Change in fair value of preferred stock purchase right liability	–	1,318	1,318
Change in fair value of derivative liability	–	858	858
Loss from extinguishment of debt	–	(752)	(752)
Interest expense	–	(473)	(473)
Interest income	82	304	222
Other income, net	–	18	18
Total other income	82	1,273	1,191
Net loss	$ (275)	$ (21,076)	$ (20,801)

Collaboration revenue. Revenue earned under our collaboration and license agreement with GSK was $6.6 million and $0.1 million for the years ended December 31, 2018 and 2019, respectively. As the collaboration agreement with GSK was terminated in December 2018, collaboration revenue recognized during 2019 was nominal in amount and was related to wind-down activities.

Research and development expenses. Research and development expenses were $4.3 million and $17.2 million for the years ended December 31, 2018 and 2019, respectively. The increase of $12.9 million was primarily due to increases of $5.8 million of third-party research expenses related to our development programs, $5.0 million in personnel-related expenses, $0.8 million in facility costs, and $0.3 million in share-based compensation expense.

General and administrative expenses. General and administrative expenses were $2.7 million and $5.2 million for the years ended December 31, 2018 and 2019, respectively. The increase of $2.5 million was primarily due to increases of $1.1 million in personnel-related expenses, $1.0 million in professional services related to accounting services, corporate legal fees, other consulting and patent legal fees, and $0.5 million in share-based compensation expense.

Change in fair value of preferred stock purchase right liability. We recognized $1.3 million in other income related to the decrease in the fair value of our preferred stock purchase right liability in the year ended December 31, 2019, as compared to nil in the year ended December 31, 2018. This was due to the issuance of our Series B convertible preferred stock in August of 2019, which included a provision that potentially obligates us to sell, outside of our control, an additional 27,066,206 shares of our Series B convertible preferred stock at $2.37935 per share, for expected gross proceeds of $64.4 million. There was no equivalent liability outstanding during the year ended December 31, 2018.

Change in fair value of derivative liability. Change in fair value of derivative liability resulted in a remeasurement benefit of $0.9 million for the year ended December 31, 2019, as compared to nil in

the year ended December 31, 2018. This was due to the issuance of our convertible promissory notes in May 2019. The conversion option related to our convertible promissory notes was subject to remeasurement at each reporting period, with changes in fair value recorded in the statement of operations. In August 2019, our convertible promissory notes and related accrued interest converted into Series B convertible preferred stock upon the sale of the Series B convertible preferred stock and, accordingly, we no longer remeasure the fair value of the derivative liability.

Loss from extinguishment of debt. Loss from extinguishment of debt was $0.8 million for the year ended December 31, 2019, as compared to nil in the year ended December 31, 2018. This was due to fact that our convertible promissory notes converted into our Series B convertible preferred stock in August 2019 and all related unamortized debt issuance costs, slightly offset by the remaining unamortized debt discount, were written off in that period.

Interest expense. Interest expense was nil and $0.5 million for the years ended December 31, 2018 and 2019, respectively. This increase was due to the non-cash interest expense related to a debt discount feature on our convertible promissory notes issued in May 2019.

Interest income. Interest income was $0.1 million and $0.3 million for the years ended December 31, 2018 and 2019, respectively. Interest income increased by $0.2 million primarily due to the interest earned in 2019 from the purchase of short-term investments starting in October 2019.

Liquidity and Capital Resources

Sources of Liquidity

We have incurred net losses and negative cash flows from operations since our inception and anticipate that we will continue to incur net losses for the foreseeable future. We expect to incur substantial expenditures as we develop our product pipeline and advance our drug candidates through clinical development, undergo the regulatory approval process and, if approved, launch commercial activities. Specifically, in the near term we expect to incur substantial expenses relating to initiating and completing our clinical trials, the development and validation of our manufacturing processes, and other development activities. Furthermore, upon the completion of this offering, we expect to incur additional costs associated with operating as a public company, including significant legal, accounting, investor relations and other expenses that we did not incur as a private company.

We will need substantial additional funding to support our continuing operations and pursue our development strategy. Until such time as we can generate significant revenue from sales of our drug candidates, if ever, we expect to finance our operations through the sale of equity, debt financings or other capital sources, including potential collaborations with other companies or other strategic transactions. Adequate funding may not be available to us on acceptable terms, or at all. If we fail to raise capital or enter into such agreements as, and when, needed, we may have to significantly delay, scale back, or discontinue the development and commercialization of our drug candidates or delay our efforts to expand our product pipeline. We may also be required to sell or license to other parties' rights to develop or commercialize our drug candidates that we would prefer to retain.

These factors raise substantial doubt about our ability to continue as a going concern. The financial statements have been prepared assuming that we will continue as a going concern, and do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets, or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

To date, we have funded our operations primarily through the issuance of convertible promissory notes, the private placements of our convertible preferred stock and with proceeds from our previous collaboration with GSK which was terminated in December 2018. To date, we have raised gross proceeds of approximately $61.6 million from the issuance of our convertible preferred stock and

convertible promissory notes and $7.9 million under our collaboration agreement with GSK, and with the expected gross proceeds of $64.4 million from the issuance of shares in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, our total cash and cash equivalents, restricted cash and short-term investments are expected to increase to $90.4 million. Our cash equivalents are held in money market funds. Since inception, we have incurred net losses and negative cash flows from operations. At March 31, 2020, we had an accumulated deficit of $33.7 million.

In December 2017, we raised aggregate gross cash proceeds of $8.0 million from the sale of 3,866,602 shares of our convertible Series A convertible preferred stock at $2.069 per share. In addition, the convertible promissory notes that we issued in August 2015, November 2016 and June 2017 for aggregate gross cash proceeds of $3.6 million, including accrued interest, were converted into 2,303,747 Series A convertible preferred stock in December 2017.

In May 2019, we issued $6.0 million in convertible promissory notes to our existing Series A convertible preferred stock investors and in August 2019, we entered into the Series B Preferred Stock Purchase Agreement. The closing of the first tranche of the Series B convertible preferred stock financing resulted in net cash proceeds of $40.8 million, net of $0.5 million in issuance costs and $2.8 million attributed to the Series B convertible preferred stock purchase right, from the sale of 18,492,443 shares of Series B convertible preferred stock at a price of $2.37935 per share. In addition, the convertible promissory notes that we issued in May 2019, including accrued interest of $0.1 million, were converted into 2,621,181 shares of Series B convertible preferred stock in August 2019. The Series B Preferred Stock Purchase Agreement provides for a second tranche closing of $64.4 million upon the achievement of a specific milestone or by election of the majority of Series B convertible preferred stock investors.

The issuance of 27,066,206 shares of our Series B convertible preferred stock for aggregate gross proceeds of $64.4 million in the second tranche of our Series B convertible preferred stock financing is expected to close on or around July 1, 2020, pursuant to a milestone waiver by the holders of our Series B convertible preferred stock and satisfaction of customary closing conditions. The waiver may be rescinded prior to the closing of the second tranche by the vote of the holders of at least one-third of our Series B convertible preferred stock.

At March 31, 2020, we had cash and cash equivalents, restricted cash and short-term investments of $26.0 million.

Cash Flows

The following table sets forth a summary of our cash flows for the period indicated (in thousands):

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(Unaudited)	
Net cash used in operating activities	$ (5,184)	$ (18,367)	$ (3,817)	$ (8,287)
Net cash (used in) provided by investing activities	(757)	(18,295)	(429)	4,897
Net cash provided by (used in) financing activities	87	49,581	(13)	(709)
Net (decrease) increase in cash and cash equivalents	$ (5,854)	$ 12,919	$ (4,259)	$ (4,099)

Operating Activities

Net cash used in operating activities was $5.2 million and $18.4 million for the years ended December 31, 2018 and 2019, respectively. The net cash used in operating activities for the year ended December 31, 2018 was primarily due to our net loss of $0.3 million and a decrease in deferred revenue of $6.0 million, partially offset by $0.4 million of non-cash charges for depreciation and amortization and share-based compensation, and a $0.7 million net change in accounts payable and accrued and other liabilities. The net cash used in operating activities for the year ended December 31, 2019 was primarily due to our net loss of $21.1 million, adjusted for $0.5 million of non-cash charges such as share-based compensation, depreciation and amortization, the change in fair value of our preferred stock purchase right liability and derivative liability, loss from extinguishment of debt, and interest expense and a $2.2 million change in operating assets and liabilities.

Net cash used in operating activities was $3.8 million and $8.3 million for the three months ended March 31, 2019 and 2020, respectively. The net cash used in operating activities for the three months ended March 31, 2019 was primarily due to our net loss of $3.1 million, adjusted for $0.1 million of non-cash charges for depreciation and amortization and share-based compensation, and a $0.9 million net change in operating assets and liabilities. The net cash used in operating activities for the three months ended March 31, 2020 was primarily due to our net loss of $8.7 million, adjusted for $0.2 million of net non-cash charges for share-based compensation of $0.5 million, depreciation and amortization of $0.1 million, change in fair value of our preferred stock purchase right liability of $0.6 million, and a $0.3 million net change in operating assets and liabilities.

Investing Activities

Net cash used in investing activities was $0.8 million and $18.3 million for the years ended December 31, 2018 and 2019, respectively. The net cash used in investing activities for the year ended December 31, 2018 was primarily due to purchases of property and equipment to support our research activities. The net cash used in investing activities for the year ended December 31, 2019 was primarily due to purchases of $16.4 million in short-term investments, using the proceeds received from our Series B convertible preferred stock financing in 2019, and purchases of property and equipment of $1.9 million to support our research activities.

Net cash used in investing activities was $0.4 million and net cash provided by investing activities was $4.9 million for the three months ended March 31, 2019 and 2020, respectively. The net cash used in investing activities for the three months ended March 31, 2019 was due to a $0.4 million purchase of property and equipment related to laboratory facilities construction. The net cash provided by investing activities for the three months ended March 31, 2020 was primarily due to proceeds from maturities of short-term investments of $10.8 million partially offset by purchases of property and equipment of $2.3 million and purchases of short-term investments of $3.6 million.

Financing Activities

Net cash provided by financing activities was $0.1 million for the year ended December 31, 2018 and was due to proceeds received from the early exercise of stock options. Net cash provided by financing activities was $49.6 million for the year ended December 31, 2019, primarily due to the proceeds of $6.0 million received from the issuance of our convertible promissory notes and the proceeds of $40.8 million received from the issuance of our Series B convertible preferred stock, net of issuance costs of $0.5 million and Series B preferred stock purchase right liability of $2.8 million.

Net cash used in financing activities was $13,000 and $0.7 million for the three months ended March 31, 2019 and 2020, respectively, primarily due to payments of deferred public offering costs.

Funding Requirements

Based upon our current operating plans, we believe that the estimated net proceeds from this offering, together with our existing cash and cash equivalents and short-term investments and including the expected gross proceeds from the issuance and sale of shares in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, will be sufficient to fund our operations for at least the next 12 months from the date of this prospectus. However, our forecast of the period of time through which our financial resources will be adequate to support our operations is a forward-looking statement that involves risks and uncertainties, and actual results could vary materially. We have based this estimate on assumptions that may prove to be wrong, and we could deplete our capital resources sooner than we expect. Additionally, the process of testing therapeutic product candidates in clinical trials is costly, and the timing of progress and expenses in these trials is uncertain.

Our future capital requirements will depend on many factors, including:

- the type, number, scope, progress, expansions, results, costs and timing of, our clinical trials and preclinical studies for our product candidates or other potential product candidates or indications which we are pursuing or may choose to pursue in the future;
- the outcome, timing and costs of regulatory review of our product candidates;
- the costs and timing of manufacturing for our product candidates, including commercial manufacturing and the costs associated with building our manufacturing facility;
- our efforts to enhance operational systems and hire additional personnel to satisfy our obligations as a public company, including enhanced internal controls over financial reporting;
- the costs associated with hiring additional personnel and consultants as our preclinical and clinical activities increase;
- the costs and timing of establishing or securing sales and marketing capabilities if any product candidate is approved;
- our ability to achieve sufficient market acceptance, coverage and adequate reimbursement from third- party payors and adequate market share and revenue for any approved products;
- patients' willingness to pay out-of-pocket for any approved products in the absence of coverage and/or adequate reimbursement from third-party payors;
- the terms and timing of establishing and maintaining collaborations, licenses and other similar arrangements, including payments required for meeting regulatory and commercial milestones or sales based royalties;
- the costs of obtaining, maintaining and enforcing our patent and other intellectual property rights; and
- costs associated with any product candidates, products or technologies that we may in-license or acquire.

We currently do not generate any revenue and our independent registered public accounting firm has included in its opinion for the year ended December 31, 2019 an explanatory paragraph expressing substantial doubt about our ability to continue as a going concern within one year from the date of this filing. The financial statements have been prepared assuming that we will continue as a going concern, and do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets, or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

Until such time as we can generate significant revenue from sales of our therapeutic product candidates, if ever, we expect to finance our cash needs through public or private equity or debt financings or other capital sources, including potential collaborations, licenses and other similar

arrangements. We may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our stockholders will be or could be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common stockholders. Debt financing and equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise funds through collaborations, or other similar arrangements with third parties, we may have to relinquish valuable rights to our product candidates, future revenue streams or research programs or may have to grant licenses on terms that may not be favorable to us and may reduce the value of our common stock. 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 our product candidates even if we would otherwise prefer to develop and market such product candidates ourselves.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations and commitments at March 31, 2020 (in thousands):

	Payments Due by Period				
	Total	Less Than 1 Year	1 to 3 Years	4 to 5 Years	More Than 5 Years
			(Unaudited)		
Operating lease commitments[1]	$9,412	$ 1,286	$2,914	$3,059	$ 2,153

(1) Payments due for our leases of the office, laboratory and vivarium space in South San Francisco, California that expire in 2026, in the case of the corporate office and laboratory space, and 2021 in the case of the vivarium.

In May 2018, we entered into a lease agreement for our corporate office and laboratory space located in South San Francisco, California with an expiration date in May 2025. In April 2019, the first amendment to the lease agreement was executed for additional corporate space and manufacturing capabilities and an extension to the lease term through April 2026. The terms of the lease contain a rent abatement for the first month and rent escalation provisions. In addition to the base rent payments, we will be obligated to pay certain customary amounts for our share of operating expenses and tax obligations related to the facilities.

In May 2020, the second amendment to the lease agreement was executed for an eight-year non-cancelable lease for additional office and laboratory space in the same building. The lease for the additional space provided for abatement of rent during the first three months of the lease and contained rent escalations during the term of the lease. The lease for this additional space is expected to commence in the first quarter of 2021 and expires in 2029. The lease also includes an extension of the lease term of our existing office and laboratory space beginning May 1, 2020 through the first quarter of 2029, with an option to extend the lease for an additional seven-year term. As the second lease amendment was signed subsequent to March 31, 2020, we had additional total minimum lease payments of $9.4 million through the first quarter of 2029 that were excluded from the operating lease commitments as of March 31, 2020 as follows (in thousands):

	Payments Due by Period				
	Total	Less Than 1 Year	1 to 3 Years	4 to 5 Years	More Than 5 Years
			(Unadited)		
Operating lease commitments	$9,364	$ —	$876	$1,120	7,368

We also have an operating lease for a dedicated space in a vivarium that will expire in early 2021.

We enter into contracts in the normal course of business with clinical supply manufacturers and with vendors for preclinical studies and other services and products for operating purposes. These contracts generally provide for termination after a short notice period, and, therefore, are cancelable contracts and not included in the table above.

Off-Balance Sheet Arrangements

During the periods presented, we did not have, nor do we currently have, any off-balance sheet arrangements as defined under the rules and regulations of the SEC.

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 financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles, or GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities and expenses and the disclosure of contingent assets and liabilities in our financial statements and accompanying notes. On an ongoing basis, we evaluate our estimates and judgments, including those related to accrued expenses, preferred stock purchase right liability, and share-based compensation. We base our estimates and assumptions on historical experience, known trends and events, and various other factors that are believed to be reasonable and appropriate 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. Actual results may differ from these estimates under different assumptions or conditions.

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

Research and Development Costs

We are required to estimate certain of our expenses resulting from our obligations under contracts with vendors, consultants and CROs, in connection with conducting research and development activities. The financial terms of these contracts vary from contract to contract and may result in payment flows that do not match the periods over which materials or services are provided under such contracts. We reflect research and development expenses in our financial statements by matching those expenses with the period in which services and efforts are expended. We account for these expenses according to the progress of the research and development study as measured by the timing of various aspects of the study or related activities.

We estimate our preclinical studies based on the services performed pursuant to contracts with research institutions and CROs that conduct these activities on our behalf. In recording service fees, we estimate the time period over which the related services will be performed and compare the level of effort expended through the end of each period to the cumulative expenses recorded and payments made for such services and, as appropriate, accrue additional service fees or defer any non-refundable advance payments until the related services are performed. If the actual timing of the performance of services or the level of effort varies from the estimate, we will adjust our accrual or deferred advance payment accordingly. If we underestimate or overestimate the level of services performed or the costs of these services, our actual expenses could differ from our estimates. To date, we have not experienced significant changes in our estimates of preclinical studies.

Although we do not expect our estimates to be materially different from amounts actually incurred, if our estimates of the status and timing of services performed differ from the actual status and timing of services performed, it could result in us reporting amounts that are too high or too low in any particular period. To date, there have been no material differences between our estimates of such expenses and the amounts actually incurred.

Preferred Stock Purchase Right Liability

We entered into a convertible preferred stock financing where, in addition to the initial closing, investors agreed to buy, and we agreed to sell, additional shares of that convertible preferred stock at a fixed price in the event that certain agreed upon milestones were achieved or at the election of the investors. We evaluated these purchase rights and assessed whether they met the definition of a freestanding instrument and, as such, determined the fair value of the purchase right liability and recorded it on the balance sheet with the remainder of the proceeds raised being allocated to convertible preferred stock. The preferred stock purchase right liability is revalued at each reporting period with changes in the fair value of the liability recorded as a component of other income (expense) in the statements of operations and comprehensive loss. The preferred stock purchase right liability will be revalued at settlement and the resultant fair value will then be reclassified to convertible preferred stock at that time. We determine the estimated fair value of the preferred stock purchase right liability using valuation models that consider the probability of achieving the requisite milestones, the investors electing to purchase the shares, our cost of capital, the estimated time period the preferred stock right would be outstanding, consideration received for the convertible preferred stock, the number of shares to be issued to satisfy the preferred stock purchase right and at what price, and probability of the consummation of an initial public offering, as applicable.

There are significant judgments and estimates inherent in the determination of the fair value of our preferred stock purchase right liability. If we had made different assumptions, the carrying value of our preferred stock, net loss and net loss per share could have been significantly different.

Share-based compensation expense

We recognize compensation costs related to stock options granted to employees and non-employees based on the estimated fair value of the awards on the date of grant, net of forfeitures. We generally recognize grant-date fair value of stock options granted to employees and non-employee service providers on a straight-line basis over the requisite service period, which is generally the vesting term of the respective awards. We determine the fair value of stock options with a service and performance condition, or performance-based options, based on the fair value of our common stock on the date of grant. We account for the impact of forfeitures as they occur.

For purposes of calculating share-based compensation, we estimate the fair value of stock options issued using a Black-Scholes option-pricing model. The determination of the fair value of share-based payment awards utilizing the Black-Scholes option-pricing model is affected by our stock price and a number of assumptions, including expected volatility, expected life, risk-free interest rate and expected dividends.

Expected term. We have opted to use the “simplified method” for estimating the expected term of employee options, whereby the expected term equals the average of the vesting term and the original contractual term of the option (generally 10 years).

Expected volatility. Due to our limited operating history and a lack of company specific historical and implied volatility data, we have based our estimate of expected volatility on the historical volatility of a group of similar companies that are publicly traded. The historical volatility data was computed using the daily closing prices for the selected companies’ shares during the equivalent period of the calculated expected term of the share-based awards.

Risk-free interest rate. The risk-free rate assumption is based on the U.S. Treasury instruments with maturities similar to the expected term of our stock options.

Expected dividend yield. We have not issued any dividends and do not expect to issue dividends over the life of the options. As a result, we have estimated the dividend yield to be zero.

The fair values of the employee stock options granted during the years ended December 31, 2018 and 2019 and for the three months ended March 31, 2020 were estimated at the date of grant using the Black-Scholes option-pricing model with the following assumptions:

	Year Ended December 31,		Three Months Ended March 31, 2020
	2018	2019	(Unaudited)
Common stock fair value	$0.81	$0.92 - $1.29	$1.16
Risk-free interest rate	2.2% - 3.0%	1.5% - 2.3%	0.51%
Expected volatility	81.2% - 83.5%	80.2% - 81.9%	87.78%
Expected term (in years)	4.7 - 6.1	5.6 - 6.1	6.0
Expected dividend yield	—%	—%	—%

There were no employee stock option grants during the three months ended March 31, 2019.

Share-based compensation expense, net of forfeitures, is reflected in our Statements of Operations and Comprehensive Loss as follows (in thousands):

	Year Ended December 31,		Three Months Ended March 31,	
	2018	2019	2019	2020
			(Unaudited)	
Research and development	$ 58	$ 384	$ 21	$ 192
General and administrative	125	563	46	290
Total stock-based compensation	$ 183	$ 947	$ 67	$ 482

As of March 31, 2020, the total unamortized share-based compensation was $5.8 million.

We will continue to use our judgment in evaluating the assumptions related to our share-based compensation on a prospective basis. As we continue to accumulate additional data related to our common stock, we may have refinements to our estimates, which could materially impact our future share-based compensation expense. For valuations after the consummation of this offering, our board of directors will determine the fair value of each share of underlying common stock based on the closing price of our common stock on the date of grant or other relevant determination data. The intrinsic value of all outstanding stock options as of was approximately $ based on a hypothetical common stock fair value of $ per share, the midpoint of the estimated price range set forth on the cover page of this prospectus.

Options Granted

The following table sets forth by grant date the number of shares subject to stock options granted from January 1, 2019 through March 31, 2020, the per share exercise price of options, the fair value of common stock per share on each grant date, and the per share estimated fair value of options:

Grant Date	Number of Share Subject to Options Granted	Per Share Exercise Price of Option[1]	Fair Value per Common Share on Grant Date[1]	Per Share Estimated Fair Value of Options[2]
May 10, 2019	251,000	$ 1.29	$ 1.29	$ 0.91
September 5, 2019	6,949,400	$ 1.05	$ 1.05	$ 0.73
September 15, 2019	88,000	$ 1.05	$ 1.05	$ 0.74
November 21, 2019	711,000	$ 0.92	$ 0.92	$ 0.64
December 27, 2019	13,000	$ 0.92	$ 0.92	$ 0.64
March 23, 2020	496,000	$ 1.16	$ 1.16	$ 0.79
March 27, 2020	110,000	$ 1.16	$ 1.16	$ 0.79

(1) The per share exercise price of options represents the fair value of our common stock on the date of grant, as determined by our board of directors, after taking into account our most recently available contemporaneous valuation of our common stock as well as additional factors that may have changed since the date of such contemporaneous valuation through the date of grant.

(2) The per share estimated fair value of options reflects the weighted average fair value of options granted on each grant date, determined using the Black-Scholes option pricing model.

Determination of the Fair Value of Common Stock

We are required to estimate the fair value of our common stock underlying our share-based awards when performing the fair value calculations using the Black-Scholes option pricing model. Because our common stock is not currently publicly traded, the fair value of our common stock underlying our share-based awards has been determined on each grant date by our board of directors, with input from management, considering our most recently available third-party valuation of our common stock. All options to purchase shares of our common stock are intended to be granted with an exercise price per share no less than the fair value per share of our common stock underlying those options on the date of grant, based on the information known to us on the date of grant.

In the absence of a public trading market for our common stock, on each grant date, our board of directors has made a reasonable determination of the fair value of our common stock based on the information known to us on the date of grant, upon a review of any recent events and their potential impact on the estimated fair value per share of the common stock, and timely valuations from an independent third-party valuation in accordance with guidance provided by the American Institute of Certified Public Accountants Guide: Valuation of Privately-Held-Company Equity Securities Issued as Compensation, or the Guide. In addition, our board of directors considered various objective and subjective factors to determine the fair value of our common stock, including:

- the estimated value of each security both outstanding and anticipated;
- the anticipated capital structure that will directly impact the value of the currently outstanding securities;
- our results of operations and financial position;
- the status of our research and development efforts;
- the composition of, and changes to, our management team and board of directors;
- the lack of liquidity of our common stock as a private company;

- our stage of development and business strategy and the material risks related to our business and industry;
- external market conditions affecting the life sciences and biotechnology industry sectors;
- U.S. and global economic conditions;
- the likelihood of achieving a liquidity event for the holders of our common stock, such as an initial public offering or a sale of our company, given prevailing market conditions; and
- the market value and volatility of comparable companies.

The Guide identifies various available methods for allocating enterprise value across classes and series of capital stock to determine the estimated fair value of common stock at each valuation date. In accordance with the Guide, we considered the following methods:

- Option Pricing Method. Under the option pricing method, or OPM, shares are valued by creating a series of call options with exercise prices based on the liquidation preferences and conversion terms of each equity class. The estimated fair values of the preferred and common stock are inferred by analyzing these options.
- Probability-Weighted Expected Return Method. The probability-weighted expected return method, or PWERM, is a scenario-based analysis that estimates value per share based on the probability-weighted present value of expected future investment returns, considering each of the possible outcomes available to us, as well as the economic and control rights of each share class.

Based on our early stage of development and other relevant factors, we determined that an OPM was the most appropriate method for allocating our enterprise value to determine the estimated fair value of our common stock for valuations performed prior to April 30, 2019. For valuations performed after this date, we used either a hybrid of PWERM and OPM or the PWERM methods to determine the estimated fair value of our common stock. In determining the estimated fair value of our common stock, our board of directors also considered the fact that our stockholders could not freely trade our common stock in the public markets. Accordingly, we applied discounts to reflect the lack of marketability of our common stock based on the weighted-average expected time to liquidity.

Following the completion of this offering, the fair value of our common stock will be the closing price of our common stock on the Nasdaq Global Market as reported on the date of the grant.

Recently Issued Accounting Pronouncements

See Note 2 to our financial statements included elsewhere in this prospectus for recently issued accounting pronouncements.

Segment Information

We have one business activity and operate in one reportable segment.

Quantitative and Qualitative Disclosures About Market Risk

We hold certain financial instruments for which a change in prevailing interest rates may cause the principal amount of the marketable securities to fluctuate. Financial instruments that potentially subject us to significant concentrations of credit risk consist primarily of cash, cash equivalents and short-term investments. We invest our excess cash primarily in money market funds, commercial paper and debt instruments of financial institutions, corporations, U.S. government-sponsored agencies and the U.S. Treasury. The primary objectives of our investment activities are to ensure liquidity and to preserve principal while at the same time maximizing the income we receive from our marketable securities without significantly increasing risk. Additionally, we established guidelines regarding

approved investments and maturities of investments, which are designed to maintain safety and liquidity. For marketable investment securities with short-term maturities, we do not believe that an increase or decrease in market rates would have a significant impact on the realized values or the statements of operations and comprehensive loss. As such, we believe that if a 10.0% change in interest rates were to have occurred on March 31, 2020, this change would not have had a material effect on the fair value of our investment portfolio as of that date.

We are exposed to market risk related to changes in foreign currency exchange rates. We contract with vendors that are located outside the United States and certain invoices are denominated in foreign currencies. We are subject to fluctuations in foreign currency rates in connection with such arrangements. We do not currently hedge our foreign currency exchange risk.

Inflation generally affects us by increasing our cost of labor and research and development contract costs. We do not believe inflation has had a material effect on our results of operations during the periods presented.

We do not believe that inflation, interest rate changes, or exchange rate fluctuations had a significant impact on our results of operations for any periods presented herein.

JOBS Act

We are an “emerging growth company” as described under the JOBS Act, and we could have taken advantage of an extended transition period for complying with new or revised accounting standards. This would have allowed us to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We are choosing irrevocably to “opt out” of such extended transition period, and as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. We intend to rely on other exemptions provided by the JOBS Act, including without limitation, not being required to comply with the auditor attestation requirements of Section 404(b) of Sarbanes-Oxley. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

We will remain an emerging growth company until the earliest of (i) the last day of the fiscal year following the fifth anniversary of the consummation of this offering, (ii) the last day of the fiscal year in which we have total annual gross revenue of at least $1.07 billion, (iii) the last day of the fiscal year in which we are deemed to be a “large accelerated filer” as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded $700.0 million as of the last business day of the second fiscal quarter of such year, or (iv) the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period. Even after we no longer qualify as an emerging growth company, we may still qualify as a smaller reporting company, which would allow us to take advantage of many of the same exemptions from disclosure requirements, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and reduced disclosure obligations regarding executive compensation in this prospectus and in our periodic reports and proxy statements.

BUSINESS

Overview

We are a biopharmaceutical company focused on the discovery, development and commercialization of allogeneic, off-the-shelf engineered natural killer, or NK, cell therapies to treat cancer. Our approach for cellular immunotherapy involves chimeric antigen receptors, or CARs, on the surface of an NK cell that enable the cell to recognize specific proteins or antigens that are present on the surface of tumor cells. The concept of a CAR builds upon and enhances the normal biology of T cells and NK cells, whereby naturally occurring receptors serve to activate these cells when a foreign pathogen or cancerous cell is detected. Our NK cell engineering platform builds on prior experience and success with engineering T cells and includes proprietary technologies that enable us to generate an abundant supply of NK cells, improve the persistence of these cells for sustained activity in the body, engineer enhanced NK cell recognition of tumor targets and to freeze, store and thaw our engineered NK cells for off-the-shelf use for the treatment of cancer. All of our product candidates are designed to be allogeneic, meaning they are produced using cells from a different person than the patient treated, as well as off-the-shelf, meaning they are produced in quantity, then frozen and therefore available for treating patients without delay, unlike existing autologous cell therapies. Based on published data from a number of clinical trials of NK cell therapies, we believe that engineered NK cells can be well tolerated and avoid some of the toxicities observed with other cell therapies.

Our modular NK cell engineering platform allows us to generate new product candidates in a rapid and cost-efficient manner. Our engineered CAR-NK cells generally consist of an NK cell engineered with a targeting receptor, OX40 costimulatory domain, CD3z signaling moiety, and mbIL-15. This platform is modular, which enables extensive optimization of different ways to enhance the natural signaling of engineered cells, as well as the ability to attach and optimize new targeting receptors. We believe that this will allow us to continue to generate new Investigational New Drugs, or IND, every 9 to 12 months.

Our two co-lead product candidates are NKX101 and NKX019. NKX101 is designed to enhance the power of innate NK biology to detect and kill cancerous cells. The primary activating receptor for NK cells is known as NKG2D, which works through the detection of stress ligands displayed by cancerous cells. We have engineered NKX101 to increase the cancer cell killing ability of our engineered NK cells by raising levels of NKG2D at least ten-fold as compared to non-engineered NK cells and by adding a costimulatory domain, which is an additional signaling element for white blood cells. We submitted our IND for NKX101 for the treatment of relapsed or refractory AML and higher-risk MDS in May 2020. We are planning to initiate a broad clinical program for NKX101 for blood cancers and for solid tumors in 2020. Our initial indications include acute myeloid leukemia, or AML, myelodysplastic syndromes, or MDS, liver cancer, a bile duct cancer known as cholangiocarcinoma, as well as surgically removed colon cancer cases where only liver metastases remain. NKX019 is based on the ability to treat a variety of B cell malignancies by targeting the CD19 antigen that is found on these types of cancerous cells, where both engineered NK cells and T cells as well as monoclonal antibodies have demonstrated clinical activity. The two approved CAR-T therapies target CD19 and have achieved complete remission rates ranging from 32% to 63% in three pivotal clinical trials. A recent academic publication in the New England Journal of Medicine from Dr. Katayoun Rezvani and colleagues described a cohort of patients treated with a CAR-NK therapy targeting CD19 where seven of 11 (64%) of these patients achieved a complete remission. We are planning to initiate clinical trials for NKX019 in 3Q2021.

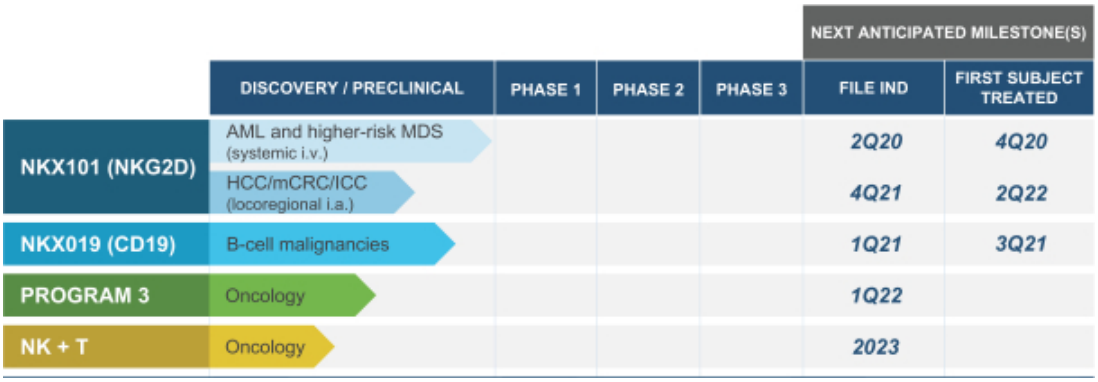
Beyond our two lead product candidates, we are engaged in preclinical discovery for another allogeneic CAR-NK product candidate for which we expect to submit an IND in 1Q2022 and to begin clinical trials thereafter. We are also conducting discovery efforts for an allogeneic, off-the-shelf product candidate that will combine engineered NK cells with engineered T cells, to take advantage of both the innate and adaptive immune systems. This NK+T program is designed to harness multiple aspects of human immunology to treat a variety of cancers.

We have an intensive focus on manufacturing capabilities and technology, and we are building a 2,700-square foot clinical current good manufacturing practice, or cGMP, facility on-site at our primary corporate location in South San Francisco, California. We currently expect to complete the construction of the first phase of this facility by mid-2020 and estimate this expense, including laboratory and manufacturing equipment, will be approximately $6.0 million. Starting in 2H2020, after qualification including several test manufacturing runs, we expect to manufacture NKX019 at this cGMP facility. Starting in 2021, after completing a smaller, final phase of this buildout as well as transfer of the NKX101 manufacturing process to us, we plan to manufacture the proprietary, engineered K562 cells and g-retrovirus as well as NKX101 at this facility. We believe this clinical cGMP facility will be capable of manufacturing approximately 24 batches per year and supply our anticipated non-pivotal clinical trial needs. We are also in the early stages of designing a separate, larger commercial cGMP facility for manufacturing engineered NK cells for pivotal clinical trials as well as for eventual commercial supply. We may choose to begin construction of such a cGMP facility as early as 2021 based on early clinical results from the NKX101 and NKX019 clinical programs. We believe that we can achieve a cost of manufacturing for commercial NKX101 and NKX019 at peak capacity of approximately $2,000 per dose, based on achieving 500 doses per manufacturing run at our highest planned Phase 1 dose of one billion CAR-NK cells per dose and our current estimates for the costs of raw materials, consumables, rent, construction, equipment, labor and overhead.

We were founded in 2015 based upon a deep understanding of NK cell biology as well as robust expansion and persistence technologies developed by Dario Campana, M.D., Ph.D., who remains actively involved in our company. Dr. Campana demonstrated the primary importance of the NKG2D receptor amongst other NK receptors in the activation of NK cells by tumor cells. He also demonstrated proof of concept for enhancing tumor recognition by NK cells through increasing NKG2D levels and activity. Our expansion technology is based upon our proprietary, engineered K562 cell line developed by Dr. Campana, which enables the robust growth of NK cells. Dr. Campana also discovered that engineering NK cells with membrane bound IL-15, or mbIL-15, a proprietary version of a cytokine for activating NK cell growth, enhances the proliferation and persistence of these cells.

Our Product Candidates and Discovery Programs

Our current pipeline of product candidates and discovery programs is shown below.



i.v.: intravenous administration. i.a.: intraarterial administration through the hepatic artery. IND: Investigational New Drug application.

Our Strategy

We are developing novel engineered, allogeneic and off-the-shelf cell therapies to improve the lives of cancer patients and their overall survival by leveraging our NK cell engineering platform. Key elements of our strategy to achieve this include:

Develop NKX101 for blood cancers and solid tumors.

Because NKG2D is the primary activating receptor responsible for innate immune surveillance for cancerous cells, we believe that NKX101 presents a broad opportunity to treat a variety of blood cancers and the larger category of solid tumors, which collectively represent approximately 90% of all cancer incidence in the United States. Therefore, upon clinical proof-of-concept from our NKX101 Phase 1 trials for AML, MDS, and cancers in the liver, we plan to pursue a broad clinical development plan for multiple tumor types. We submitted an IND for NKX101 for the treatment of relapsed or refractory AML and higher-risk MDS in May 2020. Based upon clinical data, we may seek Regenerative Medicine Advanced Therapy, or RMAT, and PRIority MEdicine, or PRIME, designations for NKX101, which provide an expedited developmental and approval pathway, in the United States and the European Union, respectively.

Develop NKX019 for B cell malignancies.

NKX019 is designed to treat a variety of B cell malignancies by targeting the clinically- and commercially validated CD19 antigen that is found in diffuse large B cell lymphoma, or DLBCL, chronic lymphocytic leukemia, or CLL, acute lymphocytic leukemia, or ALL, follicular lymphoma and several other B cell malignancies. Because targeting CD19 has demonstrated clinical activity with both CAR-T and CAR-NK cell therapies as well as monoclonal antibodies, we believe that NKX019 presents an opportunity to treat a variety of B cell malignancies while addressing the limitations of existing autologous CAR-T therapies. We are conducting preclinical studies for NKX019 and expect to submit an IND in 1Q2021, with the first clinical trial subjects treated in 3Q2021. Based upon clinical data, we may seek RMAT and PRIME designations for NKX019.

Apply our NK cell engineering platform to build a broad pipeline of product candidates incorporating engineered NK cells.

Our proprietary NK cell engineering platform is based on a modular and generalizable approach that we believe enables us to generate new product candidates in a rapid and cost-efficient manner. Our engineered CAR-NK cells generally consist of an NK cell engineered with a targeting receptor, OX40 costimulatory domain, CD3z signaling moiety, and mbIL-15. We believe our modular platform will allow us to continue to generate new INDs every 9 to 12 months. With these attributes, we plan to continue to build out a pipeline with product candidates focused on novel targets as well as clinically and commercially validated targets. We are engaged in preclinical research for an allogeneic, off-the-shelf product candidate combining engineered NK and T cells, or our NK+T discovery program, which may provide advantages of both the innate and adaptive immune responses.

Continue to build proprietary manufacturing capabilities to enable speed, control, flexibility, scalability, and cost efficiency.

We believe that internal cGMP manufacturing capabilities will facilitate clinical product supply, lower the risk of manufacturing disruptions, and enable more cost-effective manufacturing for clinical and commercial supply of our product candidates. We are building a 2,700-square foot clinical cGMP facility on-site at our primary corporate location in South San Francisco, California. We currently expect to complete the construction of the first phase of this facility by mid-2020 and estimate this expense, including laboratory and manufacturing equipment, will be approximately $6.0 million. Starting in 2H2020, after qualification including several test manufacturing runs, we expect to manufacture NKX019 at this cGMP facility. Starting in 2021, after completing a smaller, final phase of this buildout as well as transfer of the NKX101 manufacturing process to us, we plan to manufacture the

proprietary, engineered K562 cells and g-retrovirus as well as NKX101 at this facility. We believe this clinical cGMP facility will be capable of manufacturing approximately 24 batches per year and supply our anticipated non-pivotal clinical trial needs. Furthermore, we are in the early stages of planning a larger commercial cGMP facility to supply engineered cells, g-retrovirus and potentially K562 cells for all of our pivotal clinical trials as well as for eventual commercial supply.

Continue to opportunistically evaluate enabling, adjacent or potential competing technologies to advance our platform.

We will continue to evaluate technologies that may enable or enhance our various product candidates, as well as maintain awareness of those that may provide a broader cell therapy engineering or manufacturing platform for us. For example, we will continue to evaluate various gene editing technologies to enhance certain immunological functions of engineered NK cells, as well as generate allogeneic, off-the-shelf engineered T cells, thereby enabling our NK+T discovery program. We are also evaluating technologies that will allow us to better target cancers through the development of unique or proprietary antibodies or other binders.

The Immune System and Cancer

Recent decades have seen significant innovation and improvements in the treatment of different cancers. Despite the introduction of new therapeutic approaches and many new drug approvals, substantial unmet medical need remains for many of the most common cancers. Researchers have continued to focus on the development of new therapeutic approaches, including those that take advantage of normal human biology to attack cancer. Immuno-oncology therapies seek to stimulate or supplement a person's own immune system to attack cancer cells selectively without affecting normal cells, or deliver certain immune system components in order to inhibit the spread of cancer. Immuno-oncology therapy has emerged as an important mode of cancer treatment, alongside more established options such as surgery, chemotherapy, targeted therapy and radiation therapy.

The ability of the immune system to recognize and destroy tumors has been known for over 100 years. More recently, a growing understanding of molecular mechanisms underlying recognition of cancer cells by the immune system and their evasion of detection has allowed scientists to develop new classes of immuno-oncology therapies. These therapies either undermine the tumor's ability to resist immune attack or enhance immune targeting and killing of cancer cells.

Cellular Immunotherapies

Cellular immunotherapy is a type of immuno-oncology therapy whereby human cells are genetically engineered to recognize and destroy cancer cells in a more targeted manner. Most cellular immunotherapies are focused on modulating or enhancing the activity of different lymphocytes, a subtype of white blood cell that are responsible for defending the body against infectious pathogens and other foreign material, as well as killing cancerous cells within the body. There are several different classes of lymphocytes which differ in their natural function. T cells are a type of lymphocyte that primarily serves to protect from infectious invaders such as bacteria, viruses, fungi and parasites. Every individual T cell recognizes a different specific antigen, or proteins found on the surface of infectious pathogens or foreign tissue. This type of lymphocyte is activated and divides rapidly only when it detects its specific antigen. Accordingly, T cells are the foundation of the adaptive immune system, because they selectively respond to different threats when they occur.

NK cells are the foundation of the innate immune system. While T cells are activated by unique antigens specific to each individual T cell, the activity of NK cells is tightly regulated by a common set of activating receptors that serve to recognize and kill cancerous or virally infected cells, as well as a set of inhibitory receptors that identify healthy cells from the same individual. This balance of inhibition and activation spares healthy cells from the surveillance and killing effects of the innate immune system. The primary activating receptor for NK cells is known as NKG2D and functions by detecting

eight known stress ligands, or signals that cancerous or virally infected cells produce. The detection of these stress ligands by NKG2D is the primary basis for tumor surveillance by NK cells and is the basis of the mechanism of action for our product candidate NKX101.

A frequently used approach for cellular immunotherapy involves chimeric antigen receptors, or CARs, on the surface of a lymphocyte that enable the cell to recognize specific proteins or antigens that are present on the surface of tumor cells. The concept of a CAR builds upon and enhances the normal biology of T cells and NK cells, whereby naturally occurring receptors serve to activate these cells when a foreign pathogen or cancerous cell is detected. The key components of CARs used today often include the following elements:

- **Target binding domain.** At one end of the CAR is a binding domain that is specific to a target antigen or protein. This domain extends out from the surface of the engineered lymphocyte, where it can recognize the target antigen or antigens. The target binding domain can be based upon a naturally occurring receptor, such as the NKG2D receptor for NKX101, or a binder derived from a monoclonal antibody against a target antigen, such as the CD19 binder for NKX019.
- **Transmembrane domain and hinge.** This middle portion of the CAR links the target binding domain to the activating elements inside the cell. This transmembrane domain anchors the CAR in the cell's membrane. In addition, the transmembrane domain may also interact with other transmembrane proteins that enhance CAR function. The hinge domain, which extends to the exterior of the cell, connects the transmembrane domain to the binder and provides structural flexibility to facilitate binding to the target antigen on the surface of the cancer cell.
- **Activating domains.** The other end of the CAR, inside the lymphocyte, includes domains responsible for activating the lymphocyte when the CAR binds to its target antigen. The first, found in almost all CAR constructs, is called CD3z and is the natural basis for lymphocyte activation. The second is called a costimulatory domain, is found in most CARs under development today and provides an additional activating signal. Together, these signals trigger lymphocyte activation, resulting in proliferation of the CAR cells and killing of the cancer cell. In addition, activated CAR cells stimulate the secretion of cytokines and other molecules that can thereby recruit and activate additional immune cells to increase killing of the cancer cells.

In 2017, the FDA approved the first two CAR-based cell therapies for the treatment of certain types of cancer affecting B cells. Each of these therapies is an autologous therapy, or derived from a patient's own cells, which necessitates a complex, individualized manufacturing process for every patient treated. The approvals of these patient-specific cell therapies were a landmark event for many reasons, including the ability to treat and provide long-term remission for otherwise deadly disease; achieving the run-to-run product consistency required by the FDA despite the complex manufacturing required; and achieving successful reimbursement in the U.S. and other countries of several hundred thousand dollars per treatment.

Limitations of Current CAR-T Therapies

The commercial adoption of the approved autologous CAR-T therapies has been limited to date. According to industry sources, approximately 1,300 patients worldwide were treated with commercial CAR-T cell therapies in the first three quarters of 2019, representing less than 20% of the eligible population for the approved CAR-T therapies. We believe this is due to a number of factors including:

- **Adverse events.** According to the product labels for the two approved CAR-T therapies, severe or life-threatening cytokine release syndrome, or CRS, was observed in 13% to 49% of patients treated in the respective pivotal clinical trials. In addition, severe or life threatening neurotoxicity was seen in 18% to 31% of patients treated in such trials. Because of the frequency and severity of these adverse events, patients treated with the approved CAR-T therapies can require a lengthy stay in an intensive care unit and costly ancillary care.

- **Limited availability.** As a condition of FDA approval, treatment with approved CAR-T therapies is currently limited to select centers due to safety, logistical and regulatory reasons under a Risk Evaluation and Mitigation Strategy, or REMS, Program.
- **Lengthy manufacturing time.** Due to the individualized manufacturing process, patients must wait approximately two to four weeks to be treated with their engineered cells. As a result, in the registrational trials for the two approved CAR-T therapies, from 9% to 34% of enrolled patients did not receive CAR-T cells, for reasons including manufacturing failure as well as patient progression or death while waiting for manufacturing.
- **Variable potency.** In many cases, patients have T cells that have been damaged or weakened due to prior chemotherapy or hematopoietic stem-cell transplant or HSCT. Compromised T cells may not proliferate well during manufacturing or may produce engineered T cells with insufficient potency that cannot be used for patient treatment. This can result in outright manufacturing failures as well as cells with poor expansion and activity in a patient. The individualized nature of autologous manufacturing, together with the inconsistency in patients' T cells, can cause variable and unpredictable treatment outcomes.
- **High manufacturing complexity and cost.** The delivery of autologous T cell therapy is complicated due to the individualized and labor-intensive nature of manufacturing, which allows only one patient to be treated from each manufacturing run and requires dedicated infrastructure to maintain a strict chain of custody and chain of identity of patient-by-patient material collection, manufacturing and delivery. These complex logistics add significant cost to the process and limit the ability to scale. Additionally, the collection of T cells through leukapheresis from each individual patient is a time consuming and costly step in the autologous manufacturing process.

Many of these limitations are related to fundamental aspects of T cell biology, such as exponential expansion upon detection of a target antigen which is believed to be the cause of CRS. While a patient could theoretically receive allogeneic T cells, the donor's T cells would likely recognize the recipient as "non-self" and cause graft-versus-host disease, or GVHD, a serious or life threatening condition where the donor's T cells attack the recipient's body. The need to avoid GVHD risk is the reason the approved CAR-T therapies are patient-specific. In addition, achieving significant efficacy against solid tumors has been challenging for CAR-T therapy because many solid tumors create an immunosuppressive environment around cancerous cells, significantly reducing the activity of unmodified, endogenous immune cells as well as CAR-T cells. However, in preclinical models, NK cells can reduce this immune suppression, demonstrating the potential for CAR-NK cells as a therapy in solid tumors. Therefore, despite the approvals of CAR-T therapy and substantial subsequent progress by researchers in the biopharmaceutical industry and academia, we believe there is a substantial opportunity for improved cell therapies that address these limitations.

Allogeneic Cell Therapies

One opportunity to address certain limitations of autologous CAR-T cells involves the development of allogeneic, off-the-shelf cell therapies, which offers these potential advantages:

- **Availability.** Because they are produced in quantity with cells from a healthy donor and then frozen, such allogeneic therapies are available for patient treatment without delay.
- **Consistency.** By using cells from a healthy donor as starting material, and producing large numbers of doses per manufacturing run, an allogeneic cell therapy provides the opportunity for more rigorous quality control and release of consistent engineered cells.
- **Cost of manufacturing.** An allogeneic cell therapy provides an opportunity to spread manufacturing costs across a large number of doses, thereby significantly lowing the cost per dose produced.

The Opportunity for Engineered NK Cells in Treating Cancer

The development of CAR-NK therapies can capitalize on the knowledge and experience gained from decades of CAR-T research. Furthermore, the inherent biology of NK cells offers a number of potential advantages as the starting cell type for allogeneic, off-the-shelf engineered cell therapy. These advantages include:

- **Inherent anticancer activity.** We conducted a systematic literature review of published clinical trial results of allogeneic NK cells in cancer, which identified a 34% complete response rate amongst 103 patients with relapsed or refractory AML that were treated with non-engineered NK cells across six academic clinical studies. These data demonstrate the inherent anticancer activity of endogenous NK cells, and support the opportunity for increasing the activity of NK cells through engineering.
- **Allogeneic and off-the-shelf without gene editing or other modifications.** Because NK cells are not generally activated by "non-self" cells, further modification of NK cells is not necessary to avoid the risk of GVHD and thereby produce an allogeneic, off-the-shelf engineered NK cell therapy.
- **Modest clonal expansion and therefore potential reduced CRS risk.** While T cells experience exponential growth when activated by a matching target antigen, NK cells expand only modestly. The explosive growth of T cells is believed to be the basis of the risk of CRS when CAR-T cells are administered to patients. However, a significant incidence of CRS has not been reported in medical literature for NK cell therapy.
- **Balance of activation and inhibition.** The activity of NK cells is tightly regulated by a common set of activating receptors that serve to recognize and kill cancerous or virally infected cells, as well as a set of inhibitory receptors that identify healthy cells from the same individual. This balance of inhibition and activation spares healthy cells from the surveillance and killing effects of the innate immune system. Therefore, the fundamental biology of CAR-NK cells enhances their ability to discriminate between healthy and tumor cells.
- **Ability to overcome tumor evasion of the immune system.** Many solid tumors are able to evade the immune system by creating an immunosuppressive environment around the cancerous cells, which can dramatically reduce the normal tumor-killing ability of the immune system. This tumor microenvironment involves down-regulators of immune response, including regulatory T cells and myeloid-derived suppressor cells, which significantly reduce the activity of unmodified immune cells as well as CAR-T cells in preclinical models. However, these cell types also display NKG2D ligands, and preclinical models demonstrate that clearance of these cells can reduce immune suppression from the tumor microenvironment. Therefore, by acting through NKG2D, CAR-NK cells may be able to reduce the immune suppression of the tumor microenvironment, and therefore uncover a broader opportunity for immuno-oncology cell therapy development for the treatment of solid tumors.

We believe that epidemiological and clinical data support the opportunity for using engineered NK cells to treat cancer. In the 1980s several academic studies reported a higher incidence of cancers in individuals with defective NK cell function. Subsequent studies found decreased NK cell function in cancer patients or their families, including a long-term epidemiology study where subjects with low NK cell activity had a higher risk of developing various types of cancer. This and other academic research on the role of NK cells in surveillance for cancer was the inspiration for a number of academic studies evaluating the administration of allogeneic, non-engineered NK cells to cancer patients.

Clinical Activity and Tolerability of Non-Engineered NK Cells

In early 2019, we conducted a systematic literature review of clinical trial results published in English from 2005 onwards that described the effect of allogeneic NK cell transfusions from donors in the treatment of cancer patients. We identified a total of 32 academic clinical trials that enrolled a combined total of 586 patients. Key findings from this systematic literature review include:

- The most common indications were AML and a related disease, MDS, with a combined 57% of subjects having one of these diseases. In addition, 20% had solid tumors, most commonly neuroblastoma (6% overall) and sarcoma (3% overall).
- Most patients (57% overall) received non-engineered allogeneic NK cells after hematopoietic stem cell transplant, or HSCT, which is a potentially curative procedure for certain blood cancers. Of the remaining patients in the non-transplant setting, the majority of the subjects (60%) received NK cells after lymphodepleting chemotherapy by treatment with two cancer drugs, cyclophosphamide and fludarabine. This lymphodepleting chemotherapy temporarily prevents the clearance of the transfused NK cells by the recipient's immune system, providing an opportunity for the transfused cells to kill cancerous cells.
- The most common source of NK cells was haploidentical related donors, those from a close relative with at least 50% matching for a set of proteins known as human leukocyte antigen, or HLA. These haplomatched donor/recipient pairs comprised 95% of the patients we identified.
- In general, systemic NK cell transfusions were well tolerated. Commonly reported adverse events included low-grade systemic symptoms such as fever and chills. Higher-grade events reported were low numbers of various blood cells, or cytopenias, and infections which most often arose after HSCT. In the non-HCT setting, no GVHD and minimal CRS events or neurotoxicities were reported.
- Although there was inconsistency in sampling for donor NK cell persistence, peak levels of allogeneic NK cells occurred at a median of 10 to 11 days post-infusion across the various trials. Another academic study demonstrated that the transfused allogeneic NK cells were cleared commensurate with recovery of the patient's immune system after lymphodepleting chemotherapy, generally within 14 to 21 days.
- Among the 103 patients with relapsed or refractory AML treated in the non-transplant setting across seven published studies, 35 patients (34%) achieved a complete response to NK cell therapy alone.

Clinical Activity and Tolerability of CAR-NK Cells

Early clinical data with CAR-NK cells also support the opportunity for using engineered NK cells to treat cancer. A team of researchers at M.D. Anderson Cancer Center in Houston, Texas recently reported in the New England Journal of Medicine on a cohort of patients in a single-site study with various B-cell malignancies, including DLBCL, CLL and follicular lymphoma, who were treated with freshly prepared CAR-NK cells targeting CD19. These CAR-NK cells were derived from umbilical cord blood and engineered to express a secreted form of IL-15 as well as a CAR construct containing a CD19-targeting binder and a CD28 costimulatory domain. Of the 11 patients treated, eight achieved responses within 30 days of single infusion, with seven achieving a complete response and five receiving post-remission therapy. The patients had already received a median of four prior rounds of therapy, and four patients had relapsed after stem cell transplant, which is considered the only curative therapy after the failure of front-line treatment for these diseases. Notably, no GVHD, CRS or neurotoxicity was reported. We believe that the clinical activity and tolerability profile of these allogeneic CAR-NK cells further validate the opportunity for engineering NK cells to treat cancer.

Challenges with Developing NK Cell Therapies

We believe that data from this prior academic experience with NK cells, including both clinical activity and tolerability, validates the opportunity for NK cells for the treatment of different cancers. However, to achieve a commercially viable engineered NK cell therapy, we believe that a number of challenges inherent with NK cells must be addressed. These include the following:

- **Expansion.** One of the historical challenges in treating patients with NK cells has been the lack of robust techniques to grow these cells in large numbers without causing exhaustion, or the inability of the expanded NK cells to kill tumor cells with the same potency as native NK cells.
- **Persistence.** Non-engineered human NK cells turn over rapidly, with a half-life of seven to 10 days in the body. This short lifetime limits the cancer-killing ability of these NK cells.
- **Cryopreservation.** Without cryopreservation, a truly off-the-shelf engineered NK cell therapy would be challenging to commercialize. However, freezing then thawing NK cells while maintaining cancer cell killing potency is difficult to achieve using standard techniques for T cell cryopreservation.

Our NK Cell Engineering Platform

Our NK cell engineering platform is designed to address the limitations and challenges of current technologies for engineering T cells and NK cells and is a result of our internal expertise and deep understanding of NK cell biology. Our platform includes proprietary technologies for NK cell expansion, persistence, targeting and cryopreservation. This enables us to generate an abundant supply of NK cells, engineer enhanced NK cell recognition of tumor targets, improve the persistence of these cells for sustained activity in the body, and to freeze, transport and store our engineered NK cells for off-the-shelf use for the treatment of cancer.

We have chosen to use healthy adult donors as our source for NK cells. We believe this offers a number of advantages including:

- A large number of NK cells to begin each manufacturing run, as compared to other potential sources of NK cells;
- The ability to select donors with consistent and favorable NK cell characteristics, thereby avoiding challenges with patient-derived or other cell sources; and
- A diverse repertoire of NK cells. Different NK cell sub-populations have different characteristics, and by utilizing the entire natural gamut of NK cells as our cell source, we can capitalize on the inherent diversity of the innate immune system.

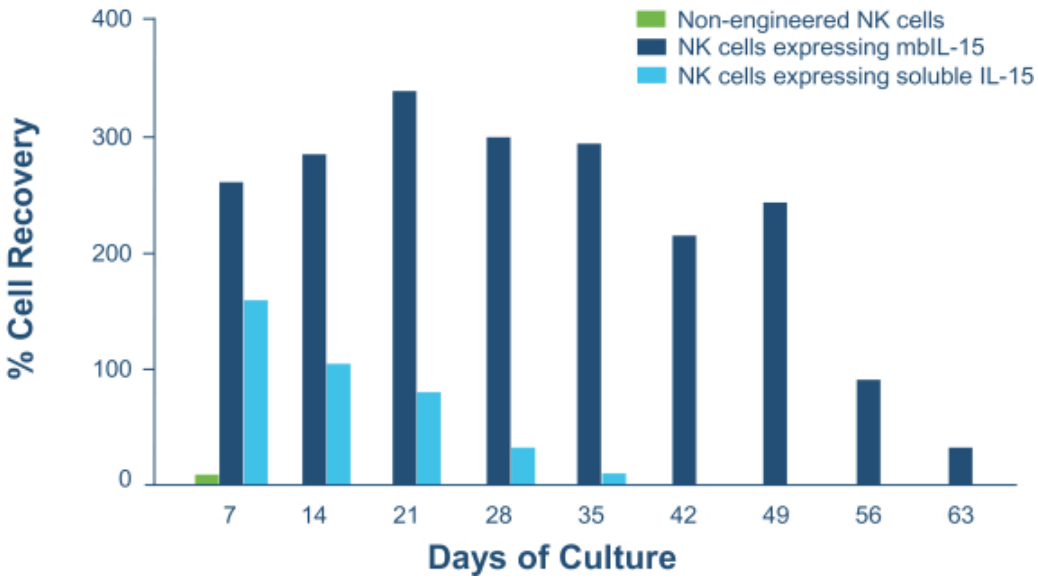
Below are the four core technologies that comprise our proprietary platform:

Our Proprietary NK Cell Engineering Platform

Expansion. The first pillar of our technology platform enables NK cell expansion without causing exhaustion. Our academic founder, Dario Campana, M.D., Ph.D., developed a proprietary cell line based on engineering of a publicly available cancer cell line called K562. Our proprietary, engineered K562 stimulatory cell line has been engineered with mbIL15 as well as a protein named 4-1BB ligand, or 4-1BBL. IL-15 is a naturally occurring growth protein that induces cell proliferation in NK cells. 4-1BBL binds to 4-1BB, a receptor normally found on NK cells that stimulates NK cell division and expansion. Therefore, our proprietary, engineered K562 cell line is selectively able to stimulate the expansion of NK cells as compared to other leukocytes, and thereby provide large numbers of NK cells. Based on our pilot scale experiments, we believe that we can produce many hundreds of doses from a single manufacturing run. We also believe that we can achieve a cost of manufacturing for commercial NKX101 and NKX019 at peak capacity of approximately $2,000 per dose, based on achieving 500 doses per manufacturing run at our highest planned Phase 1 dose of one billion CAR-NK cells per dose and on our current estimates for the costs of raw materials, consumables, rent, construction, equipment, labor and overhead.

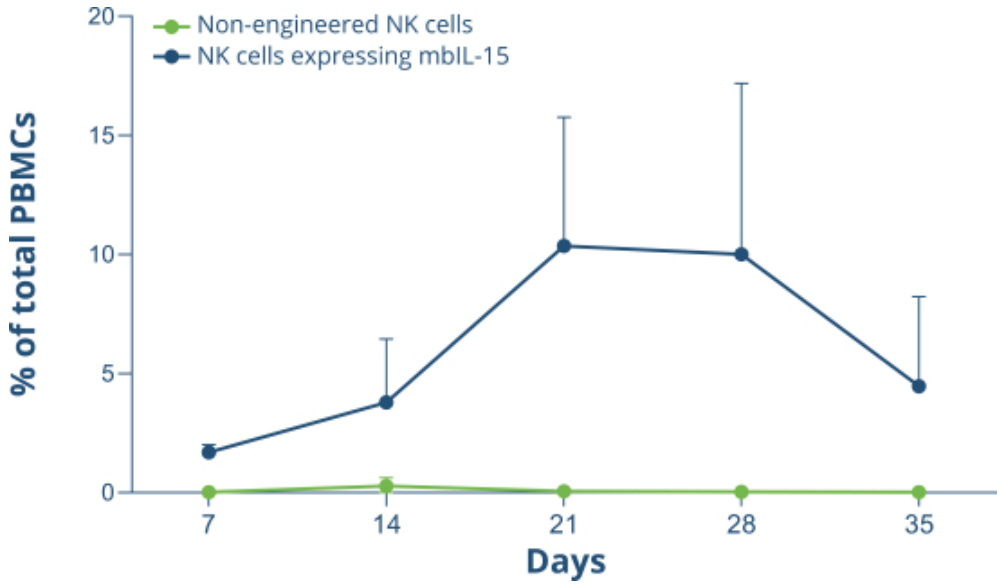
Persistence. The second component of our technology platform is engineering NK cells with mbIL-15 to enhance persistence. We believe increased persistence could result in improved clinical activity. Because IL-15 is a selective driver of NK activation and expansion, tethering IL-15 to the surface of our engineered NK cells serves to stimulate the naturally occurring IL-15 receptor on these NKs, and thereby provide weeks of persistence in animal models without exhaustion. Because mbIL-15 selectively stimulates NK cells without systemic circulation, we believe that mbIL-15 provides meaningful advantages as compared to secreted IL-15 or the systemic administration of other cytokines such as IL-2 or IL-21. The first graph below shows data from a cell culture experiment which demonstrates the increase of the number and persistence of NK cells engineered with mbIL-15, as compared to unmodified NK cells or NK cells expressing soluble IL-15. The second graph below shows the increased number and persistence in mice of NK cells engineered with mbIL-15, as compared to unmodified NK cells, as a percentage of total peripheral blood mononuclear cells, or PBMCs.

***In vitro* Persistence of Engineered NK cells Expressing mbIL-15**



Evaluation of the effect of soluble IL-15 and mbIL-15 on the numbers of NK cells in cell culture.

***In vivo* Persistence of Engineered NK cells Expressing mbIL-15**

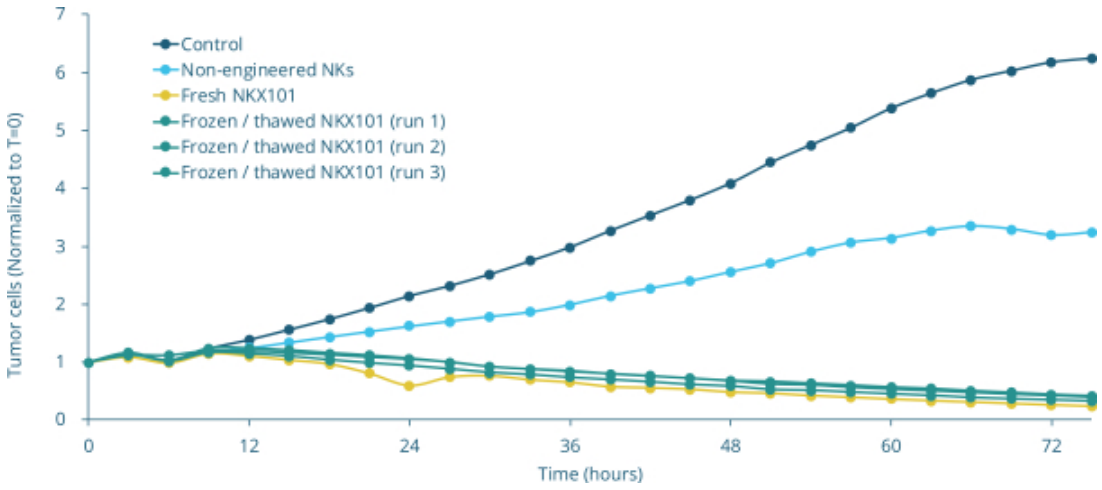


Effect of the addition of mbIL-15 to the longevity of circulating NK cells in a mouse model. At day 0, comparable numbers of NK cells were introduced to all mice in both experimental arms.

Targeting and Signaling. The third element of our technology platform is CARs optimized for NK cells, based on extensive preclinical evaluation of different possible constructs. We have performed extensive optimization of the CARs that serve to target our engineered NK cells to cancer cells as well as provide signals that engage the cancer cell killing activity found naturally in NK cells. For both NKX101 and NKX019, we have found that using the OX40 costimulatory domain enhances the ability of the engineered NK cells to kill cancerous cells repeatedly in several *in vitro* models, as compared to CAR-NK cells that include other costimulatory domains commonly used for CAR-T cells. We confirmed these findings in animal models for both product candidates.

Cryopreservation. The fourth constituent of our technology platform is cryopreservation of our engineered NK cells, the ability to freeze and store these cells for an extended time. The development of robust cryopreservation techniques is a result of our insight into the biology of engineered NK cells as well as extensive experimental optimization. Based on our preclinical data, we are able to freeze and subsequently thaw individual doses of engineered NK cells without significant loss of cancer cell killing potency of our engineered NK cells as shown in the graph below. Cryopreservation of our allogeneic CAR-NK cells will enable their off-the-shelf use in medical centers around the world, for administration to a patient at any time. In contrast, the approved autologous cell therapies require custom manufacturing for every patient, thereby limiting their commercial adoption. Therefore, we believe that our cryopreservation of CAR-NK cells will enable us to achieve the attractive commercial profile of an off-the-shelf, allogeneic cell therapy.

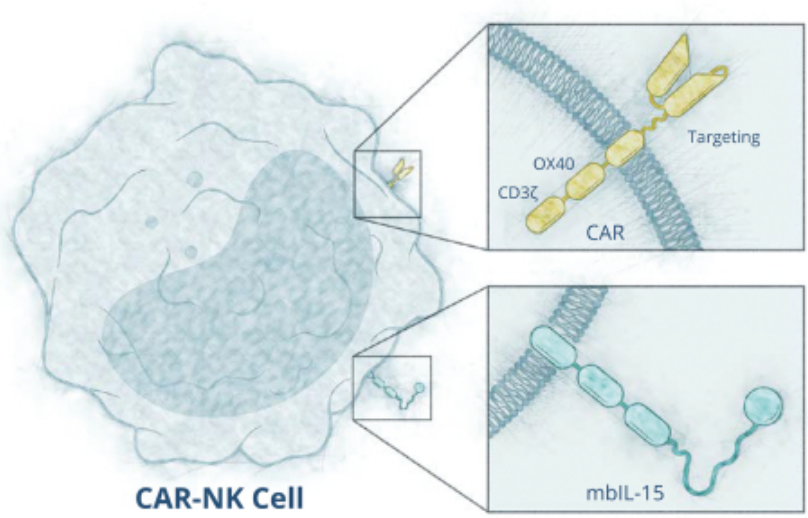
Cytotoxicity of Cryopreserved NKX101 versus Fresh NKX101



Cryopreserved NKX101 retains cytotoxicity similar to fresh NKX101 in a long-term assay.

We believe that the collective elements of our technology platform have the potential to comprise a key competitive advantage for us if our product candidates are approved. As illustrated in the image below, our engineered CAR-NK cells generally consist of an NK cell engineered with a swappable targeting receptor, OX40 costimulatory domain, CD3z signaling moiety, and mbIL-15.

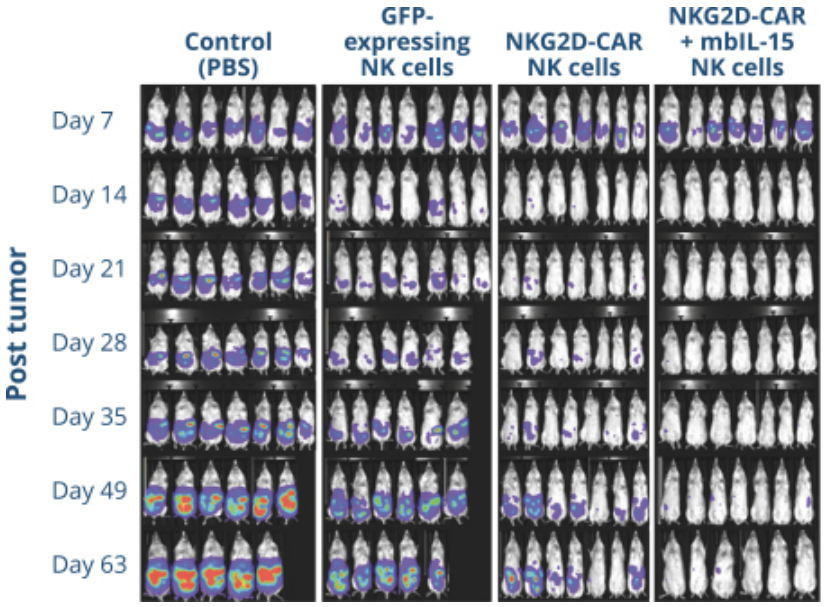
Key Components of our Engineered CAR-NK cells



We demonstrated the potential power of combining the different elements of our technology platform in the discovery and preclinical development of NKX101. In a model of osteosarcoma, the treatment of mice with NK cells engineered to express mbIL-15 and an early version of the NKG2D ligand targeting CAR resulted in durable suppression of tumor cell growth for 63 days whereas

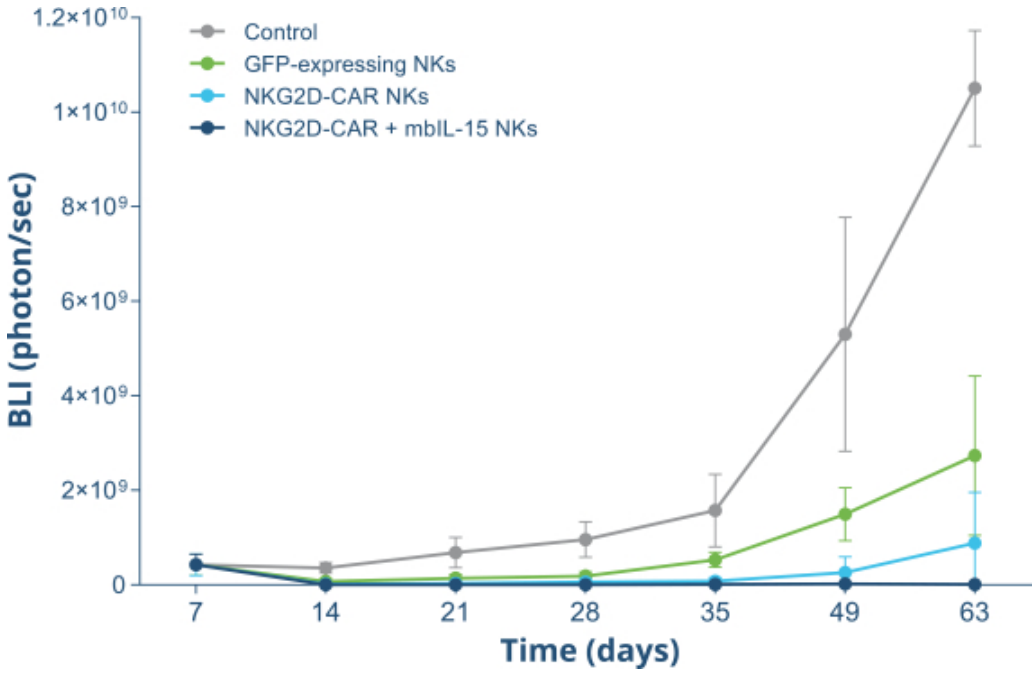
treatment of mice with NK cells engineered to express the CAR alone, or with NK cells lacking a CAR, resulted in a significant reduction in the control of tumor growth. The effect on tumor growth when we combine an NKG2D-CAR with mbIL-15 is shown visually and graphically in the two figures below.

***In vivo* Suppression of Tumor Growth with NKG2D-CAR NK cells and NKG2D-CAR + mbIL-15 NK cells (imaging)**



Highest tumor burden is shown by the red color in the mice images above and lowest is purple.

***In vivo* Suppression of Tumor Growth with NKG2D-CAR NK cells and NKG2D-CAR + mbIL-15 NK cells (graphical)**



The graphical data above are an average of the mice studied in the osteosarcoma mouse model shown above.

Our Pipeline of Product Candidates and Discovery Programs

All of our product candidates and discovery programs incorporate each of the four components of our technology platform, which we believe provides the best opportunity for achieving clinically meaningful results in our development program. Our current pipeline of product candidates and discovery programs is shown below.

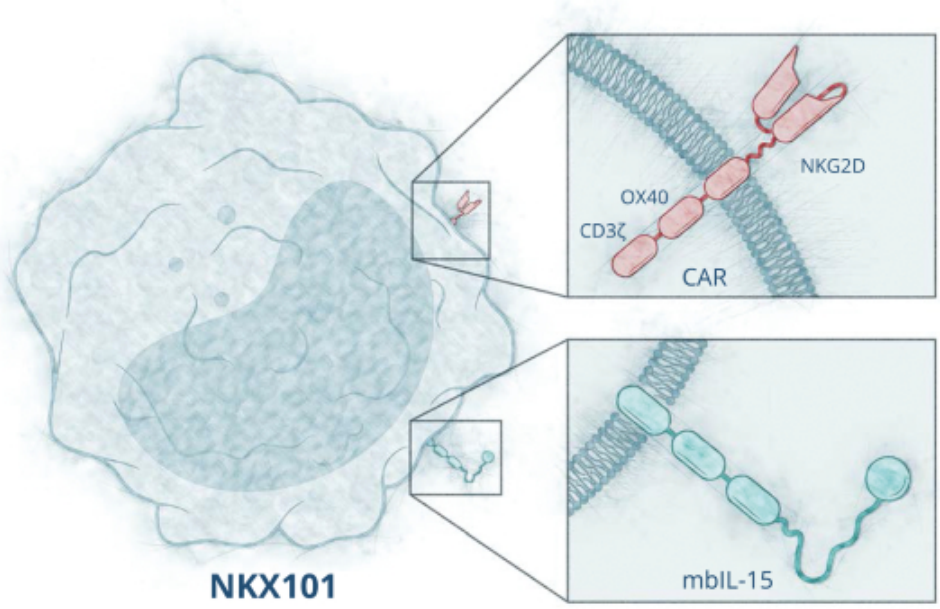
					NEXT ANTICIPATED MILESTONE(S)	
	DISCOVERY / PRECLINICAL	PHASE 1	PHASE 2	PHASE 3	FILE IND	FIRST SUBJECT TREATED
NKX101 (NKG2D)	AML and higher-risk MDS (systemic i.v.)				*2Q20*	*4Q20*
	HCC/mCRC/ICC (locoregional i.a.)				*4Q21*	*2Q22*
NKX019 (CD19)	B-cell malignancies				*1Q21*	*3Q21*
PROGRAM 3	Oncology				*1Q22*	
NK + T	Oncology				*2023*	

i.v.: intravenous administration. i.a.: intraarterial administration through the hepatic artery. IND: Investigational New Drug application.

NKX101

Our product candidate NKX101 consists of allogeneic, donor-derived and expanded NK cells that have been genetically engineered to express mbIL-15 along with a CAR containing an NKG2D activating receptor, an OX40 costimulatory domain and a CD3z signaling moiety. We have designed NKX101 to increase longevity, potency and activity as compared to non-engineered NK cells. NKG2D is the primary activating receptor for NK cells and functions by detecting eight known stress ligands, signals produced by cancerous or virally infected cells. The detection of these stress ligands by NKG2D is the primary basis for tumor surveillance by NK cells and is the basis of the mechanism of action for NKX101. We believe the activity of non-engineered NKs in treating cancer validates targeting NKG2D ligands through the NKG2D receptor as the mechanism of action for NKX101. We submitted an IND for NKX101 for the treatment of relapsed or refractory AML and higher-risk MDS in May 2020. We are planning to initiate a broad clinical program for NKX101 for blood cancers and for solid tumors in 2020. Our initial indications include AML, MDS, liver cancer, a bile duct cancer known as cholangiocarcinoma, as well as surgically removed colon cancer cases where only liver metastases remain.

Schematic of NKX101



We created NKX101 based on our understanding of NK cell biology, including extensive comparison and optimization of different ways to enhance natural NKG2D signaling and targeting of cells which display NKG2D ligands. Based on our preclinical studies, levels of NKG2D are increased at least ten-fold in NKX101 as compared to non-engineered NK cells. Because NKG2D is the primary activating receptor for NK cells, through its detection of stress ligands displayed by cancerous cells, NKX101 is thereby designed to increase the natural cancer cell killing ability of NK cells. Although some cancer cells are able to evade detection and killing by NK cells through reducing the number or shedding of NKG2D ligands, thereby creating decoys, NKX101 maintains its ability to recognize tumor cells through increased numbers of NKG2D receptors and more potent signaling from those engineered receptors. Furthermore, we found in preclinical studies that the addition of mbIL-15 and the OX40 costimulatory domain each increase the activity of engineered NK cells. Because NKG2D is the primary activating receptor responsible for innate immune surveillance of cancerous cells, we believe

that NKX101 presents a broad opportunity to treat a variety of blood cancers and the larger category of solid tumors, which collectively represent approximately 90% of all cancer incidences in the United States.

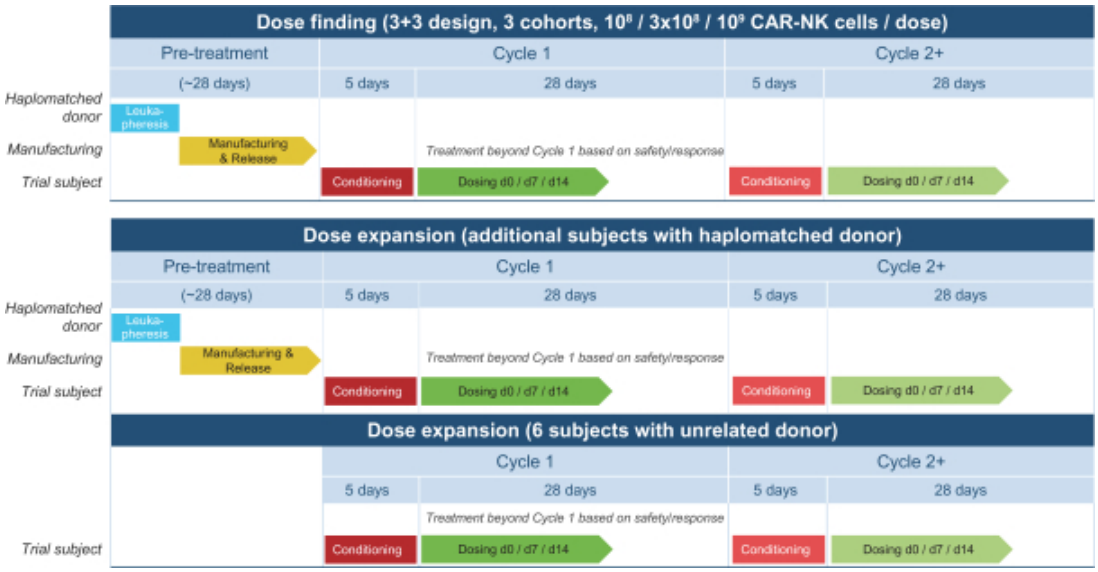
NKX101 for Blood Cancers

We submitted an IND for NKX101 for the treatment of relapsed or refractory AML and higher-risk MDS in May 2020. If our IND is accepted by the FDA, we intend to initiate a clinical trial of NKX101 with the first patient treated in 4Q2020. According to the federal Surveillance, Epidemiology, and End Results, or SEER, Program database, the incidence of AML in the United States is approximately 21,000 cases per year, and newly-diagnosed patients have a five-year survival rate of only 28%. We believe there is a substantial unmet medical need for patients with relapsed or refractory AML and higher-risk MDS and that these diseases represent a significant market opportunity.

We are planning a Phase 1 clinical trial with standard dose-finding and dose expansion phases. Patients will receive lymphodepleting chemotherapy prior to administering NKX101 in order to allow our engineered NK cells the opportunity to kill cancerous cells without first being cleared by the patient's immune system. In 2019, we held a formal pre-IND meeting with the FDA where we provided the FDA our draft synopsis for the Phase 1 clinical trial and presented the FDA a number of questions for their response. We asked the FDA about the suitability of several components of our planned IND filing, including the manufacturing of NKX101, preclinical studies, and our proposed Phase 1 clinical trial design. We generally updated our planned IND filing, manufacturing plans and Phase 1 clinical trial design to reflect discussion from this meeting. Our lymphodepleting chemotherapy is based upon the most commonly used regimen found in our systematic literature review of allogeneic cells, and is also similar to the lymphodepleting chemotherapy used for the two approved CAR-T therapies. The relationship between the degree of HLA matching and the clearance of donor NK cells by the patient's immune system has not been conclusively demonstrated. Therefore, for the subjects in the dose-finding phase, we are planning to manufacture patient-specific NKX101 from haploidentical donors.

Following the dose-finding phase, we intend to open a dose expansion phase of this trial. We will first confirm the tolerability of the dose for further development by treating additional subjects with patient-specific NKX101 from haploidentical donors to achieve at least six subjects at that dose. Subsequently, we plan to treat six subjects in the dose expansion phase with off-the-shelf NKX101. This will allow us to compare the clinical activity for the two different groups, and we expect to be able to establish that haploidentical cells are not necessary for clinical activity. The dosing schema is shown in the graphic below. Our starting dose of 100 million cells is based upon the established tolerability of non-engineered NK cells from academic literature.

Schematic of our Phase 1 trial for NKX101 in Blood Cancers



While we expect that the initial subjects treated with NKX101 in clinical studies will be hospitalized for a minimum of 24 hours observation after infusion, a favorable tolerability profile would allow administration of NKX101 in an outpatient setting. This could represent a significant competitive advantage for NKX101 and our engineered NK product candidates more generally, as compared to the approved CAR-T therapies.

NKX101 for Solid Tumors

We are also planning to evaluate NKX101 in patients with solid tumors. We expect our initial clinical trial to include patients with liver cancer, a bile duct cancer known as intrahepatic cholangiocarcinoma, as well as patients with surgically removed colon cancer where only liver metastases remain. These tumors represent an attractive opportunity for the initial solid tumor indication for NKX101 for several reasons, including the overexpression of NKG2D ligands in many liver cancers, the opportunity to deliver NKX101 directly to the liver and the substantial unmet medical need for the treatment of these cancers. According to the federal SEER database, the incidence of liver and intrahepatic cholangiocarcinoma in the U.S. is approximately 42,000 cases per year, and the five-year survival rate is only 18%.

We plan to deliver our engineered NK cells directly to the site of the tumor by injection into the hepatic artery, a standard technique for delivering anticancer drugs to the liver which has also been used for the delivery of CAR-T cells and unmodified NK cells to the liver. This method takes advantage of the differential blood supply in the liver, where tumor tissue is predominantly supplied by the hepatic artery and healthy liver is predominantly supplied by the portal vein. Therefore, this technique allows us to concentrate cells specifically to the tumor area. Because the liver to some degree naturally excludes the immune cells that can clear allogeneic NK cells, we are not currently planning for lymphodepleting chemotherapy prior to administration. However, we may choose to add this element based on data from this clinical trial.

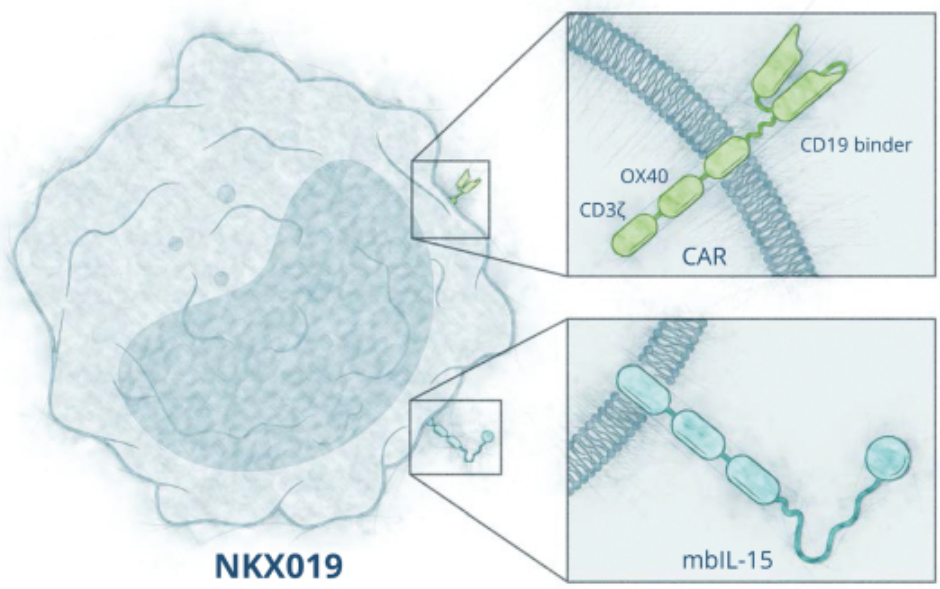
We are planning to file an IND amendment for this clinical program in 4Q2021, with the first patient receiving NKX101 in 2Q2022. The NKX101 Phase 1 trial in solid tumors may also incorporate a dose-finding and dose-expansion component.

If this program is successful, we believe that it would establish proof of concept for treating solid tumors with engineered NK cells, and enable us to evaluate a broader solid tumor clinical development program.

NKX019

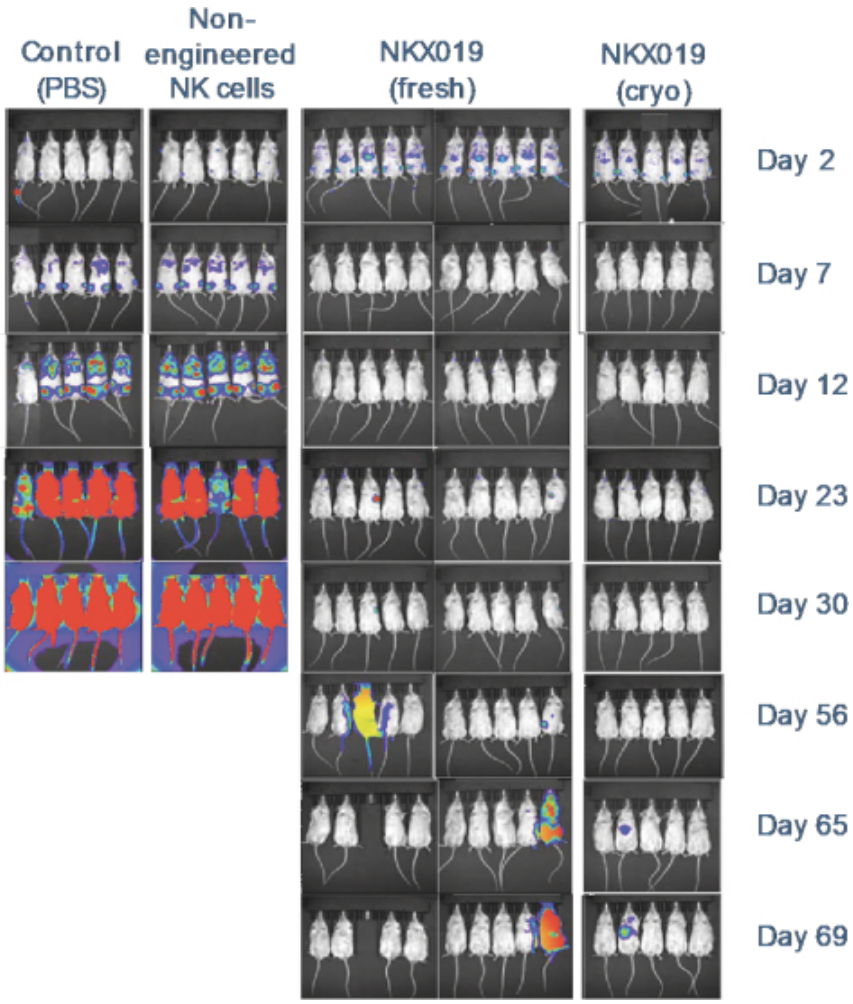
Our product candidate NKX019 is for the treatment of various B cell malignancies, including DLBCL, ALL, and several other B cell malignancies. NKX019 consists of allogeneic, donor-derived and expanded NK cells that have been genetically engineered to express mbIL-15 along with a CAR containing a CD19 binder, an OX40 costimulatory domain and a CD3ζ signaling moiety. We chose to target CD19 based on the clinical validation provided by Kymriah and Yescarta, which have both shown to improve remission rates and overall survival in patients with various B-cell malignancies, as well as the significant unmet medical need that remains for treating B cell malignancies despite these recent approvals. Furthermore, a recent publication by researchers at M.D. Anderson Cancer Center of a cohort of patients treated with a CAR-NK therapy targeting CD19 achieved a complete remission in seven of 11 of these patients.

Schematic of NKX019



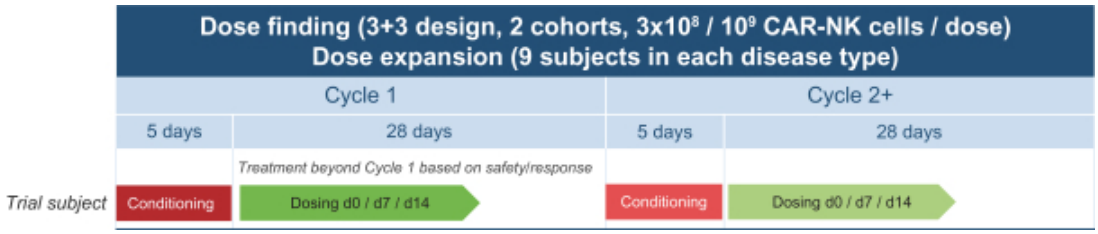
We are currently conducting preclinical studies for NKX019. We have demonstrated activity of NKX019 in a mouse model of leukemia, and have also shown that cryopreserved NKX019 administered after thawing maintains the anti-cancer activity of freshly-prepared NKX019.

***In vivo* Anti-Cancer Activity of Cryopreserved and Freshly-Prepared NKX019**



We expect to submit an IND for this product candidate in 1Q2021, with the first clinical trial subjects treated in 3Q2021. We will be evaluating different B cell malignancies in separate expansion cohorts of our Phase 1 trials. The dosing schema for each of our NKX019 Phase 1 trials is shown below.

Schematic of our Phase 1 trial for NKX019 in B cell malignancies



We are currently planning to treat all clinical trial subjects with off-the-shelf NKX019 manufactured from healthy donors, which we expect will facilitate the pace of early enrollment in this clinical trial.

Additional Pipeline Candidates

Like NKX101 and NKX019, our third product candidate is a CAR-NK that incorporates all of the core elements of our NK cell engineering platform, along with certain new technologies we are currently developing. This product candidate targets a tumor antigen that is found on certain solid tumor cells as well as blood cancers. We expect to submit an IND for this product candidate in 1Q2022.

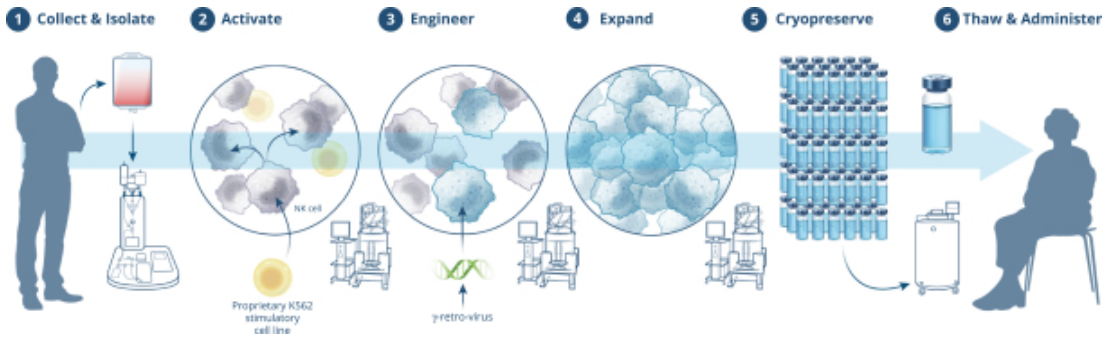
We are also developing a product candidate containing both CAR-NK cells and CAR-T cells to provide an allogeneic, off-the-shelf product candidate that combines the advantages of the innate and adaptive immune systems. We expect that our NK+T product candidates will also incorporate all of the core elements of our NK cell engineering platform. We are currently evaluating gene editing technologies to enable the production of allogeneic CAR-T cells with reduced risk of GVHD and enhanced resistance to immunosuppression. We are also evaluating a number of potential antigens and other targets for this product candidate. Our first NK+T product candidate could incorporate two different targets into the CAR-NK and CAR-T cells, based on the differing pharmacokinetic and pharmacodynamic profile of these two cell types. We expect to submit an IND for this product candidate in 2023.

Manufacturing

Our process for the generation of an allogeneic, off-the-shelf NK cell therapy requires a number of steps. To achieve a commercially viable product, we believe that each of these steps must be scalable, reproducible and cost-effective and must provide consistent cancer cell killing potency of our CAR-NK cells once these cells are frozen and then thawed. Therefore, we have focused on developing a manufacturing process that incorporates the following elements:

- a cell source which provides high numbers of easily characterized NK cells;
- expansion technology which increases the number of NK cells by orders of magnitude, without creating exhaustion;
- techniques for genetic engineering of NK cells which are cost-effective and which introduce a controlled and specified range of the number of copies of the gene into each cell;
- cryopreservation techniques that permit bulk CAR-NK cells to be frozen in individual doses; and
- techniques for thawing the frozen NK cell product that are easy to adopt in different clinical settings, and that provide consistent CAR-NK cell recovery, viability and potency.

Our overall manufacturing scheme is shown in the diagram below.



The source material for production of our off-the-shelf NK cell therapy product is NK cells collected from healthy donors by leukapheresis, the selective collection of white blood cells from plasma. We then isolate the NK cells from the other cells in the leukapheresis product. Next, we selectively activate the NK cells by co-culture with our proprietary, engineered K562 stimulatory cell line. After initial expansion, we engineer the expanded NK cells using a g-retrovirus to express mbIL-15 and the CAR. We further expand the NK cells, followed by harvesting and cryopreservation to form the final cell product. For off-the-shelf administration, clinical sites will thaw the CAR-NK product candidate for administration to patients at the clinical site.

For the clinical supply of NKX101, we currently manufacture NKX101, the proprietary, engineered K562 stimulatory cell line, and the g-retrovirus at third-party contract manufacturing sites. We believe that establishing our own internal cGMP manufacturing capabilities will facilitate clinical product supply, lower the risk of manufacturing disruptions, and enable more cost-effective manufacturing for clinical and commercial supply of our product candidates. We are constructing a 2,700-square foot clinical cGMP facility within our primary corporate location in South San Francisco, California. We currently expect to complete the construction of the first phase of this facility by mid-2020 and estimate the total expense to complete the construction, including laboratory and manufacturing equipment, will be approximately $6.0 million. Starting in 2H2020, after qualification including several test manufacturing runs, we expect to manufacture NKX019 at this cGMP facility. Starting in 2021, after completing a smaller, final phase of this buildout as well as transfer of the NKX101 manufacturing process to us, we plan to manufacture the proprietary, engineered K562 cells and g-retrovirus as well as NKX101 at the same facility. We believe that this clinical cGMP facility will be capable of manufacturing approximately 24 batches per year and could supply our needs for our non-pivotal clinical trials.

We are also in the early stages of designing a separate, larger commercial cGMP facility for manufacturing engineered NK cells, K562 cells and potentially g-retrovirus, for pivotal clinical trials as well as for eventual commercial supply. We may choose to begin construction of such a cGMP facility as early as 2021 based on early clinical results from the NKX101 and NKX019 clinical programs.

During our process development of NKX019 for cGMP manufacturing, we have performed five manufacturing runs with NK cells from four different donors. Over a 15-day period, on average we have produced NKX019 with greater than 3,000-fold expansion of the NK cell starting material. We believe that we can achieve comparable expansion efficiency for commercial production.

We believe that we can achieve a cost of manufacturing for commercial NKX101 and NKX019 at peak capacity of approximately $2,000 per dose, based on achieving 500 doses per manufacturing run at our highest planned Phase 1 dose of one billion CAR-NK cells per dose and on our current estimates for the costs of raw materials, consumables, rent, construction, equipment, labor and overhead.

Patents, Trademarks and Proprietary Technology

We protect our intellectual property rights and proprietary technology with a combination of patent rights that we own or license in certain fields of use, trademark rights, confidentiality procedures and contractual provisions. We seek not only to protect our intellectual property rights and proprietary technology in select key global markets, but also to supplement our intellectual property portfolio with new filings and applications to enhance such protection and support commercialization of current and future product candidates. To that end, we continue to seek protection for our technological innovations and branding efforts by filing new patent and trademark applications when and where appropriate.

Our patent portfolio consists of a combination of issued patents and pending patent applications licensed from third parties, jointly owned with third parties, and assigned solely to us based on our ongoing development activities. The patents and applications in our portfolio can be categorized as related to our NK cell engineering platform (e.g., natural killer cell expansion and/or persistence),

NKX101, NKX019, or future pipeline product candidates and alternative technologies. Some of our issued patents and licensed patent applications are exclusively licensed to us in therapeutic fields of use from the National University of Singapore, St. Jude Children's Research Hospital, Inc., or both (collectively Licensors). As of May 31, 2020, the patent portfolio that is assigned to us, jointly owned with others or licensed to us includes at least six issued utility patents and at least 55 pending utility patent applications.

At least four of the issued utility patents and at least 25 of the pending utility patent applications are related to our NK cell engineering platform, and include manufacturing process, treatment and compositions of matter claims relating to NK cell expansion and/or NK cell persistence. These issued utility patents include United States and Japanese patents; these pending utility patent applications include applications in the United States, Australia, Brazil, Canada, China, Europe, Hong Kong, India, Israel, Japan, Mexico, New Zealand, the Russian Federation, Singapore, South Korea, and Ukraine. These issued utility patents and pending utility patent applications are licensed from Licensors. The estimated expiration dates of the issued utility patents are between approximately 2024 and 2035 (with certain commercially relevant patents extending through approximately 2035), and the estimated expiration dates of these pending utility patent applications are between approximately 2024 and 2038 (with certain commercially relevant patents extending through approximately 2035).

At least five of the issued utility patents and at least 45 of the pending utility patent applications are related to our NKX101 product, and include manufacturing process, treatment and compositions of matter claims (e.g., targeting NKG2D ligand-expressing tumors, local delivery to tumors and combination therapies). These issued utility patents include United States and Japanese patents and are licensed from Licensors. These pending utility patent applications include applications in the United States, Australia, Brazil, Canada, China, Europe, Hong Kong, India, Israel, Japan, Mexico, New Zealand, the Russian Federation, Singapore, South Korea, Ukraine, and the Patent Cooperation Treaty, or PCT. Of these pending patent applications, at least 15 are owned or co-owned by us, with the remaining licensed from Licensors. The estimated expiration dates of the issued utility patents are between approximately 2024 and 2035 (with certain commercially relevant patents extending through approximately 2035), and the estimated expiration dates of these pending utility patent applications are between approximately 2024 and 2039 (with certain commercially relevant patents extending through approximately 2039).

At least four of the issued utility patents and at least 25 of the pending utility patent applications are related to our NKX019 product, and include manufacturing process, treatment and compositions of matter claims (e.g., targeting CD-19-expressing tumors). These issued utility patents include United States and Japanese patents and are licensed from Licensors. These pending utility patent applications include applications in the United States, Australia, Brazil, Canada, China, Europe, Hong Kong, India, Israel, Japan, Mexico, New Zealand, the Russian Federation, Singapore, South Korea, Ukraine, and the PCT. Of these pending patent applications, at least three are owned or co-owned by us, with the remaining licensed from Licensors. The estimated expiration dates of the issued utility patents are between approximately 2024 and 2035 (with certain commercially relevant patents extending through approximately 2035), and the estimated expiration dates of these pending utility patent applications are between approximately 2024 and 2040 (with certain commercially relevant patents extending through approximately 2040).

In August 2016, we entered into a license agreement with the Licensors. Pursuant to this license, the Licensors granted to us an exclusive, worldwide, royalty-bearing, sublicensable license under specified patents and patent applications related to NK cell technology in the field of therapeutics. Payments to the Licensors pursuant to the license agreement include single-digit royalty payments on commercial sales, a portion of any sublicensing revenue, patent expenses, license maintenance fees and milestone payments upon completion of certain regulatory and commercial milestones related to

the clinical development and commercialization of our product candidates, in an aggregate amount of up to 5 million Singapore Dollars, or SGD. The License Agreement also includes certain performance objectives which obligate us to meet various milestones related to the clinical development and commercialization of our product candidates over time for up to 120 months after the effective date of the License Agreement. The term of the license agreement extends until expiration of the last of the patent rights licensed to us by the Licensors, which is currently expected to occur in approximately 2039. We may terminate the license agreement at will upon 90 days' prior written notice to the Licensors. The Licensors may terminate the license agreement for certain conditions such as uncured material breach by us, the cession of our business, or our insolvency, liquidation, or receivership.

Our continuing research and development activities, technical expertise and contractual arrangements supplement our existing intellectual property protection and help us maintain our competitive position, and we rely on trade secrets to protect our proprietary information and technologies, especially where we do not believe patent protection is appropriate or obtainable, or where such patents would be difficult to enforce. In order to maintain such trade secrets and other proprietary information, we rely in part on confidentiality agreements with our employees, consultants, contractors, outside scientific collaborators and other advisors.

We also protect our brand through trademark rights. As of May 31, 2020, we are the listed owner of two U.S. registered and pending trademarks and 20 foreign registered and pending trademarks. The trademarks NKARTA and ENGINEER, ENHANCE, EXPAND are filed trademarks that we own in the United States and certain foreign countries. In order to supplement the protection of our brand, we also have a registered internet domain name.

Government Regulation

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

FDA Approval Process

In the United States, the FDA regulates investigational drugs, including biological products, under the Federal Food, Drug, and Cosmetic Act, or FDCA, and its implementing regulations. Marketing authorization of a biological product via a biologics license application, or BLA, occurs under section 351 of the Public Health Service Act, or PHSA. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations requires the expenditure of substantial time and financial resources. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval may subject an applicant and/or sponsor to a variety of administrative or judicial sanctions, including imposition of a clinical hold, refusal by the FDA to approve applications, withdrawal of an approval, import/export delays, issuance of warning letters and other types of enforcement letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, restitution, disgorgement of profits or civil or criminal investigations and penalties brought by the FDA and the Department of Justice or other governmental entities. The clinical testing, manufacturing, labeling, storage, distribution, record keeping, advertising, promotion, import, export and marketing, among other things, of our product candidates are governed by extensive regulation by governmental authorities in the United States and other countries. The FDA, under the FDCA and PHSA, regulates biopharmaceutical products in the

United States. The steps required before a product candidate may be approved for marketing in the United States generally include:

- preclinical laboratory tests and animal tests conducted under Good Laboratory Practices, or GLP;
- the submission to the FDA of an IND for human clinical testing, which must become effective before human clinical trials commence;
- approval by an independent institutional review board, or IRB, representing each clinical site before each clinical trial may be initiated;
- adequate and well-controlled human clinical trials to establish the safety and efficacy of the product for each indication and conducted in accordance with Good Clinical Practices, or GCP;
- the preparation and submission to the FDA of a BLA;
- FDA acceptance, review and approval of the BLA, which might include an advisory committee review; and
- satisfactory completion of an FDA inspection of the manufacturing facilities at which the product, or components thereof, are made to assess compliance with cGMPs and in the case of cell-based advanced therapy, additionally, current Good Tissue Practices.

The testing and approval process typically requires many years and substantial effort and financial resources, and the receipt and timing of any approval is uncertain. The actual time required may vary substantially based upon the type, complexity, and novelty of the product or disease. For example, the FDA has, at times, taken longer than its usual 30-day window to complete its review of certain first-of-kind IND applications. In addition, the FDA may suspend clinical trials at any time on various grounds, including a finding that the subjects or patients are being exposed to an unreasonable and significant health risk.

Preclinical and Human Clinical Trials in Support of a BLA

Preclinical studies generally include laboratory evaluations of product chemistry, formulation, and toxicity, as well as animal studies to assess the potential safety and bioactivity of the product candidate. The conduct of preclinical trials is subject to federal regulations and requirements including GLP regulations. The results of the preclinical studies, together with manufacturing information and analytical data, among other things, are submitted to the FDA as part of the IND, which must become effective before clinical trials may be commenced. The IND will become effective automatically 30 days after receipt by the FDA, unless the FDA raises concerns or questions about the conduct of the trials as outlined in the IND prior to that time. In this case, the IND sponsor and the FDA must resolve any outstanding concerns before clinical trials can proceed. If outstanding concerns cannot be resolved, the FDA will place the clinical trial, or a portion of it, on clinical hold. A partial clinical hold stops new patients from enrolling in a clinical trial. A complete clinical hold further requires all patients currently enrolled to discontinue treatment with the product candidate being evaluated. The FDA may also initiate a clinical hold after the 30 days if, for example, significant public health risks arise during the trial, if FDA believes the study is not being conducted in accordance with FDA regulations, or if results from additional preclinical studies are required by the FDA to evaluate the potential risk and benefit to patients for such a trial. Clinical holds may be temporary or permanent.

Clinical trials involve the administration of the product candidate to human subjects under the supervision of qualified investigators in accordance with federal regulations, in compliance with GCP requirements, and in accordance with a protocol submitted to FDA as part of the IND detailing the objectives of the trial, the parameters used to monitor safety, and the effectiveness criteria, if any, to be evaluated. Each clinical trial and informed consent information must also be reviewed and approved by an independent IRB at each of the sites at which the trial will be conducted. The IRB will consider, among other things, ethical factors, the safety of human subjects and the possible liability of the

institution. An IRB may also require the clinical trial at the site to be halted, either temporarily or permanently, for failure to comply with the IRB's requirements, or may impose other conditions if it believes that the patients are subject to unacceptable risk.

Clinical trials to support BLAs for marketing approval are typically conducted in three sequential phases prior to approval, but the phases may overlap or be combined. These phases generally include the following:

Phase 1. Phase 1 clinical trials represent the initial introduction of a product candidate into human subjects. In Phase 1 trials of cellular therapies, the product candidate is tested for safety, including adverse effects.

Phase 2. Phase 2 clinical trials usually involve studies in a limited patient population to (i) evaluate the efficacy of the product candidate for specific indications, (ii) determine dosage tolerance and optimal dosage and (iii) identify possible adverse effects and safety risks.

Phase 3. If a product candidate is found to be potentially effective and to have an acceptable safety profile in Phase 2 clinical trials, the clinical trial program will be expanded to Phase 3 clinical trials to further demonstrate clinical efficacy, optimal dosage and safety within a larger number of patients, typically at geographically dispersed clinical trial sites.

Phase 4. Phase 4 clinical trials may be conducted after approval to gain additional experience from the treatment of patients in the intended therapeutic indication and to document a clinical benefit in the case of drugs approved under accelerated approval regulations, or when otherwise requested by the FDA (post-approval commitments) or required by the FDA (post-approval requirements). Failure to promptly conduct any required Phase 4 clinical trials could result in enforcement action or withdrawal of approval.

A Phase 2/3 trial design is often used in the development of pharmaceutical and biological products. The trial includes Phase 2 elements, such as an early interim analysis of safety or activity, and Phase 3 elements, such as larger patient populations with less restrictive enrollment criteria. With appropriate statistical restrictions, an early interim analysis of clinical or physiologic activity and/or safety may provide for the trial to be stopped, changed or continued before a large number of patients have been enrolled, while still allowing all data from enrolled patients to count in the analysis used to support approval.

A pivotal trial is a clinical trial that is designed to meet regulatory requirements to demonstrate a product candidate's safety and efficacy to support the approval of the drug or biologic. Generally, pivotal trials are Phase 3 trials, but the FDA may accept results from any phase clinical trial if the design provides a well-controlled and reliable assessment of clinical benefit, particularly in situations in which there is an unmet medical need and the results are sufficiently robust.

The FDA, the IRB or the clinical trial sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research subjects are being exposed to an unacceptable health risk. Additionally, an independent group of qualified experts organized by the clinical trial sponsor, often known as a data safety monitoring board or committee, may oversee some clinical studies. Depending on the trial design, this group may provide authorization for whether or not a trial may move forward at designated check points based on access to certain data from the trial. We may also suspend or terminate a clinical trial based on evolving business objectives and the competitive climate.

Submission and Review of a BLA

The results of preclinical studies and clinical trials, together with detailed information on the product's manufacture, composition, quality, controls and proposed labeling, among other things, are

submitted to the FDA in the form of a BLA, requesting approval to market the product. The cost of preparing and submitting a BLA is substantial. The application must also be accompanied by a significant user fee payment, which typically increases annually, although waivers may be granted in limited cases. Under an approved BLA, the applicant is also subject to an annual program fee. The FDA has 60 days from its receipt of a BLA to determine whether the application will be accepted for filing based on the Agency's determination that it is adequately organized and sufficiently complete to permit substantive review. Once the submission is accepted for filing, the FDA begins an in-depth review. The FDA has substantial discretion in the approval process and may refuse to accept an application or decide that the data are insufficient for approval and require additional preclinical, clinical or other studies.

Once a BLA has been accepted for filing, the FDA sets a user fee goal date that informs the applicant of the specific date by which the FDA intends to complete its review. The FDA has agreed to certain performance goals to complete the review of BLAs. This is typically ten months from the date that the FDA accepts the BLA for filing for standard review BLAs. Applications classified as Priority Review are reviewed within six months of the date the FDA accepts the BLA for filing. A BLA can be classified for Priority Review when the FDA determines the biologic product has the potential to treat a serious or life-threatening condition and, if approved, would be a significant improvement in safety or effectiveness compared to available therapies. The review process can be extended by FDA requests for additional information or clarification. The FDA reviews BLAs to determine, among other things, whether the proposed product is safe and effective for its intended use, and whether the product is being manufactured in accordance with cGMP to assure and preserve the product's identity, strength, quality and purity. The FDA may also refer applications for novel biologic products, or biologic products that present difficult questions of safety or efficacy, to be reviewed by an advisory committee—typically a panel that includes clinicians, statisticians and other experts—for review, evaluation, and a recommendation as to whether the BLA should be approved. The FDA is not bound by the recommendation of an advisory committee, but generally follows such recommendations.

Before approving a BLA, the FDA typically will inspect the facilities at which the product is manufactured and will not approve the product unless the manufacturing facilities comply with cGMP. Additionally, the FDA will typically inspect one or more clinical trial sites for compliance with GCP and integrity of the data supporting safety and efficacy.

During the approval process, the FDA also will determine whether a REMS is necessary to assure the safe use of the product. If the FDA concludes a REMS is needed, the sponsor of the application must submit a proposed REMS, and the FDA will not approve the application without an approved REMS, if required. A REMS can include medication guides, communication plans for healthcare professionals, and elements to assure a product's safe use, or ETASU. An ETASU can include, but is not limited to, special training or certification for prescribing or dispensing the product, dispensing the product only under certain circumstances, special monitoring, and the use of patient-specific registries. A REMS can substantially increase the costs of obtaining approval. The FDA could also require a special warning, known as a boxed warning, to be included in the product labeling in order to highlight a particular safety risk. The FDA may delay approval of a BLA if applicable regulatory criteria are not satisfied and/or the FDA requires additional testing or information. The FDA may require substantial post-marketing testing and surveillance to monitor safety or efficacy of a product.

On the basis of the FDA's evaluation of the BLA and accompanying information, including the results of the inspection of the manufacturing facilities, the FDA will issue either an approval of the BLA or a Complete Response Letter, detailing the deficiencies in the submission and the additional testing or information required for reconsideration of the application. If, or when, those deficiencies have been addressed to the FDA's satisfaction in a resubmission of the BLA, the FDA will issue an approval letter. The FDA has committed to reviewing such resubmissions in two or six months depending on the type

of information included. An approval letter authorizes commercial marketing and distribution of the biologic with specific prescribing information for specific indications. Even with submission of this additional information, the FDA may ultimately decide that the application does not satisfy the regulatory criteria for approval.

Once granted, product approvals may be withdrawn if compliance with regulatory standards is not maintained or problems are identified following initial marketing. Changes to some of the conditions established in an approved BLA, including changes in indications, product labeling, manufacturing processes or facilities, require submission and FDA approval of a new BLA or BLA supplement before the change can be implemented. A BLA supplement for a new indication typically requires clinical data similar to that in the original application, and the FDA uses the same procedures and actions in reviewing BLA supplements as it does in reviewing BLAs.

Expedited Review, Accelerated Approval Programs, and Breakthrough Therapy Designation

A sponsor may seek approval of its drug candidate under programs designed to accelerate FDA's review and approval of BLAs. For example, the FDA may grant Fast Track Designation to a drug intended for treatment of a serious or life-threatening disease or condition that has potential to address unmet medical needs for the disease or condition. The key benefits of fast track designation are the eligibility for priority review, rolling review (submission of portions of an application before the complete marketing application is submitted) and accelerated approval, if the application meets relevant criteria. Under the accelerated approval program, the FDA may approve a BLA on the basis of either a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit, taking into account the severity, rarity or prevalence of the condition and the availability or lack of alternative treatments. The FDA generally requires post-marketing studies or completion of ongoing studies after marketing authorization to verify the drug's clinical benefit in relationship to the surrogate endpoint or ultimate outcome in relationship to the clinical benefit.

Based on results of the Phase 3 clinical trials or trials submitted in a BLA, upon the request of an applicant, the FDA may grant the BLA a priority review designation, which sets the target date for FDA action on the application at six months after the FDA accepts the application for filing. The FDA grants priority review where there is evidence that the proposed drug would be a significant improvement in the safety or effectiveness of the treatment, diagnosis or prevention of a serious condition. If the criteria for priority review are not met, the application is subject to the standard FDA review period of ten months after FDA accepts the application for filing. Priority review designation does not change the scientific/medical standard for approval or the quality of evidence necessary to support approval.

In addition, a sponsor may seek FDA designation of its drug candidate as a breakthrough therapy if the drug can, alone or in combination with one or more other drugs, treat a serious or life threatening disease or condition and preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. A breakthrough therapy designation allows companies to work earlier, more closely, and frequently with the FDA, and they may be eligible for priority review and accelerated approval. The sponsor of a new biologic product candidate may request that the FDA designate the candidate for a specific indication as a Breakthrough Therapy concurrent with, or after, the submission of the IND for the biologic product candidate. The FDA must determine if the biological product qualifies for Breakthrough Therapy designation within 60 days of receipt of the sponsor's request.

Special Protocol Assessment

A company may reach an agreement with the FDA under the SPA process as to the required design and size of clinical trials intended to form the primary basis of an efficacy claim. Under the FDCA and

FDA guidance implementing the statutory requirement, an SPA is generally binding upon the FDA except in limited circumstances, such as if the FDA identifies a substantial scientific issue essential to determining safety or efficacy after the clinical trial begins, public health concerns emerge that were unrecognized at the time of the protocol assessment, the sponsor and the FDA agree to the change in writing, or if the clinical trial sponsor fails to follow the protocol that was agreed upon with the FDA.

Regenerative Medicine Advanced Therapies and Priority Medicine Designation

Cell-based advanced therapies intended to treat, modify, reverse or cure a serious medical condition can receive RMAT designation from the FDA once preliminary clinical evidence has been obtained demonstrating the therapy has the potential to address unmet medical needs for the condition. Similar to breakthrough therapy designation, the RMAT allows companies developing regenerative medicine therapies to work earlier, more closely, and frequently with the FDA, and RMAT-designated products may be eligible for priority review and accelerated approval. Interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens. The timing of a sponsor's request for designation and FDA response are the same as for the breakthrough therapy designation program. Like the other expedited development programs previously mentioned, RMAT designation does not change the scientific or medical standard for approval or the quality of evidence necessary to support approval. In Europe, the EMA can grant PRIority MEdicine, or PRIME, designation to support development of product candidates that may address unmet needs and improve quality of life, based on the potential to benefit patients from early clinical data.

Disclosure of Clinical Trial Information

Sponsors of clinical trials of FDA-regulated products, including biological products, are required to register and disclose certain clinical trial information on the website www.clintrials.gov. Information related to the product, patient population, phase of investigation, trial sites and investigators, and other aspects of a clinical trial are then made public as part of the registration. Sponsors are also obligated to disclose the results of their clinical trials after completion. Disclosure of the results of clinical trials can be delayed in certain circumstances for up to two years after the date of completion of the trial. Competitors may use this publicly available information to gain knowledge regarding the progress of clinical development programs as well as clinical trial design.

Orphan Drugs

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug intended to treat a rare disease or condition affecting fewer than 200,000 individuals in the United States, or in other limited cases. Orphan drug designation must be requested before submitting a BLA. If the FDA grants orphan drug designation, the identity of the biological product and its potential orphan disease use are disclosed publicly by the FDA. Orphan drug designation does not convey any advantage in or shorten the duration of the regulatory review and approval process, though companies developing orphan drugs may be eligible for certain incentives, including tax credits for qualified clinical testing. In addition, a BLA for a product that has received orphan drug designation is not subject to a prescription drug user fee unless the application includes an indication other than the rare disease or condition for which the drug was designated.

Generally, if a product that has orphan drug designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan drug exclusivity, which means that the FDA may not approve any other applications to market the same active moiety for the same indication for seven years, except in limited circumstances, such as another drug's showing of clinical superiority over the drug with orphan exclusivity. A product can be considered clinically superior if it is safer, more effective or makes a major contribution to patient care. Competitors, however, may receive approval of different active moieties for the same indication or

obtain approval for the same active moiety for a different indication. In some cases, orphan drug status is contingent on a product with an orphan drug designation demonstrating that it is clinically superior to a previously approved product or products.

Pediatric Information

Under the Pediatric Research Equity Act, or PREA, NDAs or BLAs or supplements to NDAs or BLAs must contain data to assess the safety and effectiveness of the biological product for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the biological product is safe and effective. The FDA may grant full or partial waivers, or deferrals, for submission of data. Unless otherwise required by regulation, PREA does not apply to any biological product with orphan product designation except a product with a new active ingredient that is a molecularly targeted cancer product intended for the treatment of an adult cancer and directed at a molecular target determined by the FDA to be substantially relevant to the growth or progression of a pediatric cancer that is subject to an NDA or BLA submitted on or after August 18, 2020.

Additional Controls for Biologics

To help reduce the increased risk of the introduction of adventitious agents, the PHSA emphasizes the importance of manufacturing controls for products whose attributes cannot be precisely defined. The PHSA also provides authority to the FDA to immediately suspend biologics licenses in situations where there exists a danger to public health, to prepare or procure products in the event of shortages and critical public health needs, and to authorize the creation and enforcement of regulations to prevent the introduction or spread of communicable diseases within the United States.

After a BLA is approved, the product may also be subject to official lot release as a condition of approval. As part of the manufacturing process, the manufacturer is required to perform certain tests on each lot of the product before it is released for distribution. If the product is subject to official release by the FDA, the manufacturer submits samples of each lot of product to the FDA together with a release protocol showing a summary of the lot manufacturing history and the results of all of the manufacturer's tests performed on the lot. The FDA may also perform certain confirmatory tests on lots of some products, such as viral vaccines, before allowing the manufacturer to release the lots for distribution. In addition, the FDA conducts laboratory research related to the regulatory standards on the safety, purity, potency, and effectiveness of biological products. As with drugs, after approval of a BLA, biologics manufacturers must address any safety issues that arise, are subject to recalls or a halt in manufacturing, and are subject to periodic inspection after approval.

Biosimilars

The Biologics Price Competition and Innovation Act of 2009, or BPCIA, creates an abbreviated approval pathway for biological products shown to be highly similar to or interchangeable with an FDA-licensed reference biological product. Biosimilarity sufficient to reference a prior FDA-approved product requires that there be no differences in conditions of use, route of administration, dosage form, and strength, and no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency. Biosimilarity must be shown through analytical trials, animal trials, and a clinical trial or trials, unless the Secretary of Health and Human Services waives a required element. A biosimilar product may be deemed interchangeable with a previously approved product if it meets the higher hurdle of demonstrating that it can be expected to produce the same clinical results as the reference product and, for products administered multiple times, the biologic and the reference biologic may be switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic. To date, a small number of biosimilar products and no interchangeable products have been approved under the BPCIA. Complexities associated with the larger, and often more complex, structures of biological products, as well as the process by which such products are manufactured, pose significant hurdles to biosimilar product implementation, which is still being evaluated by the FDA.

A reference biologic is granted 12 years of exclusivity from the time of first licensure, or BLA approval, of the reference product, and no application for a biosimilar can be submitted for four years from the date of licensure of the reference product. The first biologic product submitted under the biosimilar abbreviated approval pathway that is determined to be interchangeable with the reference product has exclusivity against a finding of interchangeability for other biologics for the same condition of use for the lesser of (i) one year after first commercial marketing of the first interchangeable biosimilar, (ii) 18 months after the first interchangeable biosimilar is approved if there is no patent challenge, (iii) 18 months after resolution of a lawsuit over the patents of the reference biologic in favor of the first interchangeable biosimilar applicant, or (iv) 42 months after the first interchangeable biosimilar's application has been approved if a patent lawsuit is ongoing within the 42-month period.

Post-Approval Requirements

Approved drugs and biologics that are manufactured or distributed in the United States pursuant to FDA approvals are subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to recordkeeping, periodic reporting, product sampling and distribution, advertising and promotion including standards and regulations for direct-to-consumer advertising, off-label promotion, industry-sponsored scientific and educational activities and promotional activities involving the Internet. Biologics may be marketed only for the approved indications and in a manner consistent with the provisions of the approved labeling and reporting of adverse experiences with the product.

The FDA may impose a number of post-approval requirements as a condition of approval of a BLA. For example, the FDA may require post-marketing testing, including Phase 4 clinical trials, and surveillance programs to further assess and monitor the product's safety and effectiveness after commercialization or the FDA may place conditions on an approval that could restrict the distribution or use of the product. The FDA may also require a REMS, which could involve requirements for, among other things, medication guides, special trainings for prescribers and dispensers, patient registries and elements to assure safe use.

In addition, entities involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and state agencies, and are subject to periodic unannounced inspections by the FDA and these state agencies for compliance with cGMP requirements. The FDA has promulgated specific requirements for drug cGMP. Changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP requirements and impose reporting and documentation requirements upon the sponsor and any third-party manufacturers that the sponsor may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain cGMP compliance.

Once an approval is granted, the FDA may issue enforcement letters or withdraw the approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Corrective action could delay product distribution and require significant time and financial expenditures. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information, imposition of post-market studies or clinical trials to assess new safety risks or imposition of distribution or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, suspension of the approval, complete withdrawal of the product from the market or product recalls;

- fines, warning letters or holds on post-approval clinical trials;
- refusal of the FDA to approve applications or supplements to approved applications, or suspension or revocation of product approvals;
- product seizure or detention, or refusal to permit the import or export of products; or
- injunctions or the imposition of civil or criminal penalties.

The FDA strictly regulates marketing, labeling, advertising and promotion of products that are placed on the market. Drugs may be promoted only for the approved indications and in accordance with the provisions of the approved labeling. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant liability, including investigation by federal and state authorities.

Foreign Regulation

In order to market any product outside of the United States, we would need to comply with numerous and varying regulatory requirements of other countries and jurisdictions regarding quality, safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product, we would need to obtain the necessary approvals by the comparable foreign regulatory authorities before we can commence clinical trials or marketing of the product in foreign countries and jurisdictions. Although many of the issues discussed above with respect to the United States apply similarly in the context of the European Union and other geographies, the approval process varies between countries and jurisdictions and can involve additional product testing and additional administrative review periods. The time required to obtain approval in other countries and jurisdictions might differ from and be longer than that required to obtain FDA approval. Regulatory approval in one country or jurisdiction does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country or jurisdiction may negatively impact the regulatory process in others.

Coverage, Reimbursement and Pricing

Significant uncertainty exists as to the coverage and reimbursement status of any products for which we may obtain regulatory approval. In the United States and foreign markets, sales of any products for which we receive regulatory approval for commercial sale will depend, in part, on the availability of coverage and the adequacy of reimbursement from third-party payors. Third-party payors include government authorities and private entities, such as managed care organizations, private health insurers and other organizations. The process for determining whether a third-party payor will provide coverage for a product may be separate from the process for setting the reimbursement rate that the payor will pay for the product. Third-party payors may limit coverage to specific products on an approved list, or formulary, which might not include all of the FDA-approved products for a particular indication. Moreover, a third-party payor's decision to provide coverage for a product does not imply that an adequate reimbursement rate will be approved. For example, the payor's reimbursement payment rate may not be adequate or may require co-payments that patients find unacceptably high. Additionally, coverage and reimbursement for products can differ significantly from payor to payor. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development. Further, some third-party payors may require pre-approval of coverage for new or innovative devices or drug therapies before they provide reimbursement for use of such therapies.

Third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of products and services, in addition to their safety and efficacy. To obtain coverage and reimbursement for any product that might be approved for sale, we may need to conduct

expensive pharmaco-economic studies to demonstrate the medical necessity and cost-effectiveness of our product. These studies will be in addition to the studies required to obtain regulatory approvals. If third-party payors do not consider a product to be cost-effective compared to other available therapies, they may not cover the product after approval as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow a company to sell its products at a profit. Thus, obtaining and maintaining reimbursement status is time-consuming and costly.

The U.S. and foreign governments regularly consider reform measures that affect healthcare coverage and costs. For example, the U.S. and state legislatures have shown significant interest in implementing cost containment programs to limit the growth of government-paid health care costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription products. The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively, the ACA, contains provisions that may reduce the profitability of products, including, for example, increased rebates for products sold to Medicaid programs, extension of Medicaid rebates to Medicaid managed care plans, mandatory discounts for certain Medicare Part D beneficiaries and annual fees based on pharmaceutical companies' share of sales to federal health care programs. The Centers for Medicare and Medicaid Services, or CMS, may develop new payment and delivery models, such as bundled payment models. Adoption of government controls and measures, and tightening of restrictive policies in jurisdictions with existing controls and measures, could limit payments for our products.

The marketability of any products for which we receive regulatory approval for commercial sale may suffer if the government and third-party payors fail to provide adequate coverage and reimbursement. In addition, the focus on cost containment measures, particularly in the United States, has increased and we expect will continue to increase the pressure on pharmaceutical pricing. Coverage policies and third-party reimbursement rates may change at any time. Even if we attain favorable coverage and reimbursement status for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

European Union Coverage Reimbursement and Pricing

In the European Union, pricing and reimbursement schemes vary widely from country to country. Some countries provide that drug products may be marketed only after a reimbursement price has been agreed. Some countries may require the completion of additional studies that compare the cost-effectiveness of a particular drug candidate to currently available therapies, or so called health technology assessments, in order to obtain reimbursement or pricing approval.

For example, the European Union provides options for its member states to restrict the range of drug products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. European Union member states may approve a specific price for a drug product or may instead adopt a system of direct or indirect controls on the profitability of the company.

Healthcare Laws and Regulations

Physicians, other healthcare providers, and third-party payors will play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our arrangements with healthcare professionals, principal investigators, consultants, customers and third-party payors are and will be subject to various federal, state and foreign fraud and abuse laws and other healthcare laws and regulations. These laws and regulations may impact, among other things, our arrangements with third-party payors, healthcare professionals who participate in our clinical research programs, healthcare professionals and others who purchase, recommend or prescribe our approved products, and our proposed sales, marketing, distribution and education

programs. The U.S. federal and state healthcare laws and regulations that may affect our ability to operate include, without limitation, the following:

- The federal Anti-Kickback Statute, which prohibits persons from, among other things, knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under federally funded healthcare programs, such as Medicare and Medicaid. The term “remuneration” has been broadly interpreted to include anything of value;
- The federal civil and criminal false claims laws, including, without limitation, the federal civil monetary penalties law and the civil False Claims Act (which can be enforced by private citizens through qui tam actions), prohibit individuals or entities from, among other things, knowingly presenting, or causing to be presented, false or fraudulent claims for payment of federal funds, and knowingly making, or causing to be made, a false record or statement material to a false or fraudulent claim to avoid, decrease or conceal an obligation to pay money to the federal government;
- The federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which creates federal criminal laws that prohibit, among other things, executing or attempting to execute a scheme to defraud any healthcare benefit program knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations, which imposes certain obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information without the appropriate authorization by entities subject to the law, such as certain healthcare providers, health plans and healthcare clearinghouses and their respective business associates who use, disclose, store or otherwise process HIPAA-protected health information on their behalf;
- The federal transparency requirements under the Physician Payments Sunshine Act, created under the ACA, which requires certain manufacturers of drugs, devices, biologics and medical supplies reimbursed under Medicare, Medicaid or the Children’s Health Insurance Program, or CHIP, to report to HHS information related to payments and other transfers of value provided to physicians and teaching hospitals and physician ownership and investment interests;
- Analogous state laws and regulations, such as state anti-kickback and false claims laws, that impose similar restrictions and may apply to items or services reimbursed by non-governmental third-party payors, including private insurers;
- State laws that require pharmaceutical companies to implement compliance programs, comply with the pharmaceutical industry’s voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government, or to track and report gifts, compensation and other remuneration provided to physicians and other health care providers;
- State and local laws requiring the registration of pharmaceutical sales representatives;
- State health information privacy and data breach notification laws, which govern the collection, use, disclosure and protection of health-related and other personal information, many of which differ from each other in significant ways and often are not pre-empted by HIPAA, thus complicating compliance efforts; and
- State unfair and deceptive trade practices statutes, pursuant to which significant statutory fines and penalties can be imposed against pharmaceutical companies alleged to have engaged in consumer fraud.

We will be required to spend substantial time and money to ensure that our business arrangements with third parties comply with applicable healthcare laws and regulations. Recent healthcare reform

legislation has strengthened these federal and state healthcare laws. For example, the ACA amends the intent requirement of the federal Anti-Kickback Statute and criminal healthcare fraud statutes to clarify that liability under these statutes does not require a person or entity to have actual knowledge of the statutes or a specific intent to violate them. Moreover, the ACA provides that the government may assert that a claim that includes items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the civil False Claims Act. Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that some of our business activities could be subject to challenge under one or more of such laws.

If we are found to be in violation of these laws, we may be subject to criminal, civil and administrative sanctions including monetary penalties, damages, fines, disgorgement, individual imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of noncompliance with these laws, and reputational harm, in which case we may be required to curtail or restructure our operations. Moreover, we expect that there will continue to be federal and state laws and regulations, proposed and implemented, that could impact our future operations and business.

Healthcare Reform

The legislative landscape in the United States continues to evolve. There have been a number of legislative and regulatory changes to the healthcare system that could affect our future results of operations. In particular, there have been and continue to be a number of initiatives at the United States federal and state levels that seek to reduce healthcare costs. In March 2010, the ACA was enacted, which includes measures that have significantly changed health care financing by both governmental and private insurers. The provisions of the ACA of importance to the pharmaceutical and biotechnology industry are, among others, the following:

- an annual, nondeductible fee on any entity that manufactures or imports certain branded prescription drug agents or biologic agents, which is apportioned among these entities according to their market share in certain government healthcare programs;
- an increase in the rebates a manufacturer must pay under the Medicaid Drug Rebate Program to 23.1% and 13% of the average manufacturer price for branded and generic drugs, respectively;
- a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 70% point-of-sale discounts to negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D;
- extension of manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations, unless the drug is subject to discounts under the 340B drug discount program;
- a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals and by adding new mandatory eligibility categories for certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing manufacturers' Medicaid rebate liability;
- expansion of the entities eligible for discounts under the Public Health Service pharmaceutical pricing program;
- new requirements under the federal Physician Payments Sunshine Act for drug manufacturers to report information related to payments and other transfers of value made to physicians and teaching hospitals as well as ownership or investment interests held by physicians and their immediate family members;

- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct, comparative clinical effectiveness research, along with funding for such research;
- creation of the Independent Payment Advisory Board, which, if and when impaneled, will have authority to recommend certain changes to the Medicare program that could result in reduced payments for prescription drugs; and
- establishment of a Center for Medicare and Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending.

Some of the provisions of the ACA have yet to be implemented, and there have been judicial and Congressional challenges to certain aspects of the ACA, as well as recent efforts by the Trump administration to repeal or replace certain aspects of the ACA. Since January 2017, President Trump has signed two Executive Orders and other directives designed to delay the implementation of certain provisions of the ACA or otherwise circumvent some of the requirements for health insurance mandated by the ACA. Concurrently, Congress has considered legislation that would repeal or repeal and replace all or part of the ACA. While Congress has not passed comprehensive repeal legislation, two bills affecting the implementation of certain taxes under the ACA have been signed into law. The Tax Cuts and Jobs Act of 2017 includes a provision repealing the tax-based shared responsibility payment imposed by the ACA on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the “individual mandates.” Additionally, on January 22, 2018, President Trump signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain ACA-mandated fees, including the so-called “Cadillac” tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices. Further, the Bipartisan Budget Act of 2018, or the BBA, among other things, amends the ACA to increase from 50 percent to 70 percent the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D and to close the coverage gap in most Medicare drug plans, commonly referred to as the “donut hole.” Congress could consider other legislation to repeal or replace certain elements of the ACA.

In addition, other federal health reform measures have been proposed and adopted in the United States since the ACA was enacted. For example, as a result of the Budget Control Act of 2011, providers are subject to Medicare payment reductions of 2% per fiscal year which went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, including the BBA, will remain in effect through 2027 unless additional Congressional action is taken. However, the Medicare sequester reductions under the Budget Control Act of 2011 will be suspended from May 1, 2020 through December 31, 2020 due to the COVID-19 pandemic. Further, the American Taxpayer Relief Act of 2012 reduced Medicare payments to several providers and increased the statute of limitations period for the government to recover overpayments from providers from three to five years. The Medicare Access and CHIP Reauthorization Act of 2015 also introduced a quality payment program under which certain individual Medicare providers will be subject to certain incentives or penalties based on new program quality standards. Payment adjustments for the Medicare quality payment began in 2019. At this time, it is unclear how the introduction of the quality payment program will impact overall physician reimbursement under the Medicare program. Further, there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which have resulted in several recent Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to product pricing, review the relationship between pricing and manufacturer patient programs and reform government program reimbursement methodologies for products. Further, the Trump administration released a “Blueprint” to lower drug prices and reduce out of pocket costs of drugs that contains additional proposals to increase drug manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products, and reduce the out of pocket costs of drug products paid by consumers. The HHS has already started the process of soliciting feedback on some of these measures and, at the same, is immediately implementing others under its existing

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

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

Additional Regulation

In addition to the foregoing, state and federal laws regarding environmental protection and hazardous substances, including the Occupational Safety and Health Act, the Resource Conservation and Recovery Act and the Toxic Substances Control Act, affect our business. These and other laws govern the use, handling and disposal of various biologic, chemical and radioactive substances used in, and wastes generated by, operations. If our operations result in contamination of the environment or expose individuals to hazardous substances, we could be liable for damages and governmental fines. Equivalent laws have been adopted in foreign countries that impose similar obligations.

Anti-Corruption Laws

The Foreign Corrupt Practices Act, or the FCPA, the U.S. domestic bribery statute contained in 18 U.S.C. §201, the U.S. Travel Act, the USA PATRIOT Act, and possibly other state and national anti-bribery and anti-money laundering laws in countries in which we conduct activities. These anti-corruption laws prohibit any U.S. individual or business from paying, offering or authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. This could become relevant in the conduct of international clinical trials where the sites for such trials may be a government-owned hospital. The FCPA also obligates companies whose securities are listed in the United States to comply with accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations. Activities that violate the FCPA, even if they occur wholly outside the United States, can result in criminal and civil fines, imprisonment, disgorgement, oversight and debarment from government contracts.

Foreign Regulation

In addition to regulations in the U.S., we will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our products to the extent we choose to develop or sell any products outside of the U.S. The approval process varies from country to country and the time may be longer or shorter than that required to obtain FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country.

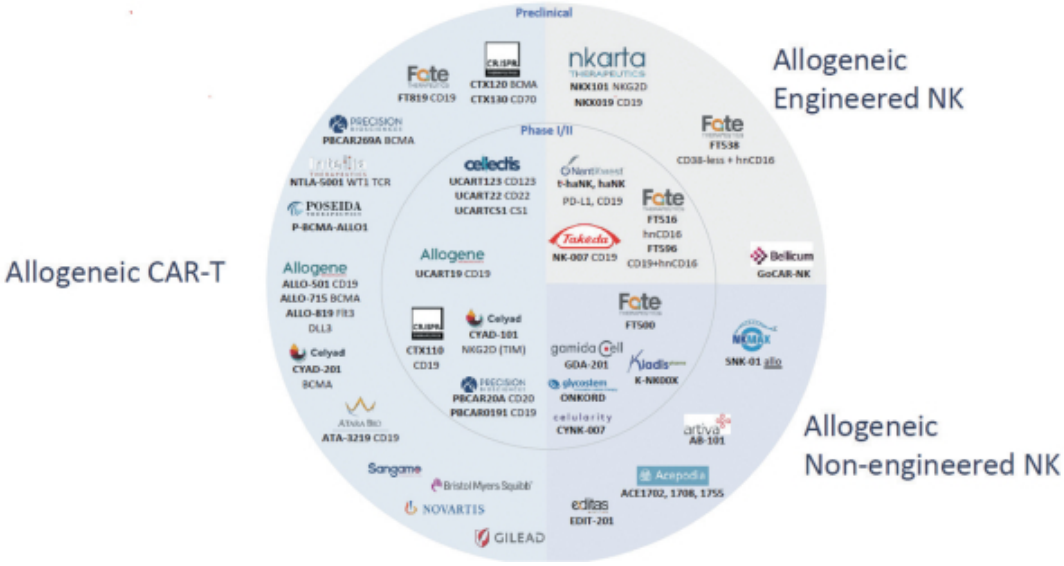
Competition

The biopharmaceutical industry in general, and the cell therapy field in particular, is characterized by rapidly advancing and changing technologies, intense competition and a strong emphasis on intellectual property. We face substantial and increasing competition from many different sources, including large

and specialty biopharmaceutical companies, academic research institutions, governmental agencies and public and private research institutions. Competitors may compete with us in hiring scientific and management personnel, establishing clinical study sites, recruiting patients to participate in clinical trials and acquiring technologies complementary to, or necessary for, our programs.

Our known biopharmaceutical competitors developing allogeneic CAR-NK or CAR-T therapies currently include Allogene, Cellectis, Celularity, Celyad, CRISPR Therapeutics, Gamida Cell, Glycostem, Kiadis Pharma, Fate Therapeutics, NantKwest, Precision BioSciences and Takeda, each of which has clinical-stage allogeneic programs, as well as numerous other biopharmaceutical companies including Astellas and Gilead with earlier-stage allogeneic programs. Furthermore, a number of companies are seeking to harness NK or T cell biology through engagers which seek to direct a patient's own NK or T cells to the site of a tumor. Such competitors include Affimed, Amgen, Dragonfly Therapeutics, Innate Pharma, Servier and other biopharmaceutical companies.

The competitive landscape for allogeneic cell therapy is shown in the diagram below:



In addition, numerous academic institutions are conducting preclinical and clinical research in these areas. Furthermore, a number of biopharmaceutical companies and academic groups are focused on engineering other white blood cell types including NKT cells and gamma-delta T cells, which may offer some of the same advantages as engineered NK cells. Finally, research in immuno-oncology is one of the most active areas for the discovery and clinical development of new anticancer therapies in the biopharmaceutical industry. New approaches, such as bispecific antibodies, as well as refinements of existing modalities, such as immune checkpoint inhibitors, are constantly emerging.

Many of our current or potential competitors have significantly greater financial, technical and human resources, as well as more expertise in research and development, manufacturing, preclinical testing, conducting clinical studies and trials and commercializing and marketing approved products, than us. Mergers and acquisitions in the biopharmaceutical industry may result in even greater resource concentration among a smaller number of competitors. Smaller or early-stage companies may also prove to be significant competitors, either alone or through collaborative arrangements with large and established companies.

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

Facilities

Our facilities are located at two adjacent leased sites. The first, located at 6000 Shoreline Court, Suites 102, 204 and 325, South San Francisco, California, consists of 28,469 square feet of office and laboratory space and is primarily used for research, clinical, manufacturing and corporate activities. Our lease on this facility expires in the first quarter of 2029, and with an option to extend this lease for an additional seven years. The second site, located at 7000 Shoreline Court, South San Francisco, California, consists of 340 square feet of vivarium space and an additional 215 square feet of shared laboratory space, and is primarily used for preclinical research. Our lease on this facility expires in April 2021 with options to renew for multiple one-year terms thereafter.

Employees

As of May 31, 2020, we had 64 full-time employees, 28 of whom have Ph.D. or M.D. degrees. Of these full-time employees, 55 employees are engaged in research and development activities and 9 employees are engaged in finance, business development and other general and administrative functions. We have no collective bargaining agreements with our employees and we have not experienced any work stoppages. We consider our relations with our employees to be good.

Legal Proceedings

From time to time, we may become involved in litigation or other legal proceedings relating to claims arising from the ordinary course of business. There are currently no claims or actions pending against us that, in the opinion of our management, are likely to have a material adverse effect on our business, results of operations, financial condition or growth prospects. There are ongoing *ex parte* re-examinations for one of our patents.

On August 1, 2018, a third party requested *ex parte* re-examination of certain claims of U.S. Patent No. 9,511,092, which relates generally to chimeric receptor complexes that bind certain specific natural killer cell ligands and methods of using natural killer cells. U.S. Patent No. 9,511,092 does not relate to our current product candidates but may relate to future product candidates or alternative technologies. This first re-examination by the USPTO is currently pending. On August 2, 2019, a third party requested an *ex parte* re-examination on the remaining claims of U.S. Patent No. 9,511,092. This second re-examination by the USPTO is currently pending. Although we plan to vigorously protect our intellectual property rights, as with all legal proceedings, there can be no guarantee as to the outcome, and, regardless of the merits of third-party challenges, such proceedings are time-consuming and costly. As a result of such re-examinations, our rights under the relevant patents could be narrowed or lost, and in the course of such proceedings, we may incur substantial costs and our the time and attention of our management may be diverted from the development and commercialization of our product candidates.

MANAGEMENT

Executive Officers and Directors

The following table sets forth information regarding our executive officers, directors and key employee as of May 31, 2020:

Name	Age	Position(s) Held
Executive Officers and Employee Directors		
Paul Hastings	60	President, Chief Executive Officer and Director
Nadir Mahmood, Ph.D.	40	Chief Business Officer
Matthew Plunkett, Ph.D.	48	Chief Financial Officer
Kanya Rajangam, M.D., Ph.D.	47	Chief Medical Officer
James Trager, Ph.D.	57	Chief Scientific Officer
Key Employee		
Ralph Brandenberger, Ph.D.	51	Vice President, Technical Operations
Non-Employee Directors		
Ali Behbahani, M.D.(1)(3)	44	Chairman and Director
Tiba Aynechi, Ph.D.(2)	44	Director
Fouad Azzam, Ph.D.(1)	53	Director
Michael Dybbs, Ph.D.(2)(3)	45	Director
Simeon George, M.D.(2)	43	Director
Leone Patterson, MBA(1)	57	Director
Zachary Scheiner, Ph.D.(3)	43	Director
Laura Shawver, Ph.D.(2)	62	Director

(1) Member of the audit committee.

(2) Member of the compensation committee.

(3) Member of nominating and corporate governance committee.

Executive Officers and Employee Directors

Paul Hastings has served as our President, Chief Executive Officer and a member of our board of directors since February 2018. Prior to that, Mr. Hastings served as the President, Chief Executive Officer and Director of OncoMed Pharmaceuticals, Inc., from January 2006 until January 2018. In August 2013, he was elected chairman of the board of directors of OncoMed, Inc., or OncoMed, and served in that role until January 2018. Prior to joining OncoMed, Mr. Hastings was President, Chief Executive Officer and Director of QLT, Inc., a publicly traded biotechnology company dedicated to the development and commercialization of innovative ocular products, from February 2002 to September 2006. From 2000 to 2002, Mr. Hastings served as President, Chief Executive Officer and Director of Axys Pharmaceuticals, Inc., which was acquired by Celera Corporation in 2001. From 1999 to 2001, Mr. Hastings served as President of Chiron Biopharmaceuticals, a division of Chiron Corporation. From 1998 to 1999, Mr. Hastings was President and Chief Executive Officer of LXR Biotechnology. From 1994 to 1998, Mr. Hastings held a variety of management positions of increasing responsibility at Genzyme Corporation, including President of Genzyme Therapeutics Europe and President of Worldwide Therapeutics. From October 2012 to September 1, 2016, Mr. Hastings served on the board of directors of Relypsa, a publicly traded biotechnology company, where he served as chairman of its compensation committee and a member of its nominating and corporate governance committee. From September 2008 to November 2009, Mr. Hastings also served as chairman of the board of directors of Proteolix, Inc., which was acquired by Onyx Pharmaceuticals in 2009. From November 2000 to November 2007, Mr. Hastings also served on the board of directors of ViaCell, Inc., a publicly traded biotechnology company that was sold to Perkin Elmer in 2007. Mr. Hastings currently serves as Lead

Director of Pacira Biosciences, Inc., a publicly traded biotechnology company, as a Director and chair of the compensation committee of ViaCyte, Inc., a privately held regenerative medicine company developing novel cell replacement therapies, and as the Vice Chair and a member of the Executive Committee of the Biotechnology Innovation Organization. Mr. Hastings received a B.S. degree in pharmacy from the University of Rhode Island. We believe Mr. Hastings' qualifications to sit on our board includes extensive experience in the pharmaceutical and biotechnology industries.

Nadir Mahmood, Ph.D. has served as our Chief Business Officer since September of 2019, and as our Senior Vice President, Corporate Development from May 2018 to September 2019. Prior to joining our company, Dr. Mahmood served as the Senior Director, Corporate Development at Second Genome, Inc., a privately held biopharmaceutical company, from December 2016 to May 2017, and as the Director, External Alliances at Second Genome, Inc. from March 2012 to December 2016. From September 2011 to March 2012, he was an independent consultant. Dr. Mahmood was an Equity Research Fellow in Global Investment Research at Goldman Sachs, Inc. from January 2011 to July 2011. Prior to joining Goldman Sachs, he conducted postdoctoral research as a Research Associate at the Scripps Research Institute in La Jolla, CA from August 2009 to January 2011. Dr. Mahmood began his career as Staff Scientist at Kythera Biopharmaceuticals, Inc. (which was acquired by Allergan), from July 2007 to July 2009. He received a B.S. degree in biochemistry from the University of Texas at Austin and a Ph.D. in cell regulation from the University of Texas Southwestern Medical Center at Dallas.

Matthew Plunkett, Ph.D. has served as our Chief Financial Officer since September 2019, and as our Senior Vice President and Chief Financial Officer from November 2018 to September 2019. Previously Dr. Plunkett was Chief Financial and Business Officer of Medeor Therapeutics, Inc., a clinical-stage biotechnology company**,** from September 2017 to November 2018. Prior to that, he was the Chief Business Officer at CTI BioPharma Corp., a publicly held biopharmaceutical company, from December 2015 to August 2017, and Executive Vice President, Corporate Development from September 2012 to December 2015. From November 2011 to August 2012, he was the Chief Financial Officer of the California Institute for Regenerative Medicine. Dr. Plunkett was the Vice President and Chief Financial Officer of iPierian, Inc. (which was acquired by Bristol-Myers Squibb) from July 2009 to April 2011. From December 2000 to July 2009, Dr. Plunkett held positions at Oppenheimer & Co. Inc. and its U.S. predecessor, CIBC World Markets Corp., including serving as Managing Director, Head of West Coast Biotechnology from December 2008 to July 2009, and Executive Director, Head of West Coast Biotechnology from January 2008 to December 2008. He began his scientific career at Sunesis Pharmaceuticals, Inc., where he worked from 1998 to 2000, and at Axys Pharmaceuticals, Inc., where he worked from 1996 to 1998. Dr. Plunkett received his B.S. degree in chemistry from Harvey Mudd College and a Ph.D. in organic chemistry from the University of California, Berkeley.

Kanya Rajangam, M.D., Ph.D. has served as our Chief Medical Officer since September 2019, and as our Senior Vice President and Chief Medical Officer from December 2018 to September 2019. Previously, Dr. Rajangam was Senior Vice President and Chief Medical Officer at Atara Biotherapeutics, Inc., a publicly held allogeneic T-cell immunotherapy company, from August 2017 to September 2018. She was Chief Medical Officer at Cleave Biosciences from December 2016 to July 2017 and Vice President of Clinical Development from June 2015 to December 2016. Previously, she was Executive Director at Nektar Therapeutics, a publicly held biopharmaceutical company, from March 2015 to May 2015. Prior to that, she held positions of increasing responsibility at Onyx Pharmaceuticals, Inc. from April 2011 to February 2015, including as Senior Medical Director. Before that, she served at Exelixis, Inc. from January 2008 to April 2011 in positions of increasing responsibility, including as Associate Medical Director. She was a research scientist at Baxter Healthcare, Inc. from November 2006 to December 2007. Dr. Rajangam received her medical degree from St. John's Medical College Bangalore University in 1996, and subsequently completed her

general surgical residency at PGIMER, Chandigarh, India. She received a Ph.D. in biomedical engineering from Northwestern University in 2006.

James Trager, Ph.D. has served as our Chief Scientific Officer since December 2019 and as our Senior Vice President, Research & Development from September 2016 to December 2019. He previously served at Dendreon from September 2003 to August 2016 in roles of increasing responsibility, including as Vice President of Research and Development from 2014 to 2016. Dr. Trager began his career at Geron Corp., where from 1995 to 2003, he worked in Research and in Quality Control. Dr. Trager received a B.A. degree in philosophy from St. John's College in New Mexico. After graduating from St. John's College, Dr. Trager served two years as a Peace Corps volunteer in the Central African Republic. He received his Ph.D. in Molecular Biology and Biochemistry from the University of California, Berkeley.

Key Employee

Ralph Brandenberger, Ph.D. has served as our Vice President Technical Operations since January 2020, as our Vice President Development & Manufacturing from January 2019 to January 2020, and as Senior Director, Process Development & Manufacturing from April 2018 to January 2019. Prior to joining our company, he served as Senior Director Process Development at Neurona Therapeutics, a privately held pre-clinical stage cell therapy company, from May 2016 to March 2018. From November 2012 to April 2016, he held positions at Baxter Healthcare, a publicly held healthcare company primarily focusing on products to treat hemophilia, kidney disease, immune disorders and other chronic and acute medical conditions, and its spinoff Baxalta, including as Head of Technical Operations at the Hayward, CA location. From August 2001 to June 2012 he held positions of increasing responsibility at Geron Corp., a publicly held clinical stage stem cell therapy company, including as Director of Process Sciences. Dr. Brandenberger started his scientific career at Celera Genomics, a genetic sequencing company which was acquired by Quest Diagnostics, where he worked from August 2000 to August 2001. Prior to joining Celera Genomics, Dr. Brandenberger conducted post-doctoral research at the Howard Hughes Medical Institute at the University of California in San Francisco, from June 1996 to August 2000. Dr. Brandenberger received his M.S. in Biology II (Biochemistry, Molecular Biology and Biophysical Chemistry) and Ph.D. in Cell Biology from the Biocenter, University of Basel, Switzerland.

Non-Employee Directors

Ali Behbahani, M.D. has served as our Chairman since August 2019, and on our board of directors since October 2015. Dr. Behbahani joined New Enterprise Associates, Inc., or NEA, in 2007 and is a General Partner on the healthcare team. Dr. Behbahani also currently serves as a member of the board of directors of CRISPR Therapeutics AG, Adaptimmune Therapeutics, Genocea Biosciences, Inc., Black Diamond Therapeutics, Inc., Oyster Point Pharma, Inc., and several other privately held companies. Prior to joining NEA, Dr. Behbahani served as a consultant in business development at The Medicines Company, a pharmaceutical company. In addition, Dr. Behbahani formerly served as a Venture Associate at Morgan Stanley and as a Healthcare Investment Banking Analyst at Lehman Brothers. Dr. Behbahani received an M.D. from the University of Pennsylvania School of Medicine, an M.B.A. from the Wharton School of the University of Pennsylvania and a B.S. in Biomedical Engineering, Electrical Engineering and Chemistry from Duke University. We believe Dr. Behbahani's experience in the biopharmaceutical industry, as well as his experience as a member on the boards of directors of multiple companies in the industry, qualifies him to serve on our Board.

Tiba Aynechi, Ph.D. has served on our board of directors since October 2015. Dr. Aynechi is employed as a senior partner at Novo Ventures (US) Inc., which provides certain consultancy services to Novo Holdings A/S, a Danish limited liability company that manages investments and financial assets. Novo Holdings A/S is a holder of 5% or more of our capital stock. Previously, from June 2006

to March 2010, Dr. Aynechi was employed by Burrill & Company LLC, a financial firm specializing in biotechnology and life sciences investment, in various positions, including from January 2009 to March 2010 as a director in merchant banking where she was responsible for regional and cross-border mergers and acquisitions, licensing, and financing transactions. Dr. Aynechi currently serves as a director at Mirum Pharmaceutics, Inc., a Nasdaq listed clinical-stage biopharmaceutical company. Previously, she served as a director at iRhythm Technologies, Inc., a Nasdaq listed digital healthcare company, from May 2014 to April 2017, and as a director of AnaptysBio, Inc., a biotechnology company, from April 2015 until its initial public offering in January 2017. She has also served as a member of the board of directors of several private biotechnology and medical device companies. Dr. Aynechi received her B.S. in physics from the University of California, Irvine. She received her Ph.D. in biophysics from the University of California, San Francisco, where her research involved developing computational methods for drug discovery. We believe Dr. Aynechi is qualified to serve on our board of directors because of her scientific training and business experience, including experience as a venture capitalist and serving on the boards of directors of various healthcare and life science companies.

Fouad Azzam, Ph.D. has served on our board of directors since August 2019. Dr. Azzam joined and became a General Partner of LSP, one of Europe's leading healthcare investment firms, in 2007. Prior to joining LSP, Dr. Azzam was the Managing Director of Eastman Ventures, the investment arm of Eastman Chemical Company. Prior to his role at Eastman Ventures, Dr. Azzam held senior leadership positions at Eastman Chemical including roles in Innovation, Corporate Strategy, Corporate Development (M&A) and New Business Development. Dr. Azzam currently serves as a Director at several private companies. Dr. Azzam received a B.S., M.S. and Ph.D. in Chemical Engineering from the University of Akron. He received an M.B.A. in Finance & Strategy from the State University of New York at Buffalo. We believe that Dr. Azzam is qualified to serve on our board of directors because of his extensive experience in the life sciences industry, his service on the boards of directors of other life sciences companies and his investing experience.

Michael Dybbs, Ph.D. has served on our board of directors since August 2019. Dr. Dybbs is currently a partner at Samsara BioCapital, where he has worked since March 2017. Prior to joining Samsara, Dr. Dybbs was a partner at New Leaf Venture Partners, L.L.C., where he worked from May 2009 until September 2016. Before joining New Leaf Venture Partners, L.L.C., Dr. Dybbs was a principal at the Boston Consulting Group. Dr. Dybbs currently serves on the board of Sutro Biopharma, Inc. and as a director of several private companies. Dr. Dybbs previously served on the boards of directors of Versartis, Inc. and Dimension Therapeutics, Inc. Dr. Dybbs received an A.B. in biochemical sciences from Harvard College and a Ph.D. in molecular biology from the University of California, Berkeley, where he was awarded a Howard Hughes Medical Institute fellowship. We believe that Dr. Dybbs is qualified to serve on our board of directors due to his experience in the life sciences industry and the venture capital industry, and his leadership and management experience.

Simeon George, M.D. has served on our board of directors since February 2020, and from July 2015 to September 2017. Dr. George joined S.R. One, Limited in September 2007 as an Associate and later became Partner, and since February 2019 has served as Chief Executive Officer. From 2006 to 2007, Dr. George was a consultant at Bain & Company, and in 2004 he was an investment banker at Goldman Sachs and Merrill Lynch. Dr. George currently serves on the boards of directors of the following public companies: Bird Rock Bio (since May 2009), CRISPR Therapeutics (since April 2015), eFFECTOR Therapeutics (since May 2013), Principia Biopharma Inc. (since February 2011), and Turning Point Therapeutics, Inc. (since May 2017). Dr. George also served on the boards of directors of HTG Molecular Diagnostics, Inc., from June 2011 until October 2015, Genocea Biosciences, Inc., from February 2009 to December 2014, and Semprus BioSciences (which was acquired by Teleflex in 2012) Dr. George received his B.A. in neuroscience from the Johns Hopkins University, where he graduated Phi Beta Kappa. He received his M.D. from the University of Pennsylvania School of

Medicine and his M.B.A. (Mayer Scholar) from the Wharton School of the University of Pennsylvania. We believe that Dr. George is qualified to serve on our board of directors due to his experience in the life sciences industry and the venture capital industry, and his leadership and management experience.

Leone Patterson, MBA has served on our board of directors since April 2020. Ms. Patterson currently serves as the president of Adverum Biotechnologies, Inc., a public clinical-stage gene therapy company targeting unmet medical needs for serious ocular and rare diseases. Ms. Patterson joined Adverum in June 2016 as chief financial officer and served as chief executive officer from May 2018 to June 2020, director from October 2018 to June 2020, and president since December 2019. Ms. Patterson has 20 years of experience in the biotechnology industry. Previously, Ms. Patterson served as the chief financial officer of Diadexus, Inc., a publicly traded diagnostics company developing and commercializing products that aid in the prediction of cardiac disease risk, from May 2015 to June 2016. Diadexus voluntarily filed for Chapter 7 bankruptcy in June 2016 while Ms. Patterson was its chief financial officer. Prior to that, Ms. Patterson was vice president and chief financial officer of Transcept Pharmaceuticals, Inc. from June 2012 until it was acquired by Paratek Pharmaceuticals Inc. in October 2014. Previously, Ms. Patterson served as vice president and global corporate controller of NetApp, Inc., from November 2010 to June 2012. In addition, Ms. Patterson was vice president of finance at Exelixis, Inc., from July 2007 to November 2010. Earlier in her career, Ms. Patterson worked at Novartis AG as vice president of global business planning and analysis after working at Chiron, which was acquired by Novartis AG. Ms. Patterson began her career at KPMG working in the firm's audit practice. Ms. Patterson earned a B.S. in Business Administration and Accounting from Chapman University and an Executive M.B.A. from St. Mary's College. Ms. Patterson is also a Certified Public Accountant (inactive status). We believe that Ms. Patterson is qualified to serve on our board of directors due to her experience in the life sciences industry, and her leadership, financial and management experience.

Zachary Scheiner, Ph.D. has served on our board of directors since February 2020. Dr. Scheiner joined RA Capital Management, L.P. in April 2015 as an associate, became an analyst in April 2017, and has been a principal since December 2017. Prior to joining RA Capital, Dr. Scheiner was a science officer at the California Institute for Regenerative Medicine (CIRM), where he worked from September 2008 to March 2015. Dr. Scheiner currently serves as a director at two privately held companies. Dr. Scheiner received his B.S. in Molecular Biophysics and Biochemistry from Yale University in 1997, and his Ph.D. in Neurobiology and Behavior from the University of Washington in 2007. We believe that Dr. Scheiner is qualified to serve on our board of directors due to his experience in the life sciences industry and his investing experience.

Laura Shawver, Ph.D., has served on our board of directors since March 2020. Dr. Shawver was most recently president, chief executive officer and director of Synthorx, Inc., a publicly traded clinical-stage biotechnology company focused on engineered biologics for cancer and autoimmune disorders, from November of 2017 through its acquisition by Sanofi in January 2020. She was also the chief executive officer of Cleave Biosciences, Inc., a privately held biotechnology company working on developing novel protein homeostasis inhibitors for the treatment of cancer, from September 2011 to March 2019. Previously, Dr. Shawver was Entrepreneur in Residence for 5AM Ventures, an early stage venture capital firm focused on building next-generation life science companies, from October 2010 to August 2011, chief executive officer of Phenomix Corporation, a privately held biotechnology company, from June 2002 to September 2010, and president of SUGEN, Inc., a clinical-stage company focused on development of protein kinase inhibitors, from October 2000 to May 2002 after holding various positions there since 1992, while SUGEN was a publicly traded company until its acquisition by Pharmacia and Upjohn Company, Inc in 1999. Dr. Shawver began her drug development career in 1989 at Triton Biosciences, Inc. (later Berlex Biosciences Inc.), which was acquired by Schering AG in 1990. She has extensive operational, drug development and regulatory expertise, and has also assisted a number of biotechnology companies with drug development and corporate development

activities. Currently, Dr. Shawver serves on the board of directors of the privately held biotechnology company Relay Therapeutics, a position she has held since March 2017, and she has previously served on the board of directors of Cornerstone Therapeutics (later Chiesi USA, Inc.), a specialty pharmaceutical company focused on commercializing products for the U.S. hospital and adjacent specialty markets, from June 2012 to February 2014. Dr. Shawver is the founder of The Clearity Foundation, a non-profit corporation striving to improve the survival and quality of life of women with ovarian cancer. Dr. Shawver holds a B.S. in microbiology and a Ph.D. in pharmacology, both from the University of Iowa. We believe that Dr. Shawver is qualified to serve on our board of directors due to her expertise and experience in the biotechnology and pharmaceutical industries, including her experience as an executive and director and her educational background.

Family Relationships and Other Arrangements

There are no family relationships or other arrangements among our directors and executive officers.

Board of Directors

Our business and affairs are managed under the direction of our board of directors. Our board of directors consists of nine directors, eight of whom qualify as “independent” under the listing standards of The Nasdaq Stock Market LLC, or Nasdaq. Pursuant to our certificate of incorporation as in effect immediately prior to this offering and amended and restated voting agreement, as amended, our current directors were elected as follows: Mr. Hastings was appointed by our board of directors to the seat reserved for the person serving as our Chief Executive Officer; Drs. Azzam and Dybbs were elected by holders of our Series B convertible preferred stock; Drs. George, Aynechi and Behbahani were elected by the holders of our Series A convertible preferred stock and Drs. Scheiner and Shawver and Ms. Patterson were elected by the holders of our common stock and preferred stock, voting together as a single class.

The amended and restated voting agreement will terminate and the provisions of our current certificate of incorporation by which our directors were elected will be amended and restated in connection with this offering. After this offering, the number of directors will be fixed by our board of directors, subject to the terms of our Certificate of Incorporation and Bylaws that will become effective immediately prior to the completion of this offering. Each of our current directors will continue to serve as a director until the election and qualification of such director’s successor, or until such director’s earlier death, resignation or removal.

Director Independence

Under The Nasdaq Marketplace Rules, or the Nasdaq Listing Rules, independent directors must comprise a majority of our board of directors as a public company within one year of listing.

Our board of directors has undertaken a review of the independence of each director. Based on information provided by each director concerning the director’s background, employment and affiliations, our board of directors has determined that, with the exception of Mr. Hastings, none of our directors have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that all directors are “independent” as that term is defined under the Nasdaq Listing Rules. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director, and the transactions involving them described in the section titled “Certain Relationships and Related Party Transactions.”

Classified Board of Directors

In accordance with our Certificate of Incorporation, our board of directors is divided into three classes with staggered, three-year terms. At each annual meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Our directors are divided among the three classes as follows:

- the Class I directors are , and , and their terms will expire at our first annual meeting of stockholders following this offering;
- the Class II directors are , and , and their terms will expire at our second annual meeting of stockholders following this offering; and
- the Class III directors are , and , and their terms will expire at the third annual meeting of stockholders following this offering.

Our Certificate of Incorporation provides that the authorized number of directors may be changed only by resolution of the board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change in control of our company. Our directors may be removed only for cause by the affirmative vote of the holders of at least one-third of our outstanding voting stock entitled to vote in the election of directors.

Committees of our Board of Directors

Our board of directors has established an audit, a compensation, and a nominating and governance committee. The composition, duties and responsibilities of these committees set forth below will continue to be effective upon consummation of this offering. Each committee operates under a written charter adopted by our board of directors, a copy of which will be available on our website upon the completion of this offering. Our board of directors may from time to time establish certain other committees to facilitate the management of our business.

Audit Committee

Our audit committee is responsible for, among other matters:

- appointing, approving compensation arrangements, retaining, evaluating, terminating and overseeing our independent registered public accounting firm;
- reviewing and discussing with our independent registered public accounting firm its independence from us;
- reviewing with our independent registered public accounting firm the matters required to be reviewed by applicable auditing requirements;
- approving all audit and permissible non-audit services to be performed by our independent registered public accounting firm;
- overseeing the financial reporting process and discussing with management and our independent registered public accounting firm the interim and annual financial statements that we file with the Securities and Exchange Commission, or SEC;
- reviewing and approving related person transactions;
- reviewing and monitoring our internal controls, disclosure controls and procedures and compliance with legal and regulatory requirements; and
- establishing procedures for the confidential, anonymous submission of concerns regarding questionable accounting, internal accounting controls, and auditing matters.

Our audit committee consists of Fouad Azzam and Ali Behbahani and Leone Patterson, with Leone Patterson serving as chairperson. Our board of directors has determined that each of our audit committee members meets the requirements for independence under current rules and regulations of the SEC and Nasdaq Listing Rules and the financial literacy requirements of the Nasdaq Listing Rules. Although Dr. Behbahani does not fall under the Safe Harbor Provision of Rule 10A-3(e)(1)(ii) because Dr. Behbahani is a general partner of a stockholder that owns more than 10% of the Company's voting power, our board of directors has determined that Dr. Behbahani is independent. Our board of directors has determined that Leone Patterson is an "audit committee financial expert" as defined by applicable SEC rules and has the requisite financial sophistication as defined under the applicable Nasdaq rules and regulations.

Compensation Committee

Our compensation committee is responsible for, among other matters:

- reviewing compensation goals, policies, plans and programs for our executive officers;
- reviewing and approving the compensation of our executive officers;
- reviewing and approving employment agreements and other similar arrangements between us and our executive officers;
- reviewing and recommending to our board of directors the compensation to be provided to our directors; and
- appointing and overseeing any compensation consultants.

Our compensation committee consists of Laura Shawver, Simeon George, Tiba Aynechi and Michael Dybbs, with Michael Dybbs serving as chairperson. As determined by our board of directors, the composition of our compensation committee meets the requirements for independence under current rules and regulations of the SEC and Nasdaq, and each member of the compensation committee is also be a "non-employee director," as defined pursuant to Rule 16b-3 promulgated under the Exchange Act.

Nominating and Governance Committee

Our nominating and governance committee is responsible for, among other matters:

- identifying individuals qualified to become members of our board of directors, consistent with criteria approved by our board of directors;
- overseeing the organization of our board of directors to discharge the board's duties and responsibilities properly and efficiently; and
- reviewing and recommending to our board of directors changes to our corporate governance guidelines.

Our nominating and governance committee consists of Ali Behbahani, Michael Dybbs and Zachary Scheiner, with Ali Behbahani serving as chairperson. Our board of directors has determined that the composition of our nominating and governance committee meets the requirements for independence under current rules and regulations of the SEC and Nasdaq upon the consummation of this offering.

Compensation Committee Interlocks and Insider Participation

Upon establishment, none of the members of our compensation committee is, or was in fiscal 2019, an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Non-Employee Director Compensation

We did not pay any compensation or grant any equity awards to any of our non-employee directors during the fiscal year ended December 31, 2019. None of our non-employee directors held any outstanding equity awards as of December 31, 2019. Currently, we pay Leone Patterson and Laura Shawver each an annual retainer of $30,000 for serving on the board of directors, and we pay Ms. Patterson an additional annual retainer of $15,000 for serving as chair of the audit committee. Non-employee directors may be reimbursed for travel, food, lodging and other expenses directly related to their activities as directors. Directors who also serve as employees receive no additional compensation for their service as directors. During fiscal year 2019, Paul J. Hastings, our president and chief executive officer, was an employee as well as a member of our board of directors and did not receive any additional compensation for service as a director. See the section titled “Executive Compensation” for information about the compensation for Mr. Hastings for the fiscal year ended December 31, 2019.

In connection with this offering, we expect to adopt a new compensation program for our non-employee directors. The specific terms of this program are under review by our board of directors.

Code of Business Conduct and Ethics

We have adopted written codes of business conduct and ethics that will apply to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions, which will be effective upon the completion of this offering. Copies of these codes will be available on our website, www.nkartax.com. We intend to disclose any amendments to the codes, or any waivers of their requirements, on our website to the extent required by the applicable rules and exchange requirements.

EXECUTIVE COMPENSATION

We provide our executives with an annual base salary as a fixed, stable form of compensation, and we have granted our executives stock options to provide an additional incentive to grow our business and further link the interests of our executives with those of our stockholders. We also provided certain cash incentive opportunities to our executives for 2019 as noted below. We have also entered into offer letters with certain of our executives that provide for severance benefits upon certain terminations of employment.

Our board of directors reviews (and after this offering, our compensation committee will review) our executive officers' overall compensation packages on an annual basis or more frequently as it deems warranted. In connection with this offering, we expect to reevaluate and potentially make changes to our executive compensation policies and programs in order to help ensure we continue to attract and retain highly talented executives and provide appropriate incentives to create additional value for our stockholders.

As an emerging growth company and a smaller reporting company, we have opted to comply with the executive compensation disclosure rules applicable to "smaller reporting companies," as such term is defined under the Securities Act and smaller reporting company, which require compensation disclosure for our principal executive officer and the two most highly compensated executive officers other than our principal executive officer. The table below sets forth the annual compensation for services rendered during 2019 by these executive officers, also referred to as our named executive officers, or NEOs.

Summary Compensation Table—Fiscal Year 2019

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)(1)	Non-Equity Incentive Plan Compensation ($)(2)	Non-Qualified Deferred Compensation Earnings ($)	All Other Compensation ($)(3)	Total ($)
Paul J. Hastings *President and Chief Executive Officer*	2019	543,375	–	–	2,086,077	232,293	–	8,400	2,870,145
Dr. Kanya Rajangam *Chief Medical Officer*	2019	422,100	–	–	629,979	139,650	–	8,400	1,200,129
Dr. Matthew Plunkett *Chief Financial Officer*	2019	342,876	–	–	589,147	116,375	–	8,400	1,056,798

(1) Represents the aggregate grant date fair value of the stock options awarded to the named executive officer in fiscal year 2019. These values have been determined under the principles used to calculate the value of equity awards for purposes of our financial statements. For a discussion of the assumptions and methodologies used to calculate the amounts referred to above, please see the discussion of option awards contained in Note 11, Share-Based Compensation, to our financial statements included elsewhere in this prospectus. The amounts reported in this column reflect the accounting cost for these stock options and do not correspond to the actual economic value that may be received by the named executive officer upon exercise of the stock options. As described below, the Company granted each of our NEOs an option during 2019 that would vest only if certain performance goals were achieved. The grant date fair value of each of these options was determined assuming that the maximum performance level would be achieved.

(2) Represents amounts paid to our NEOs under our cash incentive program for fiscal year 2019 based on achievement of certain financial and operational performance objectives established by our board of directors.

(3) Represents Company contributions to the NEO's account under our 401(k) plan.

Outstanding Equity Awards as of December 31, 2019

The following table provides information regarding outstanding stock options held by each of our NEOs as of December 31, 2019, including the vesting dates for the portions of these awards that had

not vested as of that date. Our NEOs did not hold any outstanding equity awards other than options as of that date.

	Option Awards					Stock Awards	
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)
Paul J. Hastings	94,250[1]	1,413,750[1]	–	$ 1.05	09/05/2029	–	–
	–		1,353,000[2]	$ 1.05	09/05/2029	–	–
	–	–	–	–	–	371,042[3]	$341,358.64
Dr. Kanya Rajangam	28,625[1]	429,375[1]	–	$ 1.05	09/05/2029	–	–
	–		406,000[2]	$ 1.05	09/05/2029	–	–
	50,000[4]	150,000[4]	–	$ 0.11	12/06/2028	–	–
Dr. Matthew Plunkett	26,812[1]	402,188[1]	–	$ 1.05	09/05/2029	–	–
	–		379,000[2]	$ 1.05	09/05/2029	–	–
		85,000[5]	–	$ 0.11	12/06/2028	49,896[5]	$ 45,904.32

(1) These options were granted September 5, 2019 and vest in 48 equal monthly installments from October 5, 2019 through September 5, 2023.

(2) These options were granted September 5, 2019 and vest in 48 equal monthly installments beginning on the date on which the performance condition set forth in the applicable option agreement is achieved.

(3) On December 24, 2018, Mr. Hastings acquired 685,000 shares upon exercise of an option prior to the time it had vested. The shares acquired by Mr. Hastings vested as to 25% of the shares on February 20, 2019 and vest as to the remaining 75% of the shares in 36 equal monthly installments from March 20, 2019 through February 20, 2022.

(4) This option was granted December 6, 2018 and vested as to 25% of the option on December 3, 2019 and vests as to the remaining 75% in 36 equal monthly installments from January 3, 2020 through December 3, 2022.

(5) This option was granted December 6, 2018 and vested as to 25% of the option on November 29, 2019 and vests as to the remaining 75% in 36 equal monthly installments from December 29, 2019 through November 29, 2022. On December 24, 2018, Dr. Plunkett exercised a portion of the option and acquired 100,000 unvested shares, 50,104 of which had vested as of December 31, 2019 and the remaining 49,896 of which were unvested and will vest in 13 monthly installments through January 29, 2021. The balance of this option (which covers 85,000 shares) will vest in monthly installments thereafter through November 29, 2022.

2019 Equity Grants

On September 5, 2019, each of the NEOs received an option to purchase shares of our common stock (1,508,000 for Mr. Hastings; 458,000 for Dr. Rajangam; 429,000 for Dr. Plunkett) at a price of $1.05 per share, which our board of directors determined was the fair market value of the shares on the grant date. The shares subject to the option will vest in 48 equal monthly installments, subject to the NEO's continued service with the Company through each such vesting date. If the NEO is terminated by the Company without cause or by the NEO for good reason (as such terms are defined in the NEO's offer letter), in either case on or within 12 months following a change in control of the Company (as defined in the 2015 Plan), 100% of the then outstanding shares subject to the option will become vested.

Also on September 5, 2019, each of the NEOs received an option to purchase shares of our common stock (1,353,000 for Mr. Hastings; 406,000 for Dr. Rajangam; 379,000 for Dr. Plunkett) at a price of $1.05 per share, which our board of directors determined was the fair market value of the shares on the grant date. Each option agreement provides that vesting of the option is contingent on the achievement of a performance milestone set forth in the agreement (which relates to the achievement of a financing goal or certain operational objectives). If the milestone is achieved, the

shares subject to the option will vest in 48 equal monthly installments thereafter, subject to the executive's continued service with the Company through each such vesting date. If the NEO is terminated by the Company without cause or by the NEO for good reason (as such terms are defined in the NEO's offer letter), in either case on or within 12 months following a change in control of the Company (as defined in the 2015 Plan), 100% of the then outstanding shares subject to the option will become vested.

Non-Equity Incentive Plan Compensation

Each of the NEOs was awarded a cash bonus for 2019 based on attainment of certain financial and operational objectives established by our board of directors for 2019. The 2019 target bonus amounts for each NEO were 45% for Mr. Hastings, 35% for Dr. Rajangam and 35% for Dr. Plunkett. In November 2019, our board of directors assessed the Company's achievements against the performance objectives and approved bonuses in the amount of 95% of each NEO's target bonus amount. These amounts are reported in the Summary Compensation Table above in the column "Non-Equity Incentive Plan Compensation."

Executive Employment and Severance Agreements

We have entered into offer letters with each of the NEOs. The letters do not have a specified term and provide that the NEO's employment with the Company is at-will. Each letter provides for the NEO to receive a base salary and to participate in the Company's annual bonus program and benefit plans made available to employees generally. Mr. Hastings' current base salary is $559,676, and his current target bonus is 45% of base salary. Dr. Rajangam's current base salary is $432,600, and her current target bonus is 35% of base salary. Dr. Plunkett's current base salary is $360,500, and his current target bonus is 35% of base salary. Each letter also provides that the NEO will receive a stock option in connection with joining the Company equal to a certain percentage of the Company's fully diluted shares outstanding (5% for Mr. Hastings, 1.5% for Dr. Rajangam and 1.4% for Dr. Plunkett**)** and a stock option to purchase additional shares following the closing of the Company's next equity financing raising at least $20 million, which together with the initial option grant will equal the same percentage of the Company's fully diluted shares outstanding noted above.

Each offer letter also provides for the NEO to receive severance benefits if the NEO is terminated by the Company without cause or by the NEO for good reason (as such terms are defined in the offer letter). On such a termination, the NEO would be entitled to cash severance equal to the sum of (1) a specified number of months of the NEO's base salary (12 months for Mr. Hastings, 6 months for Dr. Rajangam and 6 months for Dr. Plunkett) and (2) reimbursement for the cost of the NEO's COBRA premiums for the applicable severance period. In addition, if such termination occurred within 12 months after a change in control of the Company (as defined in the Company's equity incentive plan), the NEO's outstanding stock options granted by the Company would fully vest upon the NEO's termination. In each case, the NEO's right to receive the severance benefits described above is subject to the NEO's providing a release of claims in favor of the Company.

Equity Incentive Plans

As of March 31, 2020, our employees, consultants and directors held outstanding stock options granted under our 2015 Equity Incentive Plan for the purchase of up to 9,204,950 shares of our common stock. As of March 31, 2020, those options were vested with respect to 770,936 shares and were unvested with respect to 8,434,014 shares. The exercise prices of those options ranged from $0.0001 per share to $1.29 per share with a maximum term of 10 years from the applicable date of grant. In addition, certain options previously granted by the Company were exercised prior to the vesting date of the option (with the shares acquired remaining subject to the option's original vesting schedule). As of March 31, 2020, 434,236 of the shares acquired pursuant to the exercise of unvested options remained outstanding and unvested. We are contemplating additional grants of options in

connection with this offering with respect to approximately shares of our common stock with a per share exercise price equal to the offering price.

The following sections provide more detailed information concerning our benefit plans and, with respect to our equity compensation plans, the shares that are available for future awards under these plans. Each summary below is qualified in its entirety by the full text of the relevant plan document, which has been filed with the SEC as an exhibit to the Form S-1 Registration Statement of which this prospectus is a part and is available through the SEC's website at http://www.sec.gov.

2015 Equity Incentive Plan

In July 2015, we adopted the 2015 Equity Incentive Plan, or the 2015 Plan. Under the 2015 Plan, we are generally authorized to grant options to purchase shares of our common stock to our employees, directors, officers and consultants and those of our subsidiaries. Options under the 2015 Plan are either incentive stock options, within the meaning of Section 422 of the Internal Revenue Code, or nonqualified stock options. All options granted under the plan expire no later than ten years from their date of grant. As of March 31, 2020, we had reserved 11,319,803 shares of our common stock for issuance under the 2015 Plan and 933,031 shares remained available for future grant. No new awards will be granted under the 2015 Plan after the consummation of the offering.

Our board of directors, or a committee appointed by the board of directors, administers the 2015 Plan. As is customary in incentive plans of this nature, the number of shares subject to outstanding awards under the 2015 Plan and the exercise prices of those awards, are subject to adjustment in the event of changes in our capital structure, reorganizations and other extraordinary events. In the event we are a party to a merger or consolidation, the board of directors may provide for outstanding options to either be assumed by the acquirer or successor entity or, if not assumed, to be fully vested and cancelled upon the transaction.

Our board of directors may amend or terminate the 2015 Plan at any time; provided, that amendments to the 2015 Plan that impair the rights of a holder of an outstanding award under the 2015 Plan are subject to the board of directors obtaining written consent from such individual. The 2015 Plan requires that certain amendments specified in the plan be submitted to stockholders for their approval.

2020 Performance Incentive Plan

We expect our board of directors to adopt a 2020 Performance Incentive Plan, or the 2020 Plan, prior to the consummation of this offering to provide an additional means through the grant of awards to attract, motivate, retain and reward selected employees and other eligible persons. We also intend to obtain approval of this plan from our stockholders prior to the consummation of this offering. The below summary of the 2020 Plan is what we expect the terms of the plan will be. Employees, officers, directors and consultants that provide services to us or one of our subsidiaries may be selected to receive awards under the 2020 Plan.

Our board of directors or a committee appointed by the board will administer the 2020 Plan. The plan administrator will have broad authority to:

- select participants and determine the types of awards that they are to receive;
- determine the number of shares that are to be subject to awards and the terms and conditions of awards, including the price (if any) to be paid for the shares or the award and establish the vesting conditions (if applicable) of such shares or awards;
- cancel, modify or waive our rights with respect to, or modify, discontinue, suspend or terminate any or all outstanding awards, subject to any required consents;
- construe and interpret the terms of the 2020 Plan and any agreements relating to the plan;

- accelerate or extend the vesting or exercisability or extend the term of any or all outstanding awards subject to any required consent;
- subject to the other provisions of the 2020 Plan, make certain adjustments to an outstanding award and authorize the termination, conversion, substitution or succession of an award; and
- allow the purchase price of an award or shares of our common stock to be paid in the form of cash, check or electronic funds transfer, by the delivery of previously-owned shares of our common stock or by a reduction of the number of shares deliverable pursuant to the award, by services rendered by the recipient of the award, by notice and third party payment or cashless exercise on such terms as the plan administrator may authorize or any other form permitted by law.

A total of shares of our common stock will be authorized for issuance with respect to awards granted under the 2020 Plan. The share limit will automatically increase on the first trading day in January of each year (commencing with 2021) by an amount equal to lesser of (1) % of the total number of outstanding shares of our common stock on the last trading day in December in the prior year, (2) shares, or (3) such lesser number as determined by our board of directors. Any shares subject to awards granted under the 2020 Plan or the 2015 Plan that are not paid, delivered or exercised before they expire or are canceled or terminated, or otherwise fail to vest, as well as shares used to pay the purchase or exercise price of such awards or related tax withholding obligations, will become available for new award grants under the 2020 Plan. As of the date of this prospectus, no awards have been granted under the 2020 Plan, and the full number of shares authorized under the 2020 Plan is available for award purposes.

Awards under the 2020 Plan may be in the form of incentive or nonqualified stock options, stock appreciation rights, stock bonuses, restricted stock, stock units and other forms of awards including cash awards. Awards under the plan generally will not be transferable other than by will or the laws of descent and distribution, except that the plan administrator may authorize certain transfers.

Nonqualified and incentive stock options may not be granted at prices below the fair market value of the common stock on the date of grant. Incentive stock options must have an exercise price that is at least equal to the fair market value of our common stock, or 110% of fair market value of our common stock or incentive stock option grants to any 10% owner of our common stock, on the date of grant. The maximum term of options and stock appreciation rights granted under the plan is 10 years. These and other awards may also be issued solely or in part for services. Awards are generally paid in cash or shares of our common stock. The plan administrator may provide for the deferred payment of awards and may determine the terms applicable to deferrals.

As is customary in incentive plans of this nature, the number and type of shares available under the 2020 Plan and any outstanding awards, as well as the exercise or purchase prices of awards, will be subject to adjustment in the event of certain reorganizations, mergers, combinations, recapitalizations, stock splits, stock dividends or other similar events that change the number or kind of shares outstanding, and extraordinary dividends or distributions of property to the stockholders. In no case (except due to an adjustment referred to above or any repricing that may be approved by our stockholders) will any adjustment be made to a stock option or stock appreciation right award under the 2020 Plan (by amendment, cancellation and regrant, exchange or other means) that would constitute a repricing of the per-share exercise or base price of the award.

Generally, and subject to limited exceptions set forth in the 2020 Plan, if we dissolve or undergo certain corporate transactions such as a merger, business combination or other reorganization, or a sale of all or substantially all of our assets, all awards then-outstanding under the 2020 Plan will become fully vested or paid, as applicable, and will terminate or be terminated in such circumstances, unless the plan administrator provides for the assumption, substitution or other continuation of the award.

The plan administrator also has the discretion to establish other change in control provisions with respect to awards granted under the 2020 Plan. For example, the administrator could provide for the acceleration of vesting or payment of an award in connection with a corporate event that is not described above and provide that any such acceleration shall be automatic upon the occurrence of any such event.

Our board of directors may amend or terminate the 2020 Plan at any time, but no such action will affect any outstanding award in any manner materially adverse to a participant without the consent of the participant. Plan amendments will be submitted to stockholders for their approval as required by applicable law or any applicable listing agency. The 2020 Plan is not exclusive—our board of directors and compensation committee may grant stock and performance incentives or other compensation, in stock or cash, under other plans or authority.

The plan will terminate on , 2030. However, the plan administrator will retain its authority until all outstanding awards are exercised or terminated.

2020 Employee Stock Purchase Plan

We expect our board of directors to adopt a 2020 Employee Stock Purchase Plan, or the ESPP, prior to the consummation of this offering to provide an additional means to attract, motivate, retain and reward employees and other eligible persons by allowing them to purchase additional shares of our common stock. We also intend to obtain approval of this plan from our stockholders prior to the consummation of this offering. The below summary of the ESPP is what we currently expect the terms of the plan will be. The ESPP will become effective immediately upon the signing of the underwriting agreement for this offering.

The ESPP is designed to allow our eligible employees and the eligible employees of our participating subsidiaries to purchase shares of our common stock, at semi-annual intervals, with their accumulated payroll deductions. The ESPP will be administered by a committee appointed by our board of directors.

Share Reserve. A total of shares of our common stock will initially be available for issuance under the ESPP. The share limit will automatically increase on the first trading day in January of each year by an amount equal to lesser of (1) % of the total number of outstanding shares of our common stock on the last trading day in December in the prior year, (2) shares, or (3) such lesser number as determined by our board of directors.

Offering Periods. The ESPP will have a series of successive six-month offering periods with a new offering period beginning on the first business day of and each year and ending on the last business day of the immediately following or , respectively. However, the initial offering period will begin on the first business day of and end on the last business day of . The ESPP provides flexibility for the plan administrator to establish, in advance of a particular offering period, a different duration for that offering period or for that offering period to consist of one or more purchase periods.

Eligible Employees. Individuals scheduled to work more than 20 hours per week for more than five calendar months per year may join an offering period on the start date of that period. Employees may participate in only one offering period at a time.

Payroll deductions. A participant may contribute up to 15% of his or her cash earnings through payroll deductions, and the accumulated deductions will be applied to the purchase of shares on each semi-annual purchase date. Unless otherwise provided in advance by the administrator, the purchase price per share will be equal to 85% of the fair market value per share on the start date of the offering

period or, if lower, 85% of the fair market value per share on the semi-annual purchase date. In no event may any participant purchase more than shares on any purchase date.

Change in Control. If we are acquired by merger or sale of all or substantially all of our assets or more than 50% of our voting securities, then all outstanding purchase rights will automatically be exercised on or prior to the effective date of the acquisition, unless the plan administrator provides for the rights to be settled in cash or exchanged or substituted on the transaction. Unless otherwise provided in advance by the plan administrator, the purchase price will be equal to 85% of the market value per share on the start date of the offering period in which the acquisition occurs or, if lower, 85% of the fair market value per share on the purchase date.

Other plan provisions. No new offering periods will commence on or after , 2030. The board of directors may at any time amend, suspend or discontinue the ESPP. However, certain amendments may require stockholder approval.

Defined Contribution Plans

As part of our overall compensation program, we provide all full-time employees, including our NEOs, with the opportunity to participate in a defined contribution 401(k) plan. Our 401(k) plan is intended to qualify under Section 401 of the Internal Revenue Code so that employee contributions and income earned on such contributions are not taxable to employees until withdrawn. Employees may elect to defer a percentage of their eligible compensation (not to exceed the statutorily prescribed annual limit) in the form of elective deferral contributions to our 401(k) plan. Our 401(k) plan also has a “catch-up contribution” feature for employees aged 50 or older (including those who qualify as “highly compensated” employees) who can defer amounts over the statutory limit that applies to all other employees. We also make a safe harbor non-elective contributions to each employee’s account under the plan equal to 3% of the employee’s eligible compensation.

PRINCIPAL STOCKHOLDERS

The following provides certain information regarding the beneficial ownership of our common stock as of June 17, 2020, and as adjusted to reflect the sale of common stock offered by us in this offering with respect to:

- each person known by us to beneficially own 5% or more of the outstanding shares of our common stock;
- each member of our board of directors upon the consummation of this offering;
- all of our current directors and executive officers as a group; and
- the members of our board of directors upon the consummation of this offering and our executive officers as a group.

Unless otherwise noted below, the address of each beneficial owner listed in the table below is 6000 Shoreline Court, Suite 102, South San Francisco, CA 94080.

We have determined beneficial ownership in accordance with the rules of the SEC. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that each person or entity named in the table below has sole voting and investment power with respect to all shares of common stock that he, she or it beneficially owns, subject to applicable community property laws.

Beneficial ownership and applicable percentage of beneficial ownership prior to this offering is based on 62,195,357 shares of common stock outstanding as of June 17, 2020 assuming the conversion of all outstanding shares of redeemable convertible preferred stock into shares of common stock, including the 27,066,206 shares of our Series B convertible preferred stock we expect to issue in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, and the exercise of all options vested and exercisable within 60 days of such date. Beneficial ownership and applicable percentage ownership after this offering is based on shares of common stock to be outstanding after this offering, after giving effect to the issuance of shares of our common stock that we expect to be sold in this offering and the exercise of all options vested and exercisable within 60 days after this offering.

Name of Beneficial Owner	Shares of Common Stock Beneficially Owned Before Offering		Shares of Common Stock Beneficially Owned After Offering Assuming No Exercise of the Underwriters' Option		Shares of Common Stock Beneficially Owned After Offering Assuming Full Exercise of the Underwriters' Option	
	Shares	%	Shares	%	Shares	%
5% Stockholders:						
Entities affiliated with RA Capital(1)	8,405,656	13.5%				
Entities affiliated with New Enterprise Associates(2)	8,281,752	13.3%				
Novo Holdings A/S(3)	8,281,751	13.3%				
S.R. One, Limited(4)	8,281,751	13.3%				
Samsara BioCapital, L.P.(5)	5,883,959	9.5%				
Entities affiliated with Deerfield(6)	5,253,534	8.4%				
LSP 6 Holding C.V.(7)	5,253,534	8.4%				
Dario Campana	5,000,000	8.0%				
Directors and Named Executive Officers:						
Tiba Aynechi(8)	–	*				
Fouad Azzam(9)	–	*				
Ali Behbahani(10)	–	*				
Michael Dybbs(11)	–	*				
Simeon George(12)	8,281,751	13.3%				
Paul Hastings(13)	1,030,583	1.7%				
Kanya Rajangam(14)	188,291	*				
Leone Patterson	–	*				
Matthew Plunkett(15)	237,063	*				
Zachary Scheiner(16)	–	*				
Laura Shawver	–	*				
All directors and executive officers as a group (13 persons)(17)	10,177,166	16.4%				

(*) Represents beneficial ownership of less than 1%.

(1) Consists of 5,339,208 shares held of record by RA Capital Healthcare Fund, L.P., 2,101,414 shares held of record by RA Capital Nexus Fund, L.P. and 965,034 shares held of record by Blackwell Partners LLC—Series A, including the issuance of 3,005,638 shares of Series B convertible preferred stock to RA Capital Healthcare Fund, L.P., 1,182,964 to RA Capital Nexus Fund, L.P., and 543,253 to Blackwell Partners LLC—Series A upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. RA Capital Management, L.P. is the investment manager for RA Capital Healthcare Fund, L.P., RA Capital Nexus Fund, L.P., and Blackwell Partners LLC—Series A. The general partner of RA Capital Management, L.P. is RA Capital Management GP, LLC, of which Dr. Peter Kolchinsky

and Mr. Rajeev Shah are the managing members. As such, RA Capital Management, L.P., RA Capital Management GP, LLC, Dr. Kolchinsky, and Mr. Shah may be deemed indirect beneficial owners of the shares held by RA Capital Healthcare Fund, L.P., RA Capital Nexus Fund, L.P., and Blackwell Partners LLC—Series A. RA Capital Management, L.P., RA Capital Management GP, LLC, Dr. Kolchinsky, and Mr. Shah expressly disclaim beneficial ownership over all shares held by RA Capital Healthcare Fund, L.P. and RA Capital Nexus Fund, L.P. except to the extent of their pecuniary interest therein, and disclaim any pecuniary interest in the shares held by Blackwell Partners LLC—Series A. The address for RA Capital Healthcare Fund, L.P. and RA Capital Nexus Fund, L.P. is 200 Berkeley Street, 18th Floor, Boston, MA 02116, and the address for Blackwell Partners LLC—Series A is 280 S. Magnum Street, Suite 210, Durham, NC 27701.

(2) Consists of 8,271,172 shares held of record by New Enterprise Associates 15, L.P. and 10,580 shares held of record by NEA Ventures 2016, L.P., including the issuance of 3,548,891 shares of Series B convertible preferred stock to New Enterprise Associates 15, L.P. upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. The shares directly held by New Enterprise Associates 15, L.P. (NEA 15) are indirectly held by NEA Partners 15, L.P. (Partners 15), which is the sole general partner of NEA 15; NEA 15 GP, LLC (NEA 15 LLC), which is the sole general partner of Partners 15; and each of the individual managers of NEA 15 LLC. The individual Managers of NEA 15 LLC (the "NEA 15 Managers") are Forest Baskett, Anthony A. Florence, Mohamad Makhzoumi, Joshua Makower, Scott D. Sandell, and Peter Sonsini. NEA Partners 15, NEA 15 LLC, and the NEA 15 Managers share voting and dispositive power with regard to the shares owned directly by NEA 15. The securities directly held by NEA Ventures 2016, L.P. ("Ven 2016") are indirectly held by Karen P. Welsh, the general partner of Ven 2016. All indirect holders of the above referenced shares disclaim beneficial ownership of all applicable shares except to the extent of their actual pecuniary interest therein. The address for New Enterprise Associates 15, L.P. and NEA Ventures 2016, L.P. is c/o New Enterprise Associates, Inc., 1954 Greenspring Drive, Suite 600, Timonium, Maryland 21093.

(3) Consists of 8,281,751 shares of common stock issuable upon conversion of the convertible preferred stock held by Novo Holdings A/S, or Novo, including the issuance of 3,548,891 shares of Series B convertible preferred stock to Novo upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. The board of directors of Novo, which is currently comprised of Jeppe Christiansen, Steen Riisgaard, Lars Rebien Sørensen, Jean-Luc Butel, Viviane Monges and Francis Cuss, has shared voting and investment power with respect to the shares held by Novo and may exercise such control only with the support of a majority of the members of the Novo board of directors. As such, no individual member of the Novo board of directors is deemed to hold any beneficial ownership or reportable pecuniary interest in the shares held by Novo. Dr. Aynechi, a member of our board of directors, is employed as a senior partner at Novo Ventures (US) Inc., which provides certain consultancy services to Novo, and Dr. Aynechi is not deemed to have beneficial ownership of the shares held by Novo. The address for Novo is Tuborg Havnevej 19, DK-2900 Hellerup, Denmark.

(4) Consists of 8,281,751 shares of common stock issuable upon conversion of preferred stock held by S.R. One, Limited, including the issuance of 3,548,891 shares of Series B convertible preferred stock to S.R. One, Limited upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. Dr. George, the chief executive officer of S.R. One Limited, is a member of our board of directors. The address of S.R. One, Limited is 161 Washington Street, Suite 500, Conshohocken, PA 19428.

(5) Consists of 5,883,959 shares owned by Samsara BioCapital, L.P., or Samsara LP, including the issuance of 3,312,299 shares of Series B convertible preferred stock to Samsara LP upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. The general partner of Samsara LP is Samsara BioCapital GP, LLC, or Samsara LLC. Voting and dispositive decisions with respect to the shares held by Samsara LP

are made by Dr. Srinivas Akkaraju, MD, Ph.D., a manager of Samsara GP LLC, and, accordingly, Dr. Akkaraju may be deemed to beneficially own the shares held by Samsara LP. The address of the principal business and office of Samsara LP and its affiliates is 628 Middlefield Road, Palo Alto, CA 94301.

(6) Consists of 2,626,767 shares held of record by Deerfield Private Design Fund IV, L.P. and 2,626,767 shares held of record by Deerfield Partners, L.P., including the issuance of 1,478,704 shares of Series B convertible preferred stock to Deerfield Special Situations Fund, L.P. and 1,478,704 to Deerfield Private Design Fund IV, L.P. upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. Deerfield Mgmt IV, L.P. is the general partner of Deerfield Private Design Fund IV, L.P. Deerfield Mgmt, L.P. is the general partner of Deerfield Partners, L.P. Deerfield Management Company, L.P. is the investment manager of each of Deerfield Private Design Fund IV, L.P. and Deerfield Partners, L.P. Mr. James E. Flynn is the sole member of the general partner of each of Deerfield Mgmt IV, L.P., Deerfield Mgmt, L.P. and Deerfield Management Company, L.P. Mr. Flynn, Deerfield Mgmt IV, L.P and Deerfield Management Company, L.P. may be deemed to beneficially own the shares held by Deerfield Private Design Fund IV, L.P. Mr. Flynn, Deerfield Mgmt, L.P. and Deerfield Management Company, L.P. may be deemed to beneficially own the shares held by Deerfield Partners, L.P. The address of each of Deerfield Private Design Fund IV, L.P. and Deerfield Special Situations Fund, L.P. is c/o Deerfield Management Company, L.P., 780 Third Avenue, 37th Floor, New York, New York 10017.

(7) Includes 2,957,409 shares of our Series B convertible preferred stock to be issued upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. LSP 6 Holding C.V. is a limited partnership according to Dutch law, registered with the Dutch Chamber of Commerce under number 75057085. The sole general partner of LSP 6 Holding C.V. is LSP 6 Management B.V., a limited liability company according to Dutch law, registered with the Dutch Chamber of Commerce under number 70869057. The individual directors of LSP 6 Management B.V. are Martijn Kleijwegt (Dutch), René Robert Kuijten (Dutch) and Joachim Günter Rothe (German). Two of these directors jointly can represent LSP 6 Management B.V. and as such have voting or dispositive control over the shares held by LSP 6 Holding C.V. The business address of both LSP 6 Holding C.V. and LSP 6 Management B.V. is Johannes Vermeerplein 9, (1071 DV) Amsterdam, the Netherlands.

(8) Dr. Aynechi is employed as a senior partner at Novo Ventures (US) Inc., which provides certain consultancy services to Novo Holdings A/S. Dr. Aynechi does not have any voting or dispositive control over the shares held by Novo Holdings A/S referenced in footnote 3 above.

(9) Dr. Azzam is affiliated with LSP 6 Holding C.V. Dr. Azzam does not have individual voting or dispositive control over the shares held by LSP 6 Holding C.V. referenced in footnote 7 above.

(10) Dr. Behbahani is affiliated with New Enterprise Associates. Dr. Behbahani does not have voting or dispositive control over the shares held by the entities affiliated with New Enterprise Associates referenced in footnote 2 above.

(11) Dr. Dybbs is a manager of Samsara GP LLC, however he does not have or share voting or dispositive power over the shares held by Samsara LP.

(12) Consists of 8,281,751 shares of common stock issuable upon conversion of preferred stock held by S.R. One, Limited., including the issuance of 3,548,891 shares of Series B convertible preferred stock to S.R. One, Limited upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. Dr. George, the chief executive officer of S.R. One Limited, may be deemed to beneficially own the shares held by S.R. One, Limited.

(13) Consists of 936,333 common shares and 94,250 shares issuable pursuant to outstanding options to purchase our common stock which are exercisable within 60 days of April 30, 2020.

(14) Consists of 188,291 shares issuable pursuant to outstanding options to purchase our common stock which are exercisable within 60 days of April 30, 2020.

(15) Consists of 138,750 common shares and 98,313 shares issuable pursuant to outstanding options to purchase our common stock which are exercisable within 60 days of April 30, 2020.

(16) Dr. Scheiner is employed as a principal at RA Capital Management, L.P. Dr. Scheiner does not have individual voting or dispositive control over the shares held by RA Capital referenced in footnote 1 above.

(17) Consists of 10,177,166 common shares and 547,166 shares issuable to our current directors and executive officers pursuant to outstanding options to purchase our common stock which are exercisable within 60 days of June 17, 2020, including the issuance of 3,548,891 shares of Series B convertible preferred stock to S.R. One, Limited upon the expected closing of the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a summary of transactions since January 1, 2017, to which we were or are a party in which the amount involved exceeded or exceeds $120,000 and in which any of our directors, executive officers, holders of more than 5% of any class of our voting securities or any member of the immediate family of, or person sharing the household with, any of the foregoing persons, had or will have a direct or indirect material interest, other than compensation arrangements with directors and executive officers, which are described under “Executive Compensation” and “Management— Non-Employee Director Compensation.”

Series A Convertible Preferred Stock Financing

In December 2017, we issued an aggregate of 6,170,349 shares of our Series A convertible preferred stock at a price per share of $2.069. The shares of Series A convertible preferred stock will convert into an equivalent number of shares of common stock immediately prior to the completion of this offering. See the section titled “Principal Stockholders” for more details regarding the shares held by certain of these entities. The table below sets forth the number of shares of Series A convertible preferred stock sold to our directors, executive officers or holders of more than 5% of any class of our capital stock since July 2015:

Name	Number of Shares of Series A Convertible Preferred Stock	Aggregate Purchase Price($)
Battersea Biotech, LLC(1)	5,877,716	$ 11,328,802.74
Glaxo Group Limited(2)	292,633	$ 514,640.41

(1) Tiba Aynechi, one of our directors, was the Manager and a director of Battersea Biotech, LLC that was dissolved on December 31, 2017, and for which S.R. One Limited acted as the liquidator. In connection with the dissolution, 5,877,716 shares of Series A convertible preferred stock held by Battersea Biotech, LLC were distributed to Novo Holdings A/S, S.R. One, Limited, New Enterprise Associates 15, L.P., NEA Ventures 2016, L.P., John Nehra Revocable Trust UAD 9/23/09, and WS Investment Company LLC (2015A).

(2) Glaxo Group Limited is an indirect wholly owned subsidiary of GlaxoSmithKline plc, which beneficially owns the shares held by Glaxo Group Limited. S.R. One, Limited is an indirect, wholly owned subsidiary of GlaxoSmithKline plc. Simeon George is the chief executive officer of S.R. One, Limited and a member of our board of directors.

Series B Convertible Preferred Stock Financing

From August 2019 to October 2019, we issued an aggregate of 21,113,624 shares of our Series B convertible preferred stock at a price per share of $2.37935 in the first tranche of our Series B convertible preferred stock financing. The shares of Series B convertible preferred stock will convert into an equivalent number of shares of common stock immediately prior to the completion of this offering. The table below sets forth the number of shares of Series B convertible preferred stock sold to our directors, executive officers or holders of more than 5% of any class of our capital stock since July 2015:

Name	Number of Shares of First Tranche Series B Convertible Preferred Stock	Aggregate Purchase Price($)
Samsara BioCapital, L.P.(1)	2,571,660	6,118,879.23
Novo Holdings A/S(2)	2,788,512	6,634,847.80
S.R. One, Limited(3)	2,788,512	6,634,847.80
New Enterprise Associates 15, L.P.(4)	2,788,512	6,634,847.80
Entities affiliated with RA Capital(5)	3,673,801	8,741,258.42
Entities affiliated with Deerfield.(6)	2,296,126	5,463,287.40
John Nehra Revocable Trust(7)	36,738	87,412.57
LSP 6 Holding C.V.(8)	2,296,125	5,463,285.02

(1) Michael Dybbs, a member of our board of directors, is a manager of Samsara BioCapital GP, LLC, the general partner of Samsara BioCapital, L.P. Samsara BioCapital L.P. is a holder of 5% or more of our capital stock.

(2) Tiba Aynechi, a member of our board of directors, is employed as a senior partner at Novo Ventures (US) Inc., which provides certain consultancy services to Novo Holdings A/S. Dr. Aynechi does not have any voting or dispositive control over the shares held by Novo Holdings A/S. Novo Holdings A/S is a holder of 5% or more of our capital stock.

(3) Simeon George, a member of our board of directors, is the chief executive officer of S.R. One, Limited. S.R. One, Limited is a holder of 5% or more of our capital stock.

(4) Ali Behbahani, a member of our board of directors, is a general partner at New Enterprise Associates. New Enterprise Associates 15, L.P. is a holder of 5% or more of our capital stock. Dr. Behbahani has no voting or dispositive power over any of the shares held directly by New Enterprise Associates 15, L.P.

(5) Affiliates of RA Capital holding our securities whose shares are aggregated for purposes of reporting share ownership information are RA Capital Healthcare Fund, L.P., RA Capital Nexus Fund, L.P., and Blackwell Partners LLC – Series A, and they collectively hold 5% or more of our capital stock. Zachary Scheiner, a member of our board of directors, is a principal at RA Capital Management, L.P.

(6) Consists of 1,148,063 shares held by Deerfield Partners, L.P. (which were transferred from Deerfield Special Situations Fund, L.P. on January 1, 2020) and 1,148,063 shares held by Deerfield Private Design Fund IV, L.P. Shares held by entities affiliated with Deerfield Management Company, L.P. holding our securities are aggregated for the sole purpose of reporting share ownership information herein. In aggregate, such entities hold 5% or more of our capital stock.

(7) John Nehra, a beneficiary of the John Nehra Trust. is a former general partner and current special retired partner at New Enterprise Associates. New Enterprise Associates 15, L.P. is a holder of 5% or more of our capital stock. New Enterprise Associates 15, L.P. is a holder of 5% or more of our capital stock.

(8) Fouad Azzam, a member of our board of directors, is a general partner at Life Sciences Partner (LSP). LSP 6 Holding C.V. is a holder of 5% or more of our capital stock.

On June 17, 2020, the holders of at least one-third of our Series B convertible preferred stock then outstanding elected in writing to waive the condition that a certain milestone related to the submission of an IND for our NKX019 product candidate be achieved in order for us to complete the second tranche of this financing, and we anticipate the second tranche to close on or around July 1, 2020. The closing of the second tranche is subject to customary closing conditions. The table below sets forth the number of shares of Series B convertible preferred stock we anticipate to be sold to our directors, executive officers or holders of more than 5% of any class of our capital stock on or around July 1, 2020:

Name	Number of Shares of Second Tranche Series B Convertible Preferred stock	Aggregate Purchase Price ($)
Samsara BioCapital, L.P.(1)	3,312,299	7,881,118.63
Novo Holdings A/S(2)	3,548,891	8,444,053.80
S.R. One, Limited(3)	3,548,891	8,444,053.80
New Enterprise Associates 15, L.P.(4)	3,548,891	8,444,053.80
Entities affiliated with RA Capital(5)	4,731,855	11,258,739.19
Entities affiliated with Deerfield.(6)	2,957,408	7,036,708.72
John Nehra Revocable Trust(7)	47,318	112,586.08
LSP 6 Holding C.V.(8)	2,957,409	7,036,711.10
Amgen Ventures LLC	709,778	1,688,810.28
Emerson Collective Investments, LLC	1,182,963	2,814,683.01
Logos Opportunities Fund I, L.P.	473,185	1,125,872. 73
WS Investment Company, LLC (2019A)	47,318	112,586.08

(1) Michael Dybbs, a member of our board of directors, is a manager of Samsara BioCapltal GP, LLC, the general partner of Samsara BioCapital, L.P. Samsara BioCapltal L.P. is a holder of 5% or more of our capital stock.

(2) Tiba Aynechi, a member of our board of directors, is employed as a senior partner at Novo Ventures (US) Inc., which provides certain consultancy services to Novo Holdings A/S. Dr. Aynechi does not have any voting or dispositive control over the shares held by Novo Holdings A/S. Novo Holdings A/S is a holder of 5% or more of our capital stock.

(3) Simeon George, a member of our board of directors, is the chief executive officer of S.R. One, Limited. S.R. One, Limited is a holder of 5% or more of our capital stock.

(4) Ali Behbahani, a member of our board of directors, is a general partner at New Enterprise Associates. New Enterprise Associates 15, L.P. is a holder of 5% or more of our capital stock. Dr. Behbahani has no voting or dispositive power over any of the shares held directly by New Enterprise Associates 15, L.P.

(5) Affiliates of RA Capital holding our securities whose shares are aggregated for purposes of reporting share ownership Information are RA Capital Healthcare Fund, L.P., RA Capital Nexus Fund, L.P., and Blackwell Partners LLC – Series A, and they collectively hold 5% or more of our capital stock. Zachary Scheiner, a member of our board of directors, is a principal at RA Capital Management, L.P.

(6) Shares held by entities affiliated with Deerfield Management company, L.P. holding our securities are aggregated for the sole purpose of reporting share ownership Information herein. In aggregate, such entitles hold 5% or more of our capital stock.

(7) John Nehra, a beneficiary of the John Nehra Trust. is a former general partner and current special retired partner at New Enterprise Associates. New Enterprise Associates 15, L.P. is a holder of 5% or more of our capital stock. New Enterprise Associates 15, L.P. is a holder of 5% or more of our capital stock.

(8) Fouad Azzam, a member of our board of directors, is a general partner at Life Sciences Partner (LSP). LSP 6 Holding C.V. is a holder of 5% or more of our capital stock.

Investors' Rights Agreement

We have entered into an investors rights agreement with certain holders of our convertible preferred stock, including the stockholders with which certain of our directors are affiliated. As of May 31, 2020, the holders of 54,350,179 shares of our common stock, including the shares of common stock issuable upon the conversion of our convertible preferred stock after giving effect to the expected closing of the second tranche of our Series B convertible preferred stock financing, anticipated to occur on or around July 1, 2020, are entitled to rights with respect to the registration of their shares under the Securities Act pursuant to the investors right agreement. For a description of these registration rights, see "Description of Capital Stock—Registration Rights."

Voting Agreement

We are party to a voting agreement under which certain holders of our capital stock, including entities with which certain of our directors are affiliated, have agreed to vote their shares in a certain way on certain matters, including with respect to the election of directors, and certain holders have the right to have a designated representative present at meetings of our board of directors. Upon the completion of this offering, the voting agreement will terminate and none of our stockholders will have any special rights regarding the election or designation of members of our board of directors or the voting of our capital stock.

Indemnification of Officers and Directors

Our Certificate of Incorporation and Bylaws indemnify our directors and officers to the full extent permitted by the DGCL. For further information, see the section entitled "Description of Capital Stock—Indemnification and Limitations on Directors' Liability."

Review, Approval or Ratification of Transactions with Related Persons

The audit committee of our board of directors has the responsibility for reviewing and approving transactions with related parties. Our audit committee charter, effective upon the completion of this offering, provides that the audit committee shall review and approve in advance any related party transactions.

We have a formal written policy providing that our executive officers, directors, nominees for election as directors, beneficial owners of more than 5% of any class of our voting stock, and any member of the immediate family of any of the foregoing persons is not permitted to enter into a transaction with us without the consent of our audit committee, subject to the exceptions described below. In approving or rejecting any such proposal, our audit committee is to consider the relevant facts and circumstances available and deemed relevant to our audit committee, including whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related party's interest in the transaction. Our audit committee has determined that certain transactions will not require audit committee approval, including, but not limited to, certain employment arrangements of executive officers, director compensation, transactions where a related party's interest arises solely from the ownership of our common stock and all holders of our common stock received the same benefit on a pro rata basis, and other categories of transactions that may be identified by our audit committee from time to time as having no significant potential for an actual, or the appearance of, a conflict of interest or improper benefit to a related person.

DESCRIPTION OF CAPITAL STOCK

General

We plan to amend and restate our certificate of incorporation, or, as amended and restated, our Certificate of Incorporation and our by-laws, or as amended and restated, our By-laws in connection with the completion of this offering. Below is a summary of the material terms and provisions of our Certificate of Incorporation and our By-laws as expected to be in effect and affecting the rights of our stockholders upon the completion of this offering, as well as relevant provisions of Delaware law affecting the rights of our stockholders. This summary does not purport to be complete and is qualified in its entirety by the provisions of our Certificate of Incorporation, our By-laws and the Delaware General Corporation Law, or DGCL. Copies of our Certificate of Incorporation and By-laws have been or will be filed with the SEC as exhibits to the registration statement of which this prospectus forms a part.

Authorized Capital

Upon the completion of this offering, our authorized capital stock will consist of shares of common stock, par value $0.0001 per share and shares of preferred stock, par value $0.0001 per share.

As of May 31, 2020, there were 6,915,695 shares of our common stock outstanding, held by approximately 18 stockholders of record, 6,170,349 shares of our Series A convertible preferred stock outstanding, held by approximately 7 stockholders of record, and 48,179,830 shares of our Series B convertible preferred stock outstanding, held by approximately 15 stockholders of record including 27,066,206 shares of our Series B convertible preferred stock we expect to issue in the second tranche of our Series B convertible preferred stock financing on or around July 1, 2020. Assuming the conversion of the preferred stock owned by our existing stockholders outstanding as of May 31, 2020 and shares issued in the second tranche of our Series B convertible preferred stock financing into 54,350,179 shares of our common stock immediately upon effectiveness of our Certificate of Incorporation, there would have been 61,265,874 shares (not including 8,995,077 shares of common stock issuable upon the exercise of outstanding stock options since May 31, 2020 and unvested shares issued pursuant to the early exercise of stock options which are subject to potential forfeiture) of common stock outstanding, held by approximately stockholders of record and no shares of preferred stock outstanding.

In connection with this offering, we expect to consummate a -for- reverse stock split of our common stock.

Common Stock

Voting Rights. The holders of our common stock will be entitled to one vote per share on all matters submitted to a vote of stockholders; provided, however, that, except as otherwise required by law, holders of common stock, as such, shall not be entitled to vote on any amendment to our Certificate of Incorporation that relates solely to the terms of one or more outstanding series of preferred stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to our Certificate of Incorporation or the DGCL. Holders of our common stock will not have cumulative voting rights in the election of directors. Accordingly, the holders of a majority of the combined voting power of our common stock could, if they so choose, elect all the directors.

Dividend Rights. Holders of our common stock will be entitled to participate pro rata with holders of preferred stock with respect to dividends if, as and when declared by our board of directors, out of our legally available assets, in cash, property, shares of our common stock or other securities, after payments of dividends required to be paid on outstanding preferred stock, if any.

Liquidation Rights and Distributions in Connection with Mergers or Other Business Combinations. Upon our liquidation, dissolution or winding up, any business combination or a sale or disposition of all or substantially all of our assets, the assets legally available for distribution to our stockholders will be distributable ratably among the holders of the common stock, subject to prior satisfaction of all outstanding debts and other liabilities and the payment of liquidation preferences, if any, on any outstanding preferred stock.

Other Matters. Our Certificate of Incorporation does not entitle holders of our common stock to preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to our common stock. The common stock may not be subdivided or combined in any manner unless the conversion price of any other class that is convertible to common stock is increased or decreased, as applicable, in the same proportion. All outstanding shares of our common stock are, and the shares of common stock offered in this offering will be, fully paid and non-assessable.

Authorized but Unissued Preferred Stock

We have million shares of blank check preferred stock authorized for issuance by our Certificate of Incorporation. Unless required by law or by the rules and regulations of any stock exchange on which our common stock may be listed, the authorized shares of preferred stock will be available for issuance without further action by our stockholders. Our Certificate of Incorporation authorizes our board of directors to establish, from time to time, the number of shares to be included in each series of preferred stock, and to fix the designation, powers, privileges, preferences, and relative participating, optional or other rights, if any, of the shares of each series of preferred stock, and any of its qualifications, limitations or restrictions. Our board of directors is authorized to increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series of preferred stock then outstanding, without any further vote or action by the stockholders.

The issuance of preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the existence of unissued and unreserved common stock or preferred stock may enable our board of directors to issue shares to persons friendly to current management, which could render more difficult or discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise, and could thereby protect the continuity of our management and possibly deprive stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices.

Registration Rights

Upon the completion of this offering, the holders of approximately shares of our common stock, or their transferees, will be entitled to the registration rights set forth below with respect to the registration of the resale of such shares under the Securities Act. We refer to these shares as registrable securities. The holders of these registrable securities possess these registration rights pursuant to the terms of our investors' rights agreement by and among us and certain of our stockholders.

Demand registration rights. Upon the completion of this offering, the holders of registrable securities will be entitled to certain demand registration rights. At any time after 180 days following the completion of this offering, the holders of the majority of the registrable securities have the right to demand that we file a registration statement with respect to offerings of common stock, having an aggregate offering price, net of underwriter's discounts and expenses, of at least $5 million. We may postpone the filing of a registration statement once in a twelve-month period for up to 60 days if, in the good-faith judgment of our board of directors, such filing would be materially detrimental to us, and the

underwriters of an underwritten offering will have the right, subject to certain restrictions, to limit the number of shares registered by these holders for reasons relating to the marketing of the shares.

Piggyback registration rights. In connection with this offering, holders of registrable securities were entitled to, and the necessary percentage of holders waived, their rights to notice of this offering and to include their shares of registrable securities in this offering. If we propose to register any of our securities for public sale in another offering, the holders of registrable securities will be entitled to certain "piggyback" registration rights under the Investors' Rights Agreement allowing the holders to include their shares in such registration. However, this right does not apply to demand registrations, Form S-3 registrations, registrations on any form that does not permit secondary sales, and registrations relating to any of our employee benefit plans, the offer and sale of debt securities, or a corporate reorganization or other transaction under Rule 145 of the Securities Act. Subject to certain restrictions, the underwriters of any underwritten offering will have the right to limit the number of shares registered by these holders for reasons relating to the marketing of the shares, but not below 30% of the total number of shares included in the registration statement.

S-3 registration rights. After the completion of this offering, the holders of approximately 54,350,179 shares of registrable securities, including the shares of common stock issuable upon the conversion of our convertible preferred stock after giving effect to the expected closing of the second tranche of our Series B convertible preferred stock financing, anticipated to occur on or around July 1, 2020, will be entitled to certain Form S-3 registration rights. If we are eligible to file a registration statement on Form S-3, any holder of these registrable securities then outstanding can request that we register the offer and sale of their shares of our common stock on a registration statement on Form S-3 so long as the request covers securities the anticipated aggregate public offering price of which, before payment of underwriting discounts and commissions, is at least $1,000,000. These stockholders may make an unlimited number of requests for registration on a registration statement on Form S-3. However, we will not be required to effect a registration on Form S-3 if we have effected two such registrations within the twelve-month period preceding the date of the request and such registrations have been ordered or declared effective. Additionally, if our board of directors determines in its good-faith judgment that it would be seriously detrimental to us to effect such a registration, we have the right to defer such registration, not more than once in any twelve-month period, for a period of up to 60 days.

Registration expenses. Except for underwriting discounts, selling commissions, and stock transfer taxes, we will pay all expenses incurred by holders of shares registered in connection with the registrations described above, including fees and disbursements of our legal counsel for and the reasonable fees and disbursements of one legal counsel for the selling holders. However, subject to limited exceptions, we will not pay for any expenses of any demand or Form S-3 registration if the request is subsequently withdrawn by the holders or if the applicable proceeds requirement of a demand or Form S-3 registration is not met.

Expiration of registration rights. The registration rights described above will expire with respect to any particular holder of registrable securities on the earlier of (i) five years after the completion of this offering, (ii) when such stockholder is able to sell all of its registrable securities pursuant to Rule 144 of the Securities Act or a similar exemption in any 90-day period, or (iii) the closing of a deemed liquidation event, as defined in our Certificate of Incorporation.

Holders of substantially all of our registrable securities have signed agreements with the underwriters or us prohibiting the exercise of their registration rights for 180 days following the date of this prospectus. These agreements are described below under the section entitled "Underwriters."

Staggered Board

Our board of directors is divided into three classes. The directors in each class will serve for a three-year term with one class being elected each year by our stockholders. For more information on the classified board, see “Management—Board Composition and Election of Directors.” This system of electing and removing directors may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors.

Indemnification and Limitations on Directors’ Liability

Section 145 of the DGCL grants each Delaware corporation the power to indemnify any person who is or was a director, officer, employee or agent of a corporation, against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of serving or having served in any such capacity, if he or she acted in good faith in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. A Delaware corporation may similarly indemnify any such person in actions by or in the right of the corporation if he or she acted in good faith in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which the action was brought determines that, despite adjudication of liability, but in view of all of the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses which the Delaware Court of Chancery or other court shall deem proper.

Section 102(b)(7) of the DGCL enables a corporation in its certificate of incorporation, or an amendment thereto, to eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for violations of the director’s fiduciary duty as a director, except (i) for any breach of the director’s duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for director liability with respect to unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit. Our Certificate of Incorporation provides for such limitation of liability.

Our Certificate of Incorporation and By-laws indemnify our directors and officers to the full extent permitted by the DGCL and our Certificate of Incorporation also allows our board of directors to indemnify other employees. This indemnification extends to the payment of judgments in actions against officers and directors and to reimbursement of amounts paid in settlement of such claims or actions and may apply to judgments in favor of the corporation or amounts paid in settlement to the corporation. This indemnification also extends to the payment of attorneys’ fees and expenses of officers and directors in suits against them where the officer or director acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. This right of indemnification is not exclusive of any right to which the officer or director may be entitled as a matter of law and shall extend and apply to the estates of deceased officers and directors.

In addition to the indemnification required in our Certificate of Incorporation and By-laws, we have also entered into director indemnity agreements and officer indemnity agreements, which provide for

the indemnification of our directors and officers for all reasonable expenses and liabilities incurred in connection with any action or proceeding brought against them by reason of the fact that they are or were our agents.

We maintain a directors' and officers' insurance policy. The policy insures directors and officers against unindemnified losses arising from certain wrongful acts in their capacities as directors and officers and reimburses us for those losses for which we have lawfully indemnified the directors and officers. The policy contains various exclusions that are normal and customary for policies of this type.

We believe that the limitation of liability and indemnification provisions in our Certificate of Incorporation, By-laws director indemnity agreements and officer indemnity agreements are necessary to attract and retain qualified directors and officers. However, these provisions and agreements may discourage derivative litigation against directors and officers, even though an action, if successful, might benefit us and other stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers as required or allowed by these limitation of liability and indemnification provisions.

At present, there is no pending litigation or proceeding involving any of our directors, officers, employees or agents as to which indemnification is sought from us, nor are we aware of any threatened litigation or proceeding that may result in an indemnification claim.

Forum Selection Clause

Our Certificate of Incorporation provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for any stockholder (including any beneficial owner) to bring (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, or employees to us or to our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or our Certificate of Incorporation or By-laws, or (iv) any action asserting a claim governed by the internal affairs doctrine, will be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware); in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. This exclusive forum provision is intended to apply to claims arising under Delaware state law and is not intended to apply to claims brought pursuant to the Exchange Act or the Securities Act, or any other claim for which the federal courts have exclusive jurisdiction. This exclusive forum provision will not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder, and our stockholders will not be deemed to have waived our compliance with these laws, rules and regulations. Our Certificate of Incorporation further provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock is deemed to have notice of and consented to the foregoing provisions. See "Risk Factors—Risks Related to this Offering and Our Common Stock—Our Certificate of Incorporation includes a forum selection clause, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us."

Anti-Takeover Effects of Delaware Law, Our Certificate of Incorporation and Our By-laws

Certain provisions of Delaware law, our Certificate of Incorporation and our By-laws could make the acquisition of us more difficult and could delay, defer or prevent a tender offer or other takeover attempt that a stockholder might consider to be in its best interest, including takeover attempts that might result in the payment of a premium to stockholders over the market price for their shares. These provisions also may promote the continuity of our management by making it more difficult for a person to remove or change the incumbent members of our board of directors.

Authorized but Unissued Shares; Undesignated Preferred Stock. The authorized but unissued shares of our common stock will be available for future issuance without stockholder approval except as required by law or by any stock exchange on which our common stock may be listed. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, acquisitions and employee benefit plans. In addition, our board of directors may authorize, without stockholder approval, the issuance of up to million shares of preferred stock with voting rights or other rights or preferences designated from time to time by our board of directors. The existence of authorized but unissued shares of common stock or preferred stock may enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise.

No Cumulative Voting. Our Certificate of Incorporation provides that stockholders are not permitted to cumulate votes in the election of directors.

Special Meetings of Stockholders. Our Certificate of Incorporation and By-laws provide that special meetings of our stockholders may be called only by our board of directors, the Chairperson of our board of directors, our Chief Executive Officer or President, or by one or more of our stockholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

Stockholder Action by Written Consent. Pursuant to Section 228 of the DGCL, any action required to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless our certificate of incorporation provides otherwise. Our Certificate of Incorporation precludes stockholder action by written consent.

Advance Notice Requirements for Stockholder Proposals and Nomination of Directors. Our By-laws require stockholders seeking to bring business before an annual meeting of stockholders, or to nominate individuals for election as directors at an annual or special meeting of stockholders, to provide timely notice in writing. Our By-laws also specify requirements as to the form and content of a stockholder's notice. These provisions may preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our meetings of stockholders. These provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the potential acquirer's own slate of directors or otherwise attempting to obtain control of us.

Section 203 of the Delaware General Corporation Law. We are subject to Section 203 of the DGCL, which provides that, subject to certain stated exceptions, a corporation may not engage in a business combination with any "interested stockholder" (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

- prior to such time the board of directors of the corporation approved either the business combination or transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding shares owned by persons who are directors and also officers and employee stock plans in which participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer;

- at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent; or
- by the affirmative vote of 66⅔% of the outstanding voting stock which is not owned by the interested stockholder.

An “interested stockholder” is any person (other than the corporation and any direct or indirect majority-owned subsidiary) who owns 15% or more of the outstanding voting stock of the corporation or is an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of the corporation at any time within the three-year period immediately prior to the date of determination, and the affiliates and associates of such person.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be Philadelphia Stock Transfer, Inc. The transfer agent’s address is 2320 Haverford Rd., Suite 230, Ardmore, PA 19003.

Listing

We intend to apply to list our common stock on the Nasdaq Global Market under the symbol “NKTX.”

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for shares of our common stock. Future sales of shares of our common stock in the public market after this offering, and the availability of shares for future sale, could adversely affect the market prices prevailing from time to time. As described below, only a limited number of shares of common stock will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nonetheless, sales of substantial amounts of our common stock in the future, or the perception that these sales could occur, could adversely affect prevailing market prices for our common stock and could impair our future ability to raise equity capital.

Immediately prior to the completion of this offering, all outstanding shares of preferred stock, including the shares expected to be issued in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, will be converted into 54,350,179 shares of our common stock, and upon the completion of this offering, a total of shares of common stock will be outstanding (which includes 8,995,077 shares of common stock issuable upon the exercise of outstanding stock options since May 31, 2020), assuming the underwriters do not exercise their option to purchase additional shares. Of these shares, shares of common stock sold in this offering will be freely tradable in the public market without restriction or further registration under the Securities Act, unless these shares are held by "affiliates," as that term is defined in Rule 144 under the Securities Act.

The remaining outstanding shares of our common stock will be deemed "restricted securities" as that term is defined under Rule 144. Restricted securities may be sold in the public market only if their offer and sale is registered under the Securities Act or if the offer and sale of those securities qualify for an exemption from registration, including exemptions provided by Rules 144 and 701 under the Securities Act, which are summarized below.

As a result of the lock-up agreements and market stand-off provisions described below and the provisions of Rules 144 or 701, and assuming no exercise of the underwriters' option to purchase additional shares, the shares of our common stock that will be deemed "restricted securities" will be available for sale in the public market following the completion of this offering as follows:

Date	Number of Shares
On the date of this prospectus (consisting of the shares sold in this offering)	
Beginning 180 days after the date of this prospectus	

Lock-up Agreements

We and all of our directors and officers, and the holders of substantially all of our outstanding securities, have agreed with the underwriters that, for a period of 180 days following the date of this prospectus, subject to certain exceptions, we and they will not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of or hedge any of our shares of common stock, or any options or warrants to purchase any shares of our common stock, or any securities convertible into, or exchangeable for or that represent the right to receive shares of our common stock. Cowen and Company, LLC, in its sole discretion, may at any time release all or any portion of the shares from the restrictions in such agreements.

The lock-up agreements do not contain any pre-established conditions to the waiver by the representative of the underwriters on behalf of the underwriters of any terms of the lock-up
agreements. Any determination to release shares subject to the lock-up agreements would be based

on a number of factors at the time of determination, including but not necessarily limited to the market price of the common stock, the liquidity of the trading market for the common stock, general market conditions, the number of shares proposed to be sold and the timing, purpose and terms of the proposed sale.

Rule 144

In general, a person who has beneficially owned restricted shares of our common stock for at least six months would be entitled to sell their securities provided that (1) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale, (2) we have been subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale and (3) we are current in our Exchange Act reporting at the time of sale.

Persons who have beneficially owned restricted shares of our common stock for at least six months, but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after the completion of this offering (calculated on the basis of the assumptions described above and assuming no exercise of the underwriters' option to purchase additional shares and no exercise of outstanding options); and
- the average weekly trading volume of our common stock on the Nasdaq Global Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Such sales by affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

In general, under Rule 701 a person who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been one of our affiliates during the immediately preceding 90 days may sell these shares in reliance upon Rule 144, but without being required to comply with the notice, manner of sale, public information requirements or volume limitation provisions of Rule 144. Rule 701 also permits affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. All holders of Rule 701 shares, however, are required to wait until 90 days after the date of this prospectus before selling such shares pursuant to Rule 701, subject to lock-up agreements as described above.

Registration Statement on Form S-8

We intend to file a registration statement on Form S-8, which will become effective immediately upon filing, under the Securities Act to register all of the shares of common stock issuable under our outstanding options or reserved for issuance under our compensatory stock plans. Shares covered by the Form S-8 will then be eligible for sale in the public markets, subject to vesting restrictions, any applicable lock-up agreements described below and Rule 144 limitations applicable to affiliates. All shares of our common stock will be subject to the lock-up agreements or market stand-off provisions described below.

Market Stand-Off Provisions

Our investors' rights agreement with our founders and holders of our redeemable convertible preferred stock contains a market stand-off provision prohibiting our founders and these stockholders

from directly or indirectly selling, offering to sell, contracting to sell, granting any option to purchase or otherwise transferring or disposing of any Company securities for a period of up to 180 days following the effective date of the registration statement relating to this offering, subject to certain conditions. The foregoing prohibition does not apply to shares of Common Stock acquired by any of the following in this offering or in market transactions after the date of this offering: .

Registration Rights

Upon the completion of this offering, and the conversion of all outstanding shares of our convertible preferred stock, including the 27,066,206 shares of our Series B convertible preferred stock we expect to issue in the second tranche of our Series B convertible preferred stock financing anticipated to close on or around July 1, 2020, into shares of our common stock, the holders of an aggregate of shares of our common stock, or their transferees, will be entitled to rights with respect to the registration of their shares of common stock under the Securities Act. Registration of these shares under the Securities Act will result in these shares becoming freely tradable immediately upon the effectiveness of such registration, subject to the restrictions of Rule 144 and the lock-up agreements. For a further description of these rights, see the section entitled “Description of Capital Stock—Registration Rights.”

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following discussion is a summary of the material U.S. federal income tax considerations to you if you are a non-U.S. Holder (as defined below) with respect to the purchase, ownership and disposition of common stock issued pursuant to this offering, but it does not purport to be a complete analysis of all potential tax effects that may apply to you. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or non-U.S. tax laws are not discussed. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended, or the Code, existing and proposed U.S. Treasury regulations promulgated thereunder, published administrative rulings and judicial decisions, all as in effect as of the date of this prospectus. These laws are subject to change and to differing interpretation, possibly with retroactive effect. Any change or differing interpretation could alter the tax consequences described in this prospectus. We have not sought and do not currently intend to seek any ruling from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position regarding the tax consequences of the purchase, ownership and disposition of the common stock.

We assume in this discussion that you hold your common stock as a “capital asset” within the meaning of section 1221 of the Code. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to you in light of your particular circumstances, including the impact of the alternative minimum tax or the unearned income Medicare contribution tax. In addition, this discussion also does not address the special tax rules applicable to particular non-U.S. holders, including, without limitation:

- tax-exempt organizations or governmental organizations;
- brokers, dealers or traders in securities;
- banks, insurance companies and other financial institutions;
- persons that hold our common stock as part of a hedging or conversion transaction or as part of a short-sale or straddle;
- controlled foreign corporations, passive foreign investment companies and companies that accumulate earnings to avoid U.S. federal income tax;
- partnerships or other entities treated as partnerships for U.S. federal income tax purposes (and investors therein);
- taxpayers who have elected mark-to-market accounting;
- persons that receive common stock as compensation for the performance of services; and
- U.S. expatriates and certain former citizens or long-term residents of the United States.

In general, a non-U.S. holder means a beneficial owner of our common stock (other than a partnership or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that, for U.S. federal income tax purposes, is not:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation) created or organized under the laws of the United States or of any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust if (1) a U.S. court can exercise primary supervision over the trust’s administration and one or more U.S. persons have the authority to control all of the trust’s substantial decisions or (2) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If a partnership (or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner in such partnership will generally depend on the status of the partner and the activities of the partnership. If you are a partner or partnership holding our common stock, you should consult your own tax advisor regarding the tax consequences of the purchase, ownership and disposition of our common stock.

You should consult your own tax advisors with respect to the U.S. federal, state, local and non-U.S. income and other tax consequences of the purchase, ownership and disposition of our common stock.

Distributions on Our Common Stock

Distributions, if any, on our common stock will generally constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated first as reducing your adjusted basis in your common stock, and, to the extent it exceeds such adjusted basis, as capital gain from the sale or exchange of such common stock.

Subject to the discussion below regarding backup withholding and FATCA, dividends paid to you on our common stock that are not effectively connected with the conduct of a trade or business within the United States will generally be subject to withholding of U.S. federal income tax at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty).

You will be entitled to a reduction in or an exemption from withholding on dividends either (a) as a result of an applicable income tax treaty or (b) because you hold our common stock in connection with the conduct of a trade or business within the United States and those dividends are effectively connected with that trade or business. To claim such a reduction in or exemption from withholding, you must provide the applicable withholding agent with a properly executed (a) IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) claiming an exemption from or reduction of the withholding tax under the benefit of an income tax treaty between the United States and the country in which you reside or are established, or (b) IRS Form W-8ECI stating that the dividends are not subject to withholding tax because they are effectively connected with the conduct of a trade or business within the United States, as may be applicable. These certifications must be provided to the applicable withholding agent prior to the payment of dividends and must be updated periodically. If you do not timely provide the applicable withholding agent with the required certification, but otherwise qualify for a reduced rate under an applicable income tax treaty, you may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

If dividends paid to you are effectively connected with your conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, you maintain a permanent establishment in the United States to which such dividends are attributable), then, although exempt from U.S. federal withholding tax (provided that you provide appropriate certification, as described above), you will be subject to U.S. federal income tax on such dividends on a net income basis at the regular graduated U.S. federal income tax rates. In addition, if you are a corporation, you may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on your effectively connected earnings and profits for the taxable year that are attributable to such dividends, as adjusted for certain items.

You are urged to consult your tax advisor regarding your entitlement to benefits under a relevant income tax treaty.

Sale, Exchange or Other Taxable Disposition of Our Common Stock

You will generally not be subject to U.S. federal income tax or withholding tax (subject to the discussions below on backup withholding and FATCA) on any gain realized upon your sale, exchange or other taxable disposition of shares of our common stock unless:

- the gain is effectively connected with your conduct of a U.S. trade or business and, if an applicable income tax treaty so provides, is attributable to a permanent establishment or a fixed base maintained by you, in which case, you will generally be taxed on a net income basis at the graduated U.S. federal income tax rates applicable to U.S. persons, and, if you are a foreign corporation, the branch profits tax described above in "Distributions on Our Common Stock" may also apply;
- you are an individual that is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met, in which case, you will generally be subject to a 30% tax on the net gain derived from the disposition, which may be offset by U.S. source capital losses realized during the same taxable year, if any; or
- we are, or have been, at any time during the five-year period preceding such disposition (or your holding period, if shorter) a "U.S. real property holding corporation" for U.S. federal income tax purposes, unless (1) our common stock is regularly traded on an established securities market and (2) you hold no more than 5% of our outstanding common stock, directly or indirectly, actually or constructively. Although there can be no assurance, we believe that we are not currently, and do not anticipate becoming, a U.S. real property holding corporation.

Foreign Accounts Tax Compliance Act

Under the provisions of the Code referred to as FATCA, U.S. withholding tax may also apply to certain types of payments made to "foreign financial institutions," as specially defined under such rules, and certain other non-U.S. entities. The legislation imposes a 30% withholding tax on dividends on our common stock paid to a foreign financial institution or to a foreign non-financial entity, unless (1) the foreign financial institution undertakes certain diligence and reporting obligations or (2) the foreign non-financial entity either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner. In addition, if the payee is a foreign financial institution, it must enter into an agreement with the U.S. Treasury or, in the case of a foreign financial institution in a jurisdiction that has entered into an intergovernmental agreement with the United States, complies with the requirements of such agreement. You should consult your tax advisor regarding FATCA.

Backup Withholding and Information Reporting

We must report annually to the IRS and to you the gross amount of the dividends on our common stock paid to you and the tax withheld, if any, with respect to such dividends. You will have to comply with specific certification procedures to establish that you are not a U.S. person, as defined for U.S. federal income tax purposes, in order to avoid backup withholding at the applicable rate with respect to dividends on our common stock and certain other types of payments.

Information reporting and backup withholding will generally apply to the proceeds of your disposition of our common stock effected by or through the U.S. office of any broker, U.S. or foreign, unless you certify your status as a non-U.S. holder and satisfy certain other requirements, or otherwise establish an exemption. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to you where the transaction is effected outside the United States through a non-U.S. office of a broker. However, dispositions effected through a non-U.S. office of a broker deriving more than a specified percentage of its income from U.S. sources or having certain other connections to the United States will generally be subject to information reporting, unless you certify your status as a non-U.S. holder and satisfy certain other requirements, or otherwise establish

an exemption. You should consult your own tax advisors regarding the application of the information reporting and backup withholding rules to you. Copies of information returns may be made available to the tax authorities of the country in which you reside or are incorporated under the provisions of a specific treaty or agreement.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to you may be allowed as a credit against your U.S. federal income tax liability, if any, and may entitle you to a refund, provided that the required information is timely furnished to the IRS.

UNDERWRITING

We and the underwriters for the offering named below have entered into an underwriting agreement with respect to the common stock being offered. Subject to the terms and conditions of the underwriting agreement, each underwriter has severally agreed to purchase from us the number of shares of our common stock set forth opposite its name below. Cowen and Company, LLC, Evercore Group L.L.C, and Stifel, Nicolaus & Company, Incorporated are the representatives of the underwriters.

Underwriter	Number of Shares
Cowen and Company, LLC	
Evercore Group L.L.C.	
Stifel, Nicolaus & Company, Incorporated	
Mizuho Securities USA LLC	
Total	

The underwriting agreement provides that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters have agreed, severally and not jointly, to purchase all of the shares sold under the underwriting agreement if any of these shares are purchased, other than those shares covered by the overallotment option described below. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated.

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act of 1933, as amended, and to contribute to payments the underwriters may be required to make in respect thereof.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Overallotment Option to Purchase Additional Shares. We have granted to the underwriters an option to purchase up to 15% of the offering additional shares of common stock at the public offering price, less the underwriting discount. This option is exercisable for a period of 30 days. The underwriters may exercise this option solely for the purpose of covering overallotments, if any, made in connection with the sale of common stock offered hereby. To the extent that the underwriters exercise this option, the underwriters will purchase additional shares from us in approximately the same proportion as shown in the table above.

Discounts and Commissions. The following table shows the public offering price, underwriting discount and commissions and proceeds, before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

We estimate that the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $ and are payable by us. We have also agreed to reimburse the underwriters for up to $30,000 for their FINRA counsel fee. In accordance with FINRA Rule 5110, this reimbursed fee is deemed underwriting compensation for this offering.

		Total	
	Per Share	No Exercise of Over-Allotment	Full Exercise of Over Allotment
Public offering price			
Underwriting discount			
Proceeds, before expenses, to us			

The underwriters propose to offer the shares of common stock to the public at the public offering price set forth on the cover of this prospectus. The underwriters may offer the shares of common stock to securities dealers at the public offering price less a concession not in excess of $ per share. If all of the shares are not sold at the public offering price, the underwriters may change the offering price and other selling terms.

Discretionary Accounts. The underwriters do not intend to confirm sales of the shares to any accounts over which they have discretionary authority.

Market Information. Prior to this offering, there has been no public market for shares of our common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In addition to prevailing market conditions, the factors to be considered in these negotiations will include:

- the history of, and prospects for, our company and the industry in which we compete;
- our past and present financial information;
- an assessment of our management; its past and present operations, and the prospects for, and timing of, our future revenues;
- the present state of our development; and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for the shares may not develop. It is also possible that after the offering the shares will not trade in the public market at or above the initial public offering price.

We have applied for the quotation of our common stock on the Nasdaq Global Market under the symbol “NKTX.”

Stabilization. In connection with this offering, the underwriters may engage in stabilizing transactions, overallotment transactions, syndicate covering transactions, penalty bids and purchases to cover positions created by short sales.

- Stabilizing transactions permit bids to purchase shares of common stock so long as the stabilizing bids do not exceed a specified maximum, and are engaged in for the purpose of preventing or retarding a decline in the market price of the common stock while the offering is in progress.
- Overallotment transactions involve sales by the underwriters of shares of common stock in excess of the number of shares the underwriters are obligated to purchase. This creates a

syndicate short position which may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the overallotment option. In a naked short position, the number of shares involved is greater than the number of shares in the overallotment option. The underwriters may close out any short position by exercising their overallotment option and/or purchasing shares in the open market.

- Syndicate covering transactions involve purchases of common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared with the price at which they may purchase shares through exercise of the overallotment option. If the underwriters sell more shares than could be covered by exercise of the overallotment option and, therefore, have a naked short position, the position can be closed out only by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that after pricing there could be downward pressure on the price of the shares in the open market that could adversely affect investors who purchase in the offering.
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the common stock originally sold by that syndicate member is purchased in stabilizing or syndicate covering transactions to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock in the open market may be higher than it would otherwise be in the absence of these transactions. Neither we nor the underwriters make any representation or prediction as to the effect that the transactions described above may have on the price of our common stock. These transactions may be effected on the Nasdaq Stock Market, in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time.

Lock-Up Agreements. Pursuant to certain “lock-up” agreements, we and our executive officers, directors and substantially all our other stockholders, have agreed, subject to certain exceptions, not to offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of or announce the intention to otherwise dispose of, or enter into any swap, hedge or similar agreement or arrangement that transfers, in whole or in part, the economic consequence of ownership of, directly or indirectly, or make any demand or request or exercise any right with respect to the registration of, or file with the SEC a registration statement under the Securities Act relating to, any common stock or securities convertible into or exchangeable or exercisable for any common stock without the prior written consent of Cowen and Company, LLC for a period of 180 days after the date of the pricing of the offering. The foregoing prohibition does not apply to shares of Common Stock acquired by any of the following in this offering or in market transactions after the date of this offering.

This lock-up provision applies to common stock and to securities convertible into or exchangeable or exercisable for common stock. The exceptions permit us, among other things and subject to restrictions, to: (a) issue common stock or options pursuant to employee benefit plans, (b) issue common stock upon exercise of outstanding options or warrants, (c) issue securities in connection with acquisitions or similar transactions, or (d) file registration statements on Form S-8. The exceptions permit parties to the “lock-up” agreements, among other things and subject to restrictions, to: (a) make certain gifts, (b) if the party is an individual, make transfers for estate planning purposes, to the party’s immediate family, by will, testamentary document or interstate succession, (c) if the party is a corporation, partnership, limited liability company or other business entity, make transfers to any

shareholders, partners, members of, or owners of similar equity interests in, the party, or to an affiliate of the party, if such transfer is not for value, (d) if the party is a corporation, partnership, limited liability company or other business entity, make transfers in connection with the sale or transfer of all of the party's capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the party's assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by the "lock-up" agreement, (e) participate in tenders involving the acquisition of a majority of our stock, (f) enter into certain trading plans, and (g) make transfers to us to satisfy certain tax withholding obligations or pursuant to certain employment agreements. In addition, the lock-up provision will not restrict broker-dealers from engaging in market making and similar activities conducted in the ordinary course of their business.

Cowen and Company, LLC, in its sole discretion, may release our common stock and other securities subject to the lock-up agreements described above in whole or in part at any time. When determining whether or not to release our common stock and other securities from lock-up agreements, Cowen and Company, LLC will consider, among other factors, the holder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time of the request. In the event of such a release or waiver for one of our directors or officers, Cowen and Company, LLC shall provide us with notice of the impending release or waiver at least three business days before the effective date of such release or waiver and we will announce the impending release or waiver by issuing a press release at least two business days before the effective date of the release or waiver. If Cowen releases shares from the lock up for a shareholder, each of the following shareholders shall also be allowed to sell a pro rata amount of shares into the market, subject to certain exceptions:

Canada. The common stock may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

United Kingdom. In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons") or otherwise in circumstances which have not resulted and will not result in an offer to the public of the shares in the United Kingdom within the meaning of the Financial Services and Markets Act 2000.

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

Switzerland. The securities will not be offered, directly or indirectly, to the public in Switzerland and this prospectus does not constitute a public offering prospectus as that term is understood pursuant to article 652a or 1156 of the Swiss Federal Code of Obligations.

European Economic Area. In relation to each Member State of the European Economic Area (each, a "Member State"), no shares have been offered or will be offered pursuant to the offering to the public in that Member State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

1. to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
2. to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters; or
3. in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares shall require the Company or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the underwriters and the Company that it is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation.

In the case of any shares being offered to a financial intermediary as that term is used in Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any shares to the public other than their offer or resale in a Member State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters have been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer to the public" in relation to shares in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase or subscribe for any shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

Israel. In the State of Israel this prospectus shall not be regarded as an offer to the public to purchase shares of common stock under the Israeli Securities Law, 5728—1968, which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the Israeli Securities Law, 5728—1968, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions (the "Addressed Investors"); or (ii) the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the Israeli Securities Law, 5728—1968, subject to certain conditions (the "Qualified Investors"). The Qualified Investors shall not be taken into account in the count of the Addressed Investors and may be offered to purchase securities in addition to the 35 Addressed

Investors. The company has not and will not take any action that would require it to publish a prospectus in accordance with and subject to the Israeli Securities Law, 5728—1968. We have not and will not distribute this prospectus or make, distribute or direct an offer to subscribe for our common stock to any person within the State of Israel, other than to Qualified Investors and up to 35 Addressed Investors.

Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the Israeli Securities Law, 5728—1968. In particular, we may request, as a condition to be offered common stock, that Qualified Investors will each represent, warrant and certify to us and/or to anyone acting on our behalf: (i) that it is an investor falling within one of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968; (ii) which of the categories listed in the First Addendum to the Israeli Securities Law, 5728—1968 regarding Qualified Investors is applicable to it; (iii) that it will abide by all provisions set forth in the Israeli Securities Law, 5728—1968 and the regulations promulgated thereunder in connection with the offer to be issued common stock; (iv) that the shares of common stock that it will be issued are, subject to exemptions available under the Israeli Securities Law, 5728—1968: (a) for its own account; (b) for investment purposes only; and (c) not issued with a view to resale within the State of Israel, other than in accordance with the provisions of the Israeli Securities Law, 5728—1968; and (v) that it is willing to provide further evidence of its Qualified Investor status. Addressed Investors may have to submit written evidence in respect of their identity and may have to sign and submit a declaration containing, inter alia, the Addressed Investor's name, address and passport number or Israeli identification number.

Hong Kong. The shares have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), or the SFO, of Hong Kong and any rules made thereunder; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong), or the CO, or which do not constitute an offer to the public within the meaning of the CO. No advertisement, invitation or document relating to the shares has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made thereunder.

Singapore. Each underwriter has acknowledged that this prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each underwriter has represented and agreed that it has not offered or sold any shares or caused the shares to be made the subject of an invitation for subscription or purchase and will not offer or sell any shares or cause the shares to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares, whether directly or indirectly, to any person in Singapore other than:

1. to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time, or the SFA) pursuant to Section 274 of the SFA;
2. to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
3. otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

We have not authorized and do not authorize the making of any offer of securities through any financial intermediary on our behalf, other than offers made by the underwriters and their respective affiliates, with a view to the final placement of the securities as contemplated in this document. Accordingly, no purchaser of the shares, other than the underwriters, is authorized to make any further offer of shares on our behalf or on behalf of the underwriters.

Electronic Offer, Sale and Distribution of Shares. A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. The representatives may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on these websites is not part of this prospectus or the registration statement of which this prospectus forms a part, has not been approved or endorsed by us or any underwriter in its capacity as underwriter, and should not be relied upon by investors.

Other Relationships. Certain of the underwriters and their affiliates have provided, and may in the future provide, various investment banking, commercial banking and other financial services for us and our affiliates for which they have received, and may in the future receive, customary fees.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by O'Melveny & Myers LLP, San Francisco, California. Shearman & Sterling LLP, Menlo Park, California, is acting as counsel to the underwriters.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our financial statements at December 31, 2018 and 2019, and for the years then ended, as set forth in their report thereon (which contains an explanatory paragraph describing conditions that raise substantial doubt about the Company's ability to continue as a going concern as described in Note 1 to the financial statements) appearing elsewhere herein. We have included our financial statements in this prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some items of which are contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or document referred to are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. You may read and copy the registration statement, including the exhibits and schedules thereto, at the Public Reference Section of the SEC, 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the public reference rooms by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

As a result of this offering, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with this law, will file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available for inspection and copying at the SEC's Public Reference Room and the website of the SEC referred to above. We also maintain a website at www. www.nkartatx.com. Upon completion of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

NKARTA, INC.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Nkarta, Inc.

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Nkarta, Inc. (the Company) as of December 31, 2018 and 2019, the related statements of operations and comprehensive loss, convertible preferred stock and stockholders' (deficit) equity and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2019, as applicable, and the results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

The Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has suffered recurring losses and negative cash flows from operations and has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 1 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

We have served as the Company's auditor since 2019.

/s/ Ernst & Young LLP

Redwood City, California
April 17, 2020

NKARTA, INC.

BALANCE SHEET

	December 31, 2018	December 31, 2019
Assets		
Current assets		
Cash and cash equivalents	$ 7,866,674	$ 20,606,849
Short-term investments, available-for-sale	–	16,384,273
Receivable from GSK	150,000	–
Prepaid expenses and other current assets	211,706	473,922
Total current assets	8,228,380	37,465,044
Restricted cash	89,813	268,535
Property and equipment, net	1,287,105	3,079,525
Operating lease right-of-use assets	–	7,143,570
Other long-term assets	–	455,078
Total assets	$ 9,605,298	$ 48,411,752
Liabilities and stockholders' (deficit) equity		
Current liabilities		
Accounts payable	$ 367,172	$ 1,881,665
Operating lease liabilities, current portion	–	1,515,813
Preferred stock purchase right liability	–	1,477,645
Accrued and other current liabilities	1,709,467	3,334,637
Total current liabilities	2,076,639	8,209,760
Long-term deferred rent	128,916	–
Operating lease liabilities, net of current portion	–	5,780,394
Other long-term liabilities	86,444	89,227
Total liabilities	2,291,999	14,079,381
Commitments		
Convertible preferred stock, $0.0001 par value; 54,350,179 shares authorized at December 31, 2019; 6,170,349 and 27,283,973 issued and outstanding shares at December 31, 2018 and December 31, 2019, respectively; aggregate liquidation preference of $63,003,153 at December 31, 2019; no shares authorized, issued and outstanding, pro forma (unaudited)	12,709,293	59,814,882
Stockholders' (deficit) equity		
Common stock, $0.0001 par value; 71,919,982 shares authorized at December 31, 2019; 4,557,813 and 5,922,233 shares issued and 6,280,313 and 6,411,572 shares outstanding at December 31, 2018 and 2019, respectively; 33,206,206 shares issued and 33,695,545 shares outstanding, pro forma (unaudited)	456	592
Additional paid-in capital	187,457	1,178,778
Accumulated other comprehensive loss	–	(2,139)
Accumulated deficit	(5,583,907)	(26,659,742)
Total stockholders' (deficit) equity	(5,395,994)	(25,482,511)
Total liabilities and stockholders' (deficit) equity	$ 9,605,298	$ 48,411,752

See accompanying notes to financial statements

NKARTA, INC.

STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

	Year ended December 31,	
	2018	2019
Collaboration revenue	$ 6,550,000	$ 115,385
Operating expenses		
Research and development	4,252,210	17,216,955
General and administrative	2,654,239	5,246,960
Total operating expenses	6,906,449	22,463,915
Loss from operations	(356,449)	(22,348,530)
Other income (expense):		
Change in fair value of preferred stock purchase right liability	–	1,317,582
Change in fair value of derivative liability	–	858,331
Loss from extinguishment of debt	–	(752,167)
Interest expense	–	(472,819)
Interest income	81,946	304,106
Other income, net	–	17,662
Total other income (expense)	81,946	1,272,695
Net loss	$ (274,503)	$ (21,075,835)
Comprehensive loss:		
Net loss	$ (274,503)	$ (21,075,835)
Other comprehensive loss	–	(2,139)
Comprehensive loss	$ (274,503)	$ (21,077,974)
Net loss per share, basic and diluted	$ (0.07)	$ (3.89)
Weighted average shares outstanding, basic and diluted	3,940,474	5,411,362
Pro forma net loss per share, basic and diluted (unaudited)		$ (1.13)
Pro forma weighted average shares outstanding, basic and diluted (unaudited)		18,599,999

See accompanying notes to financial statements

NKARTA, INC.

STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT

	Convertible Preferred Stock		Common Stock		Additional paid-in capital	Accumulated deficit	Accumulated Other Comprehensive Loss	Total
	Shares	Amount	Shares	Amount				
Balance, January 1, 2018	6,170,349	$12,709,293	3,062,500	$ 306	$ 3,830	$ (5,309,404)	$ –	$ (5,305,268)
Vesting of shares of common stock subject to repurchase	–	–	1,250,000	125	–	–	–	125
Stock option exercises	–	–	245,313	25	1,114	–	–	1,139
Share-based compensation expense	–	–	–	–	182,513	–	–	182,513
Net loss	–	–	–	–	–	(274,503)		(274,503)
Balance, December 31, 2018	6,170,349	$12,709,293	4,557,813	$ 456	$ 187,457	$ (5,583,907)	$ –	$ (5,395,994)
Beneficial conversion feature upon issuance of convertible promissory notes	–	260,871	–	–	–	–	–	–
Reacquisition of beneficial conversion feature upon settlement of promissory notes	–	(144,928)	–	–	–	–	–	–
Issuance of Series B convertible preferred stock upon conversion of promissory notes	2,621,181	6,236,712	–	–	–	–	–	–
Issuance of Series B convertible preferred stock, net of issuance costs	18,492,443	43,548,161	–	–	–	–	–	–
Series B preferred stock purchase right liability upon issuance of Series B convertible preferred stock	–	(2,795,227)	–	–	–	–	–	–
Vesting of shares of common stock subject to repurchase	–	–	1,312,153	131	41,175	–	–	41,306
Stock option exercises	–	–	52,267	5	3,168	–	–	3,173
Share-based compensation expense	–	–	–	–	946,978	–	–	946,978
Unrealized loss on short-term investments	–	–	–	–	–	–	(2,139)	(2,139)
Net loss	–	–	–	–	–	(21,075,835)	–	(21,075,835)
Balance, December 31, 2019	27,283,973	$59,814,882	5,922,233	$ 592	$ 1,178,778	$(26,659,742)	$ (2,139)	$(25,482,511)

See accompanying notes to financial statements

NKARTA, INC.

STATEMENT OF CASH FLOWS

	Year ended December 31,	
	2018	2019
Cash flows from operating activities		
Net loss	$ (274,503)	$ (21,075,835)
Adjustments to reconcile net loss to net cash used in operating activities:		
Share-based compensation expense	182,513	946,978
Depreciation and amortization	183,214	400,641
Accretion/amortization of investments, net	–	(19,142)
Change in fair value of preferred stock purchase right liability	–	(1,317,582)
Change in fair value of derivative liability	–	(858,331)
Non-cash loss from extinguishment of debt	–	752,167
Non-cash interest expense	–	472,818
Non-cash lease expense	–	152,638
Changes in operating assets and liabilities:		
Accounts receivable, prepaid expenses and current assets	(14,824)	(463,265)
Accounts payable and accrued and other liabilities	689,708	2,641,957
Deferred revenue	(5,950,000)	–
Net cash used in operating activities	(5,183,892)	(18,366,956)
Cash flows from investing activities		
Purchase of property and equipment	(757,880)	(1,928,301)
Purchase of investments	–	(16,367,270)
Net cash used in investing activities	(757,880)	(18,295,571)
Cash flows from financing activities		
Proceeds from issuance of convertible notes, net of issuance costs	–	5,986,001
Proceeds from issuance of convertible preferred stock and Series B preferred stock purchase right liability, net of issuance costs	–	43,548,161
Proceeds from stock option exercise	1,139	3,173
Proceeds from early exercise of stock options	86,350	44,089
Net cash provided by financing activities	87,489	49,581,424
Net (decrease) increase in cash and cash equivalents	(5,854,283)	12,918,897
Cash, cash equivalents, and restricted cash beginning of year	13,810,770	7,956,487
Cash, cash equivalents, and restricted cash end of year	$ 7,956,487	$ 20,875,384
Reconciliation of cash, cash equivalents and restricted cash to the balance sheet		
Cash and cash equivalents	$ 7,866,674	$ 20,606,849
Restricted cash	89,813	268,535
Total cash, cash equivalents and restricted cash	$ 7,956,487	$ 20,875,384
Supplemental disclosure of cash flow information:		
Non-cash investing activities:		
Acquisition of property and equipment	$ 399,224	$ 264,760
Non-cash financing activities		
Deferred offering costs included in accrued expenses	$ –	$ 104,030

See accompanying notes to financial statements

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

1. Organization and Description of Business

Nkarta, Inc. ("Nkarta" or the "Company") was incorporated in the state of Delaware in July 2015. The Company is a private biopharmaceutical company developing engineered Natural Killer ("NK") cells to fight cancer. The Company is focused on leveraging the natural potent power of NK cells to identify and kill abnormal cells and recruit adaptive immune effectors to generate responses that are specific and durable. Nkarta is combining its NK expansion platform technology with proprietary cell engineering technologies to generate an abundant supply of NK cells, engineer enhanced NK cell recognition of tumor targets, and improve persistence for sustained activity in the body for the treatment of cancer. Nkarta's goal is to develop off-the-shelf NK cell therapy product candidates to improve outcomes for patients.

Liquidity

As of December 31, 2019, the Company has devoted substantially all of its efforts to organizing and staffing, business planning, raising capital, and conducting preclinical studies, and has not realized substantial revenues from its planned principal operations. In addition, the Company has a limited operating history, has incurred operating losses since inception and expects that it will continue to incur net losses into the foreseeable future as it continues its research and development activities. As of December 31, 2019, the Company had an accumulated deficit of $26.7 million and cash, cash equivalents, restricted cash and investments of $37.3 million. The Company will require additional cash funding to continue to execute its strategic plan and fund operations beyond October 31, 2020. These factors raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements have been prepared assuming the Company will continue as a going concern. This basis of accounting contemplates the recovery of the Company's assets and the satisfaction of liabilities in the normal course of business and does not include any adjustments to reflect the possible future effects of the recoverability and classification of assets or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

The Company will seek to obtain additional capital through debt or equity financings or other arrangements to fund operations; however, there can be no assurance that the Company will be able to raise needed capital under acceptable terms, if at all. The sale of additional equity may dilute existing stockholders and newly issued shares may contain senior rights and preferences compared to currently outstanding shares of common stock. Issued debt securities may contain covenants and limit the Company's ability to pay dividends or make other distributions to stockholders. If the Company is unable to obtain such additional financing, future operations would need to be scaled back or discontinued.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). Any reference in these notes to applicable guidance is meant to refer to GAAP as found in the Accounting Standards Codification ("ASC") and Accounting Standards Updates ("ASU") promulgated by the Financial Accounting Standards Board ("FASB").

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

2. Basis of Presentation and Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the Company's financial statements and accompanying notes. On an ongoing basis, management evaluates its estimates, including those related to revenue recognition, preclinical studies, fair value of assets and liabilities, convertible preferred stock, share-based compensation and income taxes. Management bases its estimates on historical experience, knowledge of current events and actions it may undertake in the future that management believes to be reasonable under the circumstances. Actual results may differ from these estimates and assumptions.

Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentration of credit risk, consist primarily of cash, cash equivalents and short-term investments. The Company maintains cash, cash equivalents and short-term investments with various high credit quality and are invested through banks and other financial institutions in the United States. Such deposits may be in excess of federally insured limits. Management believes that the Company is not exposed to significant credit risk due to the financial position of the depository institutions in which those deposits are held. The Company has not experienced any losses on deposits since inception.

Other Comprehensive Loss

Other comprehensive loss includes certain changes in equity from non-owner sources that are excluded from net loss, specifically, unrealized gains and losses on available-for-sale investments and the related tax impact.

Fair Value of Financial Instruments

The accounting guidance defines fair value, establishes a consistent framework for measuring fair value, and expands disclosure for each major asset and liability category measured at fair value on either a recurring or nonrecurring basis. Fair value is defined as an exit price representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, the accounting guidance establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1: Observable inputs such as quoted prices in active markets;

Level 2: Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The carrying amounts of accounts receivable, prepaid expenses, accounts payable, and accrued liabilities are reasonable estimates of their fair value due to the short term nature of these accounts.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

2. Basis of Presentation and Significant Accounting Policies (Continued)

Cash and Cash Equivalents

The Company considers all highly liquid investments with insignificant interest rate risk and an original maturity of three months or less at the date of purchase to be cash equivalents. Cash includes demand deposits held in readily available checking accounts at a federally insured financial institution. Cash equivalents consist of money market funds.

Available-for-Sale Investments

The Company defines investments as income-yielding securities that can be readily converted to cash, and classifies such investments as available-for-sale. The Company carries these securities at fair value, and reports unrealized gains and losses as a separate component of accumulated other comprehensive loss. The cost of debt securities is adjusted for amortization of purchase premiums and accretion of discounts to maturity. Such amortization and accretion is included in interest income. Realized gains and losses on sales of securities and declines in the fair value of securities judged to be other than temporary are included in other income or expense. The cost of securities sold is based on the specific identification method. Interest on available-for-sale securities is included in interest income

Restricted Cash

The Company is required to maintain a letter of credit related to its office and lab space lease. This cash is the collateral for that letter of credit and per the terms of the lease must remain in place until two months after the termination of the lease. As the remaining term of the lease as of December 31, 2019 is greater than one year, the related restricted cash has been classified as non-current.

Property and Equipment, Net

Property and equipment, which consist of leasehold improvements, furniture and fixtures, research equipment, computers and software, and construction in-progress related to facilities construction are stated at cost less accumulated depreciation. Depreciation and amortization is calculated using the straight-line method over the estimated useful lives of the assets, which ranges from three to five years. Leasehold improvements are amortized over the remaining life of the lease for leasehold improvements at the time the asset is placed into service.

Impairment of Long-Lived Assets

The carrying value of long-lived assets, including property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the asset may not be recoverable. An impairment loss is recognized when the total of estimated future undiscounted cash flows, expected to result from the use of the asset and its eventual disposition, are less than its carrying amount. Impairment, if any, would be assessed using discounted cash flows or other appropriate measures of fair value. Through December 31, 2019, there have been no such impairment losses.

Deferred Offering Costs

The Company has deferred offering costs consisting of legal, accounting and other fees and costs directly attributable to its planned initial public offering (“IPO”). The deferred offering costs will be offset against the proceeds received upon the completion of the IPO. In the event the IPO is terminated, all of the deferred offering costs will be expensed within the Company’s statements of operations and comprehensive loss. As of December 31, 2019, $0.1 million of deferred offering costs were recorded

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

2. Basis of Presentation and Significant Accounting Policies (Continued)

within other long-term assets on the balance sheet. No such costs were included on the balance sheet as of December 31, 2018.

Revenue Recognition

Revenue is recognized in accordance with ASC 606 when a customer obtains control of promised goods or services. The Company applies the following five steps to recognize revenue: (i) identify the contract with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to performance obligations in the contract; and (v) determine the recognition period.

The Company evaluates its performance obligations to determine whether each item represents a good or service that is distinct or has the same pattern of transfer as other deliverables. A deliverable is considered distinct if the customer can benefit from the good or service independently of other goods/services either in the contract or that can be obtained elsewhere, and the entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contact. If the deliverable is not considered distinct, the Company combines such deliverables and accounts for them as a single performance obligation. The Company allocates the consideration to each deliverable at the inception of the arrangement based on the transaction price.

The Company's Collaboration Agreement (as defined in Note 3) included both fixed and variable consideration. Fixed payments, such as those for upfront fees or separate deliverables were included in the transaction price at their stand-alone selling price, while variable consideration, such as milestone and royalty payments, were estimated and then evaluated for constraints at the inception of the contract and evaluated on a periodic basis thereafter. Given the contingent and uncertain nature of the Company's development and regulatory milestones, the related milestone payments potentially due to the Company were not recognized.

The Company recognizes consideration allocated to a performance obligation as the performance obligation is satisfied, and the determination as to whether consideration is recognized over time or at a point in time is made at the contract execution.

Research and Development Costs

Research and development costs primarily consist of salaries and other personnel-related expenses, including associated share-based compensation, consulting fees, lab supplies, and facilities costs, as well as fees paid to other entities that conduct research and development activities on behalf of the Company. Research and development costs are expensed as incurred.

Commitments

The Company recognizes a liability with regard to loss contingencies when it believes it is probable a liability has occurred and the amount can be reasonably estimated. If some amount within a range of loss appears at the time to be a better estimate than any other amount within the range, the Company accrues that amount. When no amount within the range is a better estimate than any other amount the Company accrues the minimum amount in the range. The Company has not recorded any such liabilities as of December 31, 2019.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

2. Basis of Presentation and Significant Accounting Policies (Continued)

Leases

At the commencement date of a lease, the Company recognizes lease liabilities which represent its obligation to make lease payments, and right-of-use assets ("ROU assets") which represent its right to use the underlying asset during the lease term. The lease liability is measured at the present value of lease payments over the lease term. As the Company's leases typically do not provide an implicit rate, the Company uses an incremental borrowing rate based on the information available at the lease commencement date. The ROU asset is measured at cost, which includes the initial measurement of the lease liability and initial direct costs incurred by the Company and excludes lease incentives. Lease liabilities are recorded in accrued liabilities and operating lease liabilities, noncurrent. ROU assets are recorded in operating lease ROU assets.

Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Operating lease expense is recognized on a straight-line basis over the lease term. Lease agreements that contain both lease and non-lease components are generally accounted for separately. The Company does not recognize lease liabilities and ROU assets for short-term leases with terms of twelve months or less.

Preferred Stock Purchase Right

The Company at times enters into convertible preferred stock financings where, in addition to the initial closing, investors agree to buy, and the Company agrees to sell, additional shares of that convertible preferred stock at a fixed price in the event that certain agreed upon milestones are achieved or at the election of investors. The Company evaluates this purchase right and assesses whether it meets the definition of a freestanding instrument and, if so, determines the fair value of the purchase right liability and records it on the balance sheet with the remainder of the proceeds raised being allocated to convertible preferred stock. The preferred stock purchase right liability is revalued at each reporting period with changes in the fair value of the liability recorded as change in fair value of preferred stock purchase right in the statements of operations and comprehensive loss. The preferred stock purchase right liability is revalued at settlement and the resultant fair value is then reclassified to convertible preferred stock at that time.

Income Taxes

Income taxes have been accounted for using the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates applicable to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance against deferred tax assets is recorded if, based upon the weight of all available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Share-Based Compensation

Share-based compensation expense represents the cost of the grant date fair value of employee, officer, director, and non-employee stock option grants, estimated in accordance with the applicable

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

2. Basis of Presentation and Significant Accounting Policies (Continued)

accounting guidance, recognized on a straight-line basis over the vesting period. The vesting period generally approximates the expected service period of the awards. Forfeitures are recognized and accounted for as they occur.

The fair value of stock options is estimated using a Black-Scholes option pricing model on the date of grant. This method requires certain assumptions be used as inputs, such as the fair value of the underlying common stock, expected term of the option before exercise, expected volatility of the Company's common stock, expected dividend yield, and a risk-free interest rate. Options granted during the year have a maximum contractual term of ten years. The Company has limited historical stock option activity and therefore estimates the expected term of stock options granted using the simplified method, which represents the average of the contractual term of the stock option and its weighted-average vesting period. The expected volatility of stock options is based upon the historical volatility of a number of publicly traded companies in similar stages of clinical development. The Company has historically not declared or paid any dividends and does not currently expect to do so in the foreseeable future. The risk-free interest rates used are based on the U.S. Department of Treasury ("U.S. Treasury") yield in effect at the time of grant for zero-coupon U.S. Treasury notes with maturities approximately equal to the expected term of the stock options.

In September and November of 2019, the Company granted performance-based and service-based options that require the achievement of a Series B Milestone Closing (Note 13) before the options can be eligible for service vesting conditions. The Series B Milestone Closing refers to provisions within the Series B Convertible Preferred Stock Purchase Agreement (Note 13) that potentially obligate the Company to sell, outside of its control, an additional 27,066,206 shares of Series B convertible preferred stock at $2.37935 per share (as adjusted for stock recapitalizations, splits and the like), for expected gross proceeds of $64.4 million, upon the achievement of a milestone. If the milestone is not achieved prior to the Company's initial public offering, the holders may elect to purchase these shares prior to the completion of the initial public offering. If the shares are not purchased prior to the completion of the initial public offering, then this right to purchase these shares automatically expires. The Company evaluates the portion of the awards that are probable to vest quarterly until the performance criteria are met. The fair value of options with a performance and service condition is determined based on the fair value of the Company's common stock on the date of grant. As of December 31, 2019, the Company considered the Series B Milestone Closing condition to be probable.

Common Stock Valuation

Due to the absence of an active market for the Company's common stock, the Company utilized methodologies in accordance with the framework of Standards 9 and 10 of the Uniform Standards of Professional Appraisal Practice, the Statement on Standards for Valuation Services as set forth by the American Institute of Certified Public Accountants ("AICPA"), the Statement of U.S. GAAP Codification of Accounting Standards Codification Topic 820: Fair Value Measurements and Disclosures, and the AICPA Accounting and Valuation Guide for the Valuation of Privately-Held-Company Equity Securities Issued as Compensation, to estimate the fair value of its common stock. In determining the exercise prices for options granted, the Company has considered the fair value of the common stock as of the grant date. The fair value of the common stock has been determined based upon a variety of factors, including the illiquid nature of the common stock, sales of the Company's preferred stock, the effect of the rights and preferences of the preferred stockholders, and the prospects of a liquidity event. Among

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

2. Basis of Presentation and Significant Accounting Policies (Continued)

other factors are the Company's financial position and historical financial performance, the status of technological developments within the Company's research, the composition and ability of the current research and management team, an evaluation or benchmark of the Company's competition, and the current business climate in the marketplace. Significant changes to the key assumptions underlying the factors used could result in different fair values of common stock at each valuation date.

Convertible Preferred Stock

The Company records all shares of convertible preferred stock at their respective issuance price less issuance costs on the dates of issuance. The convertible preferred stock is classified outside of stockholders' deficit on the balance sheet when events triggering the liquidation preferences are not solely within the Company's control, including deemed liquidation events such as a merger, acquisition and sale of all or substantially all of the Company's assets. As of December 31, 2019, the events triggering a liquidation of the convertible preferred stock were considered not to be within the Company's control because the preferred stockholders have the ability to effect a liquidation event, as they have majority of the Company's Board seats. Therefore, the Company has classified the convertible preferred stock outside of permanent equity.

The Company has not adjusted the carrying value of the convertible preferred stock to the liquidation preferences of these shares because of the uncertainty of whether or when such a liquidation event would occur. As of December 31, 2019, it was not probable that such a redemption would occur.

Segment Reporting

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in making decisions regarding resource allocation and assessing performance. The Company views its operations and manages its business as one operating segment. No product revenue has been generated since inception and all assets are held in the United States.

Net Loss Per Share

Basic net loss per share is calculated by dividing the net loss attributable to common stockholders by the weighted-average number of common shares outstanding for the period, without consideration of potential dilutive securities. Diluted net loss per share is computed by dividing the net loss attributable to common stockholders by the sum of the weighted average number of common shares plus the potential dilutive effects of potential dilutive securities outstanding during the period. Potential dilutive securities are excluded from diluted earnings or loss per share if the effect of such inclusion is antidilutive. The Company's potentially dilutive securities, which include convertible preferred stock, unvested common stock, and outstanding stock options under the Company's equity incentive plan have been excluded from the computation of diluted net loss per share as they would be anti-dilutive to the net loss per share. For all periods presented, there is no difference in the number of shares used to calculate basic and diluted shares outstanding due to the Company's net loss position.

Changes in Accounting Policies – Leases

In February 2016, the FASB established Topic 842, Leases, by issuing ASU No. 2016-02, which requires a lessee to recognize a ROU asset and lease liability on the balance sheet while recognizing expense in the income statement in a manner similar to legacy guidance.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

2. Basis of Presentation and Significant Accounting Policies (Continued)

The Company early adopted the new standard using the modified retrospective transition approach on January 1, 2019 by applying the standard to all leases existing at the date of initial application and not restating prior periods. The primary impact of adopting the new standard was the recognition of a lease liability of $2.3 million and a ROU asset of $2.2 million, based on the present value of the remaining minimum rental payments under the lease agreement for its existing operating lease. The Company's adoption of the new standard had no impact on its statements of operations and cash flows.

The Company elected the 'package of practical expedients' which does not require the Company to reassess its prior conclusions about lease identification, lease classification and initial direct costs under the new standard. In addition, the Company has elected not to recognize lease liabilities and ROU assets for short-term leases with terms of twelve months or less. See Note 8 for further information regarding the impact of adoption of the standard on the Company's financial statements.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, Financial Instruments—Credit Losses: Measurement of Credit Losses on Financial Instruments, which amends the impairment model by requiring entities to use a forward-looking approach based on expected losses to estimate credit losses on certain types of financial instruments, including available-for-sale debt securities. The standard is effective for fiscal years beginning after December 15, 2019, with early adoption permitted. The Company is currently evaluating the expected impact of the guidance, but does not believe the adoption of this guidance will have a material impact on the Company's financial statements.

3. GSK Collaboration and License Agreement

In April 2017, the Company entered into the Collaboration and License Agreement (the "Collaboration Agreement") with GlaxoSmithKline Intellectual Property Development Limited and Glaxo Group Limited (together, "GSK") to research and develop therapeutics using Engineered NK Cells as carriers for target programs. Pursuant to the Collaboration Agreement, GSK agreed to pay the Company $7.0 million upfront plus $4.5 million upon the technology transfer of certain materials and development information. The Company was also eligible to receive additional payments for achieving certain development and sales milestones as well as royalties on net sales. In addition, during the term of the Agreement, GSK agreed to reimburse the Company on a quarterly basis for research and development services as these services were provided. The Company granted to GSK several exclusive and non-exclusive worldwide licenses and agreed to transfer certain of its material and intellectual property to GSK. GSK granted a non-exclusive worldwide license to the Company.

The Company assessed this arrangement in accordance with ASC Topic 606 and concluded that the contract counterparty, GSK, was a customer. The Company identified the following performance obligations under the Collaboration Agreement: (1) licenses to certain patent rights, (2) technology transfer of certain materials and development information, (3) research and development services over the collaboration term, and (4) participation in Joint Steering, Patent and Manufacturing Committees (each as defined in the Collaboration Agreement). The technology transfer was determined to be distinct in the context of the Agreement as GSK did not require the technology transfer to obtain benefit from the license and could pursue other research targets on its own without the delivered technology. All other performance obligations were not considered distinct and, therefore, had been combined with the research and development obligation in the contract.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

3. GSK Collaboration and License Agreement (Continued)

At the outset of the arrangement, the Company considered the transaction price as the combination of the $7.0 million upfront fee, the $4.5 million for the technology transfer plus the expected fees for the research services of $150,000 per quarter. The transaction price was allocated to the distinct performance obligations based on the relative fair values of each of the two performance obligations: (1) the research and development services, license and the participation in the Joint Steering, Patent and Manufacturing Committees and (2) the technology transfer. None of the milestone payments were included in the transaction price, as all milestone amounts were fully constrained. As part of its evaluation of the constraint, the Company considered numerous factors, including that receipt of the milestones was generally outside the control of the Company and contingent upon success in future clinical trials and the efforts of GSK. Any consideration related to sales-based milestones would have been recognized when the related sales occurred as there were determined to relate predominantly to the license granted to GSK and, therefore, had also been excluded from the transaction price. The Company would have re-evaluated the transaction price in each reporting period and as uncertain events were resolved or other changes in circumstances occurred.

In June 2017, the Company received the upfront payment of $7.0 million and $0.5 million in the form of a convertible promissory note (the “GSK Convertible Note”). The promissory note was accounted for as debt and converted to preferred stock at the sale and issuance of Series A convertible preferred stock (see Note 13). The Company also received research and development services fees of approximately $150,000 per quarter. The revenue associated with the license and research and development services fees was being recognized as revenue as the Company provided the related research and development services. As these services were expected to be performed at a consistent level of effort during the entire duration of the five-year agreement, the amount was being recognized as revenue ratably over the expected term of the agreement, 5 years.

In September 2018, GSK provided notice to the Company of their decision to voluntarily terminate the Collaboration Agreement. GSK continued to reimburse the Company for 90 days subsequent to the notice of termination for the research and development services provided during the wind-down period in accordance with the termination terms of the agreement. No further payments for milestones were made by GSK nor was the technology transferred.

On December 10, 2018, the Collaboration Agreement with GSK was terminated. Upon terminating the agreement, the Company recognized the remaining $4,666,667 in deferred revenue at that date as the Company had no further obligations under the agreement. For the year ended December 31, 2018, the Company recognized revenue of $6,550,000. The Company did not recognize any revenue associated with the technology transfer as the technology was never delivered to GSK. As the agreement was terminated in 2018, there was nominal revenue recognized for the year ended December 31, 2019, approximately $0.1 million in connection with the wind-down activities.

4. University of Singapore and St. Jude Children’s License Agreement

In August 2016, the National University of Singapore (“NUS”) and St. Jude Children’s Research Hospital (“St. Jude”) and the Company entered into a license agreement under which NUS and St. Jude (the “Licensors”) granted the Company an exclusive, royalty-bearing, worldwide license to its patent rights related to a method for expanding natural killer cells; a chimeric receptor with NKG2D specificity; and a method for supporting autonomous natural killer cell function (“License Agreement”).

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

4. University of Singapore and St. Jude Children's License Agreement (Continued)

The License Agreement provides the Company with the rights to grant and authorize sublicenses to make, have made, use, sell, offer for sale and import products and otherwise exploit the patent rights. The Company's scientific founder and common stock shareholder is a director of the Division of Immunopathology at NUS and is a related party to the Company.

As consideration for the license, the Company made an upfront payment of $31,800 and issued NUS 250,000 shares of the Company's common stock. In addition, the Company is required to pay an annual license maintenance fee of SGD 25,000, increasing to SGD 50,000 after year two of the agreement. Further, the Company could be required to make milestone payments to the Licensors upon completion of certain regulatory and commercial milestones related to the clinical development and commercialization of certain of our product candidates. The aggregate potential milestone payments are approximately SGD 5 million. The Company has also agreed to pay the Licensors royalties of 2.5% of net sales of products sold by the Company or through a sublicense. Additionally, the Company agreed to pay the Licensors a tiered percentage of sublicensing income (ranging from 7.5% to 20%) based on the timing of capital raised and stage of clinical trials. The License Agreement also includes certain performance objectives which obligate the Company to meet various milestones related to the clinical development and commercialization of certain of our product candidates over time for up to 120 months after the effective date of the License Agreement.

The Company determined that the upfront payment (SGD 42,750) and value of the common stock issued ($2,500 based on fair value at time of issuance) as part of the license agreement would be expensed upon execution of the contract as the license was acquired for research and development purposes, does not have alternative future use and the underlying technology has not reached technological feasibility. As such the Company expensed these costs during 2016. The Company paid $19,063 and $36,884 in license maintenance fees during the years ended December 31, 2018 and 2019, respectively, which were expensed as research and development cost. The Company also paid $46,000 in 2018 and $754,000 in 2019 related to accrued sublicense fees owed as a result of the Collaboration Agreement with GSK (see Note 3), which were expensed as research and development cost.

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets are comprised of the following:

	December 31,	
	2018	2019
Prepaid expenses	$117,290	$407,414
Other current assets	94,416	66,508
Total prepaid expenses and other current assets	$211,706	$473,922

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

6. Property and Equipment, Net

Property and equipment, net consisted of the following:

	December 31, 2018	December 31, 2019
Leasehold improvements	$ 287,091	$ 287,091
Furniture and fixtures	175,768	264,828
Research equipment	1,029,865	2,928,726
Computers and software	39,133	60,768
Construction in progress	–	183,505
	1,531,857	3,724,918
Less accumulated depreciation and amortization	(244,752)	(645,393)
	$1,287,105	$3,079,525

The Company incurred depreciation and amortization expense of $0.2 million and $0.4 million during the years ended December 31, 2018 and 2019, respectively.

7. Accrued and other liabilities

Accrued other liabilities are comprised of the following:

	December 31, 2018	December 31, 2019
Sublicense fees	$ 754,000	$ –
Compensation	466,830	1,677,740
Research and development	72,080	702,699
Property and equipment	324,446	213,739
Deferred offering costs	–	104,030
Other	92,111	636,429
Total accrued other liabilities	$ 1,709,467	$ 3,334,637

8. Leases

In May 2018, the Company entered into an operating lease for its corporate office and laboratory space in South San Francisco, California (the “2018 Lease”). The original lease, which was set to expire in May 2025, provided for abatement of rent during the first three months of the lease, contained rent escalations and required the Company to pay for common area maintenance and other costs during the term of the leases. Upon adoption of ASC 842 on January 1, 2019, the Company recorded an initial operating lease liability of $2.3 million based on the present value of the remaining minimum lease payments with a corresponding right-of-use asset of $2.2 million. As the lease did not provide an implicit rate, the Company used an estimated incremental borrowing rate of 10%, based on information available at effective date of adoption.

In April 2019, the Company amended the 2018 Lease to add additional corporate office space and manufacturing capabilities in a separate suite in the same building (the “2019 Lease”). The 2019 Lease

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

8. Leases (Continued)

provided for abatement of rent during the first month of the lease, contained rent escalations and the Company is required to pay for common area maintenance and other costs during the term of the lease. In connection with the amendment, the term of the 2018 Lease was also modified to coincide with the lease term of the 2019 Lease of 7 years. The Company accounted for the amendment of the 2018 Lease and the addition of the 2019 Lease as separate contracts and adjusted the operating lease liability and right-of-use asset for the 2018 Lease to reflect the revised lease term. At inception, the Company recorded an operating lease liability for the 2019 Lease of $4.8 million and a corresponding right-of-use asset of $4.8 million. The revision to the 2018 Lease resulted in a lease liability of $2.5 million and a corresponding right-of-use asset of $2.4 million. The 2018 Lease and 2019 were recorded using the revised lease term of 7 years, and an estimated incremental borrowing rate of 10%. The option to extend the leases was not recognized as part of the Company's lease liability and right-of-use lease asset.

In April 2019, the Company entered into a two-year operating lease for dedicated space in a vivarium. At lease inception, the Company recorded an operating lease liability of $0.6 million and a corresponding right-of-use asset of $0.6 million. As this lease did not provide an implicit rate, the Company used an estimated incremental borrowing rate of 5%.

The operating lease costs and cash paid for the amounts included in the measurement of lease liabilities are classified as operating activities in the statement of cash flows for 2019. Rent expense is recognized on a straight-line basis over the term of each lease. Rent expense of $0.3 million and $1.3 million was recognized for the years ended December 31, 2018 and 2019, respectively. The weighted-average remaining lease term for the corporate office leases was 6.3 years and the remaining term for the vivarium lease was 1.3 years as of December 31, 2019.

At December 31, 2019, the future lease payments under existing operating leases were as follows:

Year ending December 31,	
2020	$ 1,581,172
2021	1,459,133
2022	1,452,121
2023	1,502,982
2024	1,555,677
2025 and thereafter	2,153,479
Total future minimum lease payments	9,704,564
Less interest	(2,408,357)
Total lease liability	$ 7,296,207

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

8. Leases (Continued)

Under the legacy guidance, at December 31, 2018, the future minimum lease payments for the Company's operating lease obligations were as follows:

Year ending December 31,	
2019	$ 447,326
2020	462,982
2021	479,187
2022	495,832
2023	513,227
2024 and thereafter	755,814
	$ 3,154,368

9. Commitments & Contingencies

Guarantee Agreement

The Company has agreements whereby it indemnifies its officers and directors for certain events or occurrences while the officer or director is, or was, serving at the Company's request in such capacity. The term of the indemnification period is for the officer or director's lifetime. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has a director and officer insurance policy that limits its exposure and enables the Company to recover a portion of any future amounts under certain circumstances and subject to deductibles and exclusions. The Company had no liabilities recorded for these agreements as of December 31, 2019.

Letters of Credit

The Company has a $0.3 million letter of credit agreement with a financial institution that is used as collateral for the Company's corporate headquarters' operating lease. The letter of credit automatically renew annually without amendment unless cancelled by the financial institutions within 30 days of the annual expiration date.

10. Employee Benefits

On January 1, 2018, the Company adopted a defined contribution 401(k) plan that is available to eligible employees. Under the terms of the plan, employees may make voluntary contributions as a percent of compensation, limited to the maximum amount allowable under federal tax regulations. As part of the plan, the Company elected to make non-matching contributions via mandatory 3% of compensation safe harbor nonelective contributions. Such contributions were initially planned to be made at the end of 2018, but the Company amended the plan on June 1, 2018 to make these contributions on a pay period by pay period basis. A catch-up contribution for the first 5 months of the year was made by the Company in August 2018. Contributions are immediately 100% vested. As of December 31, 2018 and 2019, the Company recognized $0.1 million and $0.2 million, respectively, for expense related to the nonelective 401(k) contributions.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

11. Notes Payable

In May 2019, the Company entered into Series B Convertible Promissory Notes ("Convertible Notes" or "Notes") whereby the Company agreed to issue and certain existing Series A investors (the "Noteholders") agreed to purchase $6,000,000 in Convertible Notes. The Convertible Notes accrued interest at a contractual rate of 7.5% per year and had an original maturity date of one year from their issuance date. The Convertible Notes were to automatically convert into Series B convertible preferred stock at 85% or 80% of the price per share paid by other investors upon certain qualified financing events, with the percent discount based on the timing of the financing, or through a voluntary option to convert upon certain non-qualified financing events. In addition, if the maturity date were to occur prior to the conversion or repayment of the Convertible Notes, the Noteholders had the right to convert the outstanding principal amount of the Convertible Notes, and all accrued and unpaid interest, into Series A convertible preferred stock at the Series A original issuance price.

As the Convertible Notes contained various settlement outcomes, the Company evaluated each scenario for accounting purposes. The settlement into Series A convertible preferred stock scenario resulted in the Company recording a beneficial conversion feature of $0.3 million upon the issuance of the Notes, as the fair value of the Series A convertible preferred stock on the date of issuance was greater than the original Series A issuance price. The conversion discounts were considered to be redemption features and were evaluated as an embedded derivative and bifurcated from the Convertible Notes, due to the substantial premium to be paid upon redemption. Upon bifurcating the redemption features, the Company recorded a derivative instrument of $1.3 million. The derivative instrument and beneficial conversion feature were recorded as a debt discount at inception and were being amortized to interest expense using the effective interest method over the one-year term of the debt.

In August 2019, in connection with the Series B convertible preferred stock financing (Note 13), the Convertible Note terms were modified so that the Noteholders received a conversion benefit equal to an annual effective interest rate of 7.5% on the outstanding principal on the Notes, rather than the originally stated 85% price. The change in the conversion benefit resulted in an adjustment to the derivative instrument of $0.9 million. In addition, as the Convertible Notes contained an embedded beneficial conversion feature and were extinguished before conversion, the Company allocated a portion of the settlement to the repurchase of the beneficial conversion feature, using the intrinsic value on the extinguishment date. This resulted in a reduction to the previously recorded beneficial conversion feature of $0.1 million. Additionally, the Company recorded a loss on extinguishment of debt of $0.8 million, representing the write-off on the unamortized debt issuance costs on the date the Notes converted into Series B convertible preferred stock.

During the year ended December 31, 2019, the Company recorded $0.1 million of interest expense related to the stated interest for the Convertible Notes and $0.4 million using the effective-interest method in relation to the debt discounts described above. The annual effective-interest rates for the Notes was 30.4%.

12. Fair Value of Financial Instruments

Cash Equivalents and Short-Term Investments

Financial assets measured at fair value on a recurring basis consist of the Company's cash equivalents and short-term investments. Cash equivalents consisted of money market funds and

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

12. Fair Value of Financial Instruments (Continued)

short-term investments consisted of commercial paper and corporate bonds. The Company obtains pricing information from its investment manager and generally determines the fair value of investment securities using standard observable inputs, including reported trades, broker/dealer quotes, and bid and/or offers.

The following table summarizes the Company's assets that require fair value measurements on a recurring basis and their respective input levels based on the fair value hierarchy as of December 31, 2019:

		Fair Value Measurements Using		
	December 31, 2019	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash equivalents:				
Commercial paper	$ 2,395,144	$ –	$ 2,395,144	$ –
Marketable securities:				
Corporate debt securities	$ 6,026,580	$ –	$ 6,026,580	$ –
Commercial paper	10,357,693	–	10,357,693	–
	$ 16,384,273	$ –	$ 16,384,273	$ –

As of December 31, 2018, the Company did not hold any Level 1, Level 2, or Level 3 financial assets that are recorded at fair value on a recurring basis.

Fair values determined by Level 2 inputs, which utilize data points that are observable such as quoted prices, interest rates and yield curves, require the exercise of judgment and use of estimates, that if changed, could significantly affect the Company's financial position and results of operations. Investments in corporate debt securities and commercial paper are valued using Level 2 inputs. Level 2 securities are initially valued at the transaction price and subsequently valued and reported utilizing inputs other than quoted prices that are observable either directly or indirectly, such as quotes from third-party pricing vendors.

There were no transfers in or out of Level 1 or Level 2 investments during the year ended December 31, 2019.

Financial assets subject to fair value measurements on a recurring basis comprise of money market funds that are measured using Level 1 inputs. The money market funds are subject to fair value measurements at December 31, 2019, were $16.3 million and are included in cash and cash equivalents.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

12. Fair Value of Financial Instruments (Continued)

The following table summarizes the Company's short-term investments accounted for as available-for-sale securities as of December 31, 2019:

	Maturity (in years)	Amortized Cost	Unrealized Losses	Unrealized Gains	Estimated Fair Value
December 31, 2019					
Corporate debt securities	1 year or less	$ 6,028,719	$ (2,139)	$ –	$ 6,026,580
Commercial paper	1 year or less	10,357,693	–	–	10,357,693
Total		$ 16,386,412	$ (2,139)	$ –	$ 16,384,273

The Company has classified all of its available-for-sale investment securities as current assets on the balance sheet based on the highly liquid nature of these investment securities and because these investment securities are considered available for use in current operations.

As of December 31, 2018, the Company had no short-term investments. There were no impairments considered other-than-temporary during the year ended December 31, 2019, as it is management's intention and ability to hold the securities until a recovery of the cost basis or recovery of fair value. Unrealized gains and losses are included in accumulated other comprehensive loss.

Preferred Stock Purchase Right

Financial liabilities that are measured at fair value on a recurring basis include the preferred stock purchase right liability.

Liabilities measured at fair value on a recurring basis are as follows (in thousands):

		Fair Value Measurements Using		
	December 31, 2019	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Preferred stock purchase right liability	$ 1,477,645	$ –	$ –	$ 1,477,645

The estimated fair value of the preferred stock purchase right liability at issuance was determined using a valuation model that considered the probability of occurrence of the Series B Milestone Closing (see Note 13), an assumed discount rate, the estimated time period the preferred stock right would be outstanding, consideration received for the Series B convertible preferred stock, the number of shares to be issued to satisfy the preferred stock purchase right and at what price, and any changes in the fair value of the underlying Series B convertible preferred stock. The estimated fair value of the preferred stock purchase right liability at December 31, 2019, was determined using a valuation model that incorporated the probability of the occurrence in addition to the factors considered at issuance. The assumptions used to determine the fair value of the preferred stock purchase right upon issuance in August 2019 and as of December 31, 2019, included an estimated probability of occurrence of the Series B Milestone Closing of 90% and 90%, respectively, an assumed discount rate of 1.8% and 1.6%, respectively, and an estimated time period the preferred stock purchase right would be outstanding of 1.1 years and 0.8 years, respectively.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

12. Fair Value of Financial Instruments (Continued)

The following table provides a reconciliation of all liabilities measured at fair value using Level 3 significant unobservable inputs (in thousands):

	Preferred Stock Purchase Right Liability
Balance, December 31, 2018	$ –
Issuance of preferred stock purchase right	2,795,227
Change in fair value of preferred stock purchase right	(1,317,582)
Balance, December 31, 2019	$ 1,477,645

13. Stockholders' Deficit

Under the Amended and Restated Certificate of Incorporation dated August 26, 2019, the Company had a total of 126,270,161 shares of capital stock authorized for issuance, consisting of 71,919,982 shares of common stock, par value of $0.0001 per share, and 54,350,179 shares of preferred stock, par value of $0.0001 per share. Of the 54,350,179 shares of preferred stock, 6,170,349 are designated Series A convertible preferred stock and 48,179,830 are designated Series B convertible preferred stock.

Series A Convertible Preferred Stock

In December 2017, the Company sold and issued in a private placement 3,866,602 shares of Series A convertible preferred stock at $2.07 per share (the "Series A Financing"). Upon the closing of the Series A Financing, the convertible notes outstanding at that date were converted into 2,011,114 shares of Series A convertible preferred stock at 80% of the $2.07 price per share (the "Series A Original Issue Price") paid by the Series A Financing investors. The GSK Convertible Note converted into 292,633 shares of Series A convertible preferred stock at 85% of the Series A Original Issue Price. In connection with the convertible notes, the Company recorded a beneficial conversion feature of $924,836 which was recognized as a debt discount and accreted to interest expense over the term of the note using the effective interest method.

Series B Convertible Preferred Stock

On August 27, 2019, the Company entered into a Series B Convertible Preferred Stock Purchase Agreement ("Stock Purchase Agreement"). The Company's initial closing of the first tranche of its Series B convertible preferred stock occurred on this date. The Company issued 15,828,938 shares of Series B convertible preferred shares for cash proceeds of $37.7 million at a price per share of $2.37935 (the "Series B Original Issue Price"). In addition to the cash proceeds, 2,621,181 shares of Series B convertible preferred stock were issued in connection with the conversion of the Convertible Notes. Furthermore, two parties to the Stock Purchase Agreement committed to funding $6.3 million by October 26, 2019. This $6.3 million was received by the Company in September and October 2019 resulting in the issuance of an additional 2,663,505 shares of Series B convertible preferred shares.

The Stock Purchase Agreement contains provisions that potentially obligate the Company to sell, outside of its control, an additional 27,066,206 shares of Series B convertible preferred stock at the Series B Original Issue Price per share, for expected gross proceeds of $64.4 million, upon the achievement of a milestone (the "Series B Milestone Closing"). If the milestone is not achieved prior to

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

13. Stockholders' Deficit (Continued)

the Company's initial public offering, the holders may elect to purchase these shares prior to the completion of the initial public offering. If the shares are not purchased prior to the completion of the initial public offering, then this right to purchase these shares automatically expires. In the event that an Initial Series B Closing purchaser, or its affiliates or transferees, fails to purchase their required shares in the Series B Milestone Closing, then all the Series B convertible preferred shares held by such initial Series B purchaser will be automatically converted into one share of common stock for each 10 shares of Series B convertible preferred stock.

The Company determined its obligation to issue additional shares of the Company's Series B convertible preferred stock in the Series B Milestone Closing represented a freestanding financial instrument that required liability accounting. This freestanding preferred stock purchase right liability was initially recorded at fair value, with fair value changes recognized in the statements of operations and comprehensive loss. At the time of the initial Series B closing in August 2019, the estimated fair value of the preferred stock purchase right liability was $2.8 million. As of December 31, 2019, the fair value of the preferred stock purchase right was estimated to be $1.5 million and the Company recorded the $1.3 million decrease in the fair value of the Series B convertible preferred stock purchase right liability as change in fair value of preferred stock purchase right liability in the statements of operations and comprehensive loss.

Common Stock

As of December 31, 2019, of the authorized 71,919,982 shares of common stock, 5,922,233 shares were issued and 6,411,572 shares were outstanding for accounting purposes (489,339 shares are subject to repurchase rights as further discussed in Note 14). The voting, dividend, and liquidation rights of the holders of the common stock are subject to and qualified by the rights, powers, and preferences of the holders of the preferred stock. The holders of the common stock are entitled to one vote for each share of common stock held at all meetings of stockholders.

In September 2015, one of the Company's founders entered into a restricted stock purchase agreement, whereby 5,000,000 shares of common stock were issued subject to repurchase by the Company. The founder is not obliged to perform substantive services for the continued vesting of these shares. Any shares subject to repurchase by the Company are not deemed, for accounting purposes, to be outstanding until those shares vest. Shares will be released from the repurchase option at a rate of 104,166 and two thirds per month, over a 48 month period, such that they will be fully vested in September 2019. During the year ended December 31, 2019, 937,500 of these shares vested. The shares of common stock are subject to accelerated vesting upon certain events. No restricted common stock shares were repurchased by the Company from 2015 through December 31, 2019. As of December 31, 2019, none of these shares remained unvested and subject to repurchase.

The Company's capital stock has the following characteristics:

Dividends

Holders of the Series B convertible preferred stock, in preference to the holders of Series A convertible preferred stock and holders of common stock, shall be entitled to receive noncumulative dividends at an annual rate of 8% of the Series B Original Issue Price, payable only when and if declared by the Company's board. After payment of dividends on the Series B, the holders of the Series A convertible preferred stock, in preference to the holders of common stock, shall be entitled to

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

13. Stockholders' Deficit (Continued)

receive noncumulative dividends at the annual rate of 8% of the Series A Original Issue Price, payable only when and if declared by the Company's board. After payment of both dividends to the holders of Series B and Series A, as described above, any additional dividends shall be distributed among the holders of preferred stock and common stock pro rata based on the number of shares of common stock then held by each holder (assuming conversion of all such preferred stock into common stock). There have been no dividends declared by the board as of December 31, 2019.

Liquidation

The holders of the Series B convertible preferred stock are entitled to receive liquidation preferences at the Series B Original Issue Price of $2.37935, plus all accrued and declared but unpaid dividends. Liquidation payments to the holders of Series B convertible preferred stock have priority and are made in preference to any payments to the holders of Series A convertible preferred stock or holders of common stock. After payment in full of the Series B convertible preferred stock, the holders of the Series A convertible preferred stock are entitled to receive liquidation preferences at the Series A Original Issue Price of $2.07 (as adjusted for stock dividends, splits, and the like), plus all accrued and declared but unpaid dividends. Liquidation payments to the holders of Series A convertible preferred stock have priority and are made in preference to any payments to the holders of common stock.

After full payment of the liquidation preference to the holders of the Series B and Series A convertible preferred stock, the remaining assets, if any, will be distributed ratably to the holders of the common stock provided, however, that each holder of preferred stock shall be entitled to receive upon such liquidation the greater of (i) the amount distributed pursuant to above and (ii) the amount such holder would have received if all shares of preferred stock had been converted into common stock immediately prior to such liquidation.

Conversion Rights

The shares of Series B and Series A convertible preferred stock are convertible into an equal number of shares of common stock, at the option of the holder, subject to certain anti-dilution adjustments. The conversion rate for the preferred stock is determined by dividing the original issue price, as adjusted for stock splits, by the conversion price. The conversion price is initially the original issue price, but is subject to adjustment for dividends, stock splits, and other distributions. The conversion rate at December 31, 2019 for the Series B and Series A convertible preferred stock was 1:1.

Each share of Series B or Series A convertible preferred stock is automatically converted into common stock at the then effective conversion rate (A) at any time upon the affirmative election of the holders of at least a majority of the outstanding shares of the Series B or Series A convertible preferred stock, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of common stock for the account of the Company in which (i) the public offering price implies a pre-offering valuation of at least $150 million, (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $50 million and (iii) the Company's shares have been listed for trading on the New York Stock Exchange, Nasdaq Global Select Market or Nasdaq Global Market.

Redemption Rights

The holders of preferred stock do not have any redemption rights, except upon a deemed liquidation event as defined in the Company's articles of incorporation.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

13. Stockholders' Deficit (Continued)

Voting

The holder of each share of Series B and Series A convertible preferred stock is entitled to one vote for each share of common stock into which it would convert and to vote as one class with the common stockholders on all matters.

14. Share-Based Compensation

Stock Option Plan

In July 2015, the Company approved the 2015 Equity Incentive Plan (the "2015 Plan"). The 2015 Plan provides for the issuance of 2,000,000 shares of common stock to officers, directors, employees, non-employee directors, and consultants of the Company. The 2015 Plan allows for the grant of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock unit awards and other stock awards. In 2019, the Board of Directors approved the increase in common stock reserved for issuance to 11,319,803 shares, provided that if the Series B Milestone Closing (see Note 13) does not occur in accordance with the terms thereof, the maximum aggregate number of shares that may be subject to issuance under the 2015 Plan shall automatically decrease by 4,044,376 shares, resulting in a maximum aggregate number of shares reserve for issuance of 7,275,427 shares. The common stock reserved for issuance will be increased by any outstanding stock awards that expire or terminate for any reason prior to their exercise or settlement. As of December 31, 2019, there were 1,538,806 options remaining available for future issuance under the 2015 Plan.

The options that are granted from the 2015 Plan are exercisable at various dates as determined upon grant and will expire no more than ten years from their date of grant, or in the case of certain non-statutory options, ten years from the date of grant. Stock options generally vest over a four-year term. The exercise price of each option shall be determined by the Board of Directors, although generally options have an exercise price equal to the fair market value of the Company's stock on the date of the option grant. In the case of incentive stock options, the exercise price shall not be less than 100% of the fair market value of the Company's common stock at the time the option is granted. For holders of more than 10% of the Company's total combined voting power of all classes of stock, incentive stock options may not be granted at less than 110% of the fair market value of the Company's common stock at the date of grant and for a term not to exceed five years. For awards granted during 2019 with an exercise price between $0.92 and $1.29, the Company used a deemed fair value between $0.64 and $0.91 per share to calculate share-based compensation expense for stock options granted in 2019.

Stock Option Activity

During 2019, the Company issued 131,259 shares of common stock in connection with the exercise of stock options, for net proceeds of $47,262. The total intrinsic value of options exercised during the years ended December 31, 2018 and 2019 was $747,065 and $103,627, respectively.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

14. Share-Based Compensation (Continued)

The following table summarizes the option activity for the year ended December 31, 2019:

	Options	Weighted average exercise price	Weighted-average remaining contractual term (in years)
Outstanding at December 31, 2018	815,893	$ 0.08	9.13
Granted	8,012,400	1.05	
Exercised	(131,259)	0.36	
Cancelled	(77,609)	0.48	
Outstanding at December 31, 2019	8,619,425	$ 0.97	9.58
Exercisable at December 31, 2019	1,087,906	$ 0.50	8.75
Vested and expected to vest at December 31, 2019	8,619,425	$ 0.97	9.58

For the years ended December 31, 2018 and 2019, the total fair value of options vested during the year was $46,057 and $656,183, respectively.

The weighted-average grant date fair value of employee option grants during the years ended December 31, 2018 and 2019 was $0.75 per share and $0.73 per share, respectively.

For the year ended December 31, 2019, the aggregate intrinsic value of outstanding options and options exercisable was $668,359 and $610,439, respectively.

Liability for Early Exercise of Restricted Stock Options

Certain individuals were granted the ability to early exercise their stock options. The shares of common stock issued from the early exercise of unvested stock options are restricted and continue to vest in accordance with the original vesting schedule. The Company has the option to repurchase any unvested shares at the original purchase price upon any voluntary or involuntary termination. The shares purchased by the employees and non-employees pursuant to the early exercise of stock options are not deemed, for accounting purposes, to be outstanding until those shares vest. The cash received in exchange for exercised and unvested shares related to stock options granted is recorded as a liability for the early exercise of stock options on the accompanying balance sheets and will be transferred into common stock and additional paid-in capital as the shares vest. As of December 31, 2019, there were 489,339 shares subject to repurchase by the Company. As of December 31, 2019, the Company recorded $89,227 associated with shares issued with repurchase rights in other long-term liabilities.

Share-Based Compensation Expense

The Company recognized share-based compensation expense of $182,513 and $946,978 for the years ended December 31, 2018 and 2019, respectively. The total unrecognized compensation cost related to unvested share-based awards as of December 31, 2019 was $5,757,251, which is expected to be recognized over a weighted-average remaining service period of 3.6 years.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

14. Share-Based Compensation (Continued)

The fair value of stock options was estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions:

	Year ended December 31,	
	2018	2019
Common stock fair value	$0.81	$0.92 - $1.29
Risk-free interest rate	2.2% - 3.0%	1.5% - 2.3%
Expected volatility	81.2% - 83.5%	80.2% - 81.9%
Expected term (in years)	4.7 - 6.1	5.6 - 6.1
Expected dividend yield	0%	0%

Common Stock Reserved for Future Issuance

Common stock reserved for future issuance consisted of the following at December 31, 2019:

Common stock options granted and outstanding	8,619,425
Common stock options reserved for future option grants	1,538,806
Common stock reserved for conversion of preferred stock	27,283,973
	37,442,204

15. Income Taxes

Due to the Company's net losses for the years ended December 31, 2018 and December 31, 2019, and since the Company has a full valuation allowance against deferred tax assets, there was no provision or benefit for income taxes recorded in either year other than minimum amounts required for state tax purposes. There were no components of current or deferred federal or state tax provisions for the years ended December 31, 2018 and December 31, 2019.

A reconciliation on income taxes to the amount computed by applying the statutory federal income tax rate to the net loss is summarized as follows:

	Year ended December 31,	
	2018	2019
Income tax expense (benefit) at statutory rates	$ (57,478)	$(4,425,757)
State income tax, net of federal benefit	301	(1,959,234)
Permanent items	53,497	245,386
Research and development credits	(241,899)	(627,387)
Tax Cuts and Jobs Act	–	–
Other	17,984	1,926
Valuation allowance	227,595	7,287,243
Change in fair value of derivative liabilities	–	(522,177)
Income tax expense	$ –	$ –

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

15. Income Taxes (Continued)

Significant components of the Company's deferred tax assets are shown below:

	Year ended December 31, 2018	2019
Deferred tax assets:		
Net operating loss carry forwards	$ 949,292	$ 6,897,494
Depreciation and amortization	50,244	200,211
Research and development credits	293,350	1,315,586
Prepaid expenses	23,093	–
Accrued expenses	125,111	459,272
Lease liability	–	2,041,742
Other, net	6,525	2,847
Total deferred tax assets	1,447,615	10,917,152
Valuation allowance for deferred tax assets	(1,447,615)	(8,731,181)
Deferred tax assets, net of valuation allowance	$ –	$ 2,185,971
Deferred tax liabilities:		
Right-of-use asset	–	(2,036,127)
Depreciation and amortization	–	(149,844)
Net deferred tax assets	$ –	$ –

The Company has a net operating loss and has provided a valuation allowance against net deferred tax assets due to uncertainties regarding the Company's ability to realize these assets. The valuation allowance increased by $0.2 million and $7.3 million, in the years ended December 31, 2018 and 2019, respectively.

In assessing the realizability of deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which the temporary differences representing net future deductible amounts become deductible. Due to the Company's history of losses, and lack of other positive evidence, the Company has determined that it is more likely than not that its net deferred tax assets will not be realized, and therefore, the net deferred tax assets are fully offset by a valuation allowance at December 31, 2018 and 2019. The deferred tax assets were primarily comprised of federal and state tax net operating losses and tax credit carryforwards.

As of December 31, 2019, the Company had net operating loss carryforwards of approximately $24.7 million and $24.5 million, available to reduce future taxable income, if any, for both federal and California state income tax purposes, respectively. A portion of federal and state net operating loss carryforwards begin to expire in 2035 and 2036, respectively, if not previously utilized. The portion of federal net operating loss carryforwards generated in 2018 and 2019 of $21.5 million carry forward indefinitely.

The Company also had federal and state research and development credit carry forwards of approximately $977,473 and $736,951, respectively, at December 31, 2019. The federal credits will begin to expire in 2035 if not utilized. The California credits have no expiration date.

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

15. Income Taxes (Continued)

Utilization of the net operating loss ("NOL") and research and development credit carryforwards may be subject to a substantial annual limitation due to ownership change limitations that may have occurred or that could occur in the future, as required by Section 382 of the Internal Revenue Code of 1986, as amended ("the Code"), as well as similar state provisions. The future utilization of the Company's NOL and tax credit carryforwards to offset future taxable income may be subject to a substantial annual limitation as a result of changes in ownership by stockholders that hold 5% or more of the Company's common stock. An assessment of such ownership changes under Section 382 was not completed through December 31, 2019. To the extent that an assessment is completed in the future, the Company's ability to utilize tax attributes could be restricted on a year-by-year basis and certain attributes could expire before they are utilized. The Company will examine the impact of any potential ownership changes in the future.

The Company has not been audited by the Internal Revenue Service or any state income or franchise tax agency. As of December 31, 2019, its federal and state returns for the years ended 2015 through the current period are still open to examination. In addition, all of the net operating losses and research and development credit carryforwards that may be used in future years are still subject to inquiry given that the statute of limitation for these items would begin in the year of the utilization. The balance of gross unrecognized tax benefits as of December 31, 2019 is approximately $269,899 all of which would affect the Company's income tax expense if recognized, before consideration of the Company's valuation allowance. The Company does not expect its unrecognized tax benefits to change significantly over the next 12 months. The Company recognizes interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense.

The Company files income tax returns in the United States federal jurisdiction and the State of California and is not currently under examination by any taxing authority for any open tax year. Due to net operating loss carryforwards, all years remain open for income tax examination. To the extent the Company has tax attribute carryforwards, the tax years in which the attribute was generated may still be adjusted upon examination by the IRS or state tax authorities to the extent utilized in a future period. No federal or state tax audits are currently in process.

The following table summarizes the changes in the Company's gross unrecognized tax benefits for the year ended December 31, 2019:

Beginning balance	$ 73,614
Additions for tax positions taken in prior years	4,654
Additions for tax positions taken in current year	191,631
Ending balance	$269,899

NKARTA, INC.

NOTES TO FINANCIAL STATEMENTS

16. Net Loss Per Share

The following table sets forth the computation of the basic and diluted net loss per share:

	Year ended December 31,	
	2018	2019
Numerator:		
Net loss	$ (274,503)	$ (21,075,835)
Denominator:		
Weighted average common shares outstanding	5,466,659	6,336,792
Less: weighted average unvested common stock issued upon early exercise of common stock options	(15,055)	(925,430)
Less: weighted average unvested founder shares of common stock	(1,511,130)	–
Weighted average shares used to compute net loss per common share, basic and diluted	3,940,474	5,411,362
Net loss per share, basic and diluted	$ (0.07)	$ (3.89)

The following table sets forth the outstanding potentially dilutive securities that have been excluded in the calculation of diluted net loss per share because their inclusion would be anti-dilutive:

	Year ended December 31,	
	2018	2019
Convertible preferred stock	6,170,349	27,283,973
Common stock options	815,893	8,619,425
Unvested common stock upon early exercise of common stock options	785,000	489,339
Unvested founder shares of common stock	937,500	–
	8,708,742	36,392,737

17. Subsequent Events

For the purposes of the financial statements as of December 31, 2019 and the year then ended, the Company has evaluated subsequent events through April 17, 2020, the date on which the audited financial statements were issued.

The impact of the COVID-19 coronavirus outbreak on the financial and operational performance of the Company will depend on future developments, including the duration and spread of the outbreak and related governmental advisories and restrictions. These developments and the impact of COVID-19 on the financial markets and the overall economy are highly uncertain and cannot be predicted. If the financial markets and/or the overall economy are impacted for an extended period, the Company's results may be materially adversely affected. The Company is currently unable to determine the extent of the impact of the pandemic to its operations and financial condition.

NKARTA, INC.

CONDENSED BALANCE SHEETS

(Unaudited)

	December 31, 2019 (Note 2)	March 31, 2020	Pro forma Stockholders' Equity March 31, 2020
Assets			
Current assets			
Cash and cash equivalents	$ 20,606,849	$ 16,507,860	
Short-term investments, available-for-sale	16,384,273	9,188,286	
Prepaid expenses and other current assets	473,922	748,966	
Total current assets	37,465,044	26,445,112	
Restricted cash	268,535	268,535	
Property and equipment, net	3,079,525	5,644,798	
Operating lease right-of-use assets	7,143,570	6,879,010	
Other long-term assets	455,078	1,885,511	
Total assets	$ 48,411,752	$ 41,122,966	
Liabilities and stockholders' (deficit) equity			
Current liabilities			
Accounts payable	$ 1,881,665	$ 1,977,751	
Operating lease liabilities, current portion	1,515,813	1,594,889	
Preferred stock purchase right liability	1,477,645	900,000	
Accrued and other current liabilities	3,334,637	4,876,540	
Total current liabilities	8,209,760	9,349,180	
Operating lease liabilities, net of current portion	5,780,394	5,575,995	
Other long-term liabilities	89,227	76,775	
Total liabilities	14,079,381	15,001,950	
Commitments			
Convertible preferred stock, $0.0001 par value; 54,350,179 shares authorized at March 31, 2020; 27,283,973 issued and outstanding shares at December 31, 2019 and March 31, 2020; aggregate liquidation preference of $63,003,153 at March 31, 2020; no shares authorized, issued and outstanding, pro forma (unaudited)	59,814,882	59,814,882	$ –
Stockholders' (deficit) equity			
Common stock, $0.0001 par value; 71,919,982 shares authorized at March 31, 2020; 5,922,233 and 5,997,586 shares issued and 6,411,572 and 6,431,822 shares outstanding at December 31, 2019 and March 31, 2020, respectively; 33,281,559 shares issued and 33,715,795 shares outstanding, pro forma (unaudited)	592	599	3,328
Additional paid-in capital	1,178,778	1,674,822	61,486,975
Accumulated other comprehensive loss	(2,139)	(3,542)	(3,542)
Accumulated deficit	(26,659,742)	(35,365,745)	(35,365,745)
Total stockholders' (deficit) equity	(25,482,511)	(33,693,866)	$ 26,121,016
Total liabilities and stockholders' (deficit) equity	$ 48,411,752	$ 41,122,966	

See accompanying notes to financial statements

NKARTA, INC.

CONDENSED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(Unaudited)

	Three Months Ended March 31,	
	2019	2020
Collaboration revenue	$ 113,077	$ –
Operating expenses		
Research and development	2,294,117	7,259,838
General and administrative	939,838	2,148,421
Total operating expenses	3,233,955	9,408,259
Loss from operations	(3,120,878)	(9,408,259)
Other income (expense):		
Change in fair value of preferred stock purchase right liability	–	577,645
Interest income	37,899	124,611
Total other income	37,899	702,256
Net loss	$ (3,082,979)	$ (8,706,003)
Comprehensive loss:		
Net loss	$ (3,082,979)	$ (8,706,003)
Other comprehensive loss	–	(1,403)
Comprehensive loss	$ (3,082,979)	$ (8,707,406)
Net loss per share, basic and diluted	$ (0.64)	$ (1.46)
Weighted average shares outstanding, basic and diluted	4,838,626	5,954,041
Pro forma net loss per share, basic and diluted		$ (0.26)
Pro forma weighted average shares outstanding, basic and diluted		33,225,398

See accompanying notes to financial statements

NKARTA, INC.

CONDENSED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT

(Unaudited)

	Convertible Preferred Stock		Common Stock		Additional paid-in capital	Accumulated deficit	Accumulated Other Comprehensive Loss	Total
	Shares	Amount	Shares	Amount				
Balance, December 31, 2019	27,283,973	$ 59,814,882	5,922,233	$ 592	$ 1,178,778	$ (26,659,742)	$ (2,139)	$ (25,482,511)
Vesting of shares of common stock subject to repurchase	–	–	64,728	6	13,504	–	–	13,510
Stock option exercises	–	–	10,625	1	481	–	–	482
Share-based compensation expense	–	–	–		482,059	–	–	482,059
Unrealized loss on short-term investments	–	–	–	–	–	–	(1,403)	(1,403)
Net loss	–	–	–	–	–	(8,706,003)	–	(8,706,003)
Balance, March 31, 2020	27,283,973	$ 59,814,882	5,997,586	$ 599	$ 1,674,822	$ (35,365,745)	$ (3,542)	$ (33,693,866)

	Convertible Preferred Stock		Common Stock		Additional paid-in capital	Accumulated deficit	Accumulated Other Comprehensive Loss	Total
	Shares	Amount	Shares	Amount				
Balance, December 31, 2018	6,170,349	$ 12,709,293	4,557,813	$ 456	$ 187,457	$ (5,583,907)	$ –	$ (5,395,994)
Vesting of shares of common stock subject to repurchase	–	–	498,021	50	20,389	–	–	20,439
Share-based compensation expense	–	–	–	–	66,878	–	–	66,878
Net loss	–	–	–	–	–	(3,082,979)	–	(3,082,979)
Balance, March 31, 2019	6,170,349	$ 12,709,293	5,055,834	$ 506	$ 274,724	$ (8,666,886)	$ –	$ (8,391,656)

See accompanying notes to financial statements

NKARTA, INC.

CONDENSED STATEMENT OF CASH FLOWS

(Unaudited)

	Three Months Ended March 31,	
	2019	2020
Cash flows from operating activities		
Net loss	$ (3,082,979)	$ (8,706,003)
Adjustments to reconcile net loss to net cash used in operating activities:		
Share-based compensation expense	66,878	482,059
Depreciation and amortization	71,210	140,702
Accretion of investments, net	–	(27,891)
Change in fair value of preferred stock purchase right liability	–	(577,645)
Non-cash lease expense	–	139,237
Changes in operating assets and liabilities:		
Accounts receivable, prepaid expenses and other current assets	(127,049)	(163,280)
Accounts payable and accrued and other liabilities	(882,170)	425,858
Deferred revenue	137,197	–
Net cash used in operating activities	(3,816,913)	(8,286,963)
Cash flows from investing activities		
Purchases of property and equipment	(429,679)	(2,325,011)
Purchases of short-term investments	–	(3,577,525)
Maturities of short-term investments	–	10,800,000
Net cash (used in) provided by investing activities	(429,679)	4,897,464
Cash flows from financing activities		
Proceeds from stock option exercise	–	482
Proceeds from early exercise of stock options	–	1,059
Payments of deferred offering costs	(12,609)	(711,033)
Net cash used in financing activities	(12,609)	(709,492)
Net decrease in cash and cash equivalents	(4,259,201)	(4,098,991)
Cash, cash equivalents, and restricted cash beginning of year	7,956,487	20,875,384
Cash, cash equivalents, and restricted cash end of year	$ 3,697,286	$ 16,776,393
Reconciliation of cash, cash equivalents and restricted cash to the balance sheet:		
Cash and cash equivalents	$ 3,607,473	$ 16,507,860
Restricted cash	89,813	268,535
Total cash, cash equivalents and restricted cash	$ 3,697,286	$ 16,776,394
Supplemental disclosure of cash flow information:		
Non-cash investing activities:		
Acquisition of property and equipment	$ 133,862	$ 380,963
Non-cash financing activities:		
Deferred offering costs included in accrued and other liabilities	$ –	$ 831,165

See accompanying notes to financial statements

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

1. Organization and Description of Business

Nkarta, Inc. ("Nkarta" or the "Company") was incorporated in the State of Delaware in July 2015. The Company is a private biopharmaceutical company developing engineered Natural Killer ("NK") cells to fight cancer. The Company is focused on leveraging the natural potent power of NK cells to identify and kill abnormal cells and recruit adaptive immune effectors to generate responses that are specific and durable. Nkarta is combining its NK expansion platform technology with proprietary cell engineering technologies to generate an abundant supply of NK cells, engineer enhanced NK cell recognition of tumor targets, and improve persistence for sustained activity in the body for the treatment of cancer. Nkarta's goal is to develop off-the-shelf NK cell therapy product candidates to improve outcomes for patients.

Liquidity

As of March 31, 2020, the Company has devoted substantially all of its efforts to organizing and staffing, business planning, raising capital, and conducting preclinical studies, and has not realized substantial revenues from its planned principal operations. In addition, the Company has a limited operating history, has incurred operating losses since inception and expects that it will continue to incur net losses into the foreseeable future as it continues its research and development activities. As of March 31, 2020, the Company had an accumulated deficit of $35.4 million and cash, cash equivalents, restricted cash and short-term investments of $26.0 million. The Company will require additional cash funding to continue to execute its strategic plan and fund operations beyond October 2020. These factors raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements have been prepared assuming the Company will continue as a going concern. This basis of accounting contemplates the recovery of the Company's assets and the satisfaction of liabilities in the normal course of business and does not include any adjustments to reflect the possible future effects of the recoverability and classification of assets or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

The Company will seek to obtain additional capital through debt or equity financings or other arrangements to fund operations; however, there can be no assurance that the Company will be able to raise needed capital under acceptable terms, if at all. The sale of additional equity may dilute existing stockholders and newly issued shares may contain senior rights and preferences compared to currently outstanding shares of common stock. Issued debt securities may contain covenants and limit the Company's ability to pay dividends or make other distributions to stockholders. If the Company is unable to obtain such additional financing, future operations would need to be scaled back or discontinued.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed financial statements as of March 31, 2020 and for the three months ended March 31, 2019 and 2020 have been prepared in accordance with U.S. generally accepted accounting principle ("U.S. GAAP") for interim financial information and pursuant to Article 10 of Regulation S-X of the Securities Act of 1933, as amended (the "Securities Act"). Accordingly, they do not include all of the information and notes required by U.S. GAAP for complete financial statements. These unaudited condensed financial statements include only normal and recurring

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

2. Basis of Presentation and Significant Accounting Policies (Continued)

adjustments that the Company believes are necessary to fairly state the Company's financial position and the results of its operations and cash flows. The results for the three months ended March 31, 2020 are not necessarily indicative of the results expected for the full fiscal year or any subsequent interim period. The condensed balance sheet at December 31, 2019 has been derived from the audited financial statements at that date but does not include all disclosures required by U.S. GAAP for complete financial statements. Because all of the disclosures required by U.S. GAAP for complete financial statements are not included herein, these unaudited condensed financial statements and the notes accompanying them should be read in conjunction with the Company's audited financial statements for the year ended December 31, 2019 included elsewhere in this Registration Statement on Form S-1 filed with the Securities and Exchange Commission ("SEC").

Unaudited Pro Forma Financial Information

The unaudited pro forma stockholders' equity as of March 31, 2020 assumes the conversion of all outstanding shares of convertible preferred stock into 27,283,973 shares of common stock immediately prior to the completion of the Company's planned initial public offering ("IPO"). The shares of common stock issuable and the proceeds expected to be received in the IPO are excluded from such pro forma financial information. Pro forma basic and diluted net loss per share has been computed to give effect to the conversion of all outstanding convertible preferred stock into shares of common stock. The unaudited pro forma net loss per share for the three months ended March 31, 2020 was computed using the weighted-average number of shares of common stock outstanding, including the pro forma effect of the conversion of all outstanding shares of convertible preferred stock into shares of common stock as if such conversion had occurred at the beginning of the period, or their issuance dates, if later.

Deferred Offering Costs

The Company has deferred offering costs consisting of legal, accounting and other fees and costs directly attributable to its IPO. The deferred offering costs will be offset against the proceeds received upon the completion of the IPO. In the event the IPO is terminated, all of the deferred offering costs will be expensed within the Company's statements of operations and comprehensive loss. The deferred offering costs were $0.1 million and $1.5 million as of December 31, 2019 and March 31, 2020, respectively. Deferred offering costs were recorded under other long-term assets on the balance sheets.

Net Loss Per Share

Basic net loss per share is calculated by dividing the net loss attributable to common stockholders by the weighted-average number of common shares outstanding for the period, without consideration of potential dilutive securities. Diluted net loss per share is computed by dividing the net loss attributable to common stockholders by the sum of the weighted average number of common shares plus the potential dilutive effects of potential dilutive securities outstanding during the period. Potential dilutive securities are excluded from diluted earnings or loss per share if the effect of such inclusion is antidilutive. The Company's potentially dilutive securities, which include convertible preferred stock, unvested common stock, and outstanding stock options under the Company's equity incentive plan, have been excluded from the computation of diluted net loss per share as they would be anti-dilutive to the net loss per share. For all periods presented, there is no difference in the number of shares used to calculate basic and diluted shares outstanding due to the Company's net loss position.

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

2. Basis of Presentation and Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

Financial Instruments. In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses* (Topic 326): Measurement of Credit Losses on Financial Instruments, which amends the impairment model by requiring entities to use a forward-looking approach based on expected losses to estimate credit losses on certain types of financial instruments, including available-for-sale debt securities. The Company adopted this standard in the first quarter of 2020. The adoption of this standard did not have a material impact on the Company's financial statements.

Fair Value Measurements. In August 2018, the FASB issued ASU 2018-13—Fair Value Measurement (Topic 820): *Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement*, which eliminates, adds and modifies certain disclosure requirements for fair value measurement. The amendments in ASU 2018-13 that relate to changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements and the narrative description of measurement uncertainty should be applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments in ASU 2018-13 should be applied retrospectively to all periods presented upon their effective date. The Company adopted this standard in the first quarter of 2020. The adoption of this standard did not have a material impact on the Company's disclosures.

There were no other significant updates to the recently issued accounting standards other than as disclosed herewith for the three months ended March 31, 2020. Although there are several other new accounting pronouncements issued or proposed by the FASB, the Company does not believe any of those accounting pronouncements have had or will have a material impact on its financial position or operating results.

3. Net Loss Per Share

The following tables summarize the computation of the basic and diluted net loss per share:

	Three Months Ended March 31,	
	2019	2020
Numerator:		
Net loss	$ (3,082,979)	$ (8,706,003)
Denominator:		
Weighted average common shares outstanding	6,280,313	6,420,410
Less: weighted average unvested common stock issued upon early exercise of common stock options	(709,048)	(466,369)
Less: weighted average unvested founder shares of common stock	(732,639)	–
Weighted average shares used to compute net loss per share, basic and diluted	4,838,626	5,954,041
Net loss per share, basic and diluted	$ (0.64)	$ (1.46)

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

3. Net Loss Per Share (Continued)

The following table summarizes the outstanding potentially dilutive securities that have been excluded in the calculation of diluted net loss per share because their inclusion would be anti-dilutive:

	As of March 31,	
	2019	2020
Convertible preferred stock	6,170,349	27,283,973
Common stock options	805,893	9,204,950
Unvested common stock upon early exercise of common stock options	599,480	434,236
Unvested founder shares of common stock	625,000	–
	8,200,722	36,923,159

Pro Forma Net Loss Per Share

The following table summarizes the Company's pro forma net loss per share:

	Three Months Ended March 31, 2020
Numerator:	
Net loss	$ (8,706,003)
Denominator:	
Shares used to compute net loss per share, basic and diluted	5,954,041
Pro forma adjustments to reflect assumed weighted average effect of conversion of convertible preferred stock	27,271,357
Shares used to compute pro forma net loss per share, basic and diluted	33,225,398
Pro forma net loss per share, basic and diluted	$ (0.26)

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

4. Fair Value of Financial Instruments

The following tables summarize the fair value of the Company's financial instruments:

	December 31, 2019	Fair Value Measurements Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Asset:				
Cash equivalents:				
Commercial paper	$ 2,395,144	$ –	$ 2,395,144	$ –
Short-term investments:				
Corporate debt securities	$ 6,026,580	–	$ 6,026,580	–
Commercial paper	10,357,693	–	10,357,693	–
Total short-term investments	16,384,273	–	16,384,273	–
Total	$ 18,779,417	$ –	$ 18,779,417	$ –
Liabilities:				
Preferred stock purchase right liability	$ 1,477,645	$ –	$ –	$ 1,477,645

	March 31, 2020	Fair Value Measurements Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(Unaudited)		
Asset:				
Cash equivalents:				
Money market funds	$14,027,469	$ 14,027,469	$ –	$ –
Short-term investments:				
Corporate debt securities	2,409,324	–	2,409,324	–
Commercial paper	6,778,962	–	6,778,962	–
Total short-term investments	9,188,286	–	9,188,286	–
Total	$23,215,755	$ 14,027,469	$ 9,188,286	$ –
Liabilities:				
Preferred stock purchase right liability	$ 900,000	$ –	$ –	$ 900,000

There were no transfers in or out of Level 1 or Level 2 during the three months ended March 31, 2020.

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

4. Fair Value of Financial Instruments (Continued)

Cash Equivalents and Short-Term Investments

Financial assets measured at fair value on a recurring basis consist of the Company's cash equivalents and short-term investments. Cash equivalents consisted of money market funds and short- term investments consisted of commercial paper and corporate bonds. The Company obtains pricing information from its investment manager and generally determines the fair value of investment securities using standard observable inputs, including reported trades, broker/dealer quotes, and bids and/or offers.

Investments are classified as Level 1 within the fair value hierarchy if their quoted prices are available in active markets for identical securities. Investments in money market funds of $14.0 million as of March 31, 2020 were classified as Level 1 instruments and were included in cash and cash equivalents.

Investments in corporate debt securities and commercial paper are valued using Level 2 inputs. Level 2 securities are initially valued at the transaction price and subsequently valued and reported upon utilizing inputs other than quoted prices that are observable either directly or indirectly, such as quotes from third-party pricing vendors. Fair values determined by Level 2 inputs, which utilize data points that are observable such as quoted prices, interest rates and yield curves, require the exercise of judgment and use of estimates, that if changed, could significantly affect the Company's financial position and results of operations. The marketable securities of $9.2 million as of March 31, 2020 were classified as Level 2 instruments and were included in short-term investments.

The following tables summarize the Company's short-term investments accounted for as available-for-sale securities as of December 31, 2019 and March 31, 2020:

		December 31, 2019			
	Maturity (in years)	Amortized Cost	Unrealized Losses	Unrealized Gains	Estimated Fair Value
Corporate debt securities	1 year or less	$ 6,028,719	$ (2,139)	$ –	$ 6,026,580
Commercial paper	1 year or less	10,357,693	–	–	10,357,693
Total		$ 16,386,412	$ (2,139)	$ –	$ 16,384,273

		March 31, 2020			
	Maturity (in years)	Amortized Cost	Unrealized Losses	Unrealized Gains	Estimated Fair Value
Corporate debt securities	1 year or less	$ 2,412,866	$ (3,542)	$ –	$ 2,409,324
Commercial paper	1 year or less	6,778,962	–	–	6,778,962
Total		$ 9,191,828	$ (3,542)	$ –	$ 9,188,286

The Company has classified all of its available-for-sale investment securities as current assets on the balance sheet based on the highly liquid nature of these investment securities and because these investment securities are considered available for use in current operations.

There were no impairments considered other-than-temporary during the three months ended March 31, 2020, as it is management's intention and ability to hold the securities until a recovery of the

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

4. Fair Value of Financial Instruments (Continued)

cost basis or recovery of fair value. Unrealized gains and losses are included in accumulated other comprehensive loss.

Preferred Stock Purchase Right Liability

The estimated fair value of the preferred stock purchase right liability at December 31, 2019 and March 31, 2020, was determined using a valuation model that incorporated the probability of the occurrence of the Series B Milestone Closing in addition to the factors considered at issuance. The assumptions used to determine the fair value of the preferred stock purchase right liability upon issuance in August 2019, and as of December 31, 2019 and March 31, 2020, included an estimated probability of occurrence of the Series B Milestone Closing of 90%, an assumed discount rates of 1.8%, 1.6% and 0.2%, respectively, and an estimated time period the preferred stock purchase right liability would be outstanding of 1.1 years, 0.8 years and 0.5 years, respectively. As certain of these inputs are not observable in the market, the preferred stock purchase right liability is classified as a Level 3 instrument.

The following table provides the change in preferred stock purchase right liability for the three months ended March 31, 2020:

	Preferred Stock Purchase Right Liability
Balance, December 31, 2019	$ 1,477,645
Issuance of preferred stock purchase right	–
Change in fair value of preferred stock purchase right	(577,645)
Balance, March 31, 2020	$ 900,000

5. Balance Sheet Components

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets are comprised of the following:

	December 31, 2019	March 31, 2020
Prepaid expenses	$ 407,414	$472,238
Prepaid licenses	–	235,167
Other current assets	66,508	41,561
Total prepaid expenses and other current assets	$ 473,922	$748,966

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

5. Balance Sheet Components (Continued)

Property and Equipment, Net

Property and equipment, net is comprised of the following:

	December 31, 2019	March 31, 2020
Leasehold improvements	$ 287,091	$ 287,091
Furniture and fixtures	264,828	277,672
Research equipment	2,928,726	3,607,703
Computers and software	60,768	60,768
Construction in progress	183,505	2,197,659
Total property and equipment	3,724,918	6,430,893
Less accumulated depreciation and amortization	(645,393)	(786,095)
Total property and equipment, net	$ 3,079,525	$5,644,798

Depreciation and amortization expense were $0.1 million for each of the three months ended March 31, 2019 and 2020.

Other Long-term Assets

Other long-term assets are comprised of the following:

	December 31, 2019	March 31, 2020
Deposits	$ 351,048	$ 343,313
Deferred offering costs	104,030	1,542,198
Total other long-term assets	$ 455,078	$1,885,511

Accrued and Other Liabilities

Accrued other liabilities are comprised of the following:

	December 31, 2019	March 31, 2020
Compensation	$ 1,677,740	$ 913,266
Research and development	702,699	1,487,183
Property and equipment	213,739	594,702
Deferred offering costs related	104,030	935,195
Other	636,429	946,194
Total accrued and other liabilities	$ 3,334,637	$ 4,876,540

6. Leases

The Company has operating leases for its corporate office and laboratory space and dedicated space in a vivarium in South San Francisco, California. Rent expense, which is recognized on a

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

6. Leases (Continued)

straight-line basis over the term of each lease, was $0.1 million and $0.4 million for the three months ended March 31, 2019 and 2020, respectively. The weighted-average remaining lease term for the corporate office and laboratory space leases was 6.3 years and 6.1 years, and the remaining term for the vivarium lease was 1.3 years and 1.0 year as of December 31, 2019 and March 31, 2020, respectively.

Maturities of operating lease liabilities under existing operating leases as of March 31, 2020 were as follows:

Year ending December 31,	March 31, 2020
2020 (remaining 9 months)	$ 1,286,241
2021	1,461,373
2022	1,452,121
2023	1,502,982
2024	1,555,677
2025 and thereafter	2,153,479
Total future minimum lease payments	9,411,873
Less interest	(2,240,989)
Total lease liability	$ 7,170,884

7. Commitments & Contingencies

Guarantee Agreement

The Company has agreements whereby it indemnifies its officers and directors for certain events or occurrences while the officer or director is, or was, serving at the Company's request in such capacity. The term of the indemnification period is for the officer's or director's lifetime. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited; however, the Company has a director and officer insurance policy that limits its exposure and enables the Company to recover a portion of any future amounts under certain circumstances and subject to deductibles and exclusions. The Company had no liabilities recorded for these agreements as of December 31, 2019 and March 31, 2020.

Letters of Credit

The Company has a $0.3 million letter of credit agreement with a financial institution that is used as collateral for the Company's corporate headquarters' operating lease. The letter of credit automatically renews annually without amendment unless cancelled by the financial institutions within 30 days of the annual expiration date.

8. GSK Collaboration and License Agreement

In April 2017, the Company entered into the Collaboration and License Agreement (the "Collaboration Agreement") with GlaxoSmithKline Intellectual Property Development Limited and Glaxo Group Limited (together, "GSK") to research and develop therapeutics using Engineered NK Cells as

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

8. GSK Collaboration and License Agreement (Continued)

carriers for target programs. On December 10, 2018, the Collaboration Agreement with GSK was terminated. For the three months ended March 31, 2019, a nominal revenue of approximately $0.1 million recognized in connection with the wind-down activities. There was no revenue recorded for the three months ended March 31, 2020.

9. Stockholders' Deficit

Under the Amended and Restated Certificate of Incorporation dated August 26, 2019, the Company had a total of 126,270,161 shares of capital stock authorized for issuance, consisting of 71,919,982 shares of common stock, par value of $0.0001 per share, and 54,350,179 shares of preferred stock, par value of $0.0001 per share. Of the 54,350,179 shares of preferred stock, 6,170,349 are designated Series A convertible preferred stock and 48,179,830 are designated Series B convertible preferred stock.

Series A Convertible Preferred Stock

In December 2017, the Company sold and issued in a private placement 3,866,602 shares of Series A convertible preferred stock at $2.07 per share (the "Series A Financing"). Upon the closing of the Series A Financing, the convertible notes outstanding at that date were converted into 2,011,114 shares of Series A convertible preferred stock at 80% of the $2.07 price per share (the "Series A Original Issue Price") paid by the Series A Financing investors. The GSK Convertible Note converted into 292,633 shares of Series A convertible preferred stock at 85% of the Series A Original Issue Price. In connection with the convertible notes, the Company recorded a beneficial conversion feature of $924,836 which was recognized as a debt discount and accreted to interest expense over the term of the note using the effective interest method.

Series B Convertible Preferred Stock

On August 27, 2019, the Company entered into a Series B Convertible Preferred Stock Purchase Agreement ("Stock Purchase Agreement"). The Company's initial closing of the first tranche of its Series B convertible preferred stock occurred on this date. The Company issued 15,828,938 shares of Series B convertible preferred shares for cash proceeds of $37.7 million at a price per share of $2.37935 (the "Series B Original Issue Price"). In addition to the cash proceeds, 2,621,181 shares of Series B convertible preferred stock were issued in connection with the conversion of the Convertible Notes. Furthermore, two parties to the Stock Purchase Agreement committed to funding $6.3 million by October 26, 2019. This $6.3 million was received by the Company in September and October 2019 resulting in the issuance of an additional 2,663,505 shares of Series B convertible preferred shares.

The Stock Purchase Agreement contains provisions that potentially obligate the Company to sell, outside of its control, an additional 27,066,206 shares of Series B convertible preferred stock at the Series B Original Issue Price per share, for expected gross proceeds of $64.4 million, upon the achievement of a milestone, (the "Series B Milestone Closing"). If the milestone is not achieved prior to the Company's initial public offering, the holders may elect to purchase these shares prior to the completion of the initial public offering. If the shares are not purchased prior to the completion of the initial public offering, then this right to purchase these shares automatically expires. In the event that an Initial Series B Closing purchaser, or its affiliates or transferees, fails to purchase their required shares in the Series B Milestone Closing, then all the Series B convertible preferred shares held by such initial

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

9. Stockholders' Deficit (Continued)

Series B purchaser will be automatically converted into one share of common stock for each ten shares of Series B convertible preferred stock.

The Company determined its obligation to issue additional shares of the Company's Series B convertible preferred stock in the Series B Milestone Closing represented a freestanding financial instrument that required liability accounting. This freestanding preferred stock purchase right liability was initially recorded at fair value, with fair value changes recognized in the statements of operations and comprehensive loss. At the time of the initial Series B closing in August 2019, the estimated fair value of the preferred stock purchase right liability was $2.8 million. The fair value of the preferred stock purchase right liability was estimated to be $1.5 million and $0.9 million as of December 31, 2019 and March 31, 2020, respectively. The Company recorded the change in the fair value of the Series B convertible preferred stock purchase right liability of nil and $0.6 million in the statements of operations and comprehensive loss for the three months ended March 31, 2019 and 2020, respectively.

Common Stock

As of March 31, 2020, of the authorized 71,919,982 shares of common stock, 5,997,586 shares were issued and 6,431,822 shares were outstanding for accounting purposes (434,236 shares are subject to repurchase rights as further discussed in Note 10). The voting, dividend, and liquidation rights of the holders of the common stock are subject to and qualified by the rights, powers, and preferences of the holders of the preferred stock. The holders of the common stock are entitled to one vote for each share of common stock held at all meetings of stockholders.

The Company's capital stock has the following characteristics:

Dividends

Holders of the Series B convertible preferred stock, in preference to the holders of Series A convertible preferred stock and holders of common stock, shall be entitled to receive noncumulative dividends at an annual rate of 8% of the Series B Original Issue Price, payable only when and if declared by the Company's board of directors. After payment of dividends on the Series B, the holders of the Series A convertible preferred stock, in preference to the holders of common stock, shall be entitled to receive noncumulative dividends at the annual rate of 8% of the Series A Original Issue Price, payable only when and if declared by the Company's board of directors. After payment of both dividends to the holders of Series B and Series A, as described above, any additional dividends shall be distributed among the holders of preferred stock and common stock pro rata based on the number of shares of common stock then held by each holder (assuming conversion of all such preferred stock into common stock). There have been no dividends declared by the board of directors as of December 31, 2019 and March 31, 2020.

Liquidation

The holders of the Series B convertible preferred stock are entitled to receive liquidation preferences at the Series B Original Issue Price of $2.37935, plus all accrued and declared but unpaid dividends. Liquidation payments to the holders of Series B convertible preferred stock have priority and are made in preference to any payments to the holders of Series A convertible preferred stock or holders of common stock. After payment in full of the Series B convertible preferred stock, the holders

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

9. Stockholders' Deficit (Continued)

of the Series A convertible preferred stock are entitled to receive liquidation preferences at the Series A Original Issue Price of $2.07 (as adjusted for stock dividends, splits, and the like), plus all accrued and declared but unpaid dividends. Liquidation payments to the holders of Series A convertible preferred stock have priority and are made in preference to any payments to the holders of common stock.

After full payment of the liquidation preference to the holders of the Series B and Series A convertible preferred stock, the remaining assets, if any, will be distributed ratably to the holders of the common stock provided, however, that each holder of preferred stock shall be entitled to receive upon such liquidation the greater of (i) the amount distributed pursuant to above and (ii) the amount such holder would have received if all shares of preferred stock had been converted into common stock immediately prior to such liquidation.

Conversion Rights

The shares of Series B and Series A convertible preferred stock are convertible into an equal number of shares of common stock, at the option of the holder, subject to certain anti-dilution adjustments. The conversion rate for the preferred stock is determined by dividing the original issue price, as adjusted for stock splits, by the conversion price. The conversion price is initially the original issue price, but is subject to adjustment for dividends, stock splits, and other distributions. The conversion rate at March 31, 2020 for the Series B and Series A convertible preferred stock was 1:1.

Each share of Series B or Series A convertible preferred stock is automatically converted into common stock at the then effective conversion rate (A) at any time upon the affirmative election of the holders of at least a majority of the outstanding shares of the Series B or Series A convertible preferred stock, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of common stock for the account of the Company in which (i) the public offering price implies a pre-offering valuation of at least $150 million, (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $50 million and (iii) the Company's shares have been listed for trading on the New York Stock Exchange, Nasdaq Global Select Market or Nasdaq Global Market.

Redemption Rights

The holders of preferred stock do not have any redemption rights, except upon a deemed liquidation event as defined in the Company's articles of incorporation.

Voting

The holder of each share of Series B and Series A convertible preferred stock is entitled to one vote for each share of common stock into which it would convert and to vote as one class with the common stockholders on all matters.

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

10. Share-Based Compensation

Stock Option Plan

The Company's 2015 Equity Incentive Plan (the "2015 Plan") allows for the grant of incentive stock options, non-statutory stock options, stock appreciation rights, restricted stock unit awards and other stock awards to its officers, directors, employees, non-employee directors, and consultants. In 2019, the Board of Directors approved the increase in common stock reserved for issuance to 11,319,803 shares, provided that if the Series B Milestone Closing (see Note 9) does not occur in accordance with the terms thereof, the maximum aggregate number of shares that may be subject to issuance under the 2015 Plan shall automatically decrease by 4,044,376 shares, resulting in a maximum aggregate number of shares reserve for issuance of 7,275,427 shares. The options remaining available for future issuance under the 2015 Plan were 933,031 shares as of March 31, 2020.

Stock Option Activity

The following table summarizes the option activity during the three months ended March 31, 2020:

	Options	Weighted-average exercise price	Weighted-average remaining contractual term (in years)
Outstanding at December 31, 2019	8,619,425	$ 0.97	9.6
Granted	606,000	1.16	
Exercised	(20,250)	0.08	
Forfeited	(225)	1.05	
Outstanding at March 31, 2020	9,204,950	$ 0.98	9.4
Exercisable at March 31, 2020	770,936	$ 0.69	8.7
Vested and expected to vest at March 31, 2020	9,204,950	$ 0.98	9.4

The weighted-average grant date fair value of stock option grants was $0.79 per share for the three months ended March 31, 2020. There were no stock option grants for the three months ended March 31, 2019.

Liability for Early Exercise of Restricted Stock Options

Shares subject to repurchase by the Company were 489,339 shares and 434,236 shares, with the related liability of $89,227 and $76,775 recorded under other long-term liabilities in the balance sheets as of December 31, 2019 and March 31, 2020, respectively.

Share-Based Compensation Expense

The Company recognized share-based compensation expense of $66,878 and $482,059 for the three months ended March 31, 2019 and 2020, respectively. The total unrecognized compensation cost related to unvested share-based awards were $5.8 million, which were expected to be recognized over a weighted-average remaining service period of 1.3 years as of March 31, 2020.

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

10. Share-Based Compensation (Continued)

The fair value of stock options was estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions:

	Three Months Ended March 31, 2020
Common stock fair value	$ 1.16
Risk-free interest rate	0.51%
Expected volatility	87.78%
Expected term (in years)	6.0
Expected dividend yield	–%

There were no grants during the three months ended March 31, 2019.

Common Stock Reserved for Future Issuance

Common stock reserved for future issuance consisted of the following at March 31, 2020:

	March 31, 2020
Common stock options granted and outstanding	9,204,950
Common stock options reserved for future option grants	933,031
Common stock reserved for conversion of preferred stock	27,283,973
	37,421,954

11. Employee Benefits

The Company has a defined contribution 401(k) plan that is available to eligible employees. Under the terms of the plan, employees may make voluntary contributions as a percent of compensation, limited to the maximum amount allowable under federal tax regulations. As part of the plan, the Company elected to make non-matching contributions via mandatory 3% of compensation safe harbor nonelective contributions. The Company recognized expense related to the nonelective 401(k) contributions of $0.1 million for each of the three months ended March 31, 2019 and 2020.

12. Income Taxes

There was no provision for income taxes recorded during the three months ended March 31, 2019 and 2020. The Company's deferred tax assets continue to be fully offset by a valuation allowance.

13. Subsequent Events

For the interim financial statements as of March 31, 2020, and for the three months then ended, the Company has evaluated subsequent events through May 18, 2020, which is the date the financial statements were available to be issued.

In May 2020, the Company signed a second amendment to the lease agreement of the Company's office and laboratory facilities for an eight-year non-cancelable lease of additional office and laboratory

NKARTA, INC.
NOTES TO FINANCIAL STATEMENTS

(Unaudited)

13. Subsequent Events (Continued)

space in the same building. The lease for additional office and laboratory space provided for abatement of rent during the first three months of the lease and contained rent escalations during the term of the lease. The lease for this additional space is expected to commence in the first quarter of 2021 and expires in 2029. The second lease amendment also includes an extension of the lease of existing office and laboratory space beginning on May 1, 2020 through the first quarter of 2029. The lease agreement includes an option to extend the lease for an additional seven-year term. As a result of the amendment to the lease agreement, the Company had an additional total minimum lease payments of $9.4 million over the lease term through 2029.

Shares

Common Stock

PROSPECTUS

Cowen **Evercore ISI** **Stifel** **Mizuho Securities**

, 2020

Until , 2020, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This requirement is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth all expenses to be paid by the registrant, other than estimated underwriting discounts and commissions, in connection with this offering. All amounts shown are estimates except for the SEC registration fee, the FINRA filing fee and the Nasdaq Global Market listing fee.

	Amount to be Paid
SEC Registration Fee	$12,980
FINRA filing fee	$15,500
Nasdaq listing fee	*
Printing	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous expenses	*
Total:	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law, or DGCL, authorizes a corporation's Board of Directors to grant, and authorizes a court to award, indemnity to officers, directors and other corporate agents. As permitted by Section 102(b)(7) of the DGCL, the registrant's certificate of incorporation to be in effect upon the completion of this offering includes provisions that eliminate the personal liability of its directors and officers for monetary damages for breach of their fiduciary duty as directors and officers, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions or (iv) for any transaction from which the director derived an improper personal benefit.

In addition, as permitted by Section 145 of the DGCL, the by-laws of the registrant provide that:

- The registrant shall indemnify its directors and officers for serving the registrant in those capacities or for serving other business enterprises at the registrant's request, to the fullest extent permitted by Delaware law. Delaware law provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.
- The registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is permitted by applicable law.
- The registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding, except that such director or officer shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

- The registrant is not obligated pursuant to the by-laws to indemnify a person with respect to proceedings initiated by that person, except with respect to proceedings authorized by the registrant's Board of Directors or brought to enforce a right to indemnification.
- The rights conferred in the by-laws are not exclusive, and the registrant is authorized to enter into indemnification agreements with its directors, officers, employees and agents and to obtain insurance to indemnify such persons.
- The registrant may not retroactively amend the by-law provisions to reduce its indemnification obligations to directors, officers, employees and agents.

In addition, the registrant expects to adopt amended and restated bylaws, which will become effective immediately prior to the completion of this offering, and which will provide that it will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was one of its directors or officers or is or was serving at its request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. The registrant's amended and restated bylaws are expected to provide that it may indemnify to the fullest extent permitted by law any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was one of its employees or agents or is or was serving at its request as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The registrant's amended and restated bylaws will also provide that the registrant must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to limited exceptions.

Further, the registrant has entered into or will enter into indemnification agreements with each of its directors and executive officers that may be broader than the specific indemnification provisions contained in the DGCL. These indemnification agreements require the registrant, among other things, to indemnify its directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements also require the registrant to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit or proceeding. The registrant believes that these agreements are necessary to attract and retain qualified individuals to serve as directors and executive officers. The limitation of liability and indemnification provisions that are expected to be included in the registrant's amended and restated certificate of incorporation, amended and restated bylaws and in indemnification agreements that the registrant has entered into or will enter into with its directors and executive officers may discourage stockholders from bringing a lawsuit against its directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against the registrant's directors and executive officers, even though an action, if successful, might benefit the registrant and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that the registrant pays the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, the registrant is not aware of any pending litigation or proceeding involving any person who is or was one of its directors, officers, employees or other agents or is or was serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for which indemnification is sought, and the registrant is not aware of any threatened litigation that may result in claims for indemnification.

The registrant has obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to its directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to the registrant with respect to payments that may be made by it to these directors and executive officers pursuant to its indemnification obligations or otherwise as a matter of law.

Certain of the registrant's non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of the registrant's board of directors.

These indemnification provisions may be sufficiently broad to permit indemnification of the registrant's officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act.

The underwriting agreement to be filed as Exhibit 1.1 to this registration statement provides for indemnification by the underwriters of the registrant and its officers and directors for certain liabilities arising under the Securities Act and otherwise.

Item 15. Recent Sales of Unregistered Securities.

Since January 1, 2017, we have issued the following unregistered securities:

Preferred Stock Issuances

In December 2017, we sold an aggregate of 6,170,349 shares of our Series A convertible preferred stock to two accredited investors, for aggregate consideration of $11,843,443.15 in the form of cash and the cancellation of the principal and interest accrued on the convertible promissory notes we issued in August 2015, November 2016, and June 2017.

In August 2019, we sold an aggregate of 15,828,938 shares of our Series B convertible preferred stock to thirteen accredited investors for aggregate consideration of $37,662,583.68 in the form of cash.

In September 2019, we sold an aggregate of 5,284,686 shares of our Series B convertible preferred stock to five accredited investors for aggregate consideration of $12,574,122.96 in the form of cash and the cancellation of the principal and interest accrued on the convertible promissory notes we issued in May 2019.

The issuance of 27,066,206 shares of Series B convertible preferred stock for aggregate gross proceeds of $64.4 million in the second tranche of the Series B convertible preferred stock financing is expected to close on or around July 1, 2020, pursuant to a milestone waiver by the holders of our Series B convertible preferred stock and satisfaction of customary closing conditions. The waiver may be rescinded prior to the closing of the second tranche by the vote of the holders of at least one-third of our Series B convertible preferred stock.

Convertible Promissory Note Issuances

In June 2017, we issued convertible promissory notes to one accredited investor for an aggregate purchase price of $500,000, pursuant to which such investor was entitled to receive, upon the conversion of such notes, equity securities.

In May 2019, we issued convertible promissory notes to three accredited investors for an aggregate purchase price of $6,000,000, pursuant to which such investors were entitled to receive, upon the conversion of such notes, equity securities.

Option Issuances

Since January 1, 2017, we have granted to our directors, officers, employees, consultants and other service providers options to purchase an aggregate of 10,299,606 shares of common stock under our equity compensation plan at exercise prices ranging from approximately $0.11 to $1.29 per share.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. We believe the offers, sales and issuances of the above securities were exempt from registration under the Securities Act (or Regulation D or Regulation S promulgated thereunder) by virtue of Section 4(a)(2) of the Securities Act because the issuance of securities to the recipients did not involve a public offering, or in reliance on Rule 701 because the transactions were pursuant to compensatory benefit plans or contracts relating to compensation as provided under such rule. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about us. The sales of these securities were made without any general solicitation or advertising.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibit Index

Exhibit No.	Document
1.1*	Form of Underwriting Agreement.
3.1	Certificate of Incorporation of Nkarta, Inc., as currently in effect.
3.2*	Form of Amended and Restated Certificate of Incorporation of Nkarta, Inc., to be effective upon the completion of this offering.
3.3	Bylaws of Nkarta, Inc., as currently in effect.
3.4*	Form of Bylaws of Nkarta, Inc., to be effective upon completion of this offering.
4.1*	Form of Common Stock Certificate of the Registrant.
4.2	Amended and Restated Investors' Rights Agreement, dated as of August 27, 2019, by and among the registrant and certain of its stockholders
5.1*	Opinion of O'Melveny & Myers LLP.
10.1*	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.
10.2#	2015 Equity Incentive Plan.
10.3#	Form of Stock Option Agreement for 2015 Equity Incentive Plan.
10.4#*	2020 Performance Incentive Plan.
10.5#*	2020 Employee Stock Purchase Plan.
10.6#	Employment Offer Letter between the Registrant and Paul Hastings.
10.7#	Employment Offer Letter between the Registrant and Dr. Kanya Rajangam.
10.8#	Employment Offer Letter between the Registrant and Dr. Matthew Plunkett.
10.9†	Exclusive License Agreement between the Registrant, National University of Singapore and St. Jude Research Hospital, Inc.
10.10	Lease Agreement, dated May 29, 2018, by and between the Registrant and HCP Life Science REIT, Inc.
10.11	First Amendment to Lease Agreement, dated April 24, 2019, by and between the Registrant and HCP Life Science REIT, Inc.
10.12	Second Amendment to Lease Agreement, dated May 5, 2020, by and between the Registrant and HCP Life Science REIT, Inc.
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm.
23.2*	Consent of O'Melveny & Myers LLP (included in Exhibit 5.1).
24.1	Power of Attorney (included on the signature page).

* To be filed by amendment.

\# Indicates management contract or compensatory plan.

† Portions of this exhibit (indicated by asterisks) have been redacted in compliance with Regulation S-K Item 601(b)(10)(iv).

(b) All financial statement schedules are omitted because the information called for is not required or is shown either in the financial statements or the notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

1. For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
2. For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Nkarta, Inc. has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of South San Francisco on this 19th day of June, 2020.

NKARTA, INC.

By: /s/ Paul J. Hastings
Name: Paul J. Hastings
Title: Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Paul J. Hastings and Matthew Plunkett, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) under the Securities Act of 1933 increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact, proxy and agent, or his or her substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Paul J. Hastings Paul J. Hastings	Chief Executive Officer and Director (Principal Executive Officer)	June 19, 2020
/s/ Matthew Plunkett Matthew Plunkett, Ph.D.	Chief Financial Officer (Principal Financial and Accounting Officer)	June 19, 2020
/s/ Tiba Aynechi Tiba Aynechi, Ph.D.	Director	June 19, 2020
/s/ Fouad Azzam Fouad Azzam, Ph.D., MBA	Director	June 19, 2020
/s/ Ali Behbahani Ali Behbahani, M.D., MBA	Director	June 19, 2020
/s/ Michael Dybbs Michael Dybbs, Ph.D.	Director	June 19, 2020
/s/ Simeon George Simeon George, M.D., MBA	Director	June 19, 2020
/s/ Leone Patterson Leone Patterson, MBA	Director	June 19, 2020
/s/ Zachary Scheiner Zachary Scheiner, Ph.D.	Director	June 19, 2020
/s/ Laura Shawver Laura Shawver, Ph.D.	Director	June 19, 2020

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NKARTA, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF AUGUST, A.D. 2019, AT 8:06 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

5779450 8100
SR# 20196699438

Authentication: 203470134
Date: 08-26-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:06 A.M 08/26/2019
FILED 08:06 AM 08/26/2019
SR 20196699438 - File Number 5779450

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF NKARTA, INC.

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Nkarta, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Nkarta, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on July 13, 2015 under the name Nkarta, Inc.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Nkarta, Inc. (the "**Corporation**").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 71,919,982 shares of Common Stock, $0.0001 par value per share ("**Common Stock**") and (ii) 54,350,179 shares of Preferred Stock, $0.0001 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Amended and Restated Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then-outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, voting together as a single class on an as converted basis, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

6,170,349 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Series A Preferred Stock**" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. 48,179,830 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Series B Preferred Stock**" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" in this Part B of this Article Fourth refer to sections of Part B of this Article Fourth.

1. Dividends.

The holders of shares of Series B Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Series A Preferred Stock or the Common Stock, at the rate of 8% of the Original Purchase Price (as defined below) of the Series B Preferred Stock (as adjusted for any stock split, stock dividend, combinations, recapitalizations, reclassifications and the like) per annum on each outstanding share of Series B Preferred Stock then-outstanding; payable when, as and if declared by the Board of Directors of the Corporation (the **"Board of Directors").** Such dividends shall not be cumulative.

Only after payment of all amounts required to paid to the holders of Series B Preferred Stock as provided in the foregoing paragraph, the holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Common Stock, at the rate of 8% of the Original Purchase Price of the Series A Preferred Stock (as adjusted for any stock split, stock dividend, combinations, recapitalizations, reclassifications and the like) per annum on each outstanding share of the Series A Preferred Stock then-outstanding; payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. After the payment of both the dividends to the holders of Series B Preferred Stock described above and the dividends to the holders of Series A Preferred Stock described in this paragraph, any additional dividends shall be distributed among the holders of Preferred Stock and Common Stock *pro rata* based on the number of shares of Common Stock then held by each holder (assuming conversion of all such Preferred Stock into Common Stock).

In the event that the Corporaiton determines, subject to Section 3.3 below, and without limiting Section 2 below, to distribute (x) the proceeds (cash or otherwise) resulting from any sale or other transfer of a significant portion of its assets (other than any sale or other transfer of its assets effected in the ordinary course of business of the Corporation for which the Corporation is not required to obtain any consent pursuant to Section 3.3) or (y) the proceeds from any option to acquire securities or assets of the Corporation, the proceeds resulting therefrom (including in respect of any ongoing payments, such as milestone payments) shall be distributed in accordance with Section 2 below (and the amounts subsequently distributable pursuant to Section 2 will be reduced accordingly), and not this Section 1.

2. Liquidation, Dissolution or Winding Up: Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Preferred Stock.

2.1.1 Preferential Payments to Holders of Series B Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series B Preferred Stock then-outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Series B Preferred Stock then-outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, before any payment shall be made to the holders of Series A Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share equal to the Original Issue Price (as defined below) of the Series B Preferred Stock, plus any dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series B Preferred Stock the full amount to which they shall be entitled under this Section 2.1, the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. The "**Original Issue Price**" shall mean $2.37935 per share of Series B Preferred Stock and $2.069 per share of Series A Preferred Stock, each as subject to appropriate adjustment in the event of any stock split, stock dividend, combinations, recapitalizations, reclassifications and the like with respect to the applicable series of Preferred Stock.

2.1.2 Preferential Payments to Holders of Series A Preferred Stock. After the payment of all preferential amounts required to be paid to the holders of shares of Series B Preferred Stock, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A Preferred Stock then-outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event, the holders of shares of Series A Preferred Stock then-outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds, as applicable, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the Original Issue Price of the Series A Preferred Stock, plus any dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Section 2.1, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders, or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Preferred Stock pursuant to Section 2.1 or the remaining Available Proceeds, as the case may be, shall be distributed among the holders of the shares of Common Stock, *pro rata* based on the number of shares held by each such holder; provided, however, that each holder of Preferred Stock shall be entitled to receive upon such liquidation, dissolution or winding up of the Corporation the greater of (i) the amount distributed pursuant to Section 2.l above and (ii) the amount such holder would have received if all shares of Preferred Stock had been converted into Common Stock immediately prior to such liquidation, dissolution or winding up of the Corporation. The aggregate amount which a holder of a share of a series of Preferred Stock is entitled to receive under Sections 2.1 and 2.2 is hereinafter referred to as the "**Liquidation Amount**" for such series.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of at least two-thirds of the outstanding shares of Preferred Stock voting as a single class and on an as converted to Common Stock basis (the "**Required Holders**'') elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

(a) a merger or consolidation in which

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent immediately following such merger or consolidation, a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets or intellectual property of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise), and whether in a single transaction or a series of related transactions of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Section 2.3. l(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the stockholders of the Corporation in such Deemed Liquidation Event shall be allocated among and paid to the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2.

(b) In the event of a Deemed Liquidation Event referred to in Section 2.3.l(a)(ii) or 2.3.l(b). if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice (the "**Redemption Notice**") to each holder of Preferred Stock no later than the ninetieth (90 day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Preferred Stock, and (iii) if the Required Holders so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "**Available Proceeds**"), on the one hundred fiftieth (150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount for such series of Preferred Stock. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a *pro rata* portion of each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares and in accordance with the priority specified in Section 2.1, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders.

(i) Each Redemption Notice shall state: (1) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem; (2) the date of redemption (the "**Redemption Date**") and the amount to be paid to such holder; and (3) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

(ii) On or before the Redemption Date, each holder of shares of Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Available Proceeds for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

Prior to the distribution or redemption provided for in this Section 2.3.2(b). the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors, including a majority of then-serving Preferred Directors (as defined below).

2.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Section 2.3.1(a)(i). if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Section 2.3.4, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

2.3.5 Option to Purchase. In the event (x) the Corporation enters into an agreement whereby (A) the Corporation grants any corporation or other entity or person (a "Prospective Acguiror") an option or other right to consummate a Deemed Liquidation Event with respect to the Corporation, or (B) the Corporation enters into any agreement whereby the Corporation has the option or other right to require a Prospective Acquiror to consummate a Deemed Liquidation Event with respect to the Corporation, and (y) the Board of Directors determines to distribute to the Corporation's stockholders any initial consideration paid by the Prospective Acquiror to the Corporation with respect to such option or right (the "Upfront Stockholder Consideration''), any Upfront Stockholder Consideration shall be distributed as proceeds from a Deemed Liquidation Event in accordance with Sections 2.1 and 2.2 hereof and not as a dividend under Section 1 hereof.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Amended and Restated Certificate of incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as converted to Common Stock basis.

3.2 Election of Directors. The holders of record of the shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the "**Series B Directors**"). The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect three (3) directors of the Corporation (the "**Series A Directors**" and together with the Series B Directors, the "**Preferred Directors**"). The holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation who shall be the then-serving Chief Executive Officer of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. Except as otherwise provided in this Section 3.2, if the holders of shares of Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first two sentences of this Section 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Preferred Stock or

Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class (except that, prior to the time the first share of Series B Preferred Stock is issued and sold, the vacancies in the offices of the Series B Directors may be filled (either contingently or otherwise) by a majority of the then-serving directors). The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Section 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Section 3.2.

3.3 Protective Provisions.

3.3.1 Preferred Stock Protective Provisions. So long as any shares of Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the Required Holders, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) amend, alter or repeal any provision of the Amended and Restated Certificate of incorporation or Bylaws of the Corporation (the "**Bylaws**");

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Preferred Stock or Common Stock or any series thereof;

(c) create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock (or reclassify any existing class or series of securities) unless the same ranks junior to the Series B Preferred Stock, with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends, voting rights and rights of redemption;

(d) create, or authorize the creation of, any plan or agreement related to the issuance of stock options or restricted stock;

(e) increase the total number of authorized shares of Common Stock reserved for issuance pursuant to any stock option plan agreement or similar agreement (subject to appropriate adjustment in the event of any stock split, stock dividend, combinations, recapitalizations, reclassifications and the like with respect to the Common Stock);

(f) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any change of control, liquidation, recapitalization, reincorporation, merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

(g) sell, assign, license, encumber or dispose of all or substantially all of the Corporation's assets, technology or intellectual property (other than pursuant to equipment leases, lines of credit or other debt financing approved by the Corporation's Board of Directors, including at least a majority of the then-serving Preferred Directors);

(h) create or authorize the creation of, or issue or authorize the issuance of any debt security or instrument, any lien on the assets or intellectual property of the Corporation, or otherwise incur new indebtedness if the Corporation's aggregate indebtedness for borrowed money following such action would exceed $500,000 in the aggregate (excluding equipment leases, lines of credit or other debt financing approved by the Board of Directors, including at least a majority of the then-serving Preferred Directors);

(i) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof, or (iv) as approved by the Board of Directors, including at least a majority of the then-serving Preferred Directors;

(i) create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets or intellectual property of such subsidiary;

(k) authorize or effect (i) any acquisition of the capital stock of another entity which results in the consolidation of such entity into the operations of the Corporation or (ii) any acquisition of all or substantially all of the assets of another entity;

(1) increase or decrease the authorized number of directors constituting the Board of Directors; or

(m) enter into any agreement to do any of the foregoing.

3.3.2 Series B Preferred Stock Protective Provisions. So long as any shares of Series B Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least two-thirds of the then-outstanding shares of Series B Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) amend, alter or repeal any provision of the Amended and Restated Certificate of Incorporation or Bylaws in a manner that disproportionately adversely affects the powers, preferences, rights or privileges of the Series B Preferred Stock;

(b) pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation prior to a dividend or distribution on shares of Series B Preferred Stock, other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof, or (iv) as approved by the Board of Directors, including a majority of the then-serving Preferred Directors and at least one Series B Director;

(c) create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock (or reclassify any existing class or series of securities) unless the same ranks junior to the Series B Preferred Stock, with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends, voting rights and rights of redemption;

(d) (i) reclassify, alter or amend any existing security of the Corporation that is pari passu with the Series B Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series B Preferred Stock in respect of any such right, preference, or privilege or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series B Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Series B Preferred Stock in respect of any such right, preference or privilege; or

(e) enter into any agreement to do any of the foregoing.

3.3.3 Series A Preferred Stock Protective Provisions. So long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Amended and Restated Certificate of incorporation) the written consent or affirmative vote of the holders of at least a majority of the then-outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock (or reclassify any existing class or series of securities) unless the same ranks junior to the Series A Preferred Stock, with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends, voting rights and rights of redemption; or

(b) enter into any agreement to do the foregoing.

4. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the applicable Original Issue Price by the applicable Conversion Price (as defined below) in effect at the time of conversion. Notwithstanding the foregoing, without the express prior written consent of the holders of at least eighty percent (80%) of the outstanding shares of Series B Preferred Stock, no holder of Series B Preferred Stock may convert any shares of Preferred Stock into shares of Common Stock pursuant to this Section 4.1.1 during the time period beginning on the Original Issue Date (as defined below) and ending on the date on which neither such holder nor any of its affiliates who are party to that certain Series B Preferred Stock Purchase Agreement dated on or around the date hereof (the "**Purchase Agreement**") have any obligation, or potential obligation, to purchase securities pursuant to the Purchase Agreement. Any determination under this Amended and Restated Certificate of Incorporation relating to the number of shares of Common Stock into which the outstanding shares of Preferred Stock may be converted, for purposes of voting, participating in distributions or similar reasons, shall, with respect to then-outstanding shares of Preferred Stock, reflect the number of shares of Common Stock into which such shares of Preferred Stock may be converted pursuant to this Section 4.1.1 and without regard to the limitations on conversion contained in the foregoing sentence.

4.1.2 The "**Conversion Price**" shall initially be equal to $2.069 per share for each share of Series A Preferred Stock and $2.37935 per share for each share of Series B Preferred Stock. Such initial Conversion Prices, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.3 Termination of Conversion Rights. In the event of a notice of redemption of any shares of Preferred Stock pursuant to Section 2.3.2(b), the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder

alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Section 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then-outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then-outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Amended and Restated Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the applicable Conversion Price of a series of Preferred stock below the then par value of the shares of Common Stock issuable upon conversion of such series of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price for such series of Preferred Stock.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of such series of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the applicable Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) "**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) "**Original Issue Date**" shall mean the date on which the first share of Series B Preferred Stock was issued.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Section 4.4.3 below, deemed to be issued) by the Corporation after the Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "**Exempted Securities**"):

(i) shares of Common Stock actually issued upon the conversion of the Preferred Stock;

(ii) shares of Common Stock or Options issued or issuable to employees, officers or directors of, or consultants or advisors to, the Corporation or any subsidiary of the Corporation pursuant to stock grants, restricted stock purchase agreements, option plans, purchase plans, incentive programs or similar arrangements approved by the Board of Directors, including a majority of then-serving Preferred Directors;

(iii) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities outstanding as of the Original Issue Date, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

(iv) shares of Common Stock, Options or Convertible Securities issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4.5, 4.6, 4.7, or 4.8 hereof;

(v) shares of Common Stock, Options or Convertible Securities issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors, including the majority of the then-serving Preferred Directors;

(vi) shares of Common Stock, Options or Convertible Securities issued or issuable to banks, equipment lessors, real property lessors, financial institutions or other persons engaged in the business of making loans pursuant to a debt financing, commercial leasing or real property leasing transaction approved by the Board of Directors, including the majority of the then-serving Preferred Directors;

(vii) shares of Common Stock, Options or Convertible Securities issued or issuable in connection with any settlement of any action, suit, proceeding or litigation approved by the Board of Directors, including the majority of the then-serving Preferred Directors;

(viii) shares of Common Stock, Options or Convertible Securities issued or issuable m connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors, including the majority of the then-serving Preferred Directors; and

(ix) shares of Common Stock, Options or Convertible Securities issued or issuable to suppliers or third-party service providers m connection with the provision of goods or services pursuant to transactions approved by the Board of Directors, including the majority of the then-serving Preferred Directors.

4.4.2 No Adjustment of Conversion Price. No adjustment in the Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least two-thirds of the then-outstanding shares of the applicable series of Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to a Conversion Price pursuant to the terms of Section 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the applicable Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to the applicable Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the applicable Conversion Price to an amount which exceeds the lower of (i) the applicable Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the applicable Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price pursuant to the terms of Section 4.4.4 (either because the consideration per share (determined pursuant to Section 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 4.4.3(a) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to a Conversion Price pursuant to the terms of Section 4.4.4, the applicable Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to a Conversion Price provided for in this Section 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Section 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to a Conversion Price that would result under the terms of this Section 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to a Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4.4.3), without consideration or for a consideration per share less than the applicable Conversion Price in effect immediately prior to such issue, then such Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP_2" shall mean the applicable Conversion Price m effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock;

(b) "CP_1" shall mean the applicable Conversion Price m effect immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issuance or deemed issuance or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) “B” shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued or deemed issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1) ; and

(e) “C” shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Section 4.4, the consideration received by the Corporation for the issuance or deemed issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors, including the approval of a majority of the then-serving Preferred Directors; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors, including the approval of a majority of the then-serving Preferred Directors.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

(i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to a Conversion Price pursuant to the terms of Section 4.4.4, and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance, then, upon the final such issuance, the applicable Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the applicable Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the applicable Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this section shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the applicable Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, each applicable Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter each applicable Conversion Price shall be adjusted pursuant to this section as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of the applicable series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such applicable series of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of such series of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock. For the avoidance of doubt, nothing in this Section 4.8 shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Section 4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of a Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of the applicable series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the applicable series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of the applicable series of Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the applicable Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the applicable series of Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the affirmative written election of the holders of a majority of the then-outstanding shares of Preferred Stock, including the holders of at least two-thirds of the then-outstanding Series B Preferred Stock or (b) the closing of a firmly underwritten public offering of shares of Common Stock in which (i) the public offering price is at least $4.76, subject to appropriate adjustment in the event of any stock split, stock dividend, combinations, recapitalizations, reclassifications and the like, (ii) the net cash proceeds to the Corporation (after deductions for underwriting discounts, commissions and fees) are at least $60 million and (iii) the Corporation's shares have been listed for trading on the New York Stock Exchange, Nasdaq Global Select Market or Nasdaq Global Market (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "Mandatory Conversion Time"), then, (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Section 4.1.l and (ii) such shares may not be reissued by the Corporation.

5.2 Special Mandatory Conversion. Subject to all the terms and conditions of the Purchase Agreement, including the CFIUS Exception pursuant to Section l.2(e) of the Purchase Agreement, if (a) the Corporation has successfully achieved the Milestone (as defined in the Purchase Agreement) or (b) the achievement of the Milestone is waived by the holders of at least two-thirds of the then-outstanding shares of Series B Preferred Stock in accordance with Section 1.2(b)(i) of the Purchase Agreement, if a Purchaser listed on Exhibit A-2 of the Purchase Agreement is deemed a Defaulting Purchaser (as defined in the Purchase Agreement), then, notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, effective immediately upon the date of the Milestone Closing (as defined in the Purchase Agreement) (the time of such Milestone Closing is also referred to herein as the "**Special Mandatory Conversion Time**"), each ten (10) shares of Preferred Stock then held by such Defaulting Purchaser shall automatically be converted into one (1) fully paid and nonassessable share of Common Stock and all rights of such Defaulting Purchaser as a holder of shares of Preferred Stock shall cease and terminate with respect to the shares of Preferred Stock so converted. Notwithstanding the treatment of fractional shares of Common Stock set forth in Section 4.2, any fractional shares of Common Stock that would otherwise be issued pursuant to this Section 5.2 shall be rounded up to the nearest whole share of Common Stock. Upon conversion of any Preferred Stock as set forth in this Section 5.2, such shares of Preferred Stock shall no longer be outstanding on the books of the Corporation and such Defaulting Purchaser, in its capacity as the holder of such shares of Preferred Stock immediately prior to conversion thereof, shall be treated for all purposes as the record holder of that number of shares of Common Stock issuable upon conversion thereof pursuant to the provisions of this Section 5.2.

5.3 Procedural Requirements. All holders of record of shares of Preferred Stock, or the Defaulting Purchasers, as applicable, shall be sent written notice of the Mandatory Conversion Time or Special Mandatory Conversion Time, as applicable, and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time or Special Mandatory Conversion Time, as applicable. Upon receipt of such notice, each holder of shares of Preferred Stock in certificated form, or the Defaulting Purchasers, as applicable, shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Section 5.1 or Section 5.2, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time or Special Mandatory Conversion Time, as applicable, (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 5.3. As soon as practicable after the Mandatory Conversion Time or Special Mandatory Conversion Time, as applicable, and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (b) pay cash as provided in Section 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

6. Redemption. Other than as set forth in Section 2.3.2(b), the Preferred Stock is not redeemable.

7. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

8. Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived, either prospectively or retrospectively, on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the Required Holders; provided, however, that (a) the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all of the holders of Series A Preferred Stock only by the affirmative written consent or vote of the holders of a majority of the then-outstanding shares of Series A Preferred Stock and (b) the rights, powers, preferences and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all of the holders of Series B Preferred Stock only by the affirmative written consent or vote of the holders of at least two-thirds of the then-outstanding shares of Series B Preferred Stock.

9. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by the Amended and Restated Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

SIXTH: Subject to any additional vote required by the Amended and Restated Certificate of lncorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws. Each director shall be entitled to one vote on each matter presented to the Board of Directors.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnified Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a **"Proceeding"),**by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Tenth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Tenth or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Tenth is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Tenth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Amended and Restated Certificate of Incorporation, the Bylaws, or any agreement, or pursuant to any vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other Corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation' s expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Tenth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Tenth.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation. while such Covered Person is performing services in such capacity. Any repeal or modification of this Article Eleventh will only be prospective and will not affect the rights under this Article Eleventh in effect at the time of the occurrence of any actions or omissions to act giving rise to liability.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's Amended and Restated Certificate of Incorporation or Bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

THIRTEENTH: For purposes of Section 500 of the California Corporations Code (to the extent applicable), in connection with any repurchase of shares of Common Stock permitted under this Amended and Restated Certificate of Incorporation from employees, officers, directors or consultants of the Corporation in connection with a termination of employment or services pursuant to agreements or arrangements approved by the Board of Directors (in addition to any other consent required under this Amended and Restated Certificate of Incorporation), such repurchase may be made without regard to any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined in Section 500 of the California Corporations Code). Accordingly, for purposes of making any calculation under California Corporations Code Section 500 in connection with such repurchase, the amount of any "preferential dividends arrears amount" or "preferential rights amount" (as those terms are defined therein) shall be deemed to be zero (0).

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this Corporation in accordance with Section 228 of the General Corporation Law.

4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this Corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 26 day of August, 2019.

By: /s/ Paul Hastings,
Paul Hastings, President

Exhibit 3.3

BYLAWS OF

NKARTA, INC.

Adopted July 13, 2015

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BYLAWS

ARTICLE I — MEETINGS OF STOCKHOLDERS

1.1 ***Place of Meetings***. Meetings of stockholders of Nkarta, Inc. (the "***Company***") shall be held at any place, within or outside the State of Delaware, determined by the Company's board of directors (the "***Board***"). The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the "***DGCL***"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Company's principal executive office.

1.2 ***Annual Meeting***. Unless directors are elected by written consent in lieu of an annual meeting as permitted by Section 211(b) of the DGCL, an annual meeting of stockholders shall be held for the election of directors at such date and time as may be designated by resolution of the Board from time to time. Stockholders may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; *provided, however,* that, if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action. Any other proper business may be transacted at the annual meeting.

1.3 ***Special Meeting***. A special meeting of the stockholders may be called at any time by the Board, Chairperson of the Board, Chief Executive Officer or President (in the absence of a Chief Executive Officer) or by one or more stockholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

If any person(s) other than the Board calls a special meeting, the request shall:

(i) be in writing;

(ii) specify the time of such meeting and the general nature of the business proposed to be transacted; and

(iii) be delivered personally or sent by registered mail or by facsimile transmission to the Chairperson of the Board, the Chief Executive Officer, the President (in the absence of a Chief Executive Officer) or the Secretary of the Company.

The officer(s) receiving the request shall cause notice to be promptly given to the stockholders entitled to vote at such meeting, in accordance with these bylaws, that a meeting will be held at the time requested by the person or persons calling the meeting. No business may be transacted at such special meeting other than the business specified in such notice to stockholders. Nothing contained in this paragraph of this **section 1.3** shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board may be held.

1.4 ***Notice of Stockholders' Meetings***. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for

determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except as otherwise provided in the DGCL, the certificate of incorporation or these bylaws, the written notice of any meeting of stockholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

1.5 ***Quorum***. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. Where a separate vote by a class or series or classes or series is required, a majority of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter, except as otherwise provided by law, the certificate of incorporation or these bylaws.

If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting, or (ii) the stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, in the manner provided in **section 1.6**, until a quorum is present or represented.

1.6 ***Adjourned Meeting; Notice***. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 213(a) of the DGCL and **section 1.10** of these bylaws, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

1.7 ***Conduct of Business***. Meetings of stockholders shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in the absence of the foregoing persons by the Chief Executive Officer, or in the absence of the foregoing persons by the President, or in the absence of the foregoing persons by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting. The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business.

1.8 ***Voting***. The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of **section 1.10** of these bylaws, subject to Section 217 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of capital stock held by such stockholder which has voting power upon the matter in question. Voting at meetings of stockholders need not be by written ballot and, unless otherwise required by law, need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. If authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission (as defined in **section 7.2** of these bylaws), *provided* that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

Except as otherwise required by law, the certificate of incorporation or these bylaws, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Except as otherwise required by law, the certificate of incorporation or these bylaws, directors shall be elected by a plurality of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or series or classes or series is required, in all matters other than the election of directors, the affirmative vote of the majority of shares of such class or series or classes or series present in person or represented by proxy at the meeting shall be the act of such class or series or classes or series, except as otherwise provided by law, the certificate of incorporation or these bylaws.

1.9 ***Stockholder Action by Written Consent Without a Meeting***. Unless otherwise provided in the certificate of incorporation, any action required by the DGCL to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by Section 228 of the DGCL to the Company, written consents signed by a sufficient number of holders to take action are delivered to the Company by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Company having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Company's registered office shall be by hand or by certified or registered mail, return receipt requested. Any person executing a consent may provide, whether through instruction to an agent or otherwise, that such a consent will be effective at a future time (including a time determined upon the happening of an event), no later than 60 days after such instruction is given or such provision is made, and, for the purposes of this **section 1.9**, if evidence of such instruction or provision is provided to the Company, such later effective time shall serve as the date of signature. Unless otherwise provided, any such consent shall be revocable prior to its becoming effective.

An electronic transmission (as defined in **section 7.2**) consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written, signed and dated for purposes of this section, *provided* that any such electronic transmission sets forth or is delivered with information from which the Company can determine (i) that the electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (ii) the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission.

In the event that the Board shall have instructed the officers of the Company to solicit the vote or written consent of the stockholders of the Company, an electronic transmission of a stockholder written consent given pursuant to such solicitation may be delivered to the Secretary or the President of the Company or to a person designated by the Secretary or the President. The Secretary or the President of the Company or a designee of the Secretary or the President shall cause any such written consent by electronic transmission to be reproduced in paper form and inserted into the corporate records.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Company as provided in Section 228 of the DGCL. In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the DGCL, if such action had been voted on by stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the DGCL.

1.10 ***Record Dates***. In order that the Company may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination.

If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of Section 213 of the DGCL and this Section 1.10 at the adjourned meeting.

In order that the Company may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company in accordance with applicable law. If no record date has been fixed by the Board and prior action by the Board is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

In order that the Company may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

1.11 ***Proxies***. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL.

1.12 ***List of Stockholders Entitled to Vote***. The officer who has charge of the stock ledger of the Company shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; *provided, however,* if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Company shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten days prior to the meeting: (i) on a reasonably accessible electronic network, *provided* that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Company's principal place of business. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to stockholders of the Company. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then such list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

ARTICLE II — DIRECTORS

2.1 ***Powers***. The business and affairs of the Company shall be managed by or under the direction of the Board, except as may be otherwise provided in the DGCL or the certificate of incorporation.

2.2 ***Number of Directors***. The Board shall consist of one or more members, each of whom shall be a natural person. Unless the certificate of incorporation fixes the number of directors, the number of directors shall be determined from time to time by resolution of the Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

2.3 ***Election, Qualification and Term of Office of Directors***. Except as provided in **section 2.4** of these bylaws, and subject to **sections 1.2** and **1.9** of these bylaws, directors shall be elected at each annual meeting of stockholders. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

2.4 ***Resignation and Vacancies***. Any director may resign at any time upon notice given in writing or by electronic transmission to the Company. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Unless otherwise provided in the certificate of incorporation or these bylaws, when one or more directors resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Unless otherwise provided in the certificate of incorporation or these bylaws:

(i) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(ii) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the Company should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the DGCL.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the voting stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the DGCL as far as applicable.

A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal.

2.5 ***Place of Meetings; Meetings by Telephone***. The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

2.6 ***Conduct of Business***. Meetings of the Board shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in the absence of the foregoing persons by a chairperson designated by the Board, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

2.7 ***Regular Meetings***. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

2.8 ***Special Meetings; Notice***. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board, the Chief Executive Officer, the President, the Secretary or any two directors.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile;

(iv) sent by electronic mail; or

(v) otherwise given by electronic transmission (as defined in **section 7.2**),

directed to each director at that director's address, telephone number, facsimile number, electronic mail address or other contact for notice by electronic transmission, as the case may be, as shown on the
Company's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile, (iii) sent by electronic mail or (iv) otherwise given by electronic transmission, it shall be delivered, sent or otherwise directed to each director, as applicable, at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Company's principal executive office) nor the purpose of the meeting.

2.9 ***Quorum; Voting***. At all meetings of the Board, a majority of the total authorized number of directors shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws.

If the certificate of incorporation provides that one or more directors shall have more or less than one vote per director on any matter, every reference in these bylaws to a majority or other proportion of the directors shall refer to a majority or other proportion of the votes of the directors.

2.10 ***Board Action by Written Consent Without a Meeting***. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any person (whether or not then a director) may provide, whether through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event), no later than 60 days after such instruction is given or such provision is made and such consent shall be deemed to have been given for purposes of this **section 2.10** at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective.

2.11 ***Fees and Compensation of Directors***. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors.

2.12 ***Removal of Directors***. Unless otherwise restricted by statute, the certificate of incorporation or these bylaws, any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

ARTICLE III — COMMITTEES

3.1 ***Committees of Directors***. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Company.

3.2 ***Committee Minutes***. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

3.3 ***Meetings and Actions of Committees***. Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) **section 2.5** (Place of Meetings; Meetings by Telephone);

(ii) **section 2.7** (Regular Meetings);

(iii) **section 2.8** (Special Meetings; Notice);

(iv) **section 2.9** (Quorum; Voting);

(v) **section 2.10** (Board Action by Written Consent Without a Meeting); and

(vi) **section 7.5** (Waiver of Notice)

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However*:

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board; and

(iii) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

Any provision in the certificate of incorporation providing that one or more directors shall have more or less than one vote per director on any matter shall apply to voting in any committee or subcommittee, unless otherwise provided in the certificate of incorporation or these bylaws.

3.4 ***Subcommittees***. Unless otherwise provided in the certificate of incorporation, these bylaws or the resolutions of the Board designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

ARTICLE IV — OFFICERS

4.1 ***Officers***. The officers of the Company shall be a President and a Secretary. The Company may also have, at the discretion of the Board, a Chairperson of the Board, a Vice Chairperson of the Board, a Chief Executive Officer, one or more Vice Presidents, a Chief Financial Officer, a Treasurer, one or more Assistant Treasurers, one or more Assistant Secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

4.2 ***Appointment of Officers***. The Board shall appoint the officers of the Company, except such officers as may be appointed in accordance with the provisions of **section 4.3** of these bylaws.

4.3 ***Subordinate Officers***. The Board may appoint, or empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, to appoint, such other officers and agents as the business of the Company may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

4.4 ***Removal and Resignation of Officers***. Any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

4.5 ***Vacancies in Offices***. Any vacancy occurring in any office of the Company shall be filled by the Board or as provided in **section 4.3**.

4.6 ***Representation of Shares of Other Corporations***. Unless otherwise directed by the
Board, the President or any other person authorized by the Board or the President is authorized to vote, represent and exercise on behalf of the Company all rights incident to any and all shares of any other corporation or corporations standing in the name of the Company. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

4.7 ***Authority and Duties of Officers***. Except as otherwise provided in these bylaws, the officers of the Company shall have such powers and duties in the management of the Company as may be designated from time to time by the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

ARTICLE V — INDEMNIFICATION

5.1 ***Indemnification of Directors and Officers in Third Party Proceedings***. Subject to the other provisions of this **Article V**, the Company shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***Proceeding***") (other than an action by or in the right of the Company) by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably

incurred by such person in connection with such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

5.2 ***Indemnification of Directors and Officers in Actions by or in the Right of the Company***. Subject to the other provisions of this **Article V**, the Company shall indemnify, to the fullest extent permitted by the DGCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

5.3 ***Successful Defense***. To the extent that a present or former director or officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in **section 5.1** or **section 5.2**, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

5.4 ***Indemnification of Others***. Subject to the other provisions of this **Article V**, the Company shall have power to indemnify its employees and agents to the extent not prohibited by the DGCL or other applicable law. The Board shall have the power to delegate to such person or persons the determination of whether employees or agents shall be indemnified.

5.5 ***Advanced Payment of Expenses***. Expenses (including attorneys' fees) actually and reasonably incurred by an officer or director of the Company in defending any Proceeding shall be paid by the Company in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this **Article V** or the DGCL. Such expenses (including attorneys' fees) actually and reasonably incurred by former directors and officers or other employees and agents of the Company or by persons serving at the request of the Company as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate. The right to advancement of expenses shall not apply to any Proceeding for which indemnity is excluded pursuant to these bylaws, but shall apply to any Proceeding referenced in **section 5.6(ii)** or **5.6(iii)** prior to a determination that the person is not entitled to be indemnified by the Company.

5.6 ***Limitation on Indemnification***. Subject to the requirements in **section 5.3** and the DGCL, the Company shall not be obligated to indemnify any person pursuant to this **Article V** in connection with any Proceeding (or any part of any Proceeding):

(i) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(ii) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);

(iii) for any reimbursement of the Company by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***"), or the payment to the Company of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);

(iv) initiated by such person, including any Proceeding (or any part of any Proceeding) initiated by such person against the Company or its directors, officers, employees, agents or other indemnitees, unless (a) the Board authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (b) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (c) otherwise required to be made under **section 5.7** or (d) otherwise required by applicable law; or

(v) if prohibited by applicable law.

5.7 ***Determination; Claim***. If a claim for indemnification or advancement of expenses under this **Article V** is not paid by the Company or on its behalf within 90 days after receipt by the Company of a written request therefor, the claimant shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses. To the extent not prohibited by law, the Company shall indemnify such person against all expenses actually and reasonably incurred by such person in connection with any action for indemnification or advancement of expenses from the Company under this **Article V**, to the extent such person is successful in such action. In any such suit, the Company shall, to the fullest extent not prohibited by law, have the burden of proving that the claimant is not entitled to the requested indemnification or advancement of expenses.

5.8 ***Non-Exclusivity of Rights***. The indemnification and advancement of expenses provided by, or granted pursuant to, this **Article V** shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the certificate of incorporation or any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The Company is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advancement of expenses, to the fullest extent not prohibited by the DGCL or other applicable law.

5.9 ***Insurance***. The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of the DGCL.

5.10 ***Survival***. The rights to indemnification and advancement of expenses conferred by this **Article V** shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

5.11 ***Effect of Repeal or Modification***. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or these bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

5.12 ***Certain Definitions***. For purposes of this **Article V**, references to the "***Company***" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this **Article V** with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this **Article V**, references to "***other enterprises***" shall include employee benefit plans; references to "***fines***" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "***serving at the request of the Company***" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "***not opposed to the best interests of the Company***" as referred to in this **Article V**.

ARTICLE VI — STOCK

6.1 ***Stock Certificates; Partly Paid Shares***. The shares of the Company shall be represented by certificates, *provided* that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Company by the Chairperson of the Board or Vice-Chairperson of the Board, or the President or a Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Company shall not have power to issue a certificate in bearer form.

The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, or upon the books and records of the Company in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Company shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

6.2 ***Special Designation on Certificates***. If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock; *provided* that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock, a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the Company shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this **section 6.2** or Sections 156, 202(a) or 218(a) of the DGCL or with respect to this **section 6.2** a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

6.3 ***Lost Certificates***. Except as provided in this **section 6.3**, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same time. The Company may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

6.4 ***Dividends***. The Board, subject to any restrictions contained in the certificate of incorporation or applicable law, may declare and pay dividends upon the shares of the Company's capital stock. Dividends may be paid in cash, in property, or in shares of the Company's capital stock, subject to the provisions of the certificate of incorporation.

The Board may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

6.5 ***Stock Transfer Agreements***. The Company shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

6.6 ***Registered Stockholders***. The Company:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner;

(ii) shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares; and

(iii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

6.7 ***Transfers***. Transfers of record of shares of stock of the Company shall be made only upon its books by the holders thereof, in person or by an attorney duly authorized, and, if such stock is certificated, upon the surrender of a certificate or certificates for a like number of shares, properly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer.

ARTICLE VII — MANNER OF GIVING NOTICE AND WAIVER

7.1 ***Notice of Stockholder Meetings***. Notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the Company's records. An affidavit of the Secretary or an Assistant Secretary of the Company or of the transfer agent or other agent of the Company that the notice has been given shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

7.2 ***Notice by Electronic Transmission***. Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the DGCL, the certificate of incorporation or these bylaws, any notice to stockholders given by the Company under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any such consent shall be deemed revoked if:

(i) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent; and

(ii) such inability becomes known to the Secretary or an Assistant Secretary of the Company or to the transfer agent, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice;

(iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and

(iv) if by any other form of electronic transmission, when directed to the stockholder.

An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Company that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

An "***electronic transmission***" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Notice by a form of electronic transmission shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

7.3 ***Notice to Stockholders Sharing an Address***. Except as otherwise prohibited under the DGCL, without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under the provisions of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any stockholder who fails to object in writing to the Company, within 60 days of having been given written notice by the Company of its intention to send the single notice, shall be deemed to have consented to receiving such single written notice.

7.4 ***Notice to Person with Whom Communication is Unlawful***. Whenever notice is required to be given, under the DGCL, the certificate of incorporation or these bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Company is such as to require the filing of a certificate under the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

7.5 ***Waiver of Notice***. Whenever notice is required to be given under any provision of the DGCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE VIII — GENERAL MATTERS

8.1 ***Fiscal Year***. The fiscal year of the Company shall be fixed by resolution of the Board and may be changed by the Board.

8.2 ***Seal***. The Company may adopt a corporate seal, which shall be in such form as may be approved from time to time by the Board. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

8.3 ***Annual Report***. The Company shall cause an annual report to be sent to the stockholders of the Company to the extent required by applicable law. If and so long as there are fewer than 100 holders of record of the Company's shares, the requirement of sending an annual report to the stockholders of the Company is expressly waived (to the extent permitted under applicable law).

8.4 ***Construction; Definitions***. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "***person***" includes both a corporation and a natural person.

ARTICLE IX — AMENDMENTS

These bylaws may be adopted, amended or repealed by the stockholders entitled to vote. However, the Company may, in its certificate of incorporation, confer the power to adopt, amend or repeal bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal bylaws.

A bylaw amendment adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board.

NKARTA, INC.

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of Nkarta, Inc., a Delaware corporation (the "***Company***"), and that the foregoing bylaws were adopted as the bylaws of the Company July 13, 2015.

/s/ Daniel R. Koeppen

(signature)

Daniel R. Koeppen

(print name)

Secretary

(title)

Exhibit 4.2

NKARTA, INC.

AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

August 27, 2019

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NKARTA, INC.

AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

THIS AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (this "**Agreement**"), is made as of the 27th day of August, 2019, by and among Nkarta, Inc., a Delaware corporation (the "**Company**"), and each of the investors listed on Schedule A hereto (together with any subsequent investors or transferees who become parties to this Agreement in accordance with Section 6.9 hereof, each an "**Investor**" and together the "**Investors**").

RECITALS

WHEREAS, certain of the Investors (the "**Existing Investors**") hold shares of the Company's Series A Preferred Stock and possess certain rights pursuant to that certain Investors' Rights Agreement, dated as of December 18, 2017 (the "**Prior Agreement**");

WHEREAS, the Company and certain of the Investors are parties to that certain Series B Preferred Stock Purchase Agreement of even date herewith (as may be amended and/or restated from time to time, the "**Purchase Agreement**"), pursuant to which such Investors are purchasing shares of the Company's Series B Preferred Stock (together, the "**Series B Preferred Stock**") and it is a condition to the initial closing of the sale of the Series B Preferred Stock to the Investors listed on the Schedule of Purchasers attached as Exhibit A thereto that such Investors and the Company execute and deliver this Agreement; and

WHEREAS, the undersigned parties constitute (a) the Company, (b) the holders of a majority of the Registrable Securities (as defined in the Prior Agreement) outstanding as of the date hereof, and such parties desire to amend and restate the Prior Agreement in its entirety and to accept the rights created pursuant to this Agreement in lieu of the rights granted to them under the Prior Agreement; and

WHEREAS, the Company desires to induce the Investors to purchase shares of Series B Preferred Stock pursuant to the Purchase Agreement by agreeing to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

"**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person; provided that, where the term "Person" refers to Novo Holdings A/S, in lieu of the foregoing definition, the term "**Affiliate**" shall mean Novo Ventures (US) Inc. (together with Novo Holdings A/S, "**Novo**"), any partner, executive officer or director of Novo or any venture capital fund or other Person now or hereafter existing formed for the purpose of making investments in other Persons that is controlled by or under common control with Novo, and for the avoidance of doubt, shall not include any other affiliate of Novo; and provided further, that where the term "Person" refers to Deerfield Special Situations Fund, L.P. and Deerfield Private Design Fund IV, L.P. (collectively, "**Deerfield**"), in lieu of the foregoing definition, the term "Affiliate" shall mean Deerfield's affiliates, its other equityholders, partners (including partners and affiliated partnerships managed by the same management company or managing (general) partner or by any Person that is an Affiliate with such management company or managing (general) partner), members and a trust for the benefit of such other equityholders of Deerfield.

"**Board of Directors**" means the board of directors of the Company.

"**Common Stock**" means shares of the Company's common stock, par value $0.0001 per share.

"**Competitor**" means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in a business that offers products or services that are directly or indirectly competitive with the products or services of the Company, including products or services which are in actual or demonstrably anticipated research or development by the Company, but shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, holds less than twenty percent (20%) of the outstanding equity of any Competitor and does not, nor do any of its Affiliates, have a right to designate any members of the board of directors of any Competitor. In no event shall any of Glaxo Group Limited, Novo, SR One, NEA, Samsara, RA Capital, LSP or Deerfield (collectively, the "**Preferred Investors**"), be deemed a Competitor.

"**Damages**" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

"**Derivative Securities**" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Excluded Registration**" means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

"**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

"**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by the Company with the SEC.

"**GAAP**" means generally accepted accounting principles in the United States as in effect from time to time.

"**Holder**" means any holder of Registrable Securities who is a party to this Agreement.

"**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, domestic partner, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including, adoptive relationships, of a natural person referred to herein.

"**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

"**IPO**" means the Company's first underwritten public offering of its Common Stock under the Securities Act.

"**Key Employee**" means any executive-level employee (including, division director and vice president-level positions) as well as any employee who, either alone or in concert with others, develops, invents, programs, or designs any Company Intellectual Property (as defined in the Purchase Agreement).

"**LSP**" means LSP 6 Holding C.V. and its Affiliates.

"**Major Investor**" means any Investor that, individually or together with such Investor's Affiliates, holds at least (i) 1,681,131 shares of Preferred Stock (as adjusted for any stock split, stock dividend, combination, recapitalizations, reclassifications and the like effected after the date hereof) or (ii) such number of Registrable Securities issued or issuable upon conversion of 1,681,131 shares of Preferred Stock (as adjusted for any stock split, stock dividend, combination, recapitalization, reclassification and the like effected after the date hereof) *provided that* each RA Capital Investor shall be deemed to be a Major Investor for so long as each such RA Capital Investor holds the number of shares purchased by such RA Capital Investor under the Purchase Agreement, and *provided further that*, notwithstanding the foregoing, in the event that any Major Investor becomes a Defaulting Purchaser (as defined in the Purchase Agreement), such Defaulting Purchaser shall cease to be a Major Investor under this Agreement.

"**NEA**" means New Enterprise Associates 15 L.P. and its Affiliates.

"**New Securities**" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

"**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

"**Preferred Stock**" means, collectively, shares of the Company's Series A Preferred Stock and shares of the Company's Series B Preferred Stock.

"**RA Capital**" means, collectively, RA Capital Healthcare Fund, L.P., RA Capital Nexus Fund, L.P., and Blackwell Partners LLC—Series A, and their Affiliates.

"**Registrable Securities**" means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock, excluding any Common Stock issued upon conversion of the Preferred Stock pursuant to the "Special Mandatory Conversion" provisions of the Restated Certificate; (ii) any Common Stock, or any Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company acquired by the Investors after the date hereof and (iii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 6.1, and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Section 2.13 of this Agreement.

"**Registrable Securities then outstanding**" means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

"**Restated Certificate**" means the Company's Amended and Restated Certificate of Incorporation, as may be amended and/or restated from time to time.

"**Restricted Securities**" means the securities of the Company required to be notated with the legend set forth in Section 2.12(b) hereof.

"**Right of First Refusal and Co-Sale Agreement**" means that certain Amended and Restated Right of First Refusal and Co-Sale Agreement, dated of even date herewith, by and among the Company, the Investors and the other parties named therein, as may be amended and/or restated from time to time.

"**Samsara**" means Samsara BioCapital L.P. and its Affiliates.

"SEC" means the Securities and Exchange Commission.

"**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act.

"**SEC Rule 145**" means Rule 145 promulgated by the SEC under the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel borne and paid by the Company as provided in Section 2.6.

"**Series A Preferred Stock**" means shares of the Company's Series A Preferred Stock, par value $0.0001 per share.

"**Series B Preferred Stock**" means shares of the Company's Series B Preferred Stock, par value $0.0001 per share.

"**SR One**" means SR One, Limited, and its Affiliates.

"**Voting Agreement**" means that certain Amended and Restated Voting Agreement, dated of even date herewith, by and among the Company, the Investors and the other parties named therein, as may be amended and/or restated from time to time.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after the earlier of (i) five (5) years after the date of this Agreement or (ii) one hundred eighty (180) days after the effective date of the registration statement for the IPO, the Company receives a request from Holders of a majority of the Registrable Securities then outstanding that the Company file a Form S-1 registration statement, for an aggregate gross offering price of at least $5,000,000, then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders, and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Sections 2.1(c) and 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from Holders of the Registrable Securities then outstanding that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of such Holders having an anticipated aggregate gross offering price, of at least $1,000,000, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders, and (ii) as soon as practicable, and in any event within forty-five (45) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Sections 2.1(c) and 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Section 2.1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company, (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential, or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than sixty (60) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period; and provided further that the Company shall not register any securities for its own account or that of any other stockholder during such sixty (60) day period other than an Excluded Registration.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 2.1(a): (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected two registrations pursuant to Section 2.1(a); or (iii) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Section 2.1(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 2.1(b): (i) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is sixty (60) days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected two registrations pursuant to Section 2.1(b) within the twelve (12) month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this Section 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor, and forfeit their right to one demand registration statement pursuant to Section 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Section 2.1(d); provided, that if such withdrawal is during a period the Company has deferred taking action pursuant to Section 2.1(c), then the Initiating Holders may withdraw their request for registration and such registration will not be counted as "effected" for purposes of this Section 2.1(d).

2.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its securities under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Section 2.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Section 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Section 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Section 2.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Company and shall be reasonably acceptable to a majority in interest of the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting; provided, however, that no Holder (or any of its assignees) shall be required to make any representations, warranties or indemnities except as they relate to such Holder's ownership of shares and authority to enter into the underwriting agreement and to such Holder's intended method of distribution, and the liability of such Holder shall be limited to an amount equal to the net proceeds from the offering received by such Holder. Notwithstanding any other provision of this Section 2.3, if the managing underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be

underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders; provided, however, that the number of Registrable Securities held by the Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Section 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders seeking to sell Registrable Securities in such offering accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, or (ii) the number of Registrable Securities included in the offering be reduced below thirty percent (30%) of the total number of securities included in such offering, unless such offering is the IPO, in which case the selling Holders may be excluded further if the underwriters make the determination described above and no other stockholder's securities are included in such offering. For purposes of the provision in this Section 2.3(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any *pro rata* reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

(c) For purposes of Section 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Section 2.3(a), fewer than fifty percent (50%) of the total number of Registrable Securities that Holders have requested to be included in such registration statement are actually included

2.4 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred twenty (120) day period shall be extended for up to one hundred eighty (180) days, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

In addition, the Company shall ensure that, at all times after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, its insider trading policy shall provide that the Company's directors may implement a trading program under Rule 10b5-l of the Exchange Act.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements, not to exceed $200,000 of one counsel for the selling Holders ("**Selling Holder Counsel**"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 2.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses *pro rata* based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Sections 2.1(a) or 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, the Holders shall have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to Sections 2.1(a) or 2.1(b). All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders *pro rata* on the basis of the number of Registrable Securities registered on their behalf.

2.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors, and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person, or other aforementioned Person any legal or other

expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under Sections 2.8(b) and 2.8(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Section 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from

others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall a Holder's liability pursuant to this Section 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Section 2.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Section 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request: (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.10 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of at least two-thirds of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that (i) would provide to such holder or prospective holder the right to include securities in any registration on other than either a *pro rata* basis with respect to the Registrable Securities or on a subordinate basis after all Holders have had the opportunity to include in the registration and offering all shares of Registrable Securities that they wish to so include, or (ii) would allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder; provided that this limitation shall not apply to Registrable Securities acquired by any additional Investor who becomes a party to this Agreement in accordance with Section 6.9.

2.11 "Market Stand-off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act for its IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days), or such longer period as may be required to accommodate applicable regulatory restrictions on (1) the publication or other distribution of research reports, and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (i) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 2.11 shall (A) apply only to the IPO, (B) not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, (C) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Holder or an Immediate Family Member of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and (D) be applicable to the Holders only if all officers and directors are subject to the same restrictions and stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock) enter into similar agreements. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 2.11 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 2.11 or that are necessary to give further effect thereto. To the extent that any person who is subject to market stand-off obligations is released early by the managing underwriter from such market stand-off obligations, or any or all such obligations are waived, then each Holder shall also receive a *pro rata* release or waiver, as applicable, based on the number of shares subject to such agreements, from its respective market stand-off obligations.

2.12 Restrictions on Transfer.

(a) The Preferred Stock and the Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Preferred Stock and the Registrable Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate, instrument, or book entry representing (i) the Preferred Stock, (ii) the Registrable Securities, and (iii) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any stock split, stock dividend, combinations, recapitalizations, reclassifications and the like, shall (unless otherwise permitted by the provisions of Section 2.12(c)) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Section 2.12.

(c) The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Section 2.12. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Section 2.12(b), except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.13 Termination of Registration Rights. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Sections 2.1 or 2.2 shall terminate upon the earliest to occur of:

(a) the closing of a Deemed Liquidation Event, as such term is defined in the Restated Certificate; and

(b) the fifth anniversary of the IPO.

3. Information Rights.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor, provided that the Board of Directors has not reasonably determined that such Major Investor is a Competitor:

(a) as soon as practicable, but in any event within thirty (30) days of the end of each month, an unaudited income statement and statement of cash flows for such month, and an unaudited balance sheet and statement of stockholders' equity as of the end of such month, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and cash flows for such fiscal quarter, and an unaudited balance sheet and a statement of stockholders' equity as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments; and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(c) as soon as practicable, but in any event within one hundred twenty (120) days after the end of each fiscal year of the Company (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements audited and certified by independent public accountants of nationally recognized standing selected by the Company;

(d) as soon as practicable, but in any event thirty (30) days before the end of each fiscal year, a comprehensive budget and business plan for the next fiscal year (collectively, the **"Budget"),** approved by the Board of Directors (including a majority of the then-serving Preferred Directors (as such term is defined in the Restated Certificate)) and prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after prepared, any other budgets or revised budgets prepared by the Company;

(e) with respect to the financial statements called for in Section 3.1(a), Section 3.1(b) and Section 3.1(c), an instrument executed by the chief financial officer and chief executive officer of the Company certifying that such financial statements were prepared in accordance with GAAP consistently applied with prior practice for earlier periods (except as otherwise set forth in Section 3.1(a), Section 3.1(b) and Section 3.1(c)) and fairly present the financial condition of the Company and its results of operation for the periods specified therein; and

(f) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as any Major Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Section 3.1 to provide information (i) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company), or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

Notwithstanding anything else in this Section 3.1 to the contrary, the Company may cease providing the information set forth in this Section 3.1 during the period starting with the date thirty (30) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Section 3.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

3.2 Inspection. The Company shall permit each Major Investor (provided that the Board of Directors has not reasonably determined that such Major Investor is a Competitor), at such Major Investor's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Major Investor; provided, however, that the Company shall not be obligated pursuant to this Section 3.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3. 3 Termination of Information Rights. The covenants set forth in Sections 3.1 and 3.2 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon the closing of a Deemed Liquidation Event, as such term is defined in the Restated Certificate, whichever event occurs first.

3.4 Confidentiality. Each Investor agrees, severally and not jointly, that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement prior to the Company's IPO (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 3.4 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company, (ii) to any prospective purchaser of any Registrable Securities from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Section 3.4 and is not a Competitor of the Company, (iii) to any existing or prospective Affiliate, partner, member, stockholder, or wholly owned

subsidiary of such Investor or any subsequent partnership under common investment management in the ordinary course of business, or otherwise as part of such Investor's normal reporting or review procedure, or in connection with such Investor's or its Affiliates' normal fundraising, marketing, informational or reporting activities, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information, or (iv) as may otherwise be required by law, regulation, rule, court order or subpoena, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure. The Company understands and acknowledges that in the ordinary course of business each Investor, and any of their respective representatives currently may be invested in, may invest in or may consider investments in companies that have issued securities that are publicly traded (each, a "**Public Company**"). Accordingly, the Company covenants and agrees that before providing material non-public information about a Public Company ("**Public Company Information**") to each Investor, as applicable, the Company will use commercially reasonable efforts to provide prior written notice to the compliance personnel at each such Investor, as applicable, describing such information in reasonable detail. The Company shall not disclose Public Company Information to an Investor without written authorization from the applicable compliance personnel, provided, however, that, the Company will be permitted to disclose agreements entered into with Public Companies in the ordinary course of business, such as routine customer, supplier, advertising and publishing agreements without such written authorization. Further, the Company understands and acknowledges that the confidential information may be used by Deerfield, RA Capital, and Novo or any of their respective representatives in connection with evaluating investment opportunities, trading securities in the public markets and participating in private investment transactions, but specifically excluding disclosing or otherwise providing confidential information (or any derivatives, extracts or summaries thereof) to anyone other than Deerfield, RA Capital, and Novo or any of their respective representatives in violation of this Agreement.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Section 4.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Major Investor. A Major Investor shall be entitled to apportion the right of first offer hereby granted to it, in such proportions as it deems appropriate, among (i) itself, (ii) its Affiliates and (iii) its beneficial interest holders, such as limited partners, members or any other Person having "beneficial ownership," as such term is defined in Rule 13d-3 promulgated under the Exchange Act, of such Major Investor ("**Investor Beneficial Owners**"); provided that each such Affiliate or Investor Beneficial Owner (x) is not a Competitor, unless such party's purchase of New Securities is otherwise consented to by the Board of Directors, and (y) agrees to enter into this Agreement and each of the Voting Agreement and Right of First Refusal and Co-Sale Agreement as an "Investor" under each such agreement, or any amended and/or restated version of such agreements, as the case may be (provided that any Competitor shall not be entitled to any rights as a Major Investor under Sections 3.1, 3.2 and 4.1 hereof).

(a) The Company shall give notice (the "**Offer Notice**") to each Major Investor, stating (i) its bona fide intention to offer such New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within twenty (20) days after the Offer Notice is given, each Major Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that number of such New Securities which equals the proportion that the Common Stock then held by such Major Investor (including all shares of Common Stock then issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held by such Major Investor) bears to the total Common Stock of the

Company then outstanding (assuming full conversion and/or exercise, as applicable, of all Preferred Stock and any other Derivative Securities then outstanding). At the expiration of such twenty (20) day period, the Company shall promptly notify each Major Investor that elects to purchase or acquire all the shares available to it (each, a "**Fully Exercising Investor**") of any other Major Investor's failure to do likewise. During the ten (10) day period commencing after the Company has given such notice, each Fully Exercising Investor may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of shares specified above, up to that portion of the New Securities for which Major Investors were entitled to subscribe but that were not subscribed for by the Major Investors. In the event there are two (2) or more such Fully Exercising Investors that elect to purchase or acquire such New Securities that were not subscribed for by the Major Investors for a total number of New Securities in excess of the number proposed to be offered or sold by the Company, the remaining New Securities available to be purchased or acquired under this Section 4.1(b) shall be allocated to such Fully Exercising Investors pro rata based on the number of shares of New Securities such Fully Exercising Investors have elected to purchase or acquire pursuant to this Section 4.1(b) (without giving effect to any New Securities that any such Fully Exercising Investor has elected to purchase or acquire pursuant to this sentence). The closing of any sale pursuant to this Section 4.1(b) shall occur within the later of one hundred and twenty (120) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Section 4.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Section 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Section 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Major Investors in accordance with this Section 4.1.

(d) The right of first offer in this Section 4.1 shall not be applicable to (i) Exempted Securities (as defined in the Restated Certificate); (ii) shares of Common Stock issued in the IPO; and (iii) the issuance of shares of Series B Preferred Stock issued pursuant to Section 1.2 of the Purchase Agreement.

4.2 Termination. The covenants set forth in Section 4.1 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon the closing of a Deemed Liquidation Event, as such term is defined in the Restated Certificate, whichever event occurs first.

5. Additional Covenants.

5.1 Board Matters.

(a) The Board of Directors shall convene for meetings at least quarterly, unless otherwise approved by the Board of Directors including a majority of the then-serving Preferred Directors.

(b) Upon request, the Company shall promptly reimburse in full, each non-employee director of the Company for his or her reasonable, customary and documented out-of-pocket expenses incurred in the course of business conducted on behalf of the Company (including without limitation attendance of meetings of the Board of Directors).

(c) Each Preferred Director shall be entitled to serve on each committee of the Board of Directors.

5.2 Matters Requiring Preferred Director Approval. The Company hereby covenants and agrees with each of the Investors that it shall not, without approval of the Board of Directors, which approval must include the affirmative vote of at least a majority of the then-serving Preferred Directors:

(a) approve any annual operating plan, budgets or any changes thereto;

(b) approve the making of any expenditures exceeding by more than $1,000,000 in the aggregate the budget approved by the Board of Directors specifically for such expenditures;

(c) approve any new expenditures individually or in the aggregate exceeding $1,000,000;

(d) appoint, dismiss or change the Company's auditor or general outside counsel;

(e) sell, transfer, lease, assignment, encumber, license or dispose of any assets or intellectual property of the Company (whether by a single transaction or a series of related transactions) the aggregate fair market value of which exceeds $1,000,000;

(f) purchase or acquire any assets or intellectual property (whether by a single transaction or a series of related transactions) the aggregate purchase price or cost to acquire of which exceeds $1,000,000;

(g) consummate an initial public offering of equity securities of the Company or any of its subsidiaries;

(h) make any change to the principal business of the Company, enter into new lines of business, or exit a current line of business;

(i) make, or permit any subsidiary to make, any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(j) make, or permit any subsidiary to make, any loan or advance to any Person, including, without limitation, any employee or director of the Company or any subsidiary, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board of Directors;

(k) guarantee, directly or indirectly, or permit any subsidiary to guarantee, directly or indirectly, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(l) make any investment inconsistent with any investment policy approved by the Board of Directors;

(m) otherwise enter into or be a party to any transaction with any director, officer, or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such Person, except for transactions contemplated by this Agreement and the Purchase Agreement; transactions resulting in payments to or by the Company in an aggregate amount less than $250,000 per year; or transactions made in the ordinary course of business and pursuant to reasonable requirements of the Company's business and upon fair and reasonable terms that are approved by a majority of the Board of Directors;

(n) in-license any material intellectual property;

(o) create any subsidiary of the Company;

(p) make any material change in the accounting policies or principles of the Company, except with prior approval of the Company's auditors;

(q) enter into a joint venture; or

(r) file for bankruptcy, insolvency, or other similar proceedings.

5.3 Director's & Officer's Liability. The Company has and shall maintain, from financially sound and reputable insurers, Directors and Officers liability insurance in an amount not less than $3,000,000, unless otherwise approved by the Investors.

5.4 Indemnification Matters. The Company shall use its best efforts to provide that its Restated Certificate and bylaws provide for indemnification of officers and directors of the Company to the maximum extent permitted by law. The Company shall enter into a customary indemnification agreement in form satisfactory to the Investors with each non-employee member of the Board of Directors. The Company hereby acknowledges that one (1) or more of the directors nominated to serve on the Board of Directors by the Investors (each an **"Investor Director"**) may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more of the Investors and certain of their Affiliates (collectively, the **"Investor Indemnitors"**). The Company hereby agrees (a) that it is the indemnitor of first resort (*i.e.*, its obligations to any such Investor Director are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Investor Director are secondary), (b) that it shall be required to advance the full amount of expenses incurred by such Investor Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement by or on behalf of any such Investor Director to the extent legally permitted and as required by the Company's Certificate of Incorporation or Bylaws of the Company (or any agreement between the Company and such Investor Director), without regard to any rights such Investor Director may have against the Investor Indemnitors, and, (c) that it irrevocably waives, relinquishes and releases the Investor Indemnitors from any and all claims against the Investor Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Investor Indemnitors on behalf of any such Investor Director with respect to any claim for which such Investor Director has sought indemnification from the Company shall affect the foregoing and the Investor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Investor Director against the Company. The Investor Directors and the Investor Indemnitors are intended third-party beneficiaries of this Section 5.4 and shall have the right, power and authority to enforce the provisions of this Section 5.4 as though they were a party to this Agreement.

5.5 Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the Company's Bylaws, its Certificate of Incorporation, or elsewhere, as the case may be.

5.6 Prevention of Corruption. The Company shall use commercially reasonable efforts to (i) ensure that the Company and any of its affiliates operate to the same standards of conduct set forth in "Prevention of Corruption – Third Party Guidelines" of GlaxoSmithKline plc ("GSK") found at: https://www.gsk.com/media/3916/abac-third-party-guidelines.pdf and (ii) notify the Preferred Investors if it becomes aware of any activities or proposed activities to be conducted by itself or any of its Affiliates that may be contrary to GSK's publicly announced ethical standards or the principles set forth in the "Prevention of Corruption – Third Party Guidelines" of which the Company is aware or has been notified.

5.7 Publicity. The Company shall not use the name of Samsara, LSP, SR One, Novo, NEA, GSK, Deerfield, RA Capital, or Amgen Ventures LLC in any trade publication, marketing materials or otherwise to the general public, in each case without the prior written consent of such Investor, which consent may be withheld in its sole discretion; provided that (i) the parties anticipate that there will be a mutually-agreed press release announcing the closing of the transactions contemplated in the Purchase Agreement; (ii) following the public announcement contemplated in clause (i), the Company may confirm that Samsara, LSP, SR One, Novo, NEA, GSK, Deerfield, RA Capital, and Amgen Ventures LLC are investors in the Company (but not the amount or terms thereof) in a form of disclosure that has been previously approved by such Investors; and (iii) the Company may list or disclose Samsara's, LSP's, SR One's, Novo's, NEA's, GSK's, Deerfield's, RA Capital's and Amgen Ventures LLC's names when identifying such Investor on the Company's website or in Company presentations.

5.8 Employee Agreements. The Company will cause each person now or hereafter employed by it or by any subsidiary (or engaged by the Company or any subsidiary as a consultant/independent contractor) with access to confidential information and/or trade secrets to enter into a nondisclosure and proprietary rights assignment agreement in substantially the form provided or made available to Investors and/or their counsel on or before the date hereof. In addition, the Company shall not amend, modify, terminate, waive, or otherwise alter, in whole or in part, any of the above-referenced agreements or any restricted stock agreement between the Company and any employee, without the consent of the Board of Directors, including a majority of the then-serving Preferred Directors.

5.9 Employee Stock. Unless otherwise approved by the Board of Directors, all future employees and consultants of the Company who purchase, receive options to purchase, or receive awards of shares of the Company's capital stock after the date hereof shall be required to execute restricted stock or option agreements, as applicable, providing for (i) vesting of shares over a four (4) year period, with the first twenty-five percent (25%) of such shares vesting following twelve (12) months of continued employment or service, and the remaining shares vesting in equal monthly installments over the following thirty-six (36) months, and (ii) a market stand-off provision substantially similar to that in Section 2.11. In addition, unless otherwise approved by the Board of Directors, including a majority of the then-serving Preferred Directors, the Company shall retain a "right of first refusal" on transfers of Common Stock held by current or former service providers to the Company until the Company's IPO, no restricted stock agreements or stock option agreements shall contain any provisions providing for acceleration of vesting, and the Company shall have the right to repurchase unvested shares at cost upon termination of employment of a holder of restricted stock.

5.10 Qualified Small Business Stock. The Company shall use commercially reasonable efforts to cause the shares of Series B Preferred Stock issued pursuant to the Purchase Agreement, as well as any shares into which such shares are converted, within the meaning of Section 1202(f) of the Internal Revenue Code (the **"Code"**), to constitute "qualified small business stock" as defined in Section 1202(c)

of the Code; provided, however, that such requirement shall not be applicable if the Board of Directors of the Company, including a majority of the then-serving Preferred Directors, determines, in its good-faith business judgment, that such qualification is inconsistent with the best interests of the Company. The Company shall submit to its stockholders (including the Investors) and to the Internal Revenue Service any reports that may be required under Section 1202(d)(1)(C) of the Code and the regulations promulgated thereunder. In addition, within twenty (20) business days after any Investor's written request therefor, the Company shall, at its option, either (i) deliver to such Investor a written statement indicating whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code or (ii) deliver to such Investor such factual information in the Company's possession as is reasonably necessary to enable such Investor to determine whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code.

5.11 FCPA. The Company represents that it shall not (and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to) directly or indirectly, offer, promise, authorize or make any payment to, or otherwise contribute any item of value to, any third party, including any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**")), foreign political party or official thereof or candidate for foreign political office, in each case, in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall (and shall cause each of its subsidiaries and affiliates to) cease all of its or their respective activities, as well as remediate any actions taken by the Company, its subsidiaries or affiliates, or any of their respective directors, officers, managers, employees, independent contractors, representatives or agents in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. The Company further represents that it shall (and shall cause each of its subsidiaries and affiliates to) maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) and written policies to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law and to ensure that all books and records of the Company and its subsidiaries accurately and fairly reflect, in reasonable detail, all transactions and dispositions of funds and assets. Upon request, the Company agrees to provide responsive information and/or certifications concerning its compliance with applicable anti-bribery and anti-corruption laws. The Company shall promptly notify each Investor if the Company becomes aware of any Enforcement Action (as defined in the Purchase Agreement). The Company shall, and shall cause any direct or indirect subsidiary or entity controlled by it, whether now in existence or formed in the future, to comply with the FCPA. The Company shall use its best efforts to cause any direct or indirect subsidiary, whether now in existence or formed in the future, to comply in all material respects with all applicable laws.

5.12 Right to Conduct Activities. The Company hereby agrees and acknowledges that certain Investors are professional investment funds or organizations, and as such review the business plans and related proprietary information of many enterprises and invest in numerous portfolio companies, some of which may be deemed competitive with the Company's business (as currently conducted or as currently proposed to be conducted), and that certain Investors each have affiliated entities that may be deemed competitive with the Company's business (as currently conducted or as currently proposed to be conducted). The Company hereby agrees that, to the extent permitted under applicable law, such Investors or their respective Affiliates shall not be liable to the Company for any claim arising out of, or based upon, (i) the investment by such Investors or their respective Affiliates in any entity competitive with the Company, or (ii) actions taken by any partner, officer, employee or other representative of such Investors or their respective Affiliates to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not relieve (x) any of the Investors from liability associated with the unauthorized disclosure of the Company's confidential information obtained pursuant to this Agreement, or (y) any director or officer of the Company from any liability associated with his or her fiduciary duties to the Company.

5.13 Harassment Policy. The Company shall, within one hundred twenty (120) days following the date of this Agreement, adopt and thereafter maintain in effect (i) a Code of Conduct governing appropriate workplace behavior and (ii) an Anti-Harassment and Discrimination Policy prohibiting discrimination and harassment at the Company. Such policy shall be reviewed and approved by the Board of Directors.

5.14 Expenses of Counsel. In the event of a transaction which is a Sale of the Company (as defined in the Voting Agreement), the reasonable fees and disbursements, not to exceed $100,000 in the aggregate, of one counsel for the Major Investors (the "**Investor Counsel**") in their capacities as stockholders, shall be borne and paid by the Company. In connection with the negotiation of a transaction which, if consummated would constitute a Sale of the Company (the "**Prospective Sale**"), the Company shall obtain the ability to share with the Investor Counsel (and such counsel's clients, subject to appropriate exceptions for direct conflicts of interest) and shall share certain confidential information (including initial and all subsequent drafts of the letter of intent and other transaction documents and related noncompete, employment, consulting and other compensation agreements and plans) pertaining to and memorializing the Prospective Sale. Such confidential information shall be shared with Investor Counsel promptly as available and in no case fewer than fifteen (15) days prior to the solicitation of consent by the Company's stockholders to approve the Prospective Sale. In the event that Investor Counsel deems it appropriate, in its reasonable discretion, to enter into a joint defense agreement or other arrangement to enhance the ability of the parties to protect their communications and other reviewed materials under the attorney client privilege, the Company shall, and shall direct its counsel to, execute and deliver to Investor Counsel and its clients such an agreement in form and substance reasonably acceptable to Investor Counsel. In the event that one or more of the other party or parties to such transactions require the clients of Investor Counsel to enter into a confidentiality agreement and/or joint defense agreement in order to receive such information, then the Company shall share whatever information can be shared without entry into such agreement and shall, at the same time, in good faith work expeditiously to enable Investor Counsel and its clients to negotiate and enter into the appropriate agreement(s) without undue burden to the clients of Investor Counsel.

5.15 Critical Technology Matters.

(a) To the extent that, to the knowledge of the Company after due and reasonable inquiry: (a) any pre-existing products or services provided by the Company are re-categorized by the U.S. government as "critical technologies" within the meaning of Section 721 of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "**DPA**"), or would reasonably be considered to constitute the design, fabrication, development, testing, production or manufacture of critical technologies after a re-categorization of selected technologies by the U.S. government, or (b) after execution of the Purchase Agreement, the Company engages in any activity that could reasonably be considered to constitute the design, fabrication, development, testing, production or manufacture of a critical technology within the meaning of the DPA, the Company shall promptly notify the Investors of such change in the categorization of its products or services and shall provide the Investors notice of such change as soon as reasonably practicable in advance of the Milestone Closing and/or any other financing or investment of a type contemplated by the DPA in the Company by the Investors or any other party

(b) If and only if (i) the Committee on Foreign Investment in the United States or any member agency thereof acting in such capacity ("**CFIUS**") requests or requires that any Investor or the Company file a notice or declaration with CFIUS pursuant to the DPA with respect to such Investor's

investment in the Company (the "**Covered Transactions**") or (ii) such Investor or the Company reasonably and on the advice of legal counsel determines that a filing with CFIUS with respect to the Covered Transactions is required by or advisable to comply with applicable law, then in either case, (i) or (ii), (x) the Company and the applicable Investor(s) shall, and shall cause their respective affiliates to, cooperate with the other parties hereto and use reasonable best efforts to promptly file a CFIUS filing in the requested, required or advisable form in accordance with the DPA and promptly respond to any CFIUS request for information and/or documents with respect to such filing and/or the Covered Transactions; and (y) the Company and the applicable Investor(s) shall, and shall cause their respective affiliates to, use reasonable best efforts to obtain, as applicable, the CFIUS Satisfied Condition (as defined in the Purchase Agreement). In the event of a CFIUS Filing Event neither (A) the "Special Mandatory Conversion" provisions of the Restated Certificate nor (B) any future provisions of the Restated Certificate serving a similar purpose with respect to a future acquisition of shares by the Investors shall apply to any Investors making filings pursuant to the DPA under this Section 5.15(b)unless and until the CFIUS Satisfied Condition is achieved. For the avoidance of doubt, each such Investor shall have no obligation to accept or take any action, condition or restriction with respect to the Covered Transactions in order to achieve the CFIUS Satisfied Condition.

(c) If, in connection with a CFIUS review pursuant to the DPA, any Non-U.S. Investor is requested or required by CFIUS to sell, divest, or dispose of any of the shares of the Company it then holds (the "**Investor Shares**") or otherwise reduce its holdings in the Company (such CFIUS request or requirement a "**Divestiture Order**" and such Non-U.S. Investor a "**Divesting Non-U.S. Investor**") then (i) the Divesting Non-U.S. Investor shall comply with the Divestiture Order in full and, to the extent reasonably practicable, consult with the Company regarding the Divestiture Order, (ii) the Company shall, to the extent reasonably practicable, assist the Divesting Non-U.S. Investor in connection with such Divesting Non-U.S. Investor's compliance with the Divestiture Order, and (iii) only after the Divesting Non-U.S. Investor has determined the proposed purchaser(s) or transferee(s) (each a "**Proposed Transferee**") of the Investor Shares, the Divesting Non-U.S. Investor shall deliver to the Company a written notice (the "**Notice of Proposed CFIUS Transfer**") stating the aggregate number of Investor Shares proposed to be transferred to each Proposed Transferee. So long as such proposed transfer is in compliance with the Divestiture Order and all applicable securities laws, the Company agrees not to withhold any required consent and to cooperate in facilitating such transfer. Further, notwithstanding any other provision in this Agreement or any other Ancillary Agreement among the Parties, the Company agrees that all rights of the Divesting Non-U.S. Investor associated with the Investor Shares being transferred, including without limitation, registration rights, rights of first refusal and co-sale, rights to designate a director (subject to any applicable share holdings threshold in existence at the time of transfer), shall be transferable to the Proposed Transferee.

(d) For the avoidance of doubt, none of the Company nor its respective affiliates and directors, officers, agents, stockholders and advisers shall be liable with respect to claims and damages that may result, directly or indirectly, after the date hereof, arising out of losses a party (other than the Company) may suffer relating to the required divestiture of that party's Company capital stock, resulting from such party's decision not to make a voluntary filing pursuant to the DPA in connection with the transactions contemplated by the Purchase Agreement.

5.16 Voting Thresholds. In the event one or more Investors becomes a Defaulting Purchaser (as defined in the Purchase Agreement) and as a result of which Investors holding shares of Series A Preferred Stock constitute the Required Holders, then the Company and each Investor hereby agree to, and shall, take all actions necessary to revise the definition of "Required Holders" in each of the Transaction Documents and the Company's certificate of incorporation such that the voting threshold set forth in such definition requires the greater of (a) at least 66 2/3% and (b) at least that the minimum percentage of Preferred Stock then collectively held, on an as-converted basis, by NEA, Novo, SR One and at least one Major Investor that (i) holds Series B Preferred Stock and (ii) does not hold (and is not an Affiliate of a holder of) Series A Preferred Stock.

5.17 Termination of Covenants. The covenants set forth in this Section 5, except for Sections 5.4, 5.5 and 5.12 which shall terminate on the fifth anniversary of the IPO, shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, or (iii) upon the consummation of a Deemed Liquidation Event, as such term is defined in the Restated Certificate, whichever event occurs first.

6. Miscellaneous.

6.1 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate, partner or stockholder of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (iii) after such transfer, holds at least 250,000 shares of Registrable Securities (subject to appropriate adjustment for any stock split, stock dividend, combinations, recapitalizations, reclassifications and the like); provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Section 2.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate, partner or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided further that all transferees who would not qualify individually for assignment of rights shall, as a condition to the applicable transfer, have a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.2 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to any conflict of laws rules that would require the application of the laws of any other jurisdiction.

6.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address or address as subsequently modified by written notice given in accordance with this Section 6.5. If notice is given to the Company, a copy shall also be sent to (which copy shall not constitute notice): Wilson Sonsini Goodrich & Rosati, P.C., 12235 El Camino Real, San Diego, California 92130, Attn: Daniel R. Koeppen, email: dkoeppen@wsgr.com, and if notice is given to the Investors, a copy shall also be sent to (which copy shall not constitute notice): Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, Massachusetts 02109, Attn: Jason L. Kropp, email: jason.kropp@wilmerhale.com.

Subject to the limitations set forth in Delaware General Corporation Law §232(e), each Investor consents to the delivery of any notice to stockholders given by the Company under the Delaware General Corporation Law or the Company's certificate of incorporation or bylaws by electronic mail to the electronic mail address set forth on Schedule A (or to any other electronic mail address for the Investor in the Company's records), in each case with confirmation of receipt. This consent may be revoked by an Investor by written notice to the Company and may be deemed revoked in the circumstances specified in Delaware General Corporation Law §232.

6.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of at least two-thirds of the Registrable Securities then outstanding; provided that the Company may in its sole discretion waive compliance with Section 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Section 2.12(c) shall be deemed to be a waiver); provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party; provided further that any amendment, termination or waiver of the definition of "Major Investor," Section 2.8(b), 2.8(d), 2.11, 5.6, 5.7, 5.12, or 6.14 or this clause of Section 6.6 shall require the written consent of each of Samsara, LSP, NEA, Novo, SR One, RA Capital and Deerfield; provided further that any amendment, termination or waiver of Section 5.15 or this clause of Section 6.6 shall require the written consent of each of LSP and Novo; provided further that any amendment, termination or waiver of Section 5.16 or this clause of Section 6.6 shall require the written consent of each of Samsara and LSP; and provided further that any amendment, termination or waiver of Section 3.4 or this clause of Section 6.6 shall require the written consent of each of Deerfield and RA Capital. Notwithstanding the foregoing, (a) this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion and (b) Sections 3.1 and 3.2, Section 4 and any other section of this Agreement applicable to the Major Investors (including this clause (b) of this Section 6.6) may not be amended, terminated or waived without the written consent of the holders of at least two-thirds of the Registrable Securities then outstanding and held by the Major Investors. In the event of any waiver of Section 4.1 with respect to an issuance of New Securities and the subsequent purchase by any Major Investor (a "**Participating Major Investor**") of any portion of such New Securities, then all other Major Investors shall have the right to purchase a portion of the New Securities equal to the product obtained by (A) such Major Investor's pro rata share calculated in accordance with Section 4.1 by (B) the quotient obtained by (x) the number of shares purchased by the Participating Major Investor divided by (y) the maximum number of shares that could have been purchased by such Participating Major Investor pursuant to its pro rata share calculated in

accordance with Section 4.1; provided, for clarity, that if there is more than one Participating Major Investor, then the larger fraction obtained pursuant to (B) above shall apply. Notwithstanding the foregoing, Schedule A hereto may be amended by the Company from time to time to add transferees of any Registrable Securities in compliance with the terms of this Agreement without the consent of the other parties; and Schedule A hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Investor who becomes a party to this Agreement in accordance with Section 6.9. The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any amendment, termination, or waiver effected in accordance with this Section 6.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Aggregation of Stock. All shares of Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

6.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series B Preferred Stock after the date hereof, whether pursuant to the Purchase Agreement or otherwise, any purchaser of such shares of Series B Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Investor" for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an "Investor" hereunder.

6.10 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

6.11 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Delaware or any court of the State of Delaware having subject matter jurisdiction.

6.12 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.13 Acknowledgment. The Company acknowledges that certain of the Investors and their respective Affiliates are in the business of venture capital investing and therefore review the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company. Nothing in this Agreement shall preclude or in any way restrict the Investors and their respective Affiliates from investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company.

6.14 Limitation of Liability; Freedom to Operate Affiliates. The total liability, in the aggregate, of each of the Investors, and its respective Affiliates, officers, directors, employees and agents, for any and all claims, losses, costs or damages, including attorneys' and accountants' fees and expenses and costs of any nature whatsoever or claims or expenses resulting from or in any way related to this Agreement from any cause or causes shall be several and not joint with the other Investors and shall not exceed the total purchase price paid to the Company by the Investors, respectively, for the Shares (as defined in the Purchase Agreement) under the Purchase Agreement and the shares of Series A Preferred Stock held by such Purchaser. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Nothing in this Agreement or the Transaction Agreements shall restrict each Investor's freedom to operate any of its affiliates (including any such affiliate that is a potential competitor of the Company).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

NKARTA, INC.

By: /s/ Paul Hastings
Name: Paul Hastings
Title: President

Address:

6000 Shoreline Court, Suite 102
South San Francisco, CA 94080

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

SAMSARA BIOCAPITAL, L.P.

By: Samsara BioCapital GP, LLC, General Partner

By: /s/ Srini Akkaraju
Name: Srini Akkaraju
Title: Managing General Partner

Address:

628 Middlefield Road
Palo Alto, CA 94301
Attn: Michael Dybbs
Email: [***]

with a copy (which shall not constitute notice) to:

Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street Boston, MA 02109
Attn: Jason L. Kropp
Email: jason.kropp@wilmerhale.com.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

NOVO HOLDINGS A/S

By: /s/ Thomas Dyrberg
Name: Thomas Dyrberg, under specific power of attorney
Title: Managing Partner, Novo Holdings A/S

Address:

Tuborg Havnevej 19
DK-2900 Hellerup
Denmark
Attn: Heather Ludvigsen
Email: [***]

With a copy (which shall not constitute notice) to:

Novo Ventures (US), Inc,
501 2nd Street, Suite 300
San Francisco, CA 94107
Attention: Tiba Aynechi and Junie Lim
Email: [***]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

SR ONE, LIMITED

By: /s/ Karen Narolewski Engel
Name: Karen Narolewski Engel
Title: Vice President, Finance

Address:

[***]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

NEW ENTERPRISE ASSOCIATES 15, L.P.

By: /s/ Louis Citron
Name: Louis Citron
Title: Chief Legal Officer

Address:

c/o New Enterprise Associates, Inc.
1954 Greenspring Drive, Suite 600
Timonium, MD 21093

NEA VENTURES 2016, L.P.

By: /s/ Louis Citron
Name: Louis Citron
Title: Chief Legal Officer

Address:

c/o New Enterprise Associates, Inc.
1954 Greenspring Drive, Suite 600
Timonium, MD 21093

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

RA CAPITAL HEALTHCARE FUND, L.P.

By: RA Capital Management, LLC
Its: General Partner

By: /s/ Peter Kolchinsky
Name: Peter Kolchinsky
Title: Authorized Signatory

Address: RA Capital Management, LLC
200 Berkeley Street
18th Floor
Boston, MA 02116
Attn: General Counsel

RA CAPITAL NEXUS FUND, L.P.

By: RA Capital Nexus Fund GP, LLC
Its: General Partner

By: /s/ Peter Kolchinsky
Name: Peter Kolchinsky
Title: Manager

Address: RA Capital Management, LLC
200 Berkeley Street
18th Floor
Boston, MA 02116
Attn: General Counsel

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

BLACKWELL PARTNERS LLC—SERIES A

By: /s/ Abayomi A. Adigun
Name: Abayomi A. Adigun
Title: Investment Manager
DUMAC, Inc., Authorized Signatory

By: /s/ Jannine M. Lall
Name: Jannine M. Lall
Title: Head of Finance & Controller
DUMAC, Inc., Authorized Signatory

Address: Blackwell Partners LLC—Series A
[***]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

AMGEN VENTURES LLC

By: /s/ David W. Meline
Name: David W. Meline
Title: EVP & Chief Financial Officer

Address:

Amgen Ventures LLC
[***]

Copy to:
Amgen Inc.
[***]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

LSP 6 HOLDING C.V.
By: LSP 6 Management B.V.
Its: General Partner

By: /s/ Rene Kuijten
Name: Rene Kuijten
Title: Managing Director

By: /s/ Martijn Kleiwegt
Name: Martijn Kleiwegt
Title: Managing Director

Address:

Johannes Vermeerplein 9
1071 DV Amsterdam, The Netherlands

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

EMERSON COLLECTIVE INVESTMENTS, LLC

By: /s/ Steve McDermid
Name: Steve McDermid
Title: Authorized Signatory

Address:

[***]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

DEERFIELD SPECIAL SITUATIONS FUND, L.P.
By: Deerfield Mgmt, L.P.
General Partner
By: J.E. Flynn Capital, LLC
General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD PRIVATE DESIGN FUND IV,
L.P. By: Deerfield Mgmt IV, L.P.
General Partner
By: J.E. Flynn Capital IV, LLC
General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

Address:

780 Third Avenue
37th Floor
New York. NY 10017

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

LOGOS OPPORTUNITIES FUND I, L.P.
By: Logos Opportunities GP, LLC
Its General Partner

By: /s/ Graham Walmsley
Name: Graham Walmsley
Title: Manager

Address:

[***]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

JOHN NEHRA REVOCABLE TRUST

By: /s/ John Nehra
Name: John Nehra
Title:

Address:

[***]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Investors' Rights Agreement as of the date first written above.

INVESTORS:

WS INVESTMENT COMPANY, LLC (2015A)

By: /s/ Daniel R. Koeppen
Name: Daniel R. Koeppen
Title: Member

Address:

[***]

WS INVESTMENT COMPANY, LLC (2019A)

By: /s/ Daniel R. Koeppen
Name: Daniel R. Koeppen
Title: Member

Address:

[***]

Schedule A

INVESTORS

[***]

Exhibit 10.2

NKARTA, INC.

2015 EQUITY INCENTIVE PLAN

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and Consultants, and
- to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock and Restricted Stock Units.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, or Restricted Stock Units.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

(i) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

(ii) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2(f), persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board, or by the compensation committee of the Board, in accordance with Section 4 hereof.

(i) "Common Stock" means the common stock of the Company.

(j) "Company" means Nkarta, Inc., a Delaware corporation, or any successor thereto.

(k) "Consultant" means any natural person, including an advisor, engaged by the Company or a Parent or Subsidiary to render bona fide services to such entity, provided the services (i) are not in connection with the offer or sale of securities in a capital-raising transaction, and (ii) do not directly promote or maintain a market for the Company's securities.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Code Section 22(e)(3), provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person, including officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have higher or lower exercise prices and different terms), Awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the exercise price of an outstanding Award is reduced or increased. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(q) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

(r) "Incentive Stock Option" means an Option that by its terms qualifies and is otherwise intended to qualify as an incentive stock option within the meaning of Code Section 422 and the regulations promulgated thereunder.

(s) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(t) "Option" means a stock option granted pursuant to the Plan.

(u) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(v) "Participant" means the holder of an outstanding Award.

(w) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(x) "Plan" means this 2015 Equity Incentive Plan.

(y) "Restricted Stock" means Shares issued pursuant to an Award of Restricted Stock under Section 8 of the Plan, or issued pursuant to the early exercise of an Option.

(z) "Restricted Stock Unit" means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 9. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(aa) "Service Provider" means an Employee, Director or Consultant.

(bb) "Share" means a share of the Common Stock, as adjusted in accordance with Section 13 of the Plan.

(cc) "Stock Appreciation Right" means an Award, granted alone or in connection with an Option, that pursuant to Section 7 is designated as a Stock Appreciation Right.

(dd) "Subsidiary" means a "subsidiary corporation," whether now or hereafter existing, as defined in Code Section 424(f).

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be subject to Awards and sold under the Plan is 2,000,000 Shares. The Shares may be authorized but unissued, or reacquired Common Stock.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, is surrendered pursuant to an Exchange Program, or, with respect to Restricted Stock or Restricted Stock Units, is forfeited to or repurchased by the Company due to the failure to vest, the unpurchased Shares (or for Awards other than Options or Stock Appreciation Rights the forfeited or repurchased Shares) which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated). With respect to Stock Appreciation Rights, only Shares actually issued pursuant to a Stock Appreciation Right will cease to be available under the Plan; all remaining Shares under Stock Appreciation Rights will remain available for future grant or sale under the Plan (unless the Plan has terminated). Shares that have actually been issued under the Plan under any Award will not be returned to the Plan and will not become available for future distribution under the Plan; provided, however, that if Shares issued pursuant to Awards of Restricted Stock or Restricted Stock Units are repurchased by the Company or are forfeited to the Company due to the failure to vest, such Shares will become available for future grant under the Plan. Shares used to pay the exercise price of an Award or to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Notwithstanding the foregoing and, subject to adjustment as provided in Section 13, the maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal the aggregate Share number stated in Section 3(a), plus, to the extent allowable under Code Section 422 and the Treasury Regulations promulgated thereunder, any Shares that become available for issuance under the Plan pursuant to Section 3(b).

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

(ii) Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which Committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

(i) to determine the Fair Market Value;

(ii) to select the Service Providers to whom Awards may be granted hereunder;

(iii) to determine the number of Shares to be covered by each Award granted hereunder;

(iv) to approve forms of Award Agreements for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

(vi) to institute and determine the terms and conditions of an Exchange Program;

(vii) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(ix) to modify or amend each Award (subject to Section 18(c) of the Plan), including but not limited to the discretionary authority to extend the post-termination exercisability period of Awards and to extend the maximum term of an Option (subject to Section 6(d));

(x) to allow Participants to satisfy withholding tax obligations in a manner prescribed in Section 14;

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(xii) to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that otherwise would be due to such Participant under an Award; and

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, and Restricted Stock Units may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Grant of Options. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Options in such amounts as the Administrator, in its sole discretion, will determine.

(b) Option Agreement. Each Award of an Option will be evidenced by an Award Agreement that will specify the exercise price, the term of the Option, the number of Shares subject to the Option, the exercise restrictions, if any, applicable to the Option, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(c) Limitations. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. Notwithstanding such designation, however, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(c), Incentive Stock Options will be taken into account in the order in which they were granted, the Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted, and calculation will be performed in accordance with Code Section 422 and Treasury Regulations promulgated thereunder.

(d) Term of Option. The term of each Option will be stated in the Award Agreement; provided, however, that the term will be no more than ten (10) years from the date of grant thereof. In the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(e) Option Exercise Price and Consideration.

(i) Exercise Price. The per Share, exercise price for the Shares to be issued pursuant to the exercise of an Option will be determined by the Administrator, but will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. In addition, in the case of an Incentive Stock Option granted to an Employee who owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than one hundred ten percent (110%) of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing provisions of this Section 6(e)(i), Options may be granted with a per Share exercise price of less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a).

(ii) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

(iii) Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note, to the extent permitted by Applicable Laws, (4) other Shares, provided that such Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the

Shares as to which such Option will be exercised and provided further that accepting such Shares will not result in any adverse accounting consequences to the Company, as the Administrator determines in its sole discretion; (5) consideration received by the Company under cashless exercise program (whether through a broker or otherwise) implemented by the Company in connection with the Plan; (6) by net exercise, (7) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws, or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator will consider if acceptance of such consideration may be reasonably expected to benefit the Company.

(f) Exercise of Option.

(i) Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share.

An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable tax withholding). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's termination as the result of the Participant's death or Disability, the Participant may exercise his or her Option within thirty (30) days of termination, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iii) Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within six (6) months of termination, or such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent the Option is vested on the date of termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

(iv) Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised within six (6) months following the Participant's death, or within such longer period of time as is specified in the Award Agreement (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement) to the extent that the Option is vested on the date of death, by the Participant's designated beneficiary, provided such beneficiary has been designated prior to the Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Stock Appreciation Rights.

(a) Grant of Stock Appreciation Rights. Subject to the terms and conditions of the Plan, a Stock Appreciation Right may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of Shares subject to any Award of Stock Appreciation Rights.

(c) Exercise Price and Other Terms. The per Share exercise price for the Shares that will determine the amount of the payment to be received upon exercise of a Stock Appreciation Right as set forth in Section 7(f) will be determined by the Administrator and will be no less than one hundred percent (100%) of the Fair Market Value per Share on the date of grant. Otherwise, the Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of Stock Appreciation Rights granted under the Plan.

(d) Stock Appreciation Right Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the Stock Appreciation Right, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(d) relating to the maximum term and Section 6(f) relating to exercise also will apply to Stock Appreciation Rights.

(f) Payment of Stock Appreciation Right Amount. Upon exercise of a Stock Appreciation Right, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

(i) The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times

(ii) The number of Shares with respect to which the Stock Appreciation Right is exercised.

At the discretion of the Administrator, the payment upon Stock Appreciation Right exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

8. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 8 or as the Administrator determines, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 8, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction or at such other time as the Administrator may determine. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

9. Restricted Stock Units.

(a) Grant. Restricted Stock Units may be granted at any time and from time to time as determined by the Administrator. After the Administrator determines that it will grant Restricted Stock Units, it will advise the Participant in an Award Agreement of the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria in its discretion, which, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units that will be paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Administrator in its discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will be entitled to receive a payout as determined by the Administrator. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, the Administrator, in its sole discretion, may reduce or waive any vesting criteria that must be met to receive a payout.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made as soon as practicable after the date(s) determined by the Administrator and set forth in the Award Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(e) Cancellation. On the date set forth in the Award Agreement, all unearned Restricted Stock Units will be forfeited to the Company.

10. Compliance With Code Section 409A. Awards will be designed and operated in such a manner that they are either exempt from the application of, or comply with, the requirements of Code Section 409A, except as otherwise determined in the sole discretion of the Administrator. The Plan and each Award Agreement under the Plan is intended to meet the requirements of Code Section 409A and will be construed and interpreted in accordance with such intent, except as otherwise determined in the sole discretion of the Administrator. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Code Section 409A the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Code Section 409A, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A.

11. Leaves of Absence/Transfer Between Locations. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed three (3) months, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then six (6) months following the first (1st) day of such leave, any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Limited Transferability of Awards.

(a) Unless determined otherwise by the Administrator, Awards may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the Securities Act of 1933, as amended (the "Securities Act").

(b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration under the Exchange Act as set forth in Rule 12h-l(f) promulgated under the Exchange Act, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-l(h) and Rule 16a-l(b) of the Exchange Act, respectively), other than to (i) persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant. Notwithstanding the foregoing sentence, the Administrator, in its sole discretion, may determine to permit transfers to the Company or in connection with a Change in Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-l(f).

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will adjust the number and class of shares of stock that may be delivered under the Plan and/or the number, class, and price of shares of stock covered by each outstanding Award; provided, however, that the Administrator will make such adjustments to an Award required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Award.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, each outstanding Award will be treated as the Administrator determines (subject to the provisions of the following paragraph) without a Participant's consent, including, without limitation, that (i) Awards will be assumed, or substantially equivalent Awards will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to a Participant, that the Participant's Awards will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) outstanding Awards will vest and become exercisable, realizable, or payable, or restrictions applicable to an Award will lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment), or (B) the replacement of such Award with other rights or property selected by the Administrator in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection 13(c), the Administrator will not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

In the event that the successor corporation does not assume or substitute for the Award (or portion thereof), the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right is not assumed or substituted in the event of a merger or Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection 13(c), an Award will be considered assumed if, following the merger or Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the

holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, for each Share subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the merger or Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

Notwithstanding anything in this Section 13(c) to the contrary, if a payment under an Award Agreement is subject to Code Section 409A and if the change in control definition contained in the Award Agreement does not comply with the definition of "change of control" for purposes of a distribution under Code Section 409A, then any payment of an amount that is otherwise accelerated under this Section will be delayed until the earliest time that such payment would be permissible under Code Section 409A without triggering any penalties applicable under Code Section 409A.

14. Tax Withholding.

(a) Withholding Requirements. Prior to the _delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the statutory amount required to be withheld, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Administrator determines in its sole discretion, or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as·the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 21 of the Plan, the Plan will become effective upon its adoption by the Board. Unless sooner terminated under Section 18, it will continue in effect for a term of ten (10) years from the later of (a) the effective date of the Plan, or (b) the earlier of the most recent Board or stockholder approval of an increase in the number of Shares reserved for issuance under the Plan.

18. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

21. Stockholder Approval. The Plan will be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

22. Information to Participants. Beginning on the earlier of (i) the date that the aggregate number of Participants under this Plan is five hundred (500) or more and the Company is relying on the exemption provided by Rule 12h-l(f)(l) under the Exchange Act and (ii) the date that the Company is required to deliver information to Participants pursuant to Rule 701 under the Securities Act, and until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, is no longer relying on the exemption provided by Rule 12h-l(f)(l) under the Exchange Act or is no longer required to deliver information to Participants pursuant to Rule 701 under the Securities Act, the Company shall provide to each Participant the information described in paragraphs (e)(3), (4), and (5) of Rule 701 under the Securities Act not less frequently than every six (6) months with the financial statements being not more than 180 days old and with such information provided either by physical or electronic delivery to the Participants or by written notice to the Participants of the availability of the information on an Internet site that may be password-protected and of any password needed to access the information. The Company may request that Participants agree to keep the information to be provided pursuant to this section confidential. If a Participant does not agree to keep the information to be provided pursuant to this section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-l(f)(l) under the Exchange Act or Rule 701 of the Securities Act.

NKARTA, INC.

2015 EQUITY INCENTIVE PLAN

STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the 2015 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Stock Option Agreement (the "Option Agreement").

I. NOTICE OF STOCK OPTION GRANT

Name:

Address:

The undersigned Participant has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Date of Grant: _____

Vesting Commencement Date: _____

Exercise Price per Share: _____

Total Number of Shares Granted: _____

Total Exercise Price: _____

Type of Option: _____

Term/Expiration Date: _____

Vesting Schedule:

This Option shall be exercisable, in whole or in part, according to the following vesting schedule; subject to Participant continuing to be a Service Provider through each applicable vesting date:

Termination Period:

This Option shall be exercisable for three (3) months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option shall be exercisable for twelve (12) months after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and this Option may be subject to earlier termination as provided in Section 13 of the Plan.

II. AGREEMENT

1. Grant of Option. The Administrator of the Company hereby grants to the Participant named in the Notice of Stock Option Grant in Part I of this Agreement ("Participant"), an option (the "Option") to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "Exercise Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in the Notice of Stock Option Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the $100,000 rule of Code Section 422(d), this Option shall be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event shall the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant and with the applicable provisions of the Plan and this Option Agreement.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "Exercise Notice") or in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable tax withholding. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable tax withholding.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with Applicable Laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to Participant on the date on which the Option is exercised with respect to such Shares.

3. Participant's Representations. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Participant shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit B.

4. Lock-Up Period. Participant hereby agrees that Participant shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred and eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Participant shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 4 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred and eighty (180) day (or other) period. Participant agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section 4.

5. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Participant:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) surrender of other Shares which (i) shall be valued at its Fair Market Value on the date of exercise, and (ii) must be owned free and clear of any liens, claims, encumbrances or security interests, if accepting such Shares, in the sole discretion of the Administrator, shall not result in any adverse accounting consequences to the Company.

6. Restrictions on Exercise. This Option may not be exercised until such time as the Plan has been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any Applicable Law.

7. Non-Transferability of Option.

(a) This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of Participant.

(b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration of Options under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act (the "Reliance End Date"), Participant shall not transfer this Option or, prior to exercise, the Shares subject to this Option, in any manner other than (i) to persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of Participant upon the death or disability of Participant. Until the Reliance End Date, the Options and, prior to exercise, the Shares subject to this Option, may not be pledged, hypothecated or otherwise transferred or disposed of, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than as permitted in clauses (i) and (ii) of this paragraph.

8. Term of Option. This Option may be exercised only within the term set out in the Notice of Stock Option Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option Agreement.

9. Tax Obligations.

(a) Tax Withholding. Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(c) Code Section 409A. Under Code Section 409A, an Option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the Fair Market Value of a Share on the date of grant (a "discount option") may be considered "deferred compensation." An Option that is a "discount option" may result in (i) income recognition by Participant prior to the exercise of the Option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The "discount option" may also result in additional state income, penalty and interest tax to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the date of grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant shall be solely responsible for Participant's costs related to such a determination.

10. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant. This Option Agreement is governed by the internal substantive laws but not the choice of law rules of California.

11. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Option.

PARTICIPANT	NKARTA, INC.
Signature	By
Print Name	Print Name
	Title
Residence Address	

EXHIBIT A

2015 EQUITY INCENTIVE PLAN

EXERCISE NOTICE

Nkarta, Inc.
6000 Shoreline Court, Suite 102
South San Francisco, California 94080

Attention: President

1. Exercise of Option. Effective as of today, _____, ____, the undersigned ("Participant") hereby elects to exercise Participant's option (the "Option") to purchase _____ shares of the Common Stock (the "Shares") of Nkarta, Inc. (the "Company") under and pursuant to the 2015 Equity Incentive Plan (the "Plan") and the Stock Option Agreement dated _____, ____ (the "Option Agreement").

2. Delivery of Payment. Participant herewith delivers to the Company the full purchase price of the Shares, as set forth in the Option Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

3. Representations of Participant. Participant acknowledges that Participant has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Stockholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Common Stock subject to an Award, notwithstanding the exercise of the Option. The Shares shall be issued to Participant as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in Section 13 of the Plan.

5. Company's Right of First Refusal. Before any Shares held by Participant or any transferee (either being sometimes referred to herein as the "Holder") may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 5 (the "Right of First Refusal").

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the "Notice") stating: (i) the Holder's bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed purchaser or other transferee ("Proposed Transferee"); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the "Offered Price"), and the Holder shall offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Section 5 shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board of Directors of the Company in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within thirty (30) days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 5, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, *provided* that such sale or other transfer is consummated within one hundred and twenty (120) days after the date of the Notice, that any such sale or other transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee agrees in writing that the provisions of this Section 5 shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section 5 notwithstanding, the transfer of any or all of the Shares during the Participant's lifetime or on the Participant's death by will or intestacy to the Participant's immediate family or a trust for the benefit of the Participant's immediate family shall be exempt from the provisions of this Section 5. "Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section 5, and there shall be no further transfer of such Shares except in accordance with the terms of this Section 5.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares upon the earlier of (i) the first sale of Common Stock of the Company to the general public, or (ii) a Change in Control in which the successor corporation has equity securities that are publicly traded.

6. Tax Consultation. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice.

7. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Participant understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE EXERCISE NOTICE BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF TIME FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER PRIOR TO THE EXPIRATION OF SUCH PERIOD WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(b) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Exercise Notice or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

8. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

9. Interpretation. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by Participant or by the Company forthwith to the Administrator, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Administrator shall be final and binding on all parties.

10. Governing Law; Severability. This Exercise Notice is governed by the internal substantive laws, but not the choice of law rules, of California. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Exercise Notice shall continue in full force and effect.

11. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan, the Option Agreement and the Investment Representation Statement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

Submitted by:	Accepted by:
PARTICIPANT	NKARTA, INC.
_____	_____
Signature	By
_____	_____
Print Name	Print Name
	_____
	Title
Address:	Address:
	6000 Shoreline Court, Suite 102, South San Francisco, California 94080
_____	
_____	
	_____
	Date Received

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

[***]

nkarta THERAPEUTICS

February 16, 2018

Paul J, Hastings
Via E-Mail

Dear Mr. Hastings:

I am pleased to offer you a position with Nkarta, Inc. (the ***"Company"),*** as President and Chief Executive Officer, reporting to the Board of Directors of the Company. You shall also be appointed as a member of the Board of Directors while you are President and Chief Executive Officer of the Company, subject to any required Board of Director and/or stockholder approval. If you decide to join us, your employment would commence on a mutually agreeable starting date (the ***"Effective Date").*** You will receive an annual base salary of $525,000 (the ***"Base Salary"),*** which will be paid periodically in accordance with the Company's normal payroll practices and be subject to the usual, required withholdings. Your Base Salary will be subject to review and adjustments will be made based upon the Company's normal performance review practices.

As of the Effective Date, you will be eligible to receive an annual bonus of up to 45% of your Base Salary then in effect upon achievement of performance objectives to be determined by the Board in its sole discretion (the ***"Target Bonus").*** Your Target Bonus shall be pro-rated for 2018. The Target Bonus, or any portion thereof, will be paid, less applicable withholdings, as soon as practicable after the Board of Directors of the Company (the ***"Board")*** determines that the Target Bonus has been earned, but in no event shall the Target Bonus be paid after the later of (i) the fifteenth (15th) day of the-third (3rd) month following the close of the Company's fiscal year (which currently is December 31st) in which the Target Bonus is earned or (ii) March 15 following the calendar year in which the Target Bonus is earned. Any bonuses will be subject to your continued employment with the Company through the date the bonus is earned.

In the event that your employment is terminated (i) by the Company for reasons· other than "Cause" (as defined below) death, or disability or (ii) by you for "Good Reason" (as defined below) either a ***"Qualifying Termination"),*** and in any case subject to you signing and not revoking a standard form of release of claims with the Company within 60 days following your employment termination date (the ***"Release"),*** you will receive (A) cash payments in the form of continuation of your base salary at the rate in effect at the time of termination, less applicable withholdings, payable in accordance with the Company's standard payroll practices for a period of 12 months following your employment termination date, with the first payment to be made no later than 10 days following the effective date of the Release (subject to any delay as may be required under the Section 409A paragraph below), (B) reimbursement for the cost of continuation of health coverage for you and your eligible dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ***("COBRA")*** until the earlier of (x) 12 months following your termination of employment or (y) the date you and your eligible dependents are no longer eligible for COBRA; provided, however, if, at the time of your termination of employment, the Company determines that providing the COBRA reimbursement in this paragraph would result in a violation of law or an excise tax to the Company, then the Company instead will pay a lump sum payment equal to twelve (12) months of your estimated monthly COBRA premiums, grossed-up for any applicable

taxes, within 10 days following the effective date of the Release (subject to any delay as may be required under the Section 409A paragraph below), and (C) if such Qualifying Termination occurs on or within 12 months following a "Change of Control" (as defined in the Company's 2015 Equity Incentive Plan), vesting acceleration of your Option in an amount equal to 100% of the then-unvested portion of your Option (or any unvested shares previously acquired under that Option).

It is the intent of this offer letter that all payment and benefits hereunder comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder and any applicable state law requirements ***("Section 409A")*** so that none of the payments and benefits to be provided under this offer letter will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Each payment and benefit payable under this offer letter is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. You and the Company agree to work together in good faith to consider amendments to this offer letter and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. No termination pay or benefits to be paid or provided to you, if any, pursuant to this offer letter that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, ***"Deferred Compensation")*** or otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-l(b)(9) will be paid or otherwise provided until you have a "separation from service" within the meaning of Section 409A. Any termination payments or benefits under this offer letter that would be considered Deferred Compensation will be paid on, or, in the case of installments, will not commence until, the sixty-first (61st) day following your separation from service, or, if later, the Delayed Payment Date (as defined below). Fmiher, if at the time of your termination of employment, you are a "specified employee" within the meaning of Section 409A, payment of such Deferred Compensation will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that you will receive payment on the first payroll date that occurs on or after the date that is six (6) months and one (1) day following your termination of employment, or your death, if earlier (the ***"Delayed Payment Date").***

For purposes of this offer letter ***"Cause"*** means: (i) a material breach of any of your obligations to the Company or any of its affiliates under the terms of this offer letter or your At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement; (ii) your gross negligence or willful failure or refusal to perform your duties; (iii) any material act of personal dishonesty taken by you and intended to result in substantial personal enrichment of you at the expense of the Company or its affiliates; (iv) any willful or intentional act that could reasonably be expected to injure the reputation, business, or business relationships of the Company or its affiliates; (v) perpetration of an intentional and knowing fraud against or affecting the company or any customer, supplier, client, agent, or employee thereof; (vi) your conviction of a felony or any crime involving fraud, dishonesty or moral turpitude; or (vii) your termination in connection with a dissolution, wind-down or liquidation of the Company, including as part of a voluntary or involuntary bankruptcy or insolvency proceedings; with respect to any of the foregoing (other than clauses (vi) or (vii)), the Board of Directors shall be required to give you written notice of any termination for "Cause" with a detailed description of any alleged breach together with a 30 day ability to cure any such breach, unless such breach is non-curable.

For purposes of this offer letter, ***"Good Reason"*** means one of the following has occurred without your written consent: (A) a material breach by the Company of any of the covenants in this offer letter; (B) any reduction of your base salary or compensation (including bonus oppoliunity); (C) any material and adverse change in your position, chain of reporting, title or status or any change in your job duties,

authority or responsibilities to those of lesser status; or (D) any material change in the geographic location at which you must principally perform services; it being understood that a change in such geographic location of less than 50 miles will not be deemed material for these purposes. You will not resign for "Good Reason" without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within 90 days following the initial occurrence of the event giving rise to "Good Reason" and a reasonable cure period of thirty (30) days following the date the Company receives such notice during which such condition must not have been cured, and you must resign from your employment with the Company within 30 days following the end of the cure period if uncured.

If you decide to join the Company, the Company shall recommend that the Board grant to you an option to purchase, pursuant to an option agreement subject to an early exercise provision, 685,000 shares of Common Stock, par value $0.0001 per share, of the Company (the ***"Common Stock")*** at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Board (the ***"Initial Option Grant").*** The Initial Option Grant is intended to represent approximately 5.0% of the Fully Diluted Shares (as defined below) anticipated to be outstanding following the Tech Transfer Milestone Closing pursuant to the Series A Preferred Stock Purchase Agreement, dated December 18, 2017, by and among the Company and the Purchasers thereunder. For the purposes of this offer letter, "Fully Diluted Shares" shall be calculated by adding (x) the number of outstanding shares of capital stock of the Company, plus (y) the number of shares of Company common stock subject to issuance under outstanding options or warrants, plus (z) the number of unallocated shares of Company common stock reserved for issuance pursuant to the Company's stock option plans, in each case, as of the close of the business day preceding the date of determination. Subject to the vesting acceleration terms described in this offer letter, twenty-five percent (25%) of the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) one year from the Effective Date, subject to your continuing employment with the Company, and none of the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) before such date. The remaining shares subject to the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) monthly over the next thiliy-six (36) months in equal monthly amounts subject to your continuing employment with the Company. Any shares acquired upon exercise of the Initial Option Grant, will be subject to the terms and conditions of the Company's 2015 Equity Incentive Plan and option agreement to be entered into between you and the Company.

In addition to the aforementioned Initial Option Grant, as soon as reasonably practicable following the closing of the Company's next equity financing pursuant to which it raises at least $20 million in gross proceeds, which is expected to be a Series B preferred stock financing (the ***"Series B Financing"),*** the Company shall recommend that the Board grant to you an option to purchase, pursuant to an option agreement subject to an early exercise provision, additional shares of Common Stock at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Board (collectively, the ***"Additional Option Grants",*** and together with the Initial Option Grant, the ***"Option Grants"),*** which together with the Initial Option Grant shall represent approximately 5.0% of the Fully Diluted Shares (as defined below) outstanding immediately following the closing of the Series B Financing, provided that you are employed by the Company as its President and Chief Executive Officer on the date of any such grant. Subject to the vesting acceleration terms described in this offer letter, twenty-five percent (25%) of the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) one year from the date of the closing of the Series B Financing, subject to your continuing employment with the Company, and none of the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) before such date. The remaining shares subject to the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) monthly over the next thiiiy-six (36) months in equal

monthly amounts subject to your continuing employment with the Company. Any shares acquired upon exercise of the Additional Option Grants, will be subject to the terms and conditions of the Company's 2015 Option Incentive Plan and option agreement to be entered into between you and the Company.

If you accept this offer of employment, from and after the Effective Date, you will be entitled to participate in any employee benefit plans hereafter maintained by the Company of general applicability to other senior executives of the Company, including, without limitation, any group medical, dental, vision, disability, life insurance plans maintained by the Company, subject to the terms and conditions of the applicable plans. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at ruly time. You will begin with 15 vacation days and 10 sick days of paid time off per year; The Company also will have a separate holiday schedule that will be published at the beginning of each calendar year.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Neve1iheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' notice.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Corhpany, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a condition of your employment, you are also required to sign and comply with an At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which requires, among other provisions, the assignment of patent and other intellectual prope1iy rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, and you are waiving any and all rights to a jury trial. Please note that we must receive your signed agreement before your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. This offer letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This offer letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by a member of the Board (other than you) and you.

We look forward to your favorable reply and to working with you at the Company.

Sincerely,
/s/ Jill Carroll

Jill Carroll. Director

Agreed to and accepted:

Signature: _____

Printed Name: Paul J. Hastings

Date: _____

Sim:crdy.

Jill Carroll. Dirccwr

Agreed to and accepted:

/s/ Paul J. Hastings

Signature: _____

Printed Name: Paul J. Hastings

Date: Feb 17/2018

October 9, 2018

Kanya Rajangam, MD, PhD
Via E-Mail

Dear Dr. Rajangam:

I am pleased to offer you a position with Nkarta, Inc. (the "***Company***"), as Senior Vice President and Chief Medical Officer, reporting to the Chief Executive Officer of the Company. If you decide to join us, your employment would commence on December 3, 2018 (the "***Effective Date***"). You will receive an annual base salary of $420,000 (the ***"Base Salary***"), which will be paid periodically in accordance with the Company's normal payroll practices and be subject to the usual, required withholdings. Your Base Salary will be subject to review and adjustments will be made based upon the Company's normal performance review practices.

As of the Effective Date, you will be eligible to receive an annual bonus of up to 35% of your Base Salary then in effect upon achievement of performance and company objectives to be recommended by the management team and agreed to by the by the Board in its sole discretion and available to you on an ongoing basis on the management's shared electronic file system (the "***Target Bonus***"). Your Target Bonus shall be pro-rated for 2018. The Target Bonus, or any portion thereof, will be paid, less applicable withholdings, as soon as practicable after the Board of Directors of the Company (the "***Board***") determines that the Target Bonus has been earned, but in no event shall the Target Bonus be paid after the later of (i) the fifteenth (15th) day of the third (3rd) month following the close of the Company's fiscal year (which currently is December 31st) in which the Target Bonus is earned or (ii) March 15 following the calendar year in which the Target Bonus is earned. Any bonuses will be subject to your continued employment with the Company through the date the bonus is earned.

In the event that your employment is terminated (i) by the Company for reasons other than "Cause" (as defined below) death, or disability or (ii) by you for "Good Reason" (as defined below) either a "***Qualifying Termination***"), and in any case subject to you signing and not revoking a standard form of release of claims with the Company within 60 days following your employment termination date (the "***Release***"), you will receive (A) cash payments in the form of continuation of your base salary at the rate in effect at the time of termination, less applicable withholdings, payable in accordance with the Company's standard payroll practices for a period of six (6) months following your employment termination date, with the first payment to be made no later than 10 days following the effective date of the Release (subject to any delay as may be required under the Section 409A paragraph below), (B) reimbursement for the cost of continuation of health coverage for you and your eligible dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") until the earlier of (x) six (6) months following your termination of employment or (y) the date you and your eligible dependents are no longer eligible for COBRA; provided, however, if, at the time of your termination of employment, the Company determines that providing the COBRA reimbursement in this paragraph would result in a violation of law or an excise tax to the Company, then the Company instead will pay a lump sum payment equal to six (6) months of your estimated monthly COBRA premiums, grossed-up for any applicable taxes, within 10 days following the effective date of the Release (subject to

any delay as may be required under the Section 409A paragraph below), and (C) if such Qualifying Termination occurs on or within 12 months following a "Change of Control" (as defined in the Company's 2015 Equity Incentive Plan), vesting acceleration of your Option in an amount equal to 100% of the then-unvested portion of your Option (or any unvested shares previously acquired under that Option).

It is the intent of this offer letter that all payment and benefits hereunder comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder and any applicable state law requirements ("***Section 409A***") so that none of the payments and benefits to be provided under this offer letter will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Each payment and benefit payable under this offer letter is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. You and the Company agree to work together in good faith to consider amendments to this offer letter and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. No termination pay or benefits to be paid or provided to you, if any, pursuant to this offer letter that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, "***Deferred Compensation***") or otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be paid or otherwise provided until you have a "separation from service" within the meaning of Section 409A. Any termination payments or benefits under this offer letter that would be considered Deferred Compensation will be paid on, or, in the case of installments, will not commence until, the sixty-first (61st) day following your separation from service, or, if later, the Delayed Payment Date (as defined below). Further, if at the time of your termination of employment, you are a "specified employee" within the meaning of Section 409A, payment of such Deferred Compensation will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that you will receive payment on the first payroll date that occurs on or after the date that is six (6) months and one (1) day following your termination of employment, or your death, if earlier (the "***Delayed Payment Date***").

For purposes of this offer letter "***Cause***" means: (i) a material breach of any of your obligations to the Company or any of its affiliates under the terms of this offer letter or your At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement; (ii) your gross negligence or willful failure or refusal to perform your duties; (iii) any material act of personal dishonesty taken by you and intended to result in substantial personal enrichment of you at the expense of the Company or its affiliates; (iv) any willful or intentional act that could reasonably be expected to injure the reputation, business, or business relationships of the Company or its affiliates; (v) perpetration of an intentional and knowing fraud against or affecting the company or any customer, supplier, client, agent, or employee thereof; (vi) your conviction of a felony or any crime involving fraud, dishonesty or moral turpitude; or (vii) your termination in connection with a dissolution, wind-down or liquidation of the Company, including as part of a voluntary or involuntary bankruptcy or insolvency proceedings; with respect to any of the foregoing (other than clauses (vi) or (vii)), the Board of Directors shall be required to give you written notice of any termination for "Cause" with a detailed description of any alleged breach together with a 30 day ability to cure any such breach, unless such breach is non-curable.

For purposes of this offer letter, "***Good Reason***" means one of the following has occurred without your written consent: (A) a material breach by the Company of any of the covenants in this offer letter; (B) any reduction of your base salary or compensation (including bonus opportunity); (C) any material and adverse change in your position, chain of reporting, title or status or any change in your job duties,

authority or responsibilities to those of lesser status; (D) any material change in the geographic location at which you must principally perform services; it being understood that a change in such geographic location of less than 50 miles will not be deemed material for these purposes; or (E) failure by any surviving entity resulting from a Change in Control to assume the obligations hereunder You will not resign for "Good Reason" without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within 90 days following the initial occurrence of the event giving rise to "Good Reason" and a reasonable cure period of thirty (30) days following the date the Company receives such notice during which such condition must not have been cured, and you must resign from your employment with the Company within 30 days following the end of the cure period if uncured.

If you decide to join the Company, the Company shall recommend that the Board grant to you an option to purchase, pursuant to an option agreement subject to an early exercise provision, 200,000 shares of Common Stock, par value $0.0001 per share, of the Company (the "***Common Stock***") at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Board (the "***Initial Option Grant***"). The Initial Option Grant is intended to represent approximately 1.5% of the Fully Diluted Shares (as defined below) currently outstanding. For the purposes of this offer letter, "Fully Diluted Shares" shall be calculated by adding (x) the number of outstanding shares of capital stock of the Company, plus (y) the number of shares of Company common stock subject to issuance under outstanding options or warrants, plus (z) the number of unallocated shares of Company common stock reserved for issuance pursuant to the Company's stock option plans, in each case, as of the close of the business day preceding the date of determination. Subject to the vesting acceleration terms described in this offer letter, twenty-five percent (25%) of the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) one year from the Effective Date, subject to your continuing employment with the Company, and none of the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) before such date. The remaining shares subject to the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) monthly over the next thirty-six (36) months in equal monthly amounts subject to your continuing employment with the Company. Any shares acquired upon exercise of the Initial Option Grant, will be subject to the terms and conditions of the Company's 2015 Equity Incentive Plan and option agreement to be entered into between you and the Company.

In addition to the aforementioned Initial Option Grant, as soon as reasonably practicable following the closing of the Company's next equity financing pursuant to which it raises at least $20 million in gross proceeds, which is expected to be a Series B preferred stock financing (the "***Series B Financing***"), the Company shall recommend that the Board grant to you an option to purchase, pursuant to an option agreement subject to an early exercise provision, additional shares of Common Stock at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Board (collectively, the "***Additional Option Grants***", and together with the Initial Option Grant, the "***Option Grants***"), which together with the Initial Option Grant shall represent approximately 1.5% of the Fully Diluted Shares (as defined above) outstanding immediately following the closing of the Series B Financing, provided that you are employed by the Company as its Chief Medical Officer on the date of any such grant. Subject to the vesting acceleration terms described in this offer letter, twenty-five percent (25%) of the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) one year from the date of the closing of the Series B Financing , subject to your continuing employment with the Company, and none of the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) before such date. The remaining shares subject to the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) monthly over the next thirty-six (36) months in equal monthly amounts subject to your continuing employment with the Company. Any shares acquired upon exercise of the Additional Option Grants, will be subject to the terms and conditions of the Company's 2015 Option Incentive Plan and option agreement to be entered into between you and the Company.

If you accept this offer of employment, from and after the Effective Date, you will be entitled to participate in any employee benefit plans hereafter maintained by the Company of general applicability to other senior executives of the Company, including, without limitation, any group medical, dental, vision, disability, life insurance plans maintained by the Company, subject to the terms and conditions of the applicable plans. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time. You will begin with 15 vacation days and 10 sick days of paid time off per year. The Company also will have a separate holiday schedule that will be published at the beginning of each calendar year.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' notice.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company, *provided*, *however*, that you may engage in civic and not-for-profit activities (*e.g.* charitable and industry association activities) as long as such activities do not materially interfere with your obligations hereunder. You also may serve as a member of the boards of directors or boards of advisors of outside companies not directly related to the business in which the Company is now involved or becomes involved during the term of your employment, provided that these outside commitments do not adversely affect your ability to fulfill your responsibilities to the Company, and are agreed to between you and the CEO Similarly, you agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a condition of your employment, you are also required to sign and comply with an At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which requires, among other provisions, the assignment of patent and other intellectual property rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary

information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, and you are waiving any and all rights to a jury trial. Please note that we must receive your signed agreement before your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. This offer letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This offer letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the Chief Executive Officer and you.

We look forward to your favorable reply and to working with you at the Company.

Sincerely,

/s/ Paul J. Hastings
Paul J. Hastings, President and Chief Executive Officer

Agreed to and accepted:

Signature: /s/ Kanya Rajangam

Printed Name: Kanya Rajangam, MD, PhD

Date: October 15, 2018

November 28, 2018

Matthew Plunkett
Via email

Dear Dr Plunkett:

I am pleased to offer you a position with Nkarta, Inc. (the "***Company***"), as Senior Vice President and Chief Financial Officer, reporting to the Chief Executive Officer of the Company. If you decide to join us, your employment would commence on November 29, 2018 (the "***Effective Date***") part-time (3 days per week). You will receive an annual base salary of $210,000 (the ***"Base Salary***"), which will be paid periodically in accordance with the Company's normal payroll practices and be subject to the usual, required withholdings. You will receive an annual base salary of $350,000 (the ***"Base Salary***"), when you convert to full-time status on January 21, 2019. Your Base Salary will be subject to review and adjustments will be made based upon the Company's normal performance review practices.

As of the Effective Date, you will be eligible to receive an annual bonus of up to 35% of your Base Salary then in effect upon achievement of performance and company objectives to be recommended by the management team and agreed to by the by the Board in its sole discretion and available to you on an ongoing basis on the management's shared electronic file system (the "***Target Bonus***"). Your Target Bonus shall be pro-rated for 2018. The Target Bonus, or any portion thereof, will be paid, less applicable withholdings, as soon as practicable after the Board of Directors of the Company (the "***Board***") determines that the Target Bonus has been earned, but in no event shall the Target Bonus be paid after the later of (i) the fifteenth (15th) day of the third (3rd) month following the close of the Company's fiscal year (which currently is December 31st) in which the Target Bonus is earned or (ii) March 15 following the calendar year in which the Target Bonus is earned. Any bonuses will be subject to your continued employment with the Company through the date the bonus is earned.

In the event that your employment is terminated (i) by the Company for reasons other than "Cause" (as defined below) death, or disability or (ii) by you for "Good Reason" (as defined below) either a "***Qualifying Termination***"), and in any case subject to you signing and not revoking a standard form of release of claims with the Company within 60 days following your employment termination date (the "***Release***"), you will receive (A) cash payments in the form of continuation of your base salary at the rate in effect at the time of termination, less applicable withholdings, payable in accordance with the Company's standard payroll practices for a period of six (6) months following your employment termination date, with the first payment to be made no later than 10 days following the effective date of the Release (subject to any delay as may be required under the Section 409A paragraph below), (B) reimbursement for the cost of continuation of health coverage for you and your eligible dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") until the earlier of (x) six (6) months following your termination of employment or (y) the date you and your eligible dependents are no longer eligible for COBRA; provided, however, if, at the time of your termination of employment, the Company determines that providing the COBRA reimbursement in this paragraph would result in a violation of law or an excise tax to the Company, then the Company instead will pay a lump sum payment equal to six (6) months of your estimated monthly COBRA premiums, grossed-up for any applicable taxes, within 10 days following the effective date of the Release (subject to any delay as may be required under the Section 409A paragraph

below), and (C) if such Qualifying Termination occurs on or within 12 months following a "Change of Control" (as defined in the Company's 2015 Equity Incentive Plan), vesting acceleration of your Option in an amount equal to 100% of the then-unvested portion of your Option (or any unvested shares previously acquired under that Option).

It is the intent of this offer letter that all payment and benefits hereunder comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder and any applicable state law requirements ("***Section 409A***") so that none of the payments and benefits to be provided under this offer letter will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Each payment and benefit payable under this offer letter is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. You and the Company agree to work together in good faith to consider amendments to this offer letter and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to you under Section 409A. No termination pay or benefits to be paid or provided to you, if any, pursuant to this offer letter that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, "***Deferred Compensation***") or otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be paid or otherwise provided until you have a "separation from service" within the meaning of Section 409A. Any termination payments or benefits under this offer letter that would be considered Deferred Compensation will be paid on, or, in the case of installments, will not commence until, the sixty-first (61st) day following your separation from service, or, if later, the Delayed Payment Date (as defined below). Further, if at the time of your termination of employment, you are a "specified employee" within the meaning of Section 409A, payment of such Deferred Compensation will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that you will receive payment on the first payroll date that occurs on or after the date that is six (6) months and one (1) day following your termination of employment, or your death, if earlier (the "***Delayed Payment Date***").

For purposes of this offer letter "***Cause***" means: (i) a material breach of any of your obligations to the Company or any of its affiliates under the terms of this offer letter or your At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement; (ii) your gross negligence or willful failure or refusal to perform your duties; (iii) any material act of personal dishonesty taken by you and intended to result in substantial personal enrichment of you at the expense of the Company or its affiliates; (iv) any willful or intentional act that could reasonably be expected to injure the reputation, business, or business relationships of the Company or its affiliates; (v) perpetration of an intentional and knowing fraud against or affecting the company or any customer, supplier, client, agent, or employee thereof; (vi) your conviction of a felony or any crime involving fraud, dishonesty or moral turpitude; or (vii) your termination in connection with a dissolution, wind-down or liquidation of the Company, including as part of a voluntary or involuntary bankruptcy or insolvency proceedings; with respect to any of the foregoing (other than clauses (vi) or (vii)), the Board of Directors shall be required to give you written notice of any termination for "Cause" with a detailed description of any alleged breach together with a 30 day ability to cure any such breach, unless such breach is non-curable.

For purposes of this offer letter, "***Good Reason***" means one of the following has occurred without your written consent: (A) a material breach by the Company of any of the covenants in this offer letter; (B) any reduction of your base salary or compensation (including bonus opportunity); (C) any material and adverse change in your position, chain of reporting, title or status or any change in your job duties, authority or responsibilities to those of lesser status; (D) any material change in the geographic location at which you must principally perform services; it being understood that a change in such geographic location of less than 50 miles will not be deemed material for these purposes; or (E) failure by any surviving entity resulting from a Change in Control to assume the obligations hereunder You will not resign for "Good Reason"

without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within 90 days following the initial occurrence of the event giving rise to "Good Reason" and a reasonable cure period of thirty (30) days following the date the Company receives such notice during which such condition must not have been cured, and you must resign from your employment with the Company within 30 days following the end of the cure period if uncured.

If you decide to join the Company, the Company shall recommend that the Board grant to you an option to purchase, pursuant to an option agreement subject to an early exercise provision, 185,000 shares of Common Stock, par value $0.0001 per share, of the Company (the "***Common Stock***") at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Board (the "***Initial Option Grant***"). The Initial Option Grant is intended to represent approximately 1.4% of the Fully Diluted Shares (as defined below) currently outstanding. For the purposes of this offer letter, "Fully Diluted Shares" shall be calculated by adding (x) the number of outstanding shares of capital stock of the Company, plus (y) the number of shares of Company common stock subject to issuance under outstanding options or warrants, plus (z) the number of unallocated shares of Company common stock reserved for issuance pursuant to the Company's stock option plans, in each case, as of the close of the business day preceding the date of determination. Subject to the vesting acceleration terms described in this offer letter, twenty-five percent (25%) of the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) one year from the Effective Date, subject to your continuing employment with the Company, and none of the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) before such date. The remaining shares subject to the Initial Option Grant shall vest (or be released from the Company's repurchase right, as applicable) monthly over the next thirty-six (36) months in equal monthly amounts subject to your continuing employment with the Company. Any shares acquired upon exercise of the Initial Option Grant, will be subject to the terms and conditions of the Company's 2015 Equity Incentive Plan and option agreement to be entered into between you and the Company.

In addition to the aforementioned Initial Option Grant, as soon as reasonably practicable following the closing of the Company's next equity financing pursuant to which it raises at least $20 million in gross proceeds, which is expected to be a Series B preferred stock financing (the "***Series B Financing***"), the Company shall recommend that the Board grant to you an option to purchase, pursuant to an option agreement subject to an early exercise provision, additional shares of Common Stock at a price per share equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Board (collectively, the "***Additional Option Grants***", and together with the Initial Option Grant, the "***Option Grants***"), which together with the Initial Option Grant shall represent approximately 1.4% of the Fully Diluted Shares (as defined above) outstanding immediately following the closing of the Series B Financing, provided that you are employed by the Company as its Senior Vice President and Chief Financial Officer on the date of any such grant. Subject to the vesting acceleration terms described in this offer letter, twenty-five percent (25%) of the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) one year from the date of the closing of the Series B Financing , subject to your continuing employment with the Company, and none of the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) before such date. The remaining shares subject to the Additional Option Grants shall vest (or be released from the Company's repurchase right, as applicable) monthly over the next thirty-six (36) months in equal monthly amounts subject to your continuing employment with the Company. Any shares acquired upon exercise of the Additional Option Grants, will be subject to the terms and conditions of the Company's 2015 Option Incentive Plan and option agreement to be entered into between you and the Company.

If you accept this offer of employment, from and after the Effective Date, you will be entitled to participate in any employee benefit plans hereafter maintained by the Company of general applicability to other senior executives of the Company, including, without limitation, any group medical, dental, vision, disability, life insurance plans maintained by the Company, subject to the terms and conditions of the

applicable plans. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time. You will begin with 15 vacation days and 10 sick days of paid time off per year. The Company also will have a separate holiday schedule that will be published at the beginning of each calendar year.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' notice.

The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company, *provided*, *however*, that you may engage in civic and not-for-profit activities (*e.g.* charitable and industry association activities) as long as such activities do not materially interfere with your obligations hereunder. You also may serve as a member of the boards of directors or boards of advisors of outside companies not directly related to the business in which the Company is now involved or becomes involved during the term of your employment, provided that these outside commitments do not adversely affect your ability to fulfill your responsibilities to the Company, and are agreed to between you and the CEO Similarly, you agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a condition of your employment, you are also required to sign and comply with an At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which requires, among other provisions, the assignment of patent and other intellectual property rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, and you are waiving any and all rights to a jury trial. Please note that we must receive your signed agreement before your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. This offer letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This offer letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the Chief Executive Officer and you.

We look forward to your favorable reply and to working with you at the Company.

Sincerely,

/s/ Paul J. Hastings

Paul J. Hastings, President and Chief Executive Officer

Agreed to and accepted:

Signature: /s/ Matthew Plunkett

Printed Name: Matthew Plunkett

Date: November 28, 2018

CERTAIN INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(b)(10). SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED.

EXECUTION COPY

Exhibit 10.9

EXCLUSIVE LICENSE AGREEMENT

This **EXCLUSIVE LICENSE AGREEMENT** ("**Agreement**") is made on the 15th day of AUGUST 2016 (**"Effective Date"**) by and between

NATIONAL UNIVERSITY OF SINGAPORE, (Company Registration Number: 200604346E), a company limited by guarantee incorporated in Singapore, having its registered address at 21 Lower Kent Ridge Road, Singapore 119077 ("**NUS**"),

And

ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC., a Tennessee not-for-profit corporation located at 262 Danny Thomas Place, Memphis, Tennessee 38105, U.S.A. ("**St. Jude**"),

(Collectively, **NUS** and **St. Jude** shall be referred to as "**Licensors**")

And

NKARTA, INC., a Delaware corporation, having its registered address at 5425 Wisconsin Avenue, Suite 800, Chevy Chase, Maryland 20815, U.S.A. ("**Licensee**").

(NUS, St. Jude and **Licensee** shall hereinafter be referred to individually as a "**Party**" and collectively as "**Parties**")

WHEREAS:

A. **Licensors** are, individually or jointly, the owners of certain **Patent Rights** (as later defined herein) relating to a method for expanding natural killer cells; a chimeric receptor with NKG2D specificity; and a method for supporting autonomous natural killer cell function as described in **Schedule 1**; and have the right to grant licenses under said **Patent Rights**.

B. **Licensee** is interested in licensing and further developing the **Patent Rights** for commercial applications.

C. **Licensee** is desirous of obtaining an exclusive license under **Licensors' Patent Rights**.

D. **Licensors** are desirous of granting such a license to **Licensee** in accordance with the terms of this **Agreement**.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **Parties** hereto agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following respective meanings:

Academic Purposes - Academic research, scholarly publications and educational purposes. Sponsored research shall be included provided that such sponsorship arrangements do not require NUS and/or St Jude to grant to any third party any rights that are inconsistent with the rights and licenses granted under this Agreement.

Common Stock	-	Duly authorized common stock of the Licensee having a par value of $0.0001.
Confidential Information	-	Any information disclosed by one **Party** to the other **Party** in any form, which, if disclosed in tangible form, is marked at the time of disclosure as being confidential or proprietary or with words of similar import, and if disclosed orally or visually or in other intangible form, is described as confidential at the time of such disclosure and confirmed in writing as confidential to the receiving Party [***].
Consolidated Screening List	-	the United States Government's Consolidated Screening List of parties for which the United States Government maintains restrictions on certain exports, re-exports or transfers of items, which list can be found as of the Effective Date at the following hyperlink: http://20l6.export.gov/ecr/eg_main_023148.asp
Field of Use	-	All therapeutic uses and applications.
Invention	-	The invention as described in **Schedule 1**.
Investigational New Drug Application	-	A request for authorization from the Food and Drug Administration (FDA), or its equivalent in countries other than the United States, to administer an investigational drug or biological product to humans.
Joint Improvements	-	Any modifications, additions, alterations, enhancements, upgrades or new versions of compositions, methods, processes and/or any other subject matter claimed in the **Patent Rights**, but which are not claimed under any of the **Patent Rights** and are made jointly by **Licensee** with **NUS**.
Licensee Improvements	-	Any modifications, additions, alterations, enhancements, upgrades or new versions of the compositions, methods, processes and/or any other subject matter claimed in the **Patent Rights**, but which are not claimed under any of the **Patent Rights** and are made by or on behalf or for the benefit of **Licensee** other than **Joint Improvements** or **NUS Improvements**.
Licensed Product(s)	-	Any product, the manufacture, use, sale, offer for sale or import of which, but for the rights granted hereunder, would constitute an infringement of any **Valid Claim** in the **Patent Rights**.

NUS Improvements - Any modifications, addition, alterations, enhancements, upgrades or new versions of compositions, methods, processes and/or any other subject matter claimed in the **Patent Rights** but that are not claimed under any of the **Patent Rights**, and are made by **NUS** without assistance from or in collaboration with **Licensee** which meet all of the following criteria:

(i) arise from research performed solely in the laboratory of Dario Campana;

(ii) are available for licensing after satisfaction of any obligations to any governmental granting agencies.

Net Sales - The gross amount of monies that is paid to **Licensee**, and/or its **Related Company(ies)** and/or **Sub-Licensee(s)** for the **Licensed Products** by sale or any other mode of transfer, less:

(i) customary and reasonable trade, quantity or cash discounts and non-affiliated brokers' or agents' commissions actually allowed;

(ii) credits, discounts, chargebacks and allowances granted by reason of rejection or return;

(iii) taxes, tariffs, import/export duties, and/or other governmental levies imposed on the sale or transfer, to the extent the same is separately stated on invoices, or other documents of sale or transfer; and

(iv) transportation, freight and insurance charges, to the extent the same is separately stated on invoices, or other documents of sale or transfer.

Net Sales also includes the fair market value of any non-cash consideration received by **Licensee** its **Related Company(ies)** and/or **Sub-Licensee(s)** for the sale, or other modes of transfer of **Licensed Products.** On sale or any other mode of transfer of **Licensed Products** made in other than arm's-length transactions, the value of the **Net Sales** attributed to such a transaction shall be that which would have been received in an arm's-length transaction, based on a like transaction at that time.

In no event shall any particular amount of deduction identified above be deducted more than once in calculating **Net Sales** (i.e., no "double counting" of reductions).

For purposes of calculating **Net Sales,** (a) sales between **Licensee,** its **Related Company(ies)** and/or **Sub-Licensee(s)** for end use by the purchasing entity (but not sales for further resale, or for production of finished **Licensed Products** for sale, by such purchasing entity) will be treated as **Net Sales**, and (b) **Licensed Products** provided at or below cost as promotional samples, for indigent care or patient assistance programs, or to be administered in clinical trials of **Licensed Products** (except to the extent the recipient is charged for such **Licensed Products** in any post-approval clinical trial) shall be excluded in the calculation of **Net Sales**; provided that, for purposes of this Agreement, royalties payable by Licensee to Licensors pursuant to Section 7.2 below shall not be included in the calculation of the cost of a Licensed Product.

If a **Licensed Product** is sold in a combination with other active components ("**Combination Sale**"), **Net Sales** on the **Combination Sale** shall be calculated by multiplying the **Net Sales** of that **Combination Sale** by the fraction A/B, where A is the average sale price in the relevant country of the **Licensed Product** included in the **Combination Sale** (or similar **Licensed Product** with the same dosage and route of administration) when sold separately and B is the average sale price in that country of the combination. If no such separate sales are made by **Licensee**, its **Related Companies** or **Sub-Licensees**, the Parties shall, in good faith, determine an equitable method of determining Net Sales of such combination prior to the end of the accounting period in question, provided the fraction A/B shall under no circumstances fall below [***].

Other Patent Rights

Any patent application or issued patent that discloses or claims (a) an **NUS Improvement** that is exclusively licensed to **Licensee** pursuant to **Section 3.6(a) or Section 3.6(b)** below; (b) any Additional NUS Composition (as defined in Section 3.6) that is exclusively licensed to Licensee pursuant to **Section 3.6(c)** or **Section 3.6(d)** below; (c) a **Joint Improvement** with respect to which **NUS** has granted to **Licensee** an exclusive license under **NUS'** interest in such **Joint Improvement** pursuant to Section 3.8; and/or (d) solely for the purposes of **Section 9**, a **NUS Improvement** or **Joint Improvement** with respect to which **Licensee's Improvement Option** has not expired or been terminated in accordance with **Section 3.7**.

Patent Rights - (a) Rights to NK cell expansion technology under patent [***], and [***], and any patent application from which the foregoing patents issued to the extent such patent application or patent, as applicable, is directed to expansion of NK cells; and (b) applications [***], and [***]; and any patent issued based on any such patent applications. Patent Rights shall further include the following with respect to the patents and/or patent application described in sub-clauses (a) and/or (b) above: corresponding foreign patents and patent applications and any reissues, extensions, substitutions, continuations, divisions, and continuation-in-part applications (to the extent that the CIP contains claims supported in the specification and entitled to the priority date of the parent application) and any patents issuing from any of the foregoing.

Patent Challenge Any legal or administrative proceeding to revoke or challenge the validity of any of patent or patent application.

Phase I Clinical Trial - A human clinical trial, the principal purpose of which is a preliminary determination of safety in healthy individuals or patients as required in 21 C.F.R. §312(a), or a similar clinical study prescribed by the regulatory authorities in a country other than the United States.

Phase II Clinical Trial - A study in humans of the safety, dose ranging and efficacy of a **Licensed Product**, which is prospectively designed to generate sufficient data (if successful) to commence pivotal clinical trials, as further defined in 21 C.F.R. § 312.21(b), or a similar study in a country other than the United States.

Phase III Clinical Trial - A controlled study in humans of the efficacy and safety of a **Licensed Product**, which is prospectively designed to demonstrate statistically whether such **Licensed Product** is effective and safe for use in a particular indication in a manner sufficient to file an application to obtain Regulatory Approval to market the **Licensed Product**, as further defined in 21 C.F.R. § 312.2l (c), or a similar study prescribed by the regulatory authorities in a country other than the United States.

Pre-approved Assignee A company that (a) has capabilities to develop, manufacture and/or commercialize a bio - pharmaceutical product(s); (b) is not listed on the Consolidated Screening List; and (c) satisfies any of the following criteria during the relevant period described below ending immediately prior to the

effective date of the proposed assignment of this Agreement under Section 22.2: (i) has a market capitalization equal to or exceeding [***] for a period of at least [***]; (ii) has (together with its Related Companies) cash on hand equal to or exceeding [***], as reflected in such company's (or if applicable, its parent company's) financial statements for [***]; or (iii) whose revenues from the sales of products in the life sciences sector (on a consolidated basis for [***]) was in excess of [***]

Preferred Stock Duly authorized preferred stock of the Licensee having a par value of US$0.0001

Qualified Sub-Licensee A Sub-Licensee that (a) has capabilities to develop, manufacture and/or commercialize a bio - pharmaceutical product(s); (b) is not listed on the Consolidated Screening List; and (c) satisfies any of the following criteria during the relevant period described below ending immediately prior to the effective date of the relevant sub license agreement: (i) has a market capitalization equal to or exceeding [***] for a period of at least [***]; (ii) has (together with its Related Companies) cash on hand and/or assets that, taken together, have a value equal to or exceeding [***], as reflected in such company's (or if applicable, its parent company's) financial statements for [***];
or
(iii) whose revenues from the sales of products in the life sciences sector (on a consolidated basis for [***] was in excess of [***]. For clarity, a company that satisfies the criteria to be a Pre-approved Assignee also satisfies the foregoing criteria to be a Qualified Sub-Licensee.

Related Company - Any person, corporation or other business entity which, directly or indirectly, controls, is controlled by, or is under common control with **Licensee** or for the purposes of **Section 4.3**, a **Sub-Licensee**, as applicable, including **Licensee's** related corporations within the meaning of Section 6 of the Singapore Companies Act (Cap. 50). For such purposes, "control" shall mean: (a) to possess, directly or indirectly, the power to affirmatively direct the management and policies of such person, corporation, or other business entity, whether through ownership of

voting securities or by contract relating to voting rights or corporate governance; or (b) direct or indirect beneficial ownership of fifty percent (50%) or more of the voting share capital in such person, corporation, or other business entity, or, if applicable, such percentage that is the maximum allowed to be owned by a foreign person or corporation in the relevant jurisdiction.

Series A Financing - A transaction or series of transactions pursuant to which Licensee issues and sells shares of a new series of Preferred Stock to be issued by Licensee with rights, privileges and preferences senior to the Licensee's Common Stock for aggregate gross proceeds of [***] with the principal purpose of raising capital.

Sublicensing Revenue - Any [***].

Sublicensing Revenue excludes: [***] shall also be excluded from **Sublicensing Revenue**. For clarity, such exclusions may be part of [***] **Patent Rights** is granted, provided that such [***], based on their relative value.

Sub-Licensee	-	A third party that obtains a sublicense to commercialize the **Patent Rights** or **Licensed Products** from **Licensee,** wherein the third party is not a **Related Company**.
Term	-	The period during which this Agreement is in force pursuant to **Section 5**.
Valid Claim	-	A claim in (a) an issued patent that (i) has not expired; (ii) has not been disclaimed; (iii) has not been cancelled or superseded, or if cancelled or superseded, has been reinstated; and (iv) has not been revoked, held invalid, or otherwise declared unenforceable or not allowable by a tribunal or patent authority of competent jurisdiction over such claim in such country from which no further appeal has or may be taken or (b) a pending patent application.

2. INTERPRETATION

2.1 In this Agreement:

(a) Words importing the singular shall include the plural and vice versa, and words that are gender specific or neuter shall include the other gender and the neuter.

(b) References to a person shall be construed as references to an individual, corporation, company, firm, incorporated body of persons of any country, or any agency, thereof.

(c) The headings in this **Agreement** are for convenience only and shall not affect its interpretation.

(d) All references to **Sections** and **Schedules** refer, unless the context otherwise requires, to **Sections** and **Schedules** of this **Agreement**.

(e) All references to statutes or statutory provisions shall be taken to be a reference to the statutes or provisions as revised, amended, supplemented or re-enacted from time to time, and shall include any subsidiary legislation made thereunder.

3. GRANT OF LICENSE

3.1 **Licensors** hereby grant to **Licensee,** and **Licensee** accepts, subject to the terms and conditions hereof, and subject to **Licensors'** rights under **Section 3.2** and retained governmental rights, including rights retained by the United States Government, if any, in accordance with the Bayh-Dole Act of 1980 (established by P.L. 96-517 and amended by P.L. 98-620, codified at 25USC § 200 et. seq. and implemented according to 37 CFR Part 401), an exclusive, royalty-bearing worldwide license with rights to grant and authorize **Sub-licensees** to make, have made, use, sell, offer for sale and import **Licensed Products** and otherwise exploit the **Patent Rights** in the **Field of Use** during the **Term**.

3.2 Nothing in this **Agreement** shall prejudice **Licensors'** right to practice itself, and to allow non-profit academic third parties to practice, the **Patent Rights** for **Academic Purposes**.

3.3 **Licensors** shall not be obliged under this Agreement to render any technical assistance, or support, or provide training to **Licensee**, for purposes of practicing any **Patent Rights** granted hereunder.

3.4 **Licensee** shall own all rights, title and interests in and to all of **Licensee Improvements** and may use the **Licensee Improvements** at its sole discretion. For clarity, improvements, inventions and other intellectual property generated by Dario Campana, alone or in collaboration with other employees or contractors of Licensee, shall be **Licensee Improvements** or otherwise solely owned by **Licensee** (as between the Parties), if generated by Dario Campana acting in his capacity as a consultant for **Licensee** and without the use of any material resources of **Licensors**.

3.5 **Licensee** and **NUS** shall each [***] disclose to each other any J**oint Improvements** developed or created. **NUS** and **Licensee** (to the extent **Licensee** becomes aware of any **NUS Improvement)** shall [***] disclose to each other any **NUS Improvements** developed or created.

3.6 **NUS** hereby grants to **Licensee**, subject to the same terms and conditions as the practice of **Patent Rights** under this Agreement as set forth in **Section 3.1** [***], including but not limited to a clause substantially similar to **Section 3.2** above in respect of **Licensors'** right to practice for **Academic Purposes**:

(a) an exclusive license to **NUS Improvements** that are dominated by the claims of the **Patent Rights** licensed under this **Agreement**;

(b) an exclusive license, limited to use [***], to **NUS Improvements** that are not dominated by the claims of the **Patent Rights** licensed under this **Agreement,** but that relate to [***]**,** and that are invented, and/or are disclosed in the first patent application claiming the same that is filed, [***]**.** For clarity, the exclusive license under this Section 3.6(b) includes technology arising from research performed solely in the laboratory of Dario Campana that falls outside the scope of the **Patent Rights** but relates to [***], and is invented or filed [***]; and

(c) An exclusive license, limited to use in connection with natural killer cells, to compositions comprising [***] that were developed, [***], solely in the laboratory of Dario Campana;

(d) An exclusive license, limited to use in connection with natural killer cells, to compositions comprising [***] that were developed, [***], solely in the laboratory of Dario Campana.

The licenses to the compositions described in **Section 3.6(c) and (d)** above (collectively, "**Additional NUS Compositions**") include [***] Additional NUS Compositions. Further, the licenses to a NUS Improvement and/or such Additional NUS Composition, as applicable, in this **Section 3.6** includes a license under all Other Patent Rights claiming or disclosing the same.

For the purposes of this **Section 3.6** and **Section 3.7**, inventions that relate to or comprise [***] disclosed in the **Patent Rights** shall be deemed to be dominated by the claims of the **Patent Rights**. For purposes of the preceding sentence, "functional equivalence" shall mean [***].

3.7 **NUS** hereby grant to **Licensee** an option to negotiate in good faith for an exclusive license to **NUS Improvements** that are not dominated by the claims of the **Patent Rights** exclusively licensed under this **Agreement**, **b**ut that relate to [***]**;** and that are invented, or are disclosed in the first patent application claiming the same that is filed, [***]**,** together with any Other Patent Rights claiming or disclosing such **NUS Improvements (**"**Improvement Option**"). The **Improvement Option** shall be exercisable for a period of [***], unless extended by the mutual written agreement of the **Parties,** from the date on which such **NUS Improvements** are disclosed to **Licensee** by **NUS (**"**Improvement Option Period**"). NUS shall provide to Licensee a copy of each invention disclosure received by NUS' Industry Liaison Office disclosing a NUS Improvement that is subject to Licensee's Improvement Option, and in any event shall provide each such invention disclosure to Licensee [***] and prior to the time of [***]. Upon **Licensee's** exercise of its **NUS Option**, **NUS** and **Licensee** will negotiate in good faith in an attempt to reach a license agreement which shall be subject to the same terms and conditions as the practice of **Patent Rights** under this Agreement, including but not limited to a clause substantially similar to **Section 3.2** above in respect of **Licensors'** right to practice for **Academic Purpose**, but on [***], the negotiation period not to exceed [***], unless extended by the

mutual written agreement of the **Parties**, from the date that **Licensee** exercises its **Improvement Option** ("**Improvement Option Negotiation Period**"). NUS and Licensee agree that if **Licensee** does not exercise its **Improvement Option** [***], the **Improvement Option** (for such **NUS Improvement** only) shall be deemed to have lapsed. **NUS** and **Licensee** further agree that if **Licensee** exercises its **Improvement Option** within the **Improvement Option Period** but [***], **NUS** and **Licensee** fail to conclude and execute a binding written license agreement [***], the **Improvement Option** (for such **NUS Improvement** only) shall be deemed [***]; provided, however, that [***]. The provisions of this Section 3.7 shall also apply, mutatis mutandis, to NUS's rights under any **Joint Improvements** (and any **Other Patent Rights** claiming or disclosing the same), to the extent not already licensed exclusively to Licensee pursuant to Section 3.8 below.

3.8 **Licensee** and **NUS** agree that all rights, title and interests in and to all **Joint Improvements** shall be co-owned by **NUS** and **Licensee** as tenants in common in equal, undivided shares. **NUS** hereby grants an exclusive license to **Licensee** to **NUS's** rights, title and interest and joint share in any such **Joint Improvements** that are invented and/or disclosed in a patent application having an earliest priority date within [***], together with any Other Patent Rights claiming or disclosing the same, subject to the same terms and conditions as the practice of **Patent Rights** under this **Agreement** as set forth in **Section 3.1**, including but not limited to a clause substantially similar to **Section 3.2** above in respect of the practice of **Joint Improvements** for **Academic Purposes**, [***].

4. SUB-LICENSING

4.1 **Licensee** shall have the right to grant written, sub-licenses under all or any of the licenses granted under **Section 3.1, 3.6 and 3.8** of this Agreement to any person, provided that:

(a) Licensee shall be responsible for the payment to Licensors of all amounts payable hereunder with respect to the activities of any Related Company or Sub-Licensee;

(b) Any sublicense granted to a Related Company shall not grant to such Related Company any rights which are inconsistent with the rights and obligations of Licensee hereunder; and Licensee shall remain responsible to the Licensors hereunder for all activities of its Related Companies to the same extent as if such activities had been undertaken by Licensee itself;

(c) **Licensee** shall be responsible for its **Sub-Licensees** and shall not grant any rights which are inconsistent with the rights and obligations of **Licensee** hereunder;

(**d**) any act or omission of a **Sub-Licensee** or of a **Related Company** under a sublicense of the **Patent Rights**, which would be a breach of this **Agreement** if performed by **Licensee**, shall be deemed to be a breach by **Licensee** of this **Agreement**; it being understood that the Licensors shall not have the right to terminate this Agreement as a result of any such act or omission of a Sub-Licensee if such act or omission is capable of remedy and, [***] below, the applicable Sub-Licensee or Licensee itself cures such breach;

(e) each sub-license agreement granted by **Licensee** to a **Related Company** or **Sub-Licensee** shall include a right to audit such **Related Company** or **Sub-Licensee** granted to **Licensors** of the same scope as provided **in Section 9.l(b)** hereof with respect to **Licensee**;

(f) **Licensee** shall at all times indemnify and keep indemnified **Licensors** against all or any costs, claims, damages or expenses incurred by **Licensors,** or for which **Licensors** may become liable, pursuant to any third party claim or proceedings to the extent the same is a result of the default or negligence of any **Sub-Licensee** or of a **Related Company** under a sublicense; and

(g) upon the termination of this **Agreement** under **Section 18**, all sublicenses of **Licensee's** rights hereunder granted to (i) a Qualified Sub-Licensee(s) shall survive automatically; and (ii) any Sub-Licensee that is not a Qualified Sub-Licensee, shall survive at the Licensors' option, in each case, with the same field, level of exclusivity and territorial scope as the sub-license under the Patent Rights that had been granted by Licensee to such Sub-Licensee prior to the applicable termination of this Agreement, and Licensors and each such Sub-Licensee shall negotiate in good faith and [***] enter into a direct license agreement between them, [***].

4.2 **Licensee** shall, within [***] with a Sub-Licensee, provide **Licensor** with a certified true copy of the sub-license agreement [***].

4.3 The sub-licenses granted by **Licensee** to a Sub-Licensee under **Licensee**'s rights under **Section 3.1** of this Agreement shall [***], provided that [***], as the case may be.

4.4 For the purposes of this **Agreement** (including without limitation, Section 6 below), payments made to **Licensors** directly by a Sub-Licensee or Related Company of Licensee and activities of **Sub-Licensees**, Licensee's Related Companies and others acting under Licensee's authority, shall be deemed [***] for purposes of determining [***] under this Agreement.

5. COMMENCEMENT DATE AND TERM

This **Agreement** shall come into effect on the **Effective Date** and shall continue in force until the expiration of the last to expire of any patents under the Patent Rights unless terminated earlier in accordance with this **Agreement (**"**Term**").

6. OBLIGATIONS OF LICENSEE

6.1 **Licensee** hereby undertakes and agrees with **Licensors** that it will at all times during the **Term** observe and perform the terms and conditions set out in this **Agreement** and in particular shall:

(a) use [***] to effect introduction of [***] into the commercial market [***]**;** and

(b) deliver to **Licensors** the **Licensee**'s annual financial statements, within [***] during the **Term**, the first annual financial statements being due to **NUS** [***]; and

(c) deliver to **Licensors** the **Licensee**'s technical development update including [***], no later than [***].

6.2 Licensee also undertakes to meet the following **Performance Objectives** by the respective Dates of Achievement:

Performance Objectives:	**Date of Achievement**
1. [***]	[***]
2. [***]	[***]
3. [***]	[***]
4. [***]	[***]
5. [***]	[***]
6. [***]	[***]

6.3 If Licensee fails to meet, or anticipates that it will fail to meet, any of the Performance Objectives by the applicable Date of Achievement set out in Section 6.2:-

(a) the Parties shall, at Licensee's written request (to be sent no later than [***]), have good faith discussions, for a period of up to [***] from the date of the Licensee's written request, on the reasons for such failure and any mutually agreeable extension of the then-current Dates of Achievement for any outstanding Performance Objectives.

(b) Licensee may also obtain an extension of any Date of Achievement for a period of [***] in the case of [***] listed in Section 6.2 above and [***] in the case of [***]. In order to obtain such an extension, Licensee shall, [***] for the applicable Performance Objective specified in Section 6.2 above: (i) [***] with respect to a request for an extension of [***] and [***] with respect to a request for an extension of [***], and (ii) provide to Licensors a copy of [***]. Licensee may obtain no more than [***] extensions of the Date for Achievement for each Performance Objective [***]. Following [***], the Date of Achievement of the relevant Performance Objective will be deemed to be amended to incorporate the relevant [***] or [***] extension, as the case may be, and all other outstanding Performance Objectives shall be deemed extended by the same time period.

(c) If Licensee fails to satisfy the Performance Objectives on or before the applicable Dates of Achievement (as extended pursuant under Section 6.3(a) or (b) above, if applicable), Licensors shall, at their option, have the right, by notice in writing to Licensee, to: (i) terminate the exclusivity of the license granted under Section 3.1; or (ii) terminate this Agreement pursuant to Section 18.1(a).

7. FINANCIAL PROVISIONS

7.1 In consideration for the rights granted under **Section 3**, **Licensee** shall pay to **St. Jude** a non-refundable upfront fee in US dollars equivalent to Singapore Dollars Forty Two Thousand Seven Hundred and Fifty Only (SGD 42,750) **(**"**Upfront Fee**"**)** [***].

7.2 In addition to the **Upfront Fee** under **Section 7.1**, **Licensee** shall pay to **Licensors** during the **Term** of this **Agreement**, [***] royalties **(**"**Royalty**"**)** at the rate of 2.5% of **Net Sales**. The following **Royalty** shall be payable [***]; [***] until the [***]. The **Royalty** shall be payable to **Licensors** no later than [***]. **Licensors** recognize that the **Licensee** may need to obtain additional patent rights and licenses to commercialize **Licensed Products**. If **Licensee**, its **Related Company** or **Sub-Licensee** is obligated, with respect to any **Licensed Product**, to pay royalties or other amounts to any third party in respect of any intellectual property rights that are reasonably required, or reasonably expected to be required, to make, use or sell any **Licensed Product** in such country, then **Licensee** shall have the right to credit [***] against the **Royalty** owing to **Licensors** above for such year with respect to **Net Sales** of such **Licensed Product** [***]; provided, however, that **Licensee** shall not reduce the amount of the **Royalty** paid to **Licensors** with respect to such **Net Sales** of such **Licensed Product** in a particular calendar year [***] to less than [***]% of **Net Sales** of such **Licensed Product** [***]. [***] royalty shall be due on **Net Sales** of any **Licensed Product**, [***] if such **Licensed Product** is covered by multiple patents, patent applications or claims within the **Patent Rights**, **NUS Improvements** or **Joint Improvements**.

7.3 In addition to the **Upfront Fee** under **Section 7.1** and in consideration of the rights granted by **Licensors** under **Section 3** to the **Licensee,** the **Licensee,** on behalf of itself and all its stockholders, shall, upon execution of this Agreement, issue to **NUS** or its nominee, pursuant to the form of Common Stock Issuance Agreement attached hereto as **Exhibit A,** 250,000 fully paid-up common stock in the **Licensee ("Common Stock"),** which Licensee represents being [***]% of **Licensee's** [***] issued shares and [***] shares issued or reserved for future issuance pursuant to stock option plans or otherwise. The Common Stock shall have [***]. [***]. For purposes of clarity, upon the closing of the Series A Financing, NUS or its nominee shall have no further rights to receive any additional shares of stock in Licensee.

7.4 **Licensee** shall further pay to **Licensors** non-refundable payments as follows and subject to the terms of this Section 7.4 below:

(a) a license maintenance fee within [***] of [***] during the Term of the Agreement commencing with January I, 2017 **("License Maintenance Fee"):**

Anniversary Date	**Fee**
Years 1-2	SGD $25,000
Years 3+	SGD $50,000

The **License Maintenance Fee** shall be paid in US dollars and [***];

(b) **[***];**

(c) **[***];**

(d) **[***];**

(e) **[***];**

(f) [***]**;**

(g) [***];

(h) [***]; and

(i) [***].

Notwithstanding the foregoing, in the event that a milestone stipulated in **Sections 7.4(c)** to **(e)** and **(g)** to **(i)** above is first achieved by Licensee, or its Related Company or Sub -Licensee, as applicable, [***], the Licensee shall [***] and if such milestone is subsequently achieved by Licensee, its Related Company or Sub-Licensee, as applicable, [***], then [***]. For the avoidance of doubt, the Parties acknowledge and agree that in no event shall the amounts to be paid to Licensors under Sections 7.4(b) through 7.4(i) [***].

[***] of milestone payments (b)-(i) shall be [***].

7.5 **Licensee** shall further pay to **Licensors**:

(a) [***];

(b) [***];

(c) [***]; and

(d) [***].

For the sole purpose of supporting research and development or infrastructure of **Licensee**, **Licensee** shall be allowed to defer payment of **Licensors**' share of any **Sublicense Revenue** received [***] for a period of up to [***].

7.6 All fees, royalties and all other sums payable under this **Agreement** shall be paid in US Dollars. All such payments due in a particular accounting period computed in other currencies shall be converted into US dollars at the exchange rate for bank transfers from such currency to US dollars as quoted by the Wall Street Journal on the last day of such accounting period. All fees, royalties and all other sums payable under this **Agreement** shall be made payable to "[***]". Wire transfers may be made using the following information:

Acct Name: [***]
Acct Number: [***]
Bank Name: [***]
Bank Swift: [***]
Bank ABA #: [***]
Bank Address: [***]

[***] shall be responsible for any and all costs associated with wire transfers and shall include a reference to this **Agreement** in any wire transfer payment. Payments made by check should be sent to the following address:

[***]

or in such other manner as **Licensors** may specify from time to time to **Licensee.** Where any fees, royalties or any other payments payable by **Licensee** to **Licensors** under this **Agreement,** including, but not limited to royalties, upfront fees and patent costs reimbursements, are subject to goods and services taxes, value added taxes, withholding taxes and other applicable taxes or duties, these taxes and duties shall be borne [***]**.** Subject to Section 16.2 below, **Licensee** agrees to hold harmless from, and indemnify **Licensors** against, all liabilities, costs, damages suffered by **Licensors** of whatever nature resulting from **Licensee's** failure duly and timely to pay and discharge its liability for any of the aforementioned taxes or duties.

7.7 If **Licensee** fails to pay in full to **Licensors** any undisputed fees, royalties or other sums payable under this **Agreement** by their respective due dates, the payment shall accrue interest beginning on the tenth day following the due date thereof, calculated at the rate of [***] the date said payment is due.

7.8 For clarity, the payments made by **Licensee** to **St. Jude**, as required under **Section 7.6**, shall satisfy in full **Licensee**'s payment obligations under this **Agreement** to both **Licensors** for the amounts paid. No duplicative payments shall be due to **NUS**, and **St. Jude** shall be solely responsible for accounting to **NUS** for its portion (as determined as between the **Licensors)** of the amounts paid by **Licensee** to **St. Jude**.

8. ACCOUNTS

8.1 **Licensee** shall:

(a) provide a statement accompanying all fees, royalties and other payments made under this Agreement, showing all items of account from which such fees, royalties and other payment are calculated, such statements to be certified by an authorized officer of **Licensee** as properly reflecting all amounts due to **Licensors** in accordance with the relevant provisions under this **Agreement**;

(b) keep true, accurate and complete accounts and records in sufficient detail to enable the amount of royalties and other sums payable under this Agreement to be determined **by Licensors**;

(c) at the reasonable request of **Licensors [***]**, and upon not less than [***] prior written notice, allow an independent certified public accounting firm of internationally recognized standing selected by **Licensors** and reasonably acceptable to **Licensee**, at **Licensors'** expense, during **Licensee**'s normal business hours, to inspect, audit and copy those accounts and records pertaining to the items shown on the statements provided under **Section 8.l(a)** for [***] following the end of the [***] to which they pertain. Such accounting firm will be bound to hold all information in confidence between the Parties except as necessary to communicate **Licensee**'s non-compliance (if any) with its reporting and payment obligations under this **Agreement** to **Licensors**.

8.2 If, following any inspection and audit pursuant to **Section 8.l(c)**, **Licensors'** independent accounting firm discovers a discrepancy, in **Licensors'** disfavor, between the amount of fees, royalties and other sums actually paid by **Licensee** and those which should have been paid under this Agreement, which is in excess of [***] of those that should have been paid under this Agreement, **Licensee** shall, within [***] of the date of **Licensors'** notification thereof, reimburse St. Jude for any such deficiency [***].

8.3 The provisions of this **Section 8** shall remain in full force and effect after the termination of this **Agreement** for any reason for a period not to exceed [***] until the settlement of all subsisting claims of **Licensors** under this **Agreement**.

9. PROSECUTION OF PATENT APPLICATIONS AND MAINTENANCE OF PATENTS

9.1 **Licensee** shall [***].

9.2 **Licensors** shall, from the **Effective Date** of this Agreement, control the management and further prosecution and maintenance of the **Patent Rights** and the **Other Patent Rights** (collectively, the "**Prosecuted Patent Rights**"). Subject to Section 9.4 below, **Licensors** shall:

(a) seek and maintain the strongest patent portfolio practicable with respect to the **Prosecuted Patent Rights** and use patent attorneys (including foreign patent counsel) reasonably acceptable to **Licensee,** such acceptance not to be unreasonably withheld;

(b) instruct such patent attorneys to [***] copy **Licensee** on all written correspondence sent to or received from any patent office (including all official actions) and give **Licensee** an opportunity and [***] to (i) comment on and advise Licensors with respect to all such correspondence and proposed responses to office actions, and (ii) provide consultation and input on all strategic decisions with respect to the preparation, filing, prosecution and maintenance of all patent applications and patents within the **Prosecuted Patent Rights;** and

(c) consider in good faith and reasonably incorporate all such comments, input and advice provided by **Licensee** and, without limiting the foregoing, Licensors shall file patent applications included the **Prosecuted Patent Rights** in each country requested by **Licensee**;

(d) not abandon or allow to lapse any such **Prosecuted Patent Rights,** or to amend or re-file the patent specifications of any patent applications within the scope of the **Prosecuted Patent Rights,** without first providing [***] prior written notice to **Licensee.**

9.3 **Licensee** shall, [***], execute and do such assurances, acts and things, and execute such documents as **Licensors** may reasonably require to prosecute patent applications within the **Prosecuted Patent Rights** and to grant and to maintain each of the **Prosecuted Patent Rights** in force. In addition, upon any Patty's request, NUS, St Jude and Licensee shall enter into a "commonality of interest" agreement to maintain attorney-client privilege and confidentiality with respect to the parties' communications hereunder pertaining to the filing and/or prosecution of any of the **Prosecuted Patent** Rights.

9.4 It is hereby agreed and understood that, notwithstanding **Section 9.2, Licensee** shall, by giving [***] to **Licensors,** [***]**.** If **Licensee** elects [***]**:**

(a) the license and/or rights granted pursuant to this Agreement in respect of the specific **Prosecuted Patent Rights** for which **Licensee** has made the election, shall automatically terminate as of the expiration of [***] and such patent or patent application shall thereafter be deemed to be excluded from the definition of "Patent Rights" or "Other Patent Rights," as applicable, hereunder.

(b) [***] of such notice pursuant to **Section 9.4, Licensors** may continue to file for, prosecute and/or maintain such specific **Prosecuted Patent Rights** in such country or countries in respect of which **Licensee** has made the election, [***], and notwithstanding **Section 3,** to thereafter deal with the same with respect to such specific **Prosecuted Patent Rights** (or, if applicable, Licensors' interest therein) in that country or countries as **Licensors** deem fit, without having to account to **Licensee** therefor; and

(c) [***], Licensee shall have no further obligation [***];

(d) For the avoidance of doubt, Licensors shall have and continue to retain their respective proprietary interests in any **Patent** obtained pursuant to **Section 9.4(b)**.

9.5 Subject to **Section 9.4** above and the terms of this **Section 9.5** below, Licensee shall reimburse Licensors for (a) [***] incurred by Licensors with respect to the preparation, filing, prosecution and maintenance of the **Prosecuted Patent Rights ("Patent Costs")** [***], and (b) [***] incurred by Licensors with respect to the preparation, filing, prosecution and maintenance of the **Patent Rights** [***].

9.6 [***], Licensee shall further pay to the Licensors an administrative charge of [***] of the [***] incurred by NUS **("Administrative Fee").**

9.7 Licensors shall provide to Licensee a detailed and itemized statement of the Patents Costs and Administrative Fee incurred after the Effective Date on a [***] basis (but in no event less than [***] and Licensee's payment of the undisputed Patent Costs and Administrative Fee reflected in each such statement shall be due within [***] after Licensee's [***].

9.8 To facilitate the smooth prosecution, processing and maintenance of **Patent Rights** by **Licensors, Licensee's** appointed representative for all patent matters shall be:

Name: [***]
[***]

Email Add.: [***]
Phone No.: [***]
Fax No.: [***]

10. FORMAL LICENSE FOR REGISTRATION

10.1 Within [***] of a patent within **Patent Rights** or **Other Patent Rights,** each of the **Parties** shall execute a separate formal license in respect of such patent for registration in all or any competent registries within such countries as may be determined by **Licensee,** each such license to be in the form set out in **Schedule 3** or as nearly in such form as may be required under the laws of such country in which it is to be registered.

10.2 Each of such formal licenses shall operate subject to and with the benefit of all the terms of this **Agreement,** the terms of which shall be deemed to be incorporated in their entirety into each of such formal licenses. In the event of any conflict in meaning between any such formal license and the provisions of this **Agreement,** the provisions of this **Agreement** shall prevail.

10.3 The **Parties** shall [***] to ensure that, to the extent permitted or required by relevant authorities (e.g., governmental or financial authorities), this **Agreement** shall not form part of any public record.

10.4 Each of the **Parties** shall, at the request of the other **Party,** execute any further document that may be necessary to:

(a) give effect to this **Agreement;** or

(b) procure or protect in any country the rights of the other **Party** under this **Agreement** and/or in relation to the **Patent Rights** or **Other Patent Rights.**

11. INFRINGEMENT OF PATENTS

11.1 **Licensee** shall forthwith notify **Licensors** in writing of any infringement, or suspected or threatened infringement, of any of the **Patent Rights** or **Other Patent Rights** by any third party that shall at any time come to its knowledge. Each **Licensor** shall [***] notify **Licensee** and the other **Licensor** in writing of any infringement, or suspected or threatened infringement, of any of the **Patent Rights** or **Other Patent Rights** by any third party that shall at any time come to its knowledge.

11.2 **Licensee** (or, to the extent designated by Licensee, its Related Company or any Qualified Sublicensee) shall have the [***], to enforce the **Patent Rights** and/or **Other Patent Rights** and/or to defend the **Patent Rights** and/or **Other Patent Rights** (e.g., in any declaratory judgment, opposition, post grant challenge, inter partes review or biosimilar challenge) with respect to the same.

11.3 In the event that any claims or counter-claims are issued or made by a third party against **Licensors** as a result of such action taken by **Licensee** (or its designee described in Section 11.2 above) under **Section 11.2, Licensee** (or such designee) shall have control over, and shall take steps to defend **Licensors** against such claims and/or counterclaims and shall have control over, and shall conduct [***], the defense of the **Licensors** in consultation with the **Licensors. Licensee** shall indemnify **Licensors** against all Liabilities (as defined in Section 16.1 below) arising from such claims and counter-claims issued or made by a third party; provided that the indemnification procedures and other terms set out in Section 16.2 shall be deemed to apply *mutatis mutandis* (and any references in Section 16.2 below to Section 16.1 shall be deemed to be replaced by Section 11.3 for such purposes).

11.4 **Licensors** shall reasonably cooperate, [***] and at Licensee's [***] request, in taking such steps, including joining in any such action and cooperating with **Licensee** (or such designee described in Section 11.2 above) in connection therewith.

11.5 Any recoveries pursuant to **Section 11.2** shall be used [***] **Licensee** (and/or its designee described in Section 11.2 above) [***], and any remainder shall be [***]**.** For clarity, [***] provision.

11.6 If **Licensee** (or its designee described in Section 11.2 above) decides not to or fails, within [***] pursuant to **Section 11.1,** to take steps to prevent or restrain any infringement by any third party of any of the **Patent Rights,** then **Licensors** shall be entitled to take action to prevent or restrain such infringement. In the event that **Licensors** decides to take action under this Section:

(a) **Licensors** shall have control over, and shall conduct [***], any such action as it deems fit; provided that Licensors shall not initiate any legal.

proceedings with respect to any such infringement unless such infringement is, in the reasonable opinion of the Licensors, commercially significant and Licensors have first consulted with Licensee in good faith regarding whether to initiate such infringement proceedings;

(b) **Licensee** shall, [***], provide or procure the provision of such assistance as **NUS** shall reasonably require in taking such action; and

(c) **Licensors** shall be entitled to [***] as a result of any such action [***] being taken by **Licensors**.

12. INFRINGEMENT OF THIRD PARTY RIGHTS

12.1 lf any proceedings are brought against **Licensee** on grounds that the use or exploitation by **Licensee** of any of the **Patent Rights** infringes the rights of any third party, **Licensee** shall [***] notify **Licensors** of the same. **Licensee** shall have the exclusive control of the defense of such proceedings

12.2 With respect of such proceedings as described in **Section 12.1, Licensors** shall reasonably cooperate with **Licensee** (or to the extent designated by Licensee, its Related Company or any Qualified Sublicensee), at **Licensee's** (or such designee's) [***].

13. TRADE MARKS

13.1 **Licensee** shall have the absolute right and discretion to make, have made, use, sell, offer for sale and import **Licensed Products** under any trade marks designated by **Licensee** ("**Licensee's Trade Marks**") provided that the **Licensee's Trade Marks** shall be readily distinguishable from, and not confusingly similar to, any trade mark or trade name, whether registered or not, of **Licensors**.

13.2 **Licensors** hereby agrees that it shall have no claim, right, title or interest in or to the **Licensee's Trade Marks** (except where any of such **Licensee's Trade Marks** is not readily distinguishable from, or is confusingly similar to, any trade mark or trade name of **Licensors),** and that all goodwill accruing thereto shall belong to **Licensee** absolutely.

13.3 **Licensee** shall have the sole conduct of all proceedings relating to the **Licensee's Trade Marks**.

13.4 **Licensee** shall have the sole right to decide what action, if any, to take in respect of any infringement or alleged infringement of the **Licensee's Trade Marks** or any other claim or counterclaim brought or threatened in respect of the use or registration of any of the **Licensee's Trade Marks**.

13.5 **Licensee** shall not be obliged to bring or defend any proceedings in relation to the **Licensee's Trade Marks**.

13.6 **Licensors** shall not be entitled to bring any proceedings in respect of any infringement or alleged infringement of any of the **Licensee's Trade Marks**.

14. CONFIDENTIALITY

14.1 Each **Party** hereby agrees to use all reasonable efforts to maintain the secrecy of any and all **Confidential Information** disclosed to it by the other **Party** under the terms of this **Agreement**, or developed pursuant to this **Agreement**, and not to disclose, without the express, written consent of the disclosing **Party**, such **Confidential Information** of another **Party** to any third party.

14.2 The receiving **Party** agrees to maintain the Confidential information of the disclosing **Party** in confidence with the same degree of care as it holds its own confidential and proprietary information and in any event with no less than a reasonable standard of care. The receiving **Party** will use such **Confidential Information** for the performance of this **Agreement** only (including the exercise of such **Party's** rights hereunder). The receiving **Party** may disclose such **Confidential Information** on a need-to-know basis only to its directors, officers, employees, contractors (including sublicensees and other collaboration partners or contractors), consultants, advisors, authorized representatives or agents (each a "**Representative**", and collectively "**Representatives**") who have undertaken obligations of confidentiality for the benefit of receiving **Party** which are substantially similar to those contained in this Section 14 and will not disclose such **Confidential Information** to any third party, or use the **Confidential Information** for any other purpose. The receiving **Party** undertakes that its **Representatives** shall make use of such **Confidential Information** only for the performance of this **Agreement** and receiving **Party** shall be responsible for any unauthorized use or disclosure of disclosing **Party's Confidential Information** by its **Representatives**.

14.3 The receiving **Party** shall take all reasonable steps, including, but not limited to, those steps taken to protects its own information, data or other tangible or intangible property that it regards as proprietary or confidential, to ensure that the **Confidential Information** of the other Party is not disclosed or duplicated for the use of any third party, and shall take all reasonable steps to prevent its **Representatives** having access to the **Confidential Information**, from disclosing or making unauthorized use of any **Confidential Information**, or from committing any acts or omissions that may result in a violation of this **Agreement**.

14.4 The preceding obligations of non-disclosure and the limitation on the right to use the **Confidential Information** shall not apply to the extent that the receiving **Party** can demonstrate that the **Confidential Information**:

(a) was already in the possession or control of the receiving **Party** prior to the time of disclosure by disclosing **Party**, as evidenced by written records; or

(b) was at the time of disclosure by the disclosing **Party** or thereafter becomes public knowledge through no fault or omission of the receiving **Party;** or

(c) is lawfully obtained by the receiving **Party** from a third party under no obligation of confidentiality to the disclosing **Party;** or

(d) is developed by the receiving **Party** independently of the **Confidential Information**, as evidenced by written records; or

(e) is required to be disclosed by court rule or governmental law or regulation, including, without limitation, any rules and regulations promulgated by the United States Securities and Exchange Commission, provided that the receiving **Party** gives the disclosing **Party** prompt notice of any such requirement and cooperated with the disclosing **Party** in attempting to limit such disclosure; or

(f) was disclosed by the receiving **Party** with the disclosing **Party's** prior written approval.

14.5 Title to, and all rights emanating from the ownership of, all **Confidential Information** disclosed under this **Agreement** shall remain vested in the disclosing **Party.** Nothing herein shall be construed as granting any license or other right to use the **Confidential Information** of the other **Party** other than as specifically agreed upon by the **Parties**.

14.6 [***]**,** the receiving **Party** shall [***] return to the disclosing **Party** all written materials and documents, as well as other media, made available or supplied by the disclosing **Party** to the receiving **Party** that contains **Confidential Information,** together with any copies thereof, except that the receiving **Party** may retain one copy each of such document or other media for archival purposes, subject to protection and nondisclosure in accordance with the terms of this **Agreement**.

14.7 Notwithstanding anything to the contrary in this **Section 14,** each **Party** may disclose the **Confidential Information** of the other **Party** to the extent such disclosure is reasonably necessary to prosecute or defend litigation. In addition, **Licensee** may disclose the **Confidential Information** of **Licensors** to the extent such disclosure is reasonably necessary to facilitate discussions with prospective investors or acquirers or to prospective **Sub-Licensees,** provided that **Licensee** has procured that such prospective investors or acquirers or prospective **Sub-Licensees** undertake obligations of confidentiality which are substantially similar to those contained in this Section 14 and will not disclose such **Confidential Information** to any third party, or use the **Confidential Information** for any purpose other than discussions with **Licensee**.

15. WARRANTIES; DISCLAIMER OF WARRANTIES

15.1 Neither **Licensors** nor any of their trustees, directors, employees, or agents assumes any responsibility for the manufacture, production, specifications, sale or use of the **Invention** or **Licensed Products**, by **Licensee** or any **Sub-licensees**.

15.2 Except as provided in **Section 15.5**, **Licensors** make no representations, and provide no warranties, express or implied, including, but not limited to, warranties of fitness for purpose or merchantability or satisfactory quality or compliance with any description, or any implied warranty arising from course of performance, course of dealing, usage of trade or otherwise, regarding or with respect to the **Invention** or **Licensed Products,** and to the fullest extent permitted by law, all such warranties and representations are hereby excluded.

15.3 **Licensors** make no representations, and provide no warranties, express or implied, on the patentability of the **Invention** or **Licensed Products** or of the enforceability of any **Patent Rights**, if any, and to the fullest extent permitted by law, all such warranties and representations are hereby excluded.

15.4 **Licensors** make no representations, and provide no warranties, express or implied, that the **Invention** or **Licensed Products** are or shall be free from infringement of any patent or other rights of third parties or of St. Jude's rights to chimeric antigen receptors containing [***], and to the fullest extent permitted by law, all such warranties and representations are hereby excluded.

15.5 **St. Jude** represents that no third party (i) has rights to [***] and [***] or (ii) eights to any continuing pending applications

issue with only claims directed to [***]. **NUS** represents that **NUS** has not entered into any agreement [***]**,** nor is it otherwise bound by any obligations that would, limit Licensee's licenses to any NUS Inventions, Additional NUS Compositions and/or to NUS' rights in any Joint Inventions pursuant to Sections 3.6 and/or 3.8, as applicable, nor to Licensee's Improvement Option pursuant to Section 3.7, at least with respect to any NUS Improvement or Joint Improvement, as applicable, that relates to natural killer cell technology; and NUS agrees that it shall not enter into any such agreement, or otherwise become bound by any such obligations, during the term of this Agreement or, in the case of NUS Improvements or Joint Improvements, as applicable, to which Licensee's Improvement Option applies pursuant to Section 3.7, until Licensee's rights with respect to each NUS Improvement or Joint Improvement, as applicable, that is subject to such Improvement Option terminate or expire in their entirety in accordance with Section 3.7 above. **Licensors** represent and warrant that **Licensors** have the full power and authority to grant the rights and licenses granted herein.

16. INDEMNITIES; INSURANCE; LIMITATION OF LIABILITY

16.1 **Licensee** hereby indemnifies, holds harmless and defends **Licensors** from and against any and all losses, damages, costs (including, without limitation, reasonable attorneys' fees and other legal costs (subject to Section 16.2 below)), expenses and liabilities (collectively, "**Liabilities**") whatsoever which **Licensors** may incur or suffer from any actions brought by a third party or, solely with respect to Section 16.1(e) below, any claims or demands, in each case, to the extent arising from:

(a) the manufacture, marketing, distribution and sale of the **Licensed Products** by **Licensee** or through any of its Related Companies or **Sub-Licensees;** or

(b) the use or exploitation of any of the Patent Rights by Licensee or its Sub-Licensees or Related Company(ies) infringes the rights of any third party;

(c) any other agreements entered into by **Licensee** or any of its Related Companies or **Sub-licensees** relating to the **Licensed Products** and **Invention** or the performance or non-performance of the terms of such agreements or any representations or statements made by **Licensee** or any of its Related Companies or **Sub-Licensees** relating to the **Invention** or **Licensed Products;** or

(d) any claim that a use of any Licensee Improvement or Joint Improvement or any other modification(s) made by or on behalf of **Licensee** or any of its **Sub-Licensees** or Related Companies to an invention claimed in the Patents Rights or Other Patent Rights as of the Effective Date infringes any trademark, trade secret, confidential information, copyright or patent or any other proprietary rights of any third party; or

(e) all taxes of any kind (except income tax in respect of consideration received by **Licensors** under this Agreement), payments in lieu of taxes, import duties, assessments, fees, charges and withholdings of any nature whatsoever, and all penalties, fines, additions to tax or interest thereon, however imposed, whether levied or asserted against **Licensors** by any tax authority of any country to the extent based solely on any activities of Licensee or its Related Company(ies) in accordance with this Agreement; or

(f) all charges, fines or any liability arising from any default or failure by **Licensee** or any of its Related Companies or **Sub-Licensees** to comply with and observe all laws and regulations referred to in **Section 17;** or

(g) any action or omission of **Licensee** or any of its Related Companies or **Sub-Licensees**, or any of their employees, agents or contractors in the performance of its obligations or the exercise of any of its rights under this **Agreement**.

16.2 In the event that a Licensor intends to claim indemnification under Section 16.1 above, such Licensor shall [***] notify Licensee in writing of the alleged Liabilities. Licensee shall have the right to control the defense and/or settlement thereof with counsel of its choice as long as such counsel is reasonably acceptable to the applicable Licensor(s); provided, however, that each Licensor shall have the right to retain its own counsel for any reason, provided further that the costs of such counsel retained by a Licensor shall [***]. Licensors shall cooperate with Licensee and its legal representatives in the investigation of any Liability covered by Section 16.1 above. A Licensor shall not, except with the written consent of Licensee, such consent not to be unreasonably withheld, voluntarily make any payment or otherwise settle or compromise any third party claim for which a Licensor wishes to claim indemnification under this Section 16. For the avoidance of doubt, circumstances in which Licensee may reasonably withhold its consent shall include, but shall not be limited to, payment, settlement or compromise that [***]. In addition, notwithstanding Section 16.1 above, Licensee shall have no obligation to indemnify or hold harmless any Licensor from any Liabilities to the extent that such Liabilities arise directly from the acts or omissions of that Licensor (or its employees, agents and/or representatives) or from any breach of any representation, warranty or other term of this Agreement by that Licensor.

16.3 Prior to the first use of a **Licensed Product** in a human being, **Licensee** shall obtain and shall thereafter maintain adequate product liability insurance and shall ensure that **Licensors** are named as an additional insured on the policy. **Licensee** shall supply **Licensors** with a copy of such insurance policy upon written request.

16.4 **Licensors** shall not have any liability to **Licensee** for any indirect, consequential, special or incidental loss, damage, expense or liability (including lost profit and loss of goodwill, opportunity costs, loss of business, damage to reputation, claims by third patties or customers), or any exemplary or punitive damages, regardless of the form of action, whether in contract or tort (including negligence), arising under or relating to this Agreement, including from the Licensee's use or exploitation of the **Patent Rights** or **Invention;** provided however that nothing in this Section I 6.4 shall be deemed to limit the indemnification obligations of Licensee under Section 7.6, Section 11.3 or Section 16.1 above to the extent a third patty recovers any such indirect, consequential, special or incidental loss, damage, expense or liability, or any such exemplary or punitive damages with respect to a claim for which Licensee is obligated to indemnify the Licensors thereunder. **Licensors'** liability to the **Licensee** for direct damages or losses for any cause arising from the acts or omission of **NUS** and/or **St. Jude** in the performance of this **Agreement** shall be limited [***].

17. COMPLIANCE WITH LAW

17.1 **Licensee** shall observe, and shall require that its Related Companies and **Sub-Licensees** observe, all applicable laws and regulations, and obtain all necessary licenses, consents and permissions required, in respect of the manufacture, storage, marketing, distribution, sale (including export), and importation of the **Licensed Products.**

18. TERMINATION

18.1 **Licensors** shall be entitled forthwith to terminate this **Agreement** [***] by notice in writing if:

(a) **Licensee** fails, or refuses, to perform or comply with any one or more of its material obligations under this Agreement, and **Licensee** fails to remedy such default within [***] by **Licensee** from **Licensors**;

(b) **Licensee** ceases to carry on its business;

(c) **Licensee** is declared insolvent by a court of competent jurisdiction or is unable to pay its debts as they fall due or suspends making payments with respect to all or any class of its debts or enters into any composition or arrangement with its creditors or makes a general assignment for the benefit of its creditors;

(d) **Licensee** goes into liquidation or if an order is made or a resolution is passed for the winding up of **Licensee** whether voluntarily or compulsorily (except for the purpose of a bona fide reconstruction or amalgamation); or

(e) **Licensee** has a receiver or receiver and manager or judicial manager appointed over any part of its assets or undertaking.

18.2 **Licensee** may terminate this Agreement by giving [***] advance written notice of termination to **Licensors**.

18.3 Termination or expiration of this **Agreement** howsoever caused shall not prejudice any other obligation, right or remedy of the **Parties,** that at the time of such termination or expiration, has already accrued to another Party or that is attributable to a period prior to such termination or expiration, including without limitation in respect of any antecedent breach.

18.4 Upon the termination of this **Agreement**:

(a) **Licensee** shall be entitled to continue to exercise the rights granted to it under this Agreement to such extent and for such further period, not exceeding [***] from the date of termination, [***] to enable **Licensee** to satisfy any orders placed prior to such termination date or scheduled for delivery within such [***] period;

(b) subject to **Sections 4.1(g) and 18.4(a)** above, **Licensee** shall [***] cease to manufacture, market, distribute, sell, import or use, either directly or indirectly, the **Invention** or **Licensed Products**;

(c) subject to **Sections 4.l(g) and 18.4(a)** above, each **Party** shall [***] return or destroy all **Confidential Information** pursuant to **Section 14.6**;

(d) **Licensee** shall [***] pay all amounts due under this **Agreement** to **Licensors** and shall submit a declaration in writing signed by a duly authorized officer that it has complied with such payment obligations, along with a copy of all materials [***] to support such declaration.

(e) if termination occurs within [***]**, Licensee** shall, in consideration of **Licensors'** forbearance to claim damages against **Licensee** for lost opportunity cost, provide [***];

(f) if termination occurs within [***]**, Licensee** shall, in consideration of **Licensors'** forbearance to claim damages against **Licensee** for lost opportunity cost, provide [***]**;** and

(g) if termination occurs within [***] and if **Licensee** has filed patent applications or obtained patents to any Licensee Improvements to **Licensed Product(s)** within the scope of the **Patent Rights, Licensee** agrees upon request to enter into good faith negotiations with **Licensors** or **Licensors'** future licensee(s) for the purpose of granting licensing rights to said patent applications and/or patents to the extent controlled by Licensee [***] and under [***]; provided that such request to negotiate a license must be made by Licensors, if at all, [***].

18.5 Notwithstanding termination of this Agreement under any of its provision, Sections 3.4, 3.8 (first sentence only), 4.1(g), 7.8, 8 (for the applicable periods specified in such section), 14, 15, 16.1, 16.2, 16.4, 18.3, 18.4, 19, 20, 21 through to and including 28 shall survive the Term or the termination of this Agreement and shall be deemed to remain in full force and effect.

19. USE OF LICENSORS' NAME

Licensee agrees that it shall not use in any press release or other announcement made to the general public the name of **NUS** and/or **St. Jude** and/or the name of an affiliate, a current or former staff member, employee, student of affiliated physician or faculty of **St. Jude** or any logotypes or symbols associated with **NUS** and/or **St. Jude** or the names of any directors or employees of **NUS** and/or **St. Jude** without the prior written consent of **NUS** and/or **St. Jude**; provided that, for the avoidance of doubt, nothing in this Section 19 shall be deemed to prevent Licensee from making factual statements regarding (a) the existence of this Agreement to existing or potential investors, (sub) licensees, collaboration partners, subcontractors, consultants, advisers, regulatory authorities and/or other governmental authorities and/or (b) with respect to Dr. Dario Campana's position as a scientific advisor to Licensee; provided further that no reference is made to Dr Dario Campana's previous affiliation with St. Jude without St. Jude's consent or to Dr Dario Campana's affiliation with NUS without NUS's consent.

20. FORCE MAJEURE EVENTS

Notwithstanding anything else in this **Agreement,** no default, delay or failure to perform its obligations under the **Agreement** on the part of either **Party** shall be construed a breach of this **Agreement** to the extent such default delay or failure to perform is shown to be due to causes beyond the control of the **Party** charged with a default, delay or failure to perform, including but not limited to, causes such as strikes, lockouts or other labor disputes to perform, including, without limitation, riots, civil disturbances, actions or inaction of governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts or God or the public enemy and nuclear disasters (each a "**Force Majeure Event**").

21. NO PARTNERSHIP OR AGENCY

No agency, partnership or joint venture is created hereby. **Licensee** does not have any authority of any kind to bind **Licensors** in any respect whatsoever.

22. ASSIGNMENT

22.1 Except as provided in Section 22.2 below, no **Party** shall assign any of its rights under this Agreement, or novate its rights and obligations hereunder to any third party, without the prior consent in writing of the other **Parties** on terms to be agreed by the **Parties.** Where such consent is given, the **Party,** which is the assignor, shall procure that such third party assignee covenants with the other **Parties** to be bound by the terms of this **Agreement** as if it had been a party hereto in place of the assignor.

22.2 Notwithstanding **Section 22.1**, Licensee may assign this Agreement and/or its rights and/or obligations hereunder, without the consent of Licensors, to (a) a Related Company or (b) a Pre-approved Assignee; provided that such assignment is in connection with a restructuring or other corporate reorganization or merger or sale of Licensee or any business or assets or similar transaction. [***] and subject to the terms of Section 7 .5, if applicable. No assignment fee or other amounts shall be due hereunder with respect to any consideration received by Licensee and/or its shareholders in connection with any of the **Excluded Activities** and/or an assignment of this Agreement and/or Licensee's rights and/or obligations under this Agreement in connection with any of the **Excluded Activities**.

22.3 [***].

23. NO WAIVER

The failure or delay by a **Party** in enforcing an obligation, or exercising a right or remedy under this **Agreement** shall not be construed or deemed to be a waiver of that obligation, right or remedy. A waiver of a breach of a term under this **Agreement** shall not amount to a waiver of a breach of any other term in this **Agreement** and a waiver of a particular obligation in one circumstance will not prevent a **Party** from subsequently requiring compliance with the obligation on other occasions. Any waiver by a **Party** of any right under this **Agreement** shall be made in writing and signed by the authorized representative of such **Party.**

24. NOTICES

24.1 All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, sent by internationally recognized priority carrier (e.g., FedEx), email correspondence (delivery receipt confirmed) or by telefax, addressed to the intended recipient thereof at its address or telefax number as set out below (or to such other address or telefax number as any **Party** may from time to time notify the other **Party).** Any such notice, demand or communication shall be deemed to have been duly served on and received by the addressee:

(a) if delivered by hand, at the time of delivery;

(b) if sent by priority carrier, within 3 business days of dispatch; or

(c) if sent by email at the time of delivery as shown by delivery and read receipts, or on the next business day if received after the recipient's normal business hours; or

(d) if transmitted by way of telefax, at the time of transmission, or on the next business day if received after the recipient's normal business hours.

24.2 In proving the giving of a notice or other communication, it shall be sufficient to show:

(a) in the case of communication via priority carrier, that the notice or other communication was contained in an envelope which was duly addressed, sufficient carrier fees paid and posted; or

(b) in the case of telefax that the telefax transmission was duly transmitted from the dispatching terminal as evidenced by a transmission report generated by the transmitting equipment.

NUS:	**Licensee:**
[***] [***] Fax: [***] Email:[***]	[***] [***] Email: [***] Fax: [***]

St. Jude

[***]
St. Jude Children's Research Hospital
262 Danny Thomas Place
Memphis, TN 38105
Email: [***]
Fax: [***]

25. ENTIRE AGREEMENT

This **Agreement** contains the entire agreement between the **Parties** hereto regarding the subject matter hereof, and supersedes all prior agreements, understandings and negotiations regarding the same. No modification, variation or amendment shall be made to this **Agreement** unless made in writing, specifically referring to this **Agreement** and signed by the authorized representatives of all of the **Parties.**

26. SEVERABILITY

Should any one or more of the provisions of this **Agreement** be held to be invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this **Agreement** and shall not serve to invalidate the remaining provisions hereof. The **Parties** shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering into this **Agreement** may be realized.

27. DISPUTE RESOLUTION

27.1 Informal Resolution

Any dispute, controversy or claim arising out of or in connection with this **Agreement** shall be resolved in the following manner:

(a) the aggrieved **Party ("Claimant")** shall notify the responding **Party ("Respondent")** in writing **("Resolution Notice")** (and provide a copy of such notice to the other Party to this Agreement), setting forth in detail the nature of its dispute, controversy or claim **("Claim")** and requesting a meeting **("Resolution Meeting")** of a senior representative from each **Party** to be held on a date not less than [***] nor more than [***] **("Resolution Period")** for the purpose of resolving such **Claim;**

(b) the **Respondent** shall issue and deliver a written response to **Claimant** (and provide a copy of such response to the other Party to this Agreement) not later than [***]**,** setting forth in detail its response to such **Claim,** failing which the **Resolution Meeting** shall not proceed and the **Claimant** shall be entitled to submit the dispute to arbitration as provided under **Section 27.2** below;

(c) the senior representative from each Party shall meet to seek to resolve such **Claim** amicably between the **Claimant** and the **Respondent** in good faith; and

(d) if such **Claim** is not resolved by the end of [***], then either **Claimant** or **Respondent** shall be entitled to submit the dispute to arbitration, as provided under **Section 27.2** below.

27.2 Arbitration

(a) If, and to the extent that, any dispute has not been settled pursuant to **Section 27.1** above, then, upon written notice by any Party to the other Party(ies), any dispute with respect to the breach, performance or interpretation of this Agreement shall be referred to and finally resolved by binding arbitration conducted by the Judicial Arbitration and Mediation Services International, Inc. (or any successor entity thereto) **("JAMS")** under the JAMS lnternational Arbitration Rules then in effect, except as modified in this Agreement. The arbitration shall be conducted in the English language, by a panel of three (3) arbitrators, who shall be selected as described in this Section 27.2(a) below and the each of whom meet the qualifications described in this Section 27.2(a). One of the arbitrators shall be selected by Licensee, one of the arbitrators shall be selected by the Licensors jointly, and the third (3rd) arbitrator shall be jointly selected by the two (2) Party-appointed arbitrators. Each of the arbitrators shall be a lawyer admitted to practice in the United Kingdom with at least fifteen (15) years' experience handling commercial contract disputes with respect to agreements governed by the law of England and Wales. The arbitration panel may also engage an independent expert with experience in the subject matter of the Dispute and at least ten (10) years' experience at a senior executive level in a pharmaceutical or biotechnology company, or in an academic technology transfer office, to advise the arbitration panel.

(b) The Parties and the arbitration panel shall use [***] to complete any such arbitration within [***]. The arbitration panel shall determine what discovery will be permitted, consistent with the goal of limiting the cost and time which the Patties must expend for discovery; provided that the arbitration panel shall permit such discovery as they deem necessary to permit an equitable resolution of the dispute and shall [***] for the completion of discovery, which time period shall be determined by the arbitration panel based on the issues in dispute, the discovery requested by each of the Parities and the overall goal of the Parties to complete any arbitration within [***].

(c) The Parties agree that the decision of the arbitration panel shall be the sole, exclusive and binding remedy between them regarding the dispute presented to the arbitration panel. Any decision of the arbitration panel may be entered in a court of competent jurisdiction for judicial recognition of the decision and an order of enforcement. The arbitration proceedings and the decision of the arbitration panel shall not be made public without the joint consent of the Parties and each Party shall maintain the confidentiality of such proceedings and decision unless each Patty otherwise agrees in writing; provided that either Party may make such disclosures as are permitted for Confidential Information of another Party under Section 14 above.

(d) Unless otherwise mutually agreed upon by the Parties, the arbitration proceedings shall be conducted in San Francisco, CA, U.S.A. The Parties agree that they [***].

(e) Pending the selection of the arbitration panel or pending the arbitration panel's determination of the merits of any dispute, any Party may seek appropriate interim or provisional relief from any court of competent jurisdiction as necessary to protect the rights or property of that Party.

28. GOVERNING LAW

This **Agreement** shall be governed by, interpreted and construed in accordance with the laws of England and Wales.

29. GENERAL

29.1 Stamp duty or fees, if any, payable in respect of this **Agreement** shall be [***]**.**

29.2 Each **Party** shall from time to time do all acts and execute all documents as may be reasonable necessary in order to give effect to the provisions of this **Agreement.**

29.3 Except as otherwise provided in this **Agreement,** the **Parties** shall [***] of this **Agreement**.

29.4 This **Agreement** may be executed in one or more counterparts by the **Parties** by signature of a person having authority to bind the **Party,** each of which when executed and delivered, by facsimile transmission or other electronic modes of delivery, will be an original and all of which will constitute but one and the same **Agreement.**

AS WITNESS the hands of the **Parties** hereto the day and year first above written.

SIGNED by for and on behalf of **NATIONAL UNIVERSITY OF SINGAPORE**	)	SIGNED by for and on behalf of **NKARTA, INC.**
/s/ Lily CHAN		/s/ Ali Behbahani
Lily CHAN	)	Ali Behbahani
CEO, NUS Enterprise	)	President, Nkarta
SIGNED by for and on behalf of **ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC.**	)	
/s/ J. Scott Elmer		
J. Scott Elmer	)	
Director of Technology Licensing	)	

SCHEDULE 1

The **Invention** covers:

[***]

SCHEDULE 3

FORMAL LICENSE

PATENT LICENSE FOR REGISTRATION

[***]

Exhibit A

Form of Common Stock Issuance Agreement

(See attached.)

[***]

LEASE

6000 SHORELINE COURT

HCP LIFE SCIENCE REIT, INC.,

a Maryland corporation,

as Landlord,

and

NKARTA, INC.,

a Delaware corporation,

as Tenant.

HCP Life Science REIT, Inc.
[600 Shoreline Court]
[Nkarta, Inc.]

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6000 SHORELINE COURT

LEASE

This Lease (the "**Lease**"), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "**Summary**"), below, is made by and between **HCP LIFE SCIENCE REIT, INC.**, a Maryland corporation ("**Landlord**"), and **NKARTA, INC.**, a Delaware corporation ("**Tenant**").

SUMMARY OF BASIC LEASE INFORMATION

TERMS OF LEASE		DESCRIPTION
1.	Date:	May 29, 2018
2.	Premises (Article 1).	
	2.1 Building:	6000 Shoreline Court South San Francisco, California 94080 Containing 136,372 rentable square feet of space
	2.2 Premises:	Suite 102, consisting of approximately 7,163 rentable square feet of space on the first (1st) floor of the Building, as further set forth in **Exhibit A** to the Lease.
3.	Lease Term (Article 2).	
	3.1 Length of Term:	Approximately seven (7) years.
	3.2 Lease Commencement Date:	The later to occur of (i) the date the Premises are "Ready for Occupancy", as defined in the Tenant Work Letter attached hereto as **Exhibit B**, which date is anticipated to be June 1, 2018, and (ii) June 1, 2018.
	3.3 Lease Expiration Date:	If the Lease Commencement Date shall be the first day of a calendar month, then the day immediately preceding the seventh (7th) anniversary of the Lease Commencement Date; or, if the Lease Commencement Date shall be other than the first day of a calendar month, then the last day of the month in which the seventh (7th) anniversary of the Lease Commencement Date occurs.

4. Base Rent (Article 3):

Lease Year	Annual Base Rent	Monthly Installment of Base Rent	Approximate Monthly Base Rent per Rentable Square Foot
1	$438,375.60	$36,531.30	$ 5.10
2	$453,718.75	$37,809.90	$ 5.28
3	$469,598.90	$39,133.24	$ 5.46
4	$486,034.86	$40,502.91	$ 5.65
5	$503,046.08	$41,920.51	$ 5.85
6	$520,652.70	$43,387.72	$ 6.06
7	$538,875.54	$44,906.30	$ 6.27

***Note**: Tenant shall have no obligation to pay any Base Rent for the Premises attributable to the first three (3) full calendar months of the Lease Term (the "**Base Rent Abatement Period**"); provided, however, Tenant shall be required to pay Tenant's Share of Direct Expenses attributable to such period, as well as for all utilities and other services.

5. Tenant Improvements (**Exhibit B**): Tenant Improvements to be constructed on a turn-key basis pursuant to the Work Letter attached hereto as **Exhibit** B.

6. Tenant's Share (Article 4): 5.2525%.

7. Permitted Use (Article 5): The Premises shall be used only for general office, research and development, engineering, laboratory, storage and/or warehouse uses, including, but not limited to, administrative offices and other lawful uses reasonably related to or incidental to such specified uses, all (i) consistent with first class life sciences projects in South San Francisco, California ("**First Class Life Sciences Projects**"), and (ii) in compliance with, and subject to, applicable laws and the terms of this Lease.

8. Letter of Credit (Article 21): $89,812.60.

9. Parking (Article 28): Three (3) unreserved parking spaces for every 1,000 rentable square feet of the Premises, subject to the terms of Article 28 of the Lease.

10. Address of Tenant (Section 29.18):	329 Oyster Point Blvd., 34th Floor South San Francisco, CA 94080 Attention: Chief Executive Officer (Prior to Lease Commencement Date) and The Premises Attention: Chief Executive Officer (After Lease Commencement Date)
11. Address of Landlord (Section 29.18):	See Section 29.18 of the Lease.
12. Broker(s) (Section 29.24):	CBRE, Inc.

1. PREMISES, BUILDING, PROJECT, AND COMMON AREAS

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

1.1.1 **The Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the "**Premises**"). The outline of the Premises is set forth in **Exhibit A** attached hereto. The outline of the "Building" and the "Project," as those terms are defined in Section 1.1.2 below, are also further depicted on the Site Plan attached hereto as **Exhibit A**. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed. The parties hereto hereby acknowledge that the purpose of **Exhibit A** is to show the approximate location of the Premises only, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the "Common Areas," as that term is defined in Section 1.1.3, below, or the elements thereof or of the accessways to the Premises or the "Project," as that term is defined in Section 1.1.2, below. Except as specifically set forth in this Lease and in the Tenant Work Letter attached hereto as **Exhibit B** (the "**Tenant Work Letter**"), Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that 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 Tenant Work Letter. Landlord shall deliver the Premises to Tenant fully decommissioned, in good, vacant, broom clean condition, and otherwise in substantially the same condition as of the date of this Lease, in compliance with all laws, with the roof water-tight and shall cause the plumbing, electrical systems, fire sprinkler system, lighting, and all other building systems serving the Premises in good operating condition and repair on or before the Lease Commencement Date. Notwithstanding anything in this Lease to the contrary, in connection with the foregoing Landlord shall, at Landlord's sole cost and expense (which shall not be deemed an "Operating Expense," as that term is defined in Section 4.2.4), repair or replace any failed or inoperable portion of the HVAC systems, plumbing, electrical systems, fire sprinkler system, lighting, and all other building systems serving the Premises during the first two (2) years of the initial Lease term ("**Warranty Period**"), provided that the need to repair or replace was not caused by the misuse, misconduct, damage, destruction, omissions, and/or negligence of Tenant, its subtenants and/or assignees, if any, or any company which is acquired, sold or merged with Tenant (collectively, "**Tenant Damage**"), or by any modifications, Alterations or improvements constructed by or on behalf of Tenant. Landlord shall coordinate such work with Tenant and shall utilize commercially reasonable efforts to perform the same in a manner designed to minimize interference with Tenant's use of the Premises. To the extent repairs which Landlord is required to make pursuant to this Section 1.1.1 are necessitated in part by Tenant Damage, then Tenant shall reimburse Landlord for an equitable proportion of the cost of such repair. Landlord will be responsible for causing the exterior of the Building, the existing Building entrances, and all exterior Common Areas (including required striping and handicapped spaces in the parking areas) to be in compliance with Applicable Laws, to the extent required to allow the legal occupancy of the Premises or completion of the Tenant Improvements.

1.1.2 **The Building and The Project**. The Premises constitutes a portion of the building set forth in Section 2.1 of the Summary (the "**Building**"). The Building is part of the office/laboratory project currently known as "6000 Shoreline Court." The term "**Project**," as used in this Lease, shall mean (i) the Building and the Common Areas, (ii) the land (which is improved with landscaping, parking facilities and other improvements) upon which the Building and the Common Areas are located, and (iii) at Landlord's discretion, any additional real property, areas, land, buildings or other improvements added thereto outside of the Project (provided that any such additions do not increase Tenant's obligations under this Lease).

1.1.3 **Common Areas**. Tenant shall have the non-exclusive right to use in common with other tenants in the Project, and subject to the rules and regulations referred to in Article 5 of this Lease, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project (such areas, together with such other portions of the Project designated by Landlord, in its discretion, are collectively referred to herein as the "**Common Areas**"). Landlord shall maintain and operate the Common Areas, including all sprinkler and other systems serving the Common Areas, in a first class manner, and the use thereof shall

be subject to such rules, regulations and restrictions as Landlord may reasonably make from time to time. Landlord reserves the right to close temporarily, make alterations or additions to, or change the location of elements of the Project and the Common Areas, provided that in connection therewith Landlord will use commercially reasonable efforts to minimize any interference with Tenant's use of and access to the Premises and parking areas.

1.2 **Rentable Square Feet of Premises**. The rentable square footage of the Premises is hereby deemed to be as set forth in Section 2.2 of the Summary, and shall not be subject to measurement or adjustment during the Lease Term.

2. LEASE TERM; OPTION TERM

2.1 **Lease Term**. The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease (the "**Lease Term**") shall be as set forth in Section 3.1 of the Summary, shall commence on the date set forth in Section 3.2 of the Summary (the "**Lease Commencement Date**"), and shall terminate on the date set forth in Section 3.3 of the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in **Exhibit C**, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within five (5) business days of receipt thereof. Notwithstanding the foregoing, if Landlord has not delivered possession of the Premises in the condition required by Section 1.1.1, above, (1) on or before October 1, 2018, then, as Tenant's sole remedy for such delay, the date Tenant is otherwise obligated to commence payment of rent shall be delayed by one day for each day that the delivery date is delayed beyond such date, or (2) February 1, 2019, then, Tenant shall also have the right to terminate this Lease by written notice thereof to Landlord, whereupon any monies previously paid by Tenant to Landlord shall be reimbursed to Tenant. The foregoing dates shall be extended to the extent of any delays in delivery of possession caused by (i) Tenant Delay, as provided in Section 1(j) of the Tenant Work Letter, or (ii) war, terrorism, acts of God, natural disaster, civil unrest, governmental strike or area-wide or industry-wide labor disputes, inability to obtain services, labor, or materials or reasonable substitutes therefor, or delays due to utility companies that are not the result of any action or inaction of Landlord (provided that any such delay in this item (ii) shall not extend any such date by more than ninety (90) days).

2.2 **Option Term**.

2.2.1 **Option Right**. Landlord hereby grants to the Tenant originally named in this Lease (the "**Original Tenant**"), and its "Permitted Assignees", as that term is defined in Section 14.8, below, one (1) option to extend the Lease Term for a period of five (5) years (the "**Option Term**"), which option shall be irrevocably exercised only by written notice delivered by Tenant to Landlord not more than twelve (12) months nor less than nine (9) months prior to the expiration of the initial Lease Term, provided that the following conditions **(**the "**Option Conditions**") are satisfied: (i) as of the date of delivery of such notice, Tenant is not in default under this Lease, after the expiration of any applicable notice and cure period; (ii) Tenant has not previously been in default under this Lease, after the expiration of any applicable notice and cure period, more than twice in the twelve (12) month period prior to the date of Tenant's attempted exercise; and (iii) the Lease then remains in full force and effect. Landlord may, at Landlord's option, exercised in Landlord's sole and absolute discretion, waive any of the Option Conditions in which case the option, if otherwise properly exercised by Tenant, shall remain in full force and effect. Upon the proper exercise of such option to extend, and provided that Tenant satisfies all of the Option Conditions (except those, if any, which are waived by Landlord), the Lease Term, as it applies to the Premises, shall be extended for a period of five (5) years. The rights contained in this Section 2.2 shall be personal to Original Tenant and any Permitted Assignees, and may be exercised by Original Tenant or such Permitted Assignees (and not by any other assignee, sublessee or other "Transferee," as that term is defined in Section 14.1 of this Lease, of Tenant's interest in this Lease).

2.2.2 **Option Rent**. The annual Rent payable by Tenant during the Option Term (the "**Option Rent**") shall be equal to the "Fair Rental Value," as that term is defined below, for the Premises as of the commencement date of the Option Term. The "**Fair Rental Value**," as used in this Lease, shall be equal to the annual rent per rentable square foot (including additional rent and considering any "base year" or "expense stop" applicable thereto), including all escalations, at which tenants (pursuant to leases consummated within the twelve (12) month period preceding the first day of the Option Term), are leasing non-sublease, non-encumbered, non-equity space which

is not significantly greater or smaller in size than the subject space, with a comparable level of improvements (excluding any property that Tenant would be allowed to remove from the Premises at the termination of the Lease), for a comparable lease term, in an arm's length transaction, which comparable space is located in the "Comparable Buildings," as that term is defined in this Section 2.2.2, below (transactions satisfying the foregoing criteria shall be known as the "**Comparable Transactions**"), taking into consideration the following concessions (the "**Concessions**"): (a) rental abatement concessions, if any, being granted such tenants in connection with such comparable space; (b) tenant improvements or allowances provided or to be provided for such comparable space, and taking into account the value, if any, of the existing improvements in the subject space (other than improvements installed by Tenant at Tenant's sole cost and expense), such value to be based upon the age, condition, design, quality of finishes and layout of the improvements and the extent to which the same can be utilized by a general office/lab user other than Tenant; and (c) other reasonable monetary concessions being granted such tenants in connection with such comparable space; provided, however, that in calculating the Fair Rental Value, no consideration shall be given to the fact that Landlord is or is not required to pay a real estate brokerage commission in connection with Tenant's exercise of its right to extend the Lease Term, or the fact that landlords are or are not paying real estate brokerage commissions in connection with such comparable space. The Concessions shall be reflected in the effective rental rate (which effective rental rate shall take into consideration the total dollar value of such Concessions as amortized on a straight-line basis over the applicable term of the Comparable Transaction (in which case such Concessions evidenced in the effective rental rate shall not be granted to Tenant)) payable by Tenant. The term "**Comparable Buildings**" shall mean the Building and those other life sciences buildings which are comparable to the Building in terms of age (based upon the date of completion of construction or major renovation of to the building), quality of construction, level of services and amenities, size and appearance, and are located in South San Francisco, California and the surrounding commercial area.

2.2.3 **Determination of Option Rent**. In the event Tenant timely and appropriately exercises an option to extend the Lease Term, Landlord shall notify Tenant of Landlord's determination of the Option Rent within thirty (30) days thereafter. If Tenant, on or before the date which is ten (10) business days following the date upon which Tenant receives Landlord's determination of the Option Rent, in good faith objects to Landlord's determination of the Option Rent, then Landlord and Tenant shall attempt to agree upon the Option Rent using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within ten (10) business days following Tenant's objection to the Option Rent (the "**Outside Agreement Date**"), then Tenant shall have the right to withdraw its exercise of the option by delivering written notice thereof to Landlord within five (5) days thereafter, in which event Tenant's right to extend the Lease pursuant to this Section 2.2 shall be of no further force or effect. If Tenant does not withdraw its exercise of the extension option, each party shall make a separate determination of the Option Rent, as the case may be, within ten (10) days after the Outside Agreement Date, and such determinations shall be submitted to arbitration in accordance with Sections 2.2.3.1 through 2.2.3.7, below. If Tenant fails to object to Landlord's determination of the Option Rent within the time period set forth herein, then Tenant shall be deemed to have accepted Landlord's determination of Option Rent.

2.2.3.1 Landlord and Tenant shall each appoint one arbitrator who shall be a real estate appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the appraisal of other class A life sciences buildings located in the South San Francisco market area. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Option Rent is the closest to the actual Option Rent, taking into account the requirements of Section 2.2.2 of this Lease, as determined by the arbitrators. Each such arbitrator shall be appointed within fifteen (15) days after the Outside Agreement Date. Landlord and Tenant may consult with their selected arbitrators prior to appointment and may select an arbitrator who is favorable to their respective positions. The arbitrators so selected by Landlord and Tenant shall be deemed "**Advocate Arbitrators**."

2.2.3.2 The two (2) Advocate Arbitrators so appointed shall be specifically required pursuant to an engagement letter within ten (10) days of the date of the appointment of the last appointed Advocate Arbitrator to agree upon and appoint a third arbitrator ("**Neutral Arbitrator**") who shall be qualified under the same criteria set forth hereinabove for qualification of the two Advocate Arbitrators, except that neither the Landlord or Tenant or either parties' Advocate Arbitrator may, directly or indirectly, consult with the Neutral Arbitrator prior or subsequent to his or her appearance. The Neutral Arbitrator shall be retained via an engagement letter jointly prepared by Landlord's counsel and Tenant's counsel.

2.2.3.3 The three arbitrators shall, within thirty (30) days of the appointment of the Neutral Arbitrator, reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Option Rent, and shall notify Landlord and Tenant thereof.

2.2.3.4 The decision of the majority of the three arbitrators shall be binding upon Landlord and Tenant.

2.2.3.5 If either Landlord or Tenant fails to appoint an Advocate Arbitrator within fifteen (15) days after the Outside Agreement Date, then either party may petition the presiding judge of the Superior Court of San Mateo County to appoint such Advocate Arbitrator subject to the criteria in Section 2.2.3.1 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such Advocate Arbitrator.

2.2.3.6 If the two (2) Advocate Arbitrators fail to agree upon and appoint the Neutral Arbitrator, then either party may petition the presiding judge of the Superior Court of San Mateo County to appoint the Neutral Arbitrator, subject to criteria in Section 2.2.3.1 of this Lease, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such arbitrator.

2.2.3.7 The cost of the arbitration shall be paid by Landlord and Tenant equally.

2.2.3.8 In the event that the Option Rent shall not have been determined pursuant to the terms hereof prior to the commencement of the Option Term, Tenant shall be required to pay the Option Rent initially provided by Landlord to Tenant, and upon the final determination of the Option Rent, the payments made by Tenant shall be reconciled with the actual amounts of Option Rent due, and the appropriate party shall make any corresponding payment to the other party.

3. BASE RENT Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the management office of the Project, or, at Landlord's option, at such other place as Landlord may from time to time designate in writing, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal 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, without any setoff or deduction whatsoever. The Base Rent for the fourth (4th) full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease. If any Rent payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any payment of Rent is for a period which is shorter than one month, the Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

4. ADDITIONAL RENT

4.1 **General Terms**.

4.1.1 **Direct Expenses; Additional Rent**. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay during the Lease Term "**Tenant's Share**" of the annual "**Direct Expenses**," as those terms are defined in Sections 4.2.6 and 4.2.2 of this Lease, respectively, allocable to the Building as described in Section 4.3. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, 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 of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.1.2 **Triple Net Lease**. Landlord and Tenant acknowledge that, to the extent provided in this Lease, it is their intent and agreement that this Lease be a "**TRIPLE NET**" lease and that as such, the provisions contained in this Lease are intended to pass on to Tenant or reimburse Landlord for the costs and expenses reasonably associated with this Lease, the Building and the Project, and Tenant's operation therefrom to the extent provided in 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.

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 Intentionally Deleted.

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

4.2.3 "**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, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.4 "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues 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. 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, 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; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which are reasonably likely to increase Operating Expenses during the Lease Term, and the costs incurred in connection with a governmentally mandated transportation system management program or similar program; (iii) the cost of all insurance carried by Landlord in connection with the Project and Premises as reasonably determined by Landlord and reasonably consistent with the insurance generally carried by owners of Comparable Buildings; (iv) 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; (v) the cost of parking area operation, repair, restoration, and maintenance; (vi) management and/or incentive fees, consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Project; (vii) payments under any equipment rental agreements; (viii) subject to item (f), below, wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Project; (ix) costs under any easement pertaining to the sharing of costs by the Project; (x) operation, repair, maintenance and replacement of all systems and equipment and components thereof of the Project; (xi) the cost of janitorial, alarm, security and other services, replacement of wall and floor coverings, ceiling tiles and fixtures in Common Areas, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including commercially reasonable interest on the unamortized cost) over such period of time as Landlord shall reasonably determine, 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; (xiii) the cost of capital improvements or other costs incurred in connection with the Project (A) which are intended to effect economies in the operation or maintenance of the Project, or any portion thereof, or to reduce current or future Operating Expenses or to enhance the safety or security of the Project or its occupants, (B) which are required to comply with present or anticipated conservation programs, (C) which are replacements or modifications of nonstructural items located in the Common Areas required to keep the Common Areas in good order or condition, or (D) which are required under any governmental law or regulation; provided, however, notwithstanding anything to the contrary herein, that any capital expenditure shall be amortized (including reasonable interest on the amortized cost) over the reasonable useful life of such capital item before being included in Operating Expenses; (xiv) 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 that term is defined in Section 4.2.5, below; and (xv) payments under any easement, license, operating agreement, declaration,

restrictive covenant, or instrument pertaining to the sharing of costs by the Building, including, without limitation, any covenants, conditions and restrictions affecting the property, and reciprocal easement agreements affecting the property, any parking licenses, and any agreements with transit agencies affecting the Property (collectively, "**Underlying Documents**"). Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(a) costs, including legal fees, space planners' fees, advertising and promotional expenses (except as otherwise set forth above), and brokerage fees incurred in connection with the original construction or development, or original or future leasing of the Project, and costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants initially occupying space in the Project after the Lease Commencement Date or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Project (excluding, however, such costs relating to any common areas of the Project or parking facilities);

(b) except as set forth in items (xii), (xiii), and (xiv) above, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest;

(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, electric power costs for which any tenant directly contracts with the local public service company and costs of utilities and services provided to other tenants that are not provided to Tenant;

(d) any bad debt loss, rent loss, or reserves for bad debts or rent loss or other reserves to the extent not used in the same year;

(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, accounting costs associated with the operation of the Project). 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;

(f) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits 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 for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Project manager;

(g) amount paid as ground rental for the Project by the Landlord;

(h) except for a property management fee not to exceed three percent (3%) of gross revenues, overhead and profit increment paid to the Landlord, and any amounts paid to the Landlord or to subsidiaries or affiliates of the Landlord for services in the Project to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis;

(i) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord;

(j) rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment which if purchased the cost of which would be excluded from Operating Expenses as a capital cost, except equipment not affixed to the Project which is used in providing engineering, janitorial or similar services and, further excepting from this exclusion such equipment rented or leased to remedy or ameliorate an emergency condition in the Project ;

(k) all items and services for which Tenant or any other tenant in the Project reimburses Landlord or which Landlord provides selectively to one or more tenants (other than Tenant) without reimbursement;

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

(m) rent for any office space occupied by Project management personnel;

(n) costs arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors in connection with this Lease;

(o) costs incurred to comply with laws relating to the removal or remediation of hazardous material (as defined under applicable law), and any costs of fines or penalties relating to the presence of hazardous material, in each case to the extent not brought into the Building or Premises by Tenant or any Tenant Parties;

(p) costs to correct any construction defect in the Project or to remedy any violation of a covenant, condition, restriction, underwriter's requirement or law that exists as of the Lease Commencement Date;

(q) capital costs occasioned by casualties or condemnation;

(r) legal fees, accountants' fees (other than normal bookkeeping expenses) and other expenses incurred in connection with disputes of tenants or other occupants of the Project or associated with the enforcement of the terms of any leases with tenants or the defense of Landlord's title to or interest in the Project or any part thereof;

(s) costs incurred due to a violation by Landlord or any other tenant of the Project of the terms and conditions of a lease;

(t) self-insurance retentions and premiums for insurance coverage not customarily paid by tenants of similar projects in the vicinity of the Premises and insurance deductibles; and

(u) expenses associated with all structural elements, including the foundations, load bearing walls, columns, structural steel, exterior walls and roof structure.

4.2.5 **Taxes**.

4.2.5.1 "**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, unless required to be paid by Tenant, 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.

4.2.5.2 Tax Expenses shall include, 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; (iii) 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; and (iv) 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 or the improvements thereon.

4.2.5.3 Any costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are incurred. Tax refunds 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 Additional Rent under this Article 4 for such Expense Year. 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 upon demand Tenant's Share of any such increased Tax Expenses. Notwithstanding anything to the contrary contained in this Section 4.2.5, there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, transfer taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's 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, (iv) assessments in excess of the amount which would be payable if such assessment expense were paid in installments over the longest permitted term, (v) taxes imposed on land and improvements other than the Project and (vi) tax increases resulting from the improvement of any of the Project for the sole use of other occupants.

4.2.6 "**Tenant's Share**" shall mean the percentage set forth in Section 6 of the Summary.

4.3 **Allocation of Direct Expenses**. The parties acknowledge that, if the Building is a part of a multi-building project, the costs and expenses incurred in connection with the Project (i.e., the Direct Expenses) should be shared between the Building and the other buildings in the Project. Accordingly, in such case, as set forth in Section 4.2 above, Direct Expenses (which consist of Operating Expenses and Tax Expenses) are determined annually for the Project as a whole, and a portion of the Direct Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the Building (as opposed to other buildings in the Project). Such portion of Direct Expenses allocated to the Building shall include all Direct Expenses attributable solely to the Building and a pro rata portion of the Direct Expenses attributable to the Project as a whole, and shall not include Direct Expenses attributable solely to other buildings in the Project.

4.4 **Calculation and Payment of Additional Rent**. Commencing on the Lease Commencement Date, 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 during the Lease Term.

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant**. Landlord shall give to Tenant within five (5) months following the end of each Expense Year (provided that Landlord agrees to utilize commercially reasonable efforts to deliver such Statement to Tenant as soon as practicable following the end of each Expense Year), a statement (the "**Statement**") which shall state the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount of Tenant's Share of Direct Expenses. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, Tenant shall pay, with its next installment of Base Rent due that is at least thirty (30) days thereafter, 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 that term is 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, Tenant shall receive a credit in the amount of Tenant's overpayment against Rent next due under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord 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, Tenant shall within thirty (30) days of delivery of such determination pay to Landlord such amount, and if Tenant paid more as Estimated Direct Expenses than the actual

Tenant's Share of Direct Expenses, Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of the overpayment. 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 two (2) calendar years 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 levied by any governmental authority or by any public utility companies at any time following the Lease Expiration Date which are attributable to any Expense Year (provided that Landlord delivers Tenant a bill for such amounts within two (2) years following Landlord's receipt of the bill therefor).

4.4.2 **Statement of Estimated Direct Expenses**. In addition, Landlord shall give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth 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**"). Landlord shall utilize commercially reasonable efforts to deliver such Estimate Statement within five (5) months following the end of each Expense Year. 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, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Direct Expenses theretofore delivered to the extent necessary. Thereafter, Tenant shall pay, with its next installment of Base Rent due that is at least thirty (30) days thereafter, a fraction of the Estimated Direct Expenses for the then-current Expense Year (reduced by any amounts paid pursuant to the 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 (which Landlord shall have the right to deliver to Tenant at any time), 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.

4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible**. Tenant shall be liable for and shall pay ten (10) days before delinquency, taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. 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 upon demand 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.

4.6 **Landlord's Books and Records**. Within one hundred twenty (120) days after receipt by Tenant of a Statement, if Tenant disputes the amount of Additional Rent set forth in the Statement, a member of Tenant's finance department, or an independent certified public accountant (which accountant is a member of a nationally recognized accounting firm and is not working on a contingency fee basis) ("**Tenant's Accountant**"), designated and paid for by Tenant, may, after reasonable notice to Landlord and at reasonable times, inspect Landlord's records with respect to the Statement at Landlord's offices, provided that there is no existing Event of Default and Tenant has paid all amounts required to be paid under the applicable Estimate Statement and Statement, as the case may be. In connection with such inspection, Tenant and Tenant's agents must agree in advance to follow Landlord's reasonable rules and procedures regarding inspections of Landlord's records, and shall execute a commercially reasonable confidentiality agreement regarding such inspection. Tenant's failure to dispute the amount of Additional Rent set forth in any Statement within one hundred twenty (120) days of Tenant's receipt of such Statement shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. If after such inspection, Tenant still disputes such Additional Rent, a determination as to the proper amount shall be made, at Tenant's expense, by an independent certified public accountant (the "**Accountant**") selected by Landlord and subject to Tenant's reasonable approval; provided that if such Accountant determines that Direct Expenses were overstated by more than five percent (5%), then the cost of the Accountant and the cost of such determination shall be paid for by Landlord, and Landlord shall reimburse Tenant for the cost of the Tenant's Accountant (provided that such cost shall be a reasonable market cost for such services). Tenant hereby acknowledges that Tenant's sole right to inspect Landlord's books and records and to contest the amount of Direct Expenses payable by Tenant shall be as set forth in this Section 4.6, and Tenant hereby waives any and all other rights pursuant to applicable law to inspect such books and records and/or to contest the amount of Direct Expenses payable by Tenant.

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 discretion.

5.2 **Prohibited Uses**. Tenant further covenants and agrees that Tenant shall not use or permit any person or persons to use, the Premises or any part thereof for any use or purpose in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect. Landlord shall have the right to impose reasonable, nondiscriminatory and customary rules and regulations regarding the use of the Project that do not unreasonably interfere with Tenant's use of the Premises, as reasonably deemed necessary by Landlord with respect to the orderly operation of the Project, and Tenant shall comply with such reasonable rules and regulations. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Project, or injure or annoy them or use or allow the Premises to be used for any improper, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall comply with, and Tenant's rights and obligations under the Lease and Tenant's use of the Premises shall be subject and subordinate to, all recorded easements, covenants, conditions, and restrictions now or hereafter affecting the Project, so long as the same do not unreasonably interfere with Tenant's use of the Premises or parking rights or materially increase Tenant's obligations or decrease Tenant's rights under this Lease.

5.3 **Hazardous Materials**.

5.3.1 **Tenant'sObligations**.

5.3.1.1 **Prohibitions**. As a material inducement to Landlord to enter into this Lease with Tenant, Tenant has fully and accurately completed Landlord's Pre-Leasing Environmental Exposure Questionnaire (the "**Environmental Questionnaire**"), which is attached as **Exhibit E**. Tenant agrees that except for those chemicals or materials, and their respective quantities, specifically listed on the Environmental Questionnaire (as the same may be updated from time to time as provided below), neither Tenant nor Tenant's employees, contractors and subcontractors of any tier, entities with a contractual relationship with Tenant (other than Landlord), or any entity acting as an agent or sub-agent of Tenant (collectively, "**Tenant's Agents**") will produce, use, store or generate any "Hazardous Materials," as that term is defined below, on, under or about the Premises, nor cause 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. Upon Landlord's request, or in the event of any material change in Tenant's use of Hazardous Materials in the Premises, Tenant shall deliver to Landlord an updated Environmental Questionnaire at least once a year. Tenant shall notify Landlord prior to using any Hazardous Materials in the Premises not described on the initial Environmental Questionnaire, and, to the extent such use would, in Landlord's reasonable judgment, cause a material increase in the risk of liability compared to the uses previously allowed in the Premises, such additional use shall be subject to Landlord's prior consent, which may be withheld in Landlord's reasonable discretion. Tenant shall not install or permit Tenant's Agents 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**"), 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. For purposes of this Lease, "**Release**" or "**Released**" or "**Releases**" shall mean any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing, or other movement of Hazardous Materials into the environment. Landlord acknowledges that Tenant may be installing and using fume hoods in the Premises and that emissions of Hazardous Materials into the air in compliance with all Environmental Laws shall not be considered Releases.

5.3.1.2 **Notices to Landlord**. Tenant shall notify Landlord in writing as soon as possible but in no event later than five (5) days after (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) Tenant becomes aware of 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) Tenant becomes aware of 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," as that term is defined below. 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 which are binding on Landlord or the Premises without Landlord's prior written consent. 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 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 state or local law counterparts, as amended, as such applicable laws, are in effect as of the Lease Commencement Date, or thereafter adopted, published, or promulgated.

5.3.1.3 **Releases of Hazardous Materials**. If any Release of any Hazardous Material in, on, under, from or about the Premises shall occur at any time during the Lease by Tenant or Tenant's Agents, in addition to notifying Landlord as specified above, Tenant, at its own sole cost and expense, shall (i) immediately 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, (iii) take any and all necessary investigation, corrective and remedial action in accordance with any and all applicable Environmental Laws, utilizing an environmental consultant approved by Landlord, all in accordance with the provisions and requirements of this Section 5.3, including, without limitation, Section 5.3.4, and (iv) take any such additional investigative, remedial and corrective actions as Landlord shall in its reasonable discretion deem necessary such that the Premises are remediated to the condition existing prior to such Release.

5.3.1.4 **Indemnification**.

5.3.1.4.1 **In General**. 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 claims, judgments, losses, damages, costs, expenses, penalties, enforcement actions, taxes, fines, remedial actions, liabilities (including, without limitation, actual attorneys' fees, litigation, arbitration and administrative proceeding costs, expert and consultant fees and laboratory costs) including, without limitation, consequential damages and sums paid in settlement of claims, which arise during or after the Lease Term, whether foreseeable or unforeseeable, that arise during or after the Lease Term in whole or in part, foreseeable or unforeseeable, directly or indirectly arising out of or attributable to the Release of Hazardous Materials in, on, under or about the Premises by Tenant or Tenant's Agents.

5.3.1.4.2 **Limitations**. Notwithstanding anything in Section 5.3.1.4, above, to the contrary, Tenant's indemnity of Landlord as set forth in Section 5.3.1.4, above, shall not be applicable to claims based upon Hazardous Materials not Released by Tenant or Tenant's Agents.

5.3.1.4.3 **Landlord Indemnity**. Under no circumstance shall Tenant be liable for, and Landlord shall indemnify, defend, protect and hold harmless Tenant and Tenant's Agents from and against, all losses, costs, claims, liabilities and damages (including attorneys' and consultants' fees) arising out of any Hazardous Materials that exist in, on or about the Project as of the date hereof, or Hazardous Material Released by Landlord or any Landlord Parties. Landlord shall provide Tenant with any environmental reports relating to the Project in Landlord's immediate possession. The provision of such reports shall be for informational purposes only, and Landlord does not make any representation or warranty as to the correctness or completeness of any such reports.

5.3.1.5 **Compliance with Environmental Laws**. Without limiting the generality of Tenant's obligation to comply with applicable laws as otherwise provided in this Lease, Tenant shall, at its sole cost and expense, comply with all Environmental Laws related to the use of Hazardous Materials by Tenant and Tenant's Agents. 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, Tenant shall deliver to Landlord a narrative description explaining the nature and scope of Tenant's activities involving Hazardous Materials and showing to Landlord's satisfaction compliance with all Environmental Laws and the terms of this Lease.

5.3.2 **Assurance of Performance**.

5.3.2.1 **Environmental Assessments In General**. Landlord may, but shall not be required to, engage from time to time such contractors as Landlord determines to be appropriate (and which are reasonably acceptable to Tenant) to perform environmental assessments 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.

5.3.2.2 **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 Section 5.3, then all of the costs and expenses of such Environmental Assessment shall be reimbursed by Tenant as Additional Rent within thirty (30) days after receipt of written demand therefor.

5.3.3 **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 15.3; (ii) cause all Hazardous Materials brought onto the Premises by Tenant or Tenant's Agents to be removed from the Premises and disposed of in accordance with all Environmental Laws and as necessary to allow the Premises to be used for the purposes allowed as of the date of this Lease; and (iii) cause to be removed all containers installed or used by Tenant or Tenant's Agents to store any Hazardous Materials on the Premises, and cause to be repaired any damage to the Premises caused by such removal.

5.3.4 **Clean-up**.

5.3.4.1 **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 as to which Tenant has a removal or remediation obligation under this Section 5.3, 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, Tenant shall immediately prepare and submit to Landlord within thirty (30) days after receipt of the Environmental Report a comprehensive plan, subject to Landlord's written approval, specifying the actions to be taken by Tenant to perform the Clean-up so that the Premises are restored to the conditions required by this Lease. 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, immediately implement such plan with a consultant reasonably acceptable to Landlord and proceed to Clean-Up Hazardous Materials in accordance with all applicable laws. 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 recommended by the Environmental Report or required by any governmental authority having jurisdiction over the Premises, and recover all of the costs and expenses thereof from Tenant as Additional Rent, payable within ten (10) days after receipt of written demand therefor.

5.3.4.2 **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.

5.3.4.3 **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**"). 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 or Tenant's Agents in accordance with applicable laws.

5.3.4.4 **Failure to Timely Clean-Up**. Should any Clean-up for which Tenant is responsible not be completed, or should Tenant not receive the Closure Letter and any governmental approvals required under Environmental Laws in conjunction with such Clean-up prior to the expiration or earlier termination of this Lease, then, commencing on the later of the termination of this Lease and three (3) business days after Landlord's delivery of notice of such failure and that it elects to treat such failure as a holdover, 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 Section 5.3.

5.3.5 **Confidentiality**. Unless compelled to do so by applicable law, 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 Person (other than Tenant's consultants, attorneys, property managers, 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 law, 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 or lenders, subject to any such parties' written agreement to be bound by the terms of this **Section 5.3**.

5.3.6 **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 the Premises, or ground water beneath the Land, or the environmental condition or Clean-up thereof. 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.

5.3.7 **Intentionally Omitted**.

5.3.8 **Signs, Response Plans, Etc**. Tenant shall be responsible for posting on the Premises any signs required under applicable Environmental Laws with respect to the use of Hazardous Materials by Tenant or Tenant's Agents. Tenant shall also complete and file any business response plans or inventories required by any applicable laws. Tenant shall concurrently file a copy of any such business response plan or inventory with Landlord.

5.3.9 **Survival**. Each covenant, agreement, representation, warranty and indemnification made by Tenant set forth in this **Section 5.3** shall survive the expiration or earlier termination of this Lease and shall remain effective until all of Tenant's obligations under this **Section 5.3** have been completely performed and satisfied.

6. SERVICES AND UTILITIES

6.1 **In General**. Landlord will be responsible, at Tenant's sole cost and expense (subject to the terms of Section 4.2.4, above), for the furnishing of heating, ventilation and air-conditioning, electricity, water, and interior Building security services to the Premises. Landlord shall not provide janitorial or telephone services for the Premises. Tenant shall be solely responsible for performing all janitorial services and other cleaning of the Premises, all in compliance with applicable laws. The janitorial and cleaning of the Premises shall be adequate to maintain the Premises in a manner consistent with First Class Life Sciences Projects.

Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems. Provided that Landlord agrees to provide and maintain and keep in continuous service utility connections to the Project, including electricity, water and sewage connections, Landlord shall have no obligation to provide any services or utilities to the Building, including, but not limited to heating, ventilation and air-conditioning, electricity, water, telephone, janitorial and interior Building security services, except as set forth in this Section 6.1, above.

6.2 **Allocation of Utilities Costs**. To the extent that any utilities (including without limitation, electricity, gas, sewer and water) to the Building are separately metered to the Premises, such utilities shall be contracted for and paid directly by Tenant to the applicable utility provider. To the extent that any utilities (including without limitation, electricity, gas, sewer and water) to the Building are not separately metered to the Premises, then Tenant shall pay to Landlord, within thirty (30) days after billing, an equitable portion of the Building utility costs, based on Tenant's proportionate use thereof.

6.3 **Interruption of Use**. Tenant agrees that 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, when such failure or 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, or by any other cause; and such failures or 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. Notwithstanding the foregoing, Landlord may be liable for damages to the extent caused by the negligence or willful misconduct of Landlord or the Landlord Parties or Landlord's violation of this Lease, provided that Landlord shall not be liable under any circumstances for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6.

6.4 **Energy Performance Disclosure Information**. Tenant hereby acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "**Energy Disclosure Requirements**"). Tenant hereby acknowledges prior receipt of the Data Verification Checklist, as defined in the Energy Disclosure Requirements (the "**Energy Disclosure Information**"), and agrees that Landlord has timely complied in full with Landlord's obligations under the Energy Disclosure Requirements. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of the Energy Disclosure Information, (ii) the Energy Disclosure Information is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Landlord shall have no liability to Tenant for any errors or omissions in the Energy Disclosure Information. If and to the extent not prohibited by applicable laws, Tenant hereby waives any right Tenant may have to receive the Energy Disclosure Information, including, without limitation, any right Tenant may have to terminate this Lease as a result of Landlord's failure to disclose such information. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and/or liabilities relating to, arising out of and/or resulting from the Energy Disclosure Requirements, including, without limitation, any liabilities arising as a result of Landlord's failure to disclose the Energy Disclosure Information to Tenant prior to the execution of this Lease. Tenant's acknowledgment of the AS-IS condition of the Premises to the extent provided in this Lease shall be deemed to include the energy performance of the Building. Tenant further acknowledges that pursuant to the Energy Disclosure Requirements, Landlord may be required in the future to disclose information concerning Tenant's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and tenants of the Building (the "**Tenant Energy Use Disclosure**"). Tenant hereby (A) consents to all such Tenant Energy Use Disclosures, and (B) acknowledges that Landlord shall not be required to notify Tenant of any Tenant Energy Use Disclosure. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Tenant Energy Use Disclosure. The terms of this Section 6.3 shall survive the expiration or earlier termination of this Lease.

6.5 **Emergency Generator**. Landlord and Tenant hereby acknowledge that there is an existing generator currently serving the Premises ("**Emergency Generator**"), and Tenant shall have the right to connect to the Emergency Generator for up to Tenant's Share of the electrical capacity provided by such Emergency Generator. Tenant's use of the Emergency Generator shall be at Tenant's sole risk. Landlord represents that the Emergency Generator is currently in place and shall be in good operating condition on the Lease Commencement Date, and during the Lease Term Landlord shall maintain the Generator in good condition and repair, and Tenant shall be responsible for a share of the costs of such maintenance and repair based on the proportion of the Generator capacity allocated to the Premises. Except to the extent caused by the gross negligence or willful misconduct of Landlord, or any Landlord Parties, or Landlord's violation of this Lease, Tenant hereby waives any claims against Landlord or any Landlord Parties resulting from Tenant's use of the Emergency Generator, or any failure of the Emergency Generator to operate as designed, and agrees that Landlord shall not be liable for any damages resulting from any failure in operation of the Emergency 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. Tenant acknowledges that Operating Expenses shall include Landlord's costs incurred in maintaining and operating the Emergency Generator (including all permit costs and fees), but shall not include any Hazardous Materials remediation costs incurred in connection with the Generator.

7. REPAIRS

7.1 **Tenant Repair Obligations**. Tenant shall, throughout the Term, at its sole cost and expense, maintain, repair or replace as required, the Premises in a good standard of maintenance, repair and replacement as required, and in good and sanitary condition, all in accordance with the standards of First Class Life Sciences Projects, except for the Landlord Repair Obligations, whether or not such maintenance, repair, replacement or improvement is required in order to comply with applicable Laws ("**Tenant's Repair Obligations**"), including without limitation, all electrical facilities and equipment, including lighting fixtures, lamps, fans and any exhaust equipment and systems, electrical motors and all other appliances and equipment of every kind and nature located in the Premises; all communications systems serving the Premises; all of Tenant's security systems in or about or serving the Premises; Tenant's signage; interior demising walls and partitions (including painting and wall coverings), equipment, floors. Tenant shall additionally be responsible, at Tenant's sole cost and expense, to furnish all expendables, including light bulbs, paper goods and soaps, used in the Premises.

7.2 **Landlord Repair Obligations**. Landlord shall be responsible, as a part of Operating Expenses, for repairs to and routine maintenance of the Building including without limitation: (1) exterior windows, window frames, window casements (including the repairing, resealing, cleaning and replacing of exterior windows); (2) exterior doors, door frames and door closers; (3) the Building (as opposed to the Premises) and Project plumbing, sewer, drainage, electrical, fire protection, life safety and security systems and equipment, existing heating, ventilation and air- conditioning systems, and all other mechanical and HVAC systems and equipment (including rebalancing thereof to the extent deemed reasonably necessary by Landlord) (collectively, the "**Building Systems**"), (4) the exterior glass, exterior walls, foundation and roof of the Building, the structural portions of the floors of the Building, including, without limitation, any painting, sealing, patching and waterproofing of exterior walls, and (5) repairs to the elevator in the Building and underground utilities, except to the extent that any such repairs are required due to the negligence or willful misconduct of Tenant (the "**Landlord Repair Obligations**"); provided, however, that if such repairs are due to the negligence or willful misconduct of Tenant, Landlord shall nevertheless make such repairs at Tenant's expense, or, if covered by Landlord's insurance, Tenant shall only be obligated to pay any deductible in connection therewith. Costs expended by Landlord in connection with the Landlord Repair Obligations shall be included in Operating Expenses to the extent allowed pursuant to the terms of Article 4, above. Landlord shall cooperate with Tenant to enforce any warranties that Landlord holds that could reduce Tenant's maintenance obligations under this Lease.

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 mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than ten (10) business days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which adversely affects the structural portions or the systems or equipment of the Building or is visible from the exterior of the Building. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations following ten (10) business days' notice to Landlord (as to Alterations costing more than $10,000 only), but without Landlord's prior consent, to the extent that such Alterations (i) do not affect the building systems or equipment (other than minor changes such as adding or relocating electrical outlets and thermostats), (ii) are not visible from the exterior of the Building, and (iii) cost less than $50,000.00 for a particular job of work. The construction of the Tenant Improvements to the Premises shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 8.

8.2 **Manner of Construction**. Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that upon Landlord's request, Tenant shall, at Tenant's expense, remove such Alterations upon the expiration or any early termination of the Lease Term. Tenant

shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the city in which the Building is located (or other applicable governmental authority). Tenant shall not use (and upon notice from Landlord shall cease using) 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 Building or the Common Areas. Upon completion of any Alterations, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of San Mateo in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the Project construction manager a reproducible copy of the "**as built**" drawings of the Alterations as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.3 **Payment for Improvements**. In connection with any Alterations that affect the Building systems (other than minor changes such as adding or relocating electrical outlets and thermostats), or which have a cost in excess of $100,000, Tenant shall reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such work.

8.4 **Construction Insurance**. In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations as to which Tenant is required to obtain Landlord's consent or provide Landlord with notice, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant or Tenant's contractor carries "**Builder's All Risk**" insurance (to the extent that the cost of such work shall exceed $50,000) in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Landlord pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, Tenant's contractors and subcontractors shall be required to carry Commercial General Liability Insurance in an amount approved by Landlord and otherwise in accordance with the requirements of Article 10 of this Lease. In connection with Alterations with a cost in excess of $250,000, Landlord may, in its reasonable discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien- free completion of such Alterations and naming Landlord as a co-obligee.

8.5 **Landlord's Property**. All Alterations, improvements, fixtures, equipment and/or appurtenances which may be installed or placed in or about the Premises, from time to time, shall be at the sole cost of Tenant and all Alterations and improvements, shall be and become the property of Landlord and remain in place at the Premises following the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Landlord may, by written notice to Tenant given at the time it consents to an Alteration, require Tenant, at Tenant's expense, to remove any Alterations within the Premises and to repair any damage to the Premises and Building caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, improvements, fixtures and/or equipment in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease. Tenant shall not be required to remove the initial Tenant Improvements constructed pursuant to the Tenant Work Letter. Notwithstanding the foregoing, except to the extent the same are paid for by the Tenant Improvement Allowance, the items set forth in **Exhibit F** attached hereto (the "**Tenant's Property**") shall at all times be and remain Tenant's property. **Exhibit F** may be updated from time to time by agreement of the parties. Tenant may remove the Tenant's Property from the Premises at any time, provided that Tenant repairs all damage caused by such removal. Landlord shall have no lien or other interest in the Tenant's Property.

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 claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Except as to Alterations as to which no notice is required under the second sentence

of Section 8.1, **Tenant shall give Landlord notice at least** ten (10) business **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 (to the extent applicable pursuant to then applicable laws). Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) business days after notice by 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.**

10. INSURANCE

10.1 **Indemnification and Waiver**. Except as provided in Section 10.5 or to the extent due to the negligence, willful misconduct or violation of this Lease by Landlord or the Landlord Parties, Tenant hereby assumes all risk of damage to property in, upon or about the Premises from any cause whatsoever (including, but not limited to, any personal injuries resulting from a slip and fall in, upon or about the Premises) and agrees that 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. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in or on the Premises (including, but not limited to, a slip and fall), any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, invitees, guests or licensees of Tenant or any such person, in, on or about the Project or any breach of the terms of this Lease, either prior to, during, or after the expiration of the Lease Term, provided that the terms of the foregoing indemnity and release shall not apply to the negligence or willful misconduct of Landlord or its agents, employees, contractors, licensees or invitees, or Landlord's violation of this Lease. 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 costs and expenses incurred in such suit, including without limitation, its actual professional fees such as reasonable appraisers', accountants' and attorneys' fees. Notwithstanding anything to the contrary in this Lease, Landlord shall not be released or indemnified from, and shall indemnify, defend, protect and hold harmless Tenant from, all losses, damages, liabilities, claims, attorneys' fees, costs and expenses arising from the gross negligence or willful misconduct of Landlord or its agents, contractors, licensees or invitees, or a violation of Landlord's obligations or representations under this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.2 **Tenant's Compliance With Landlord's Property Insurance**. Landlord shall insure the Building, Tenant Improvements and any Alterations during the Lease Term against loss or damage under an "all risk" property insurance policy. Such coverage shall be in such amounts, from such companies, and on such other terms and conditions, as Landlord may from time to time reasonably determine. Additionally, at the option of Landlord, such insurance coverage may include the risks of earthquakes and/or flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Building or the ground or underlying lessors of the Building, or any portion thereof. The costs of such insurance shall be included in Operating Expenses, subject to the terms of Section 4.2.4. Tenant shall, at Tenant's expense, comply with all insurance company 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 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 anything to the contrary in this Lease, Tenant shall not be required to comply with or cause the Premises to comply with any laws, rules, regulations or insurance requirements requiring the construction of alterations unless such compliance is necessitated solely due to Tenant's particular use of the Premises.

10.3 **Tenant's Insurance**. Tenant shall maintain the following coverages in the following amounts.

10.3.1 Commercial General Liability Insurance on an occurrence form covering the insured against claims of bodily injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities including a contractual coverage for limits of liability (which limits may be met together with umbrella liability insurance) of not less than:

Bodily Injury and Property Damage Liability	$4,000,000 each occurrence $4,000,000 annual aggregate
Personal Injury Liability	$3,000,000 each occurrence $3,000,000 annual aggregate

10.3.2 Property Insurance covering all office furniture, business and trade fixtures, office and lab equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant. Such insurance shall be written on an "**all risks**" of physical loss or damage basis, for the full replacement cost value (subject to reasonable deductible amounts) new 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 damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, water damage (excluding flood), including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of ninety (90) days.

10.3.3 Business Income Interruption for ninety (90) days plus Extra Expense insurance 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 and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations. The policy shall include a waiver of subrogation in favor of Landlord, its employees, Lenders and any property manager or partners.

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) name Landlord, its subsidiaries and affiliates, its property manager (if any) and any other party the Landlord so specifies, as an additional insured on the liability insurance, including Landlord's managing agent, if any; (ii) be issued by an insurance company having a rating of not less than A-:VII in Best's Insurance Guide or which is otherwise acceptable to Landlord and authorized to do business in the State of California; and (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance required of Tenant. Tenant shall not cause said insurance to be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and any mortgagee of Landlord (unless such cancellation is the result of non-payment of premiums, in which case not less than five (5) days' notice shall be provided). Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Lease Commencement Date and at least ten (10) days before the expiration dates thereof. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor.

10.5 **Subrogation**. Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property or business interruption loss to the extent that such coverage is agreed to be provided hereunder, notwithstanding the negligence of either party. Notwithstanding anything to the contrary in this Lease, 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. The parties agree that their respective insurance policies do now, or shall, contain the waiver of subrogation.

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 or Landlord's lender, but in no event in excess of the amounts and types of insurance then being required by landlords of buildings comparable to and in the vicinity of the Building.

11. DAMAGE AND DESTRUCTION

11.1 **Repair of Damage to Premises by Landlord**. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Premises and such Common Areas. Such restoration shall be to substantially the same condition of the Premises and the Common Areas prior to the casualty, except for modifications required by zoning and building codes and other laws or any other modifications to the Common Areas deemed desirable by Landlord, which are consistent with the character of the Project, provided that access to the Premises shall not be materially impaired. 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 such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and the damaged portions of the Premises are not occupied by Tenant as a result thereof, then during the time and to the extent the Premises are unfit for occupancy, the Rent shall be abated in proportion to the ratio that the amount of rentable square feet of the Premises which is unfit for occupancy for the purposes permitted under this Lease bears to the total rentable square feet of the Premises.

11.2 **Landlord's Option to Repair**. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises, Building and/or Project, 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, such notice to include a termination date giving Tenant sixty (60) days to vacate the Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within one (1) year after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the damage is due to a risk that Landlord is not required to insure under this Lease, and the cost of restoration exceed five percent (5%) of the replacement cost of the Building (unless Tenant agrees to pay any uninsured amount in excess of such five percent (5%)); or (iii) the damage occurs during the last twelve (12) months of the Lease Term and will take more than sixty (60) days to restore; provided, however, that if Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and the repairs cannot, in the reasonable opinion of Landlord, be completed within seven (7) months after the date of discovery of the damage (or are not in fact completed within eight (8) months after the date of discovery of the damage), Tenant may elect, no earlier than sixty (60) days after the date of the damage and not later than ninety (90) days after the date of such damage, or within thirty (30) days after such repairs are not timely completed, 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.

11.3 **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.

12. NONWAIVER No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. 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 term, covenant or condition 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.

13. CONDEMNATION If the whole or any part of the Premises 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 or reconstruction of any part of the Premises, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord 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 terms of this Lease, for moving expenses, for the unamortized value of any improvements paid for by Tenant and for the Lease "bonus value", so long as such claims are payable separately to Tenant. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. 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 and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent 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.

14. ASSIGNMENT AND SUBLETTING

14.1 **Transfers**. Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, 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 and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). 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 less than thirty (30) days nor 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) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the "**Transfer Premium**", as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, and (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information reasonably required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space. Any Transfer 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 a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord (not to exceed $3,500 in the aggregate for any particular Transfer), within thirty (30) days after written request by Landlord.

14.2 **Landlord's Consent**. Landlord shall not unreasonably withhold or delay its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice and shall respond to Tenant's consent request within forty-five (45) days following receipt of such request and the documentation required by this Lease in connection therewith. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or the Project;

14.2.2 The Transferee is either a governmental agency or instrumentality thereof;

14.2.3 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; or

14.2.4 The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease.

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-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 changes in the terms and conditions from those specified in the Transfer Notice such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). 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 Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a suit for contract damages (other than damages for injury to, or interference with, Tenant's business including, without limitation, loss of profits, however occurring) or declaratory judgment and an injunction for the relief sought, and Tenant hereby waives 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 a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "**Transfer Premium**," as that term is defined in this Section 14.3, received by Tenant from such Transferee. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, and after deduction of (i) any costs of improvements made to the Subject Space in connection with such Transfer, (ii) brokerage commissions paid in connection with such Transfer, and (iii) reasonable legal fees incurred in connection with such Transfer. "**Transfer Premium**" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by 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. The determination of the amount of Landlord's applicable share of the Transfer Premium shall be made on a monthly basis as rent or other consideration is received by Tenant under the Transfer.

14.4 **Landlord's Option as to Subject Space**. Notwithstanding anything to the contrary contained in this Article 14, in the event Tenant contemplates a Transfer other than to a Permitted Transferee which, together with all prior Transfers then remaining in effect, would cause fifty percent (50%) or more of the Premises to be Transferred for more than fifty percent (50%) of the then remaining Lease Term (taking into account any extension of the Lease Term which has irrevocably exercised by Tenant), Tenant shall give Landlord notice (the "**Intention to Transfer Notice**") of such contemplated Transfer (whether or not the contemplated Transferee or the terms of such contemplated Transfer have been determined). The Intention to Transfer Notice shall specify the portion of and amount of rentable

square feet of the Premises which Tenant intends to Transfer in the subject Transfer (the "**Contemplated Transfer Space**"), the contemplated date of commencement of the Contemplated Transfer (the "**Contemplated Effective Date**"), and the contemplated length of the term of such contemplated Transfer. Thereafter, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Intention to Transfer Notice, to recapture the Contemplated Transfer Space. Such recapture shall cancel and terminate this Lease with respect to such Contemplated Transfer Space as of the Contemplated Effective Date. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be 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 such Contemplated Transfer Space under this Section 14.4, then, subject to the other terms of this Article 14, for a period of nine (9) months (the "**Nine Month Period**") commencing on the last day of such thirty (30) day period, Landlord shall not have any right to recapture the Contemplated Transfer Space with respect to any Transfer made during the Nine Month Period, provided that any such Transfer is substantially on the terms set forth in the Intention to Transfer Notice, and provided further that any such Transfer shall be subject to the remaining terms of this Article 14. If such a Transfer is not so consummated within the Nine Month Period (or if a Transfer is so consummated, then upon the expiration of the term of any Transfer of such Contemplated Transfer Space consummated within such Nine Month Period), Tenant shall again be required to submit a new Intention to Transfer Notice to Landlord with respect any contemplated Transfer, as provided above in this Section 14.4. Tenant shall not be required to provide a separate Intention to Transfer Notice and Tenant's request for Landlord's consent to a Transfer shall satisfy Tenant's obligations in this Section 14.4.

14.5 **Effect of Transfer**. If Landlord consents to a Transfer, (i) the terms and conditions 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, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) 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. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, 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 two percent (2%), Tenant shall pay Landlord's costs of such audit.

14.6 **Additional Transfers**. For purposes of this Lease, the term "**Transfer**" shall also include if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of fifty percent (50%) or more of the partners, or transfer of fifty percent (50%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof.

14.7 **Occurrence of Default**. Any Transfer hereunder 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 Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, 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 Tenant is in default 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.

14.8 **Non-Transfers**. Notwithstanding anything to the contrary contained in this Article 14, (i) an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (an entity which is controlled by, controls, or is under common control with, Tenant), (ii) an assignment of the Premises to an entity which acquires all or substantially all of the assets or interests (partnership, stock or other) of Tenant, (iii) an assignment of the Premises to an entity which is the resulting entity of a merger or consolidation of Tenant with another entity, or (iv) a change of Control or the sale of corporate shares of capital stock in Tenant in connection with a private financing or public offering of Tenant's stock on a nationally-recognized stock exchange (collectively, a "**Permitted Transferee**"), shall not be deemed a Transfer under this Article 14, provided that (A) Tenant notifies Landlord of any such assignment or sublease and promptly supplies Landlord with any documents or information requested by Landlord regarding such assignment or sublease or such affiliate, (B) such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease, (C) such Permitted Transferee shall be of a character and reputation consistent with the quality of the Building, and (D) such Permitted Transferee described in subpart (ii) or (iii) above shall have a tangible net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles ("**Net Worth**") at least equal to the Net Worth of Tenant on the day immediately preceding the effective date of such assignment or sublease. An assignee of Tenant's entire interest that is also a Permitted Transferee may also be known as a "**Permitted Assignee**". "**Control**," as used in this Section 14.8, shall mean the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of at least fifty-one percent (51%) of the voting interest in, any person or entity. No such permitted assignment or subletting shall serve to release Tenant from any of its obligations under this Lease.

15. SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

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 of Tenant Property by Tenant**. 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 caused by casualty, repairs required as a result of 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 all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, movable partitions (but not demountable walls) and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

15.3 **Environmental Assessment**. In connection with its surrender of the Premises, Tenant shall submit to Landlord, at least fifteen (15) days prior to the expiration date of this Lease (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an environmental Assessment of the Premises by a competent and experienced environmental engineer or engineering firm reasonably satisfactory to Landlord (pursuant to a contract approved by Landlord and providing that Landlord can rely on the Environmental Assessment). If such Environmental Assessment reveals that remediation or Clean-up is required under any Environmental Laws that Tenant is responsible for under this Lease, Tenant shall submit a remediation plan prepared by a recognized environmental consultant and shall be responsible for all costs of remediation and Clean-up, as more particularly provided in **Section 5.3**, above.

15.4 **Condition of the Building and Premises Upon Surrender**. In addition to the above requirements of this Article 15, upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, surrender the Premises and Building with Tenant having complied with all of Tenant's obligations under this Lease, including those relating to improvement, repair, maintenance, compliance with law, testing and other related obligations of Tenant set forth in Article 7 of this Lease. In the event that the Building and Premises shall be surrendered in a condition which does not comply with the terms of this Section 15.4, because Tenant failed to comply with its obligations set forth in Lease, then following thirty (30) days' notice to Tenant, during which thirty (30) day period Tenant shall have the right to cure such noncompliance, Landlord shall be entitled to expend all reasonable costs in order to cause the same to comply with the required condition upon surrender and Tenant shall immediately reimburse Landlord for all such costs upon notice and, commencing on the later of the termination of this Lease and three (3) business days after Landlord's delivery of notice of such failure and that it elects to treat such failure as a holdover, Tenant shall be deemed during the period that Tenant or Landlord, as the case may be, perform obligations relating to the Surrender Improvements to be in holdover under Article 16 of this Lease.

16. HOLDING OVER If Tenant holds over after the expiration of the Lease Term or earlier termination thereof, with the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term. If Tenant holds over after the expiration of the Lease Term of earlier termination thereof, without the express or implied consent of Landlord, such tenancy shall be deemed to be a tenancy by sufferance only, and shall not constitute a renewal hereof or an extension for any further term. In either case, Base Rent shall be payable at a monthly rate equal to one hundred fifty percent (150%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease. Such month-to-month tenancy or tenancy by sufferance, as the case may be, shall be subject to every other applicable term, covenant and agreement contained herein. 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 surrender 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 fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom.

17. ESTOPPEL CERTIFICATES Within ten (10) business days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of **Exhibit D**, 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 information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. 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 instruments may be reasonably required for such purposes. At any time during the Lease Term, in connection with a sale or financing of the Building by Landlord, Landlord may require Tenant to provide Landlord with its most recent annual financial statement and annual financial statements of the preceding two (2) years. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Landlord shall hold such statements confidential. Failure of Tenant to timely execute, acknowledge and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

18. SUBORDINATION Landlord hereby represents and warrants to Tenant that the Project is not currently subject to any ground lease, or to the lien of any mortgage or deed of trust. This Lease shall be subject and subordinate to all future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances 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 mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. The subordination of this Lease to any such future ground or underlying leases of the Building or Project or to the lien of any mortgage, trust deed or other encumbrances, shall be subject to Tenant's receipt of a commercially reasonable subordination, non-disturbance, and attornment agreement in favor of Tenant. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs the terms, covenants and conditions of this Lease to be observed and performed by Tenant. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. 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.

19. DEFAULTS; REMEDIES

19.1 **Events of Default**. The occurrence of any of the following shall constitute a default of this Lease 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 unless such failure is cured within five (5) business days after notice; or

19.1.2 Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, 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 written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

19.1.3 Abandonment or vacation of all or a substantial portion of the Premises by Tenant while Tenant is in default under the Lease; 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 where such failure continues for more than five (5) business days after notice from Landlord.

19.2 **Remedies Upon 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 any claim or damages therefor; and Landlord may recover from Tenant the following:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of such termination; plus

(ii) 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

(iii) 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

(iv) Any other amount 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, in each case to the extent allocable to the remaining Lease Term, brokerage commissions and advertising expenses incurred to obtain a new tenant, 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

(v) 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 law.

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(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease, but in no case greater than the maximum amount of such interest permitted by law. As used in Section 19.2.1(iii) 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 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 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 law, 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**. If Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 19, 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, repairs, maintenance, changes, alterations and additions, 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.

20. COVENANT OF QUIET ENJOYMENT Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, 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.

21. LETTER OF CREDIT

21.1 **Delivery of Letter of Credit**. In lieu of a cash Security Deposit, Tenant may deliver to Landlord, concurrently with Tenant's execution of this Lease, an unconditional, clean, irrevocable letter of credit (the "**L-C**") in the amount set forth in Section 8 of the Lease Summary (the "**L-C Amount**"), which L-C shall be issued by a money- center, solvent and nationally recognized bank (a bank which accepts deposits, maintains accounts, has a local San Francisco Bay Area office which will negotiate a letter of credit, and whose deposits are insured by the FDIC) reasonably acceptable to Landlord (such approved, issuing bank being referred to herein as the "**Bank**"), which Bank must have a rating from Standard and Poors Corporation of A- or better (or any equivalent rating thereto from any successor or substitute rating service selected by Lessor) and a letter of credit issuer rating from Moody's Investor Service of A3 or better (or any equivalent rating thereto from any successor rating agency thereto)) (collectively, the "**Bank's Credit Rating Threshold**"), and which L-C shall be in the form of **Exhibit G**, attached hereto. Tenant shall pay all expenses, points and/or fees incurred by Tenant in obtaining the L-C. The L-C shall (i) be "callable" at sight, irrevocable and unconditional, (ii) be maintained in effect, whether through renewal or extension, for the period commencing on the date of this Lease and continuing until the date (the "**L-C Expiration Date**") that is no less than sixty (60) days after the expiration of the Lease Term as the same may be extended, and Tenant shall deliver a new L-C or certificate of renewal or extension to Landlord at least thirty (30) days prior to the expiration of the L-C then held by Landlord, without any action whatsoever on the part of Landlord, (iii) be fully assignable by Landlord, its successors and assigns, (iv) permit partial draws and multiple presentations and drawings, and (v) be otherwise subject to the Uniform Customs and Practices for Documentary Credits (1993-Rev), International Chamber of Commerce Publication #500, or the International Standby Practices-ISP 98, International Chamber of Commerce Publication #590. Landlord, or its then managing agent, shall have the right to draw down an amount up to the face amount of the L-C if any of the following shall have occurred or be applicable: (A) such amount is due to Landlord under the terms and conditions of this Lease, and has not been paid within applicable notice and cure periods (or, if Landlord is prevented by law from providing notice, within the period for payment set forth in the Lease), or (B) Tenant has filed a voluntary petition under the U. S. Bankruptcy Code or any state bankruptcy code (collectively, "**Bankruptcy Code**"), or (C) an involuntary petition has been filed against Tenant under the Bankruptcy Code that is not dismissed within thirty (30) days, or (D) the Lease has been rejected, or is deemed rejected, under Section 365 of the U.S. Bankruptcy Code, following the filing of a voluntary petition by Tenant under the Bankruptcy Code, or the filing of an involuntary petition against Tenant under the Bankruptcy Code, or (E) the Bank has notified Landlord that the L-C will not be renewed or extended through the L-C Expiration Date, and Tenant has not provided a replacement L-C that satisfies the requirements of this Lease at least thirty (30) days prior to such expiration, or (F) Tenant is placed into receivership or conservatorship, or becomes subject to similar proceedings under Federal or State law, or (G) Tenant executes an assignment for the benefit of creditors, or (H) if (1) any of the Bank's (other than Silicon Valley Bank) Fitch Ratings (or other comparable ratings to the extent the Fitch Ratings are no longer available) have been reduced below the Bank's Credit Rating Threshold, or (2) there is otherwise a material adverse change in the financial condition of the Bank, and Tenant has failed to provide Landlord with a replacement letter of credit, conforming in all respects to the requirements of this Section 21.1 (including, but not limited to, the requirements placed on the issuing Bank more particularly set forth in this Section 21.1 above), in the amount of the applicable L-C Amount, within ten (10) days following Landlord's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) (each of the foregoing being an "**L-C Draw Event**"). The L-C shall be honored by the Bank regardless of whether Tenant disputes Landlord's right to draw upon the L-C. In addition, in the event the Bank is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity, then, effective as of the date such receivership or conservatorship occurs, said L-C shall be deemed to fail to meet the requirements of this Section 21.1, and, within ten (10) days following Landlord's notice to Tenant of such receivership or conservatorship (the "**L-C FDIC Replacement Notice**"), Tenant shall replace such L-C with a substitute letter of credit from a different issuer (which issuer shall meet or exceed the Bank's Credit Rating Threshold and shall otherwise be acceptable to Landlord in its reasonable discretion) and that complies in all respects with the requirements of this Section 21.1. If Tenant fails to replace such L-C with such conforming, substitute letter of credit pursuant to the terms and conditions of this Section 21.1, then, notwithstanding anything in this Lease to the contrary, Landlord shall have the right to declare Tenant in default of this Lease for which there shall be no notice or grace or cure periods being applicable thereto

(other than the aforesaid ten (10) day period). Tenant shall be responsible for the payment of any and all Tenant's and Bank's costs incurred with the review of any replacement L-C, which replacement is required pursuant to this Section or is otherwise requested by Tenant. In the event of an assignment by Tenant of its interest in the Lease (and irrespective of whether Landlord's consent is required for such assignment), the acceptance of any replacement or substitute letter of credit by Landlord from the assignee shall be subject to Landlord's prior written approval, in Landlord's reasonable discretion, and the actual and reasonable attorney's fees incurred by Landlord in connection with such determination shall be payable by Tenant to Landlord within ten (10) days of billing.

21.2 **Application of L-C**. Tenant hereby acknowledges and agrees that Landlord is entering into this Lease in material reliance upon the ability of Landlord to draw upon the L-C upon the occurrence of any L-C Draw Event. In the event of any L-C Draw Event, Landlord may, but without obligation to do so, and without notice to Tenant (except in connection with an L-C Draw Event under Section 21.1(H) above), draw upon the L-C, in part or in whole, in the amount necessary to cure any such L-C Draw Event and/or to compensate Landlord for any and all damages of any kind or nature sustained or which Landlord reasonably estimates that it will sustain resulting from Tenant's breach or default of the Lease or other L-C Draw Event and/or to compensate Landlord for any and all damages arising out of, or incurred in connection with, the termination of this Lease, including, without limitation, those specifically identified in Section 1951.2 of the California Civil Code. The use, application or retention of the L-C, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by any applicable law, it being intended that Landlord shall not first be required to proceed against the L-C, and such L-C shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. Tenant agrees and acknowledges that (i) the L-C constitutes a separate and independent contract between Landlord and the Bank, (ii) Tenant is not a third party beneficiary of such contract, (iii) Tenant has no property interest whatsoever in the L-C or the proceeds thereof, and (iv) in the event Tenant becomes a debtor under any chapter of the Bankruptcy Code, Tenant is placed into receivership or conservatorship, and/or there is an event of a receivership, conservatorship or a bankruptcy filing by, or on behalf of, Tenant, neither Tenant, any trustee, nor Tenant's bankruptcy estate shall have any right to restrict or limit Landlord's claim and/or rights to the L-C and/or the proceeds thereof by application of Section 502(b)(6) of the U. S. Bankruptcy Code or otherwise.

21.3 **Maintenance of L-C by Tenant**. If, as a result of any drawing by Landlord of all or any portion of the L-C, the amount of the L-C shall be less than the L-C Amount, Tenant shall, within five (5) days thereafter, provide Landlord with additional letter(s) of credit in an amount equal to the deficiency, and any such additional letter(s) of credit shall comply with all of the provisions of this Article 21. Tenant further covenants and warrants that it will neither assign nor encumber the L-C or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Without limiting the generality of the foregoing, if the L-C expires earlier than the L-C Expiration Date, Landlord will accept a renewal thereof (such renewal letter of credit to be in effect and delivered to Landlord, as applicable, not later than thirty (30) days prior to the expiration of the L-C), which shall be irrevocable and automatically renewable as above provided through the L-C Expiration Date upon the same terms as the expiring L-C or such other terms as may be acceptable to Landlord in its sole discretion. If Tenant exercises its option to extend the Lease Term pursuant to Section 2.2 of this Lease then, not later than thirty (30) days prior to the commencement of the Option Term, Tenant shall deliver to Landlord a new L C or certificate of renewal or extension evidencing the L-C Expiration Date as thirty (30) days after the expiration of the Option Term. However, if the L-C is not timely renewed, or if Tenant fails to maintain the L-C in the amount and in accordance with the terms set forth in this Article 21, Landlord shall have the right to present the L-C to the Bank in accordance with the terms of this Article 21, and the proceeds of the L-C may be applied by Landlord against any Rent payable by Tenant under this Lease that is not paid when due and/or to pay for all losses and damages that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of any breach or default by Tenant under this Lease. In the event Landlord elects to exercise its rights as provided above, (I) any unused proceeds shall constitute the property of Landlord (and not Tenant's property or, in the event of a receivership, conservatorship, or a bankruptcy filing by, or on behalf of, Tenant, property of such receivership, conservatorship or Tenant's bankruptcy estate) and need not be segregated from Landlord's other assets, and (II) Landlord agrees to pay to Tenant within thirty (30) days after the L-C Expiration Date the amount of any proceeds of the L-C received by Landlord and not applied against any Rent payable by Tenant under this Lease that was not paid when due or used to pay for any losses and/or damages suffered by Landlord (or reasonably estimated by Landlord that it will suffer) as a result of any breach or default by Tenant under this Lease; provided, however, that if prior to the L-C Expiration Date a voluntary petition is filed by Tenant, or an involuntary petition is filed against Tenant by

any of Tenant's creditors, under the Bankruptcy Code, then Landlord shall not be obligated to make such payment in the amount of the unused L-C proceeds until either all preference issues relating to payments under this Lease have been resolved in such bankruptcy or reorganization case or such bankruptcy or reorganization case has been dismissed. Notwithstanding anything to the contrary herein, if Landlord draws on the L-C due to Tenant's violation of this Lease beyond applicable notice and cure periods, such draw shall be in the amount required to cure such default. In addition, if Landlord draws on the L-C due to Tenant's failure to timely renew or provide a replacement L-C, such failure shall not be considered a default under this Lease and Landlord shall return such cash proceeds upon Tenant's presentation of a replacement L-C that satisfies the requirements of this Lease, subject to reasonable satisfaction of any preference risk to Landlord.

21.4 **Transfer and Encumbrance**. The L-C shall also provide that Landlord may, at any time and without notice to Tenant and without first obtaining Tenant's consent thereto, transfer (one or more times) all or any portion of its interest in and to the L-C to another party, person or entity, regardless of whether or not such transfer is from or as a part of the assignment by Landlord of its rights and interests in and to this Lease. In the event of a transfer of Landlord's interest in under this Lease, Landlord shall transfer the L-C, in whole or in part, to the transferee and thereupon Landlord shall, without any further agreement between the parties, be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment of the whole of said L- C to a new landlord. In connection with any such transfer of the L-C by Landlord, Tenant shall, at Tenant's sole cost and expense, execute and submit to the Bank such applications, documents and instruments as may be necessary to effectuate such transfer and, Tenant shall be responsible for paying the Bank's transfer and processing fees in connection therewith; provided that, Landlord shall have the right (in its sole discretion), but not the obligation, to pay such fees on behalf of Tenant, in which case Tenant shall reimburse Landlord within ten (10) days after Tenant's receipt of an invoice from Landlord therefor.

21.5 **L-C Not a Security Deposit**. Landlord and Tenant (1) acknowledge and agree that in no event or circumstance shall the L-C or any renewal thereof or substitute therefor or any proceeds thereof be deemed to be or treated as a "security deposit" under any law applicable to security deposits in the commercial context, *including, but not limited to, Section 1950.7 of the California Civil Code, as such Section now exists or as it may be hereafter amended or succeeded* (the "**Security Deposit Laws"**), (2) acknowledge and agree that the L-C (including any renewal thereof or substitute therefor or any proceeds thereof) is not intended to serve as a security deposit, and the Security Deposit Laws shall have no applicability or relevancy thereto, and (3) waive any and all rights, duties and obligations that any such party may now, or in the future will, have relating to or arising from the Security Deposit Laws. *Tenant hereby* irrevocably waives and relinquishes *the provisions of Section 1950.7 of the California Civil Code and* any successor statute, and all other provisions of law, now or hereafter in effect, *which (x) establish the time frame by which a landlord must refund a security deposit under a lease, and/or (y) 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 premises, it being agreed that Landlord may, in addition, claim those sums specified in this* Article 21 *and/or those sums reasonably necessary to (a) compensate Landlord for any loss or damage caused by Tenant's breach of this Lease, including any damages Landlord suffers following termination of this Lease,* and/or (b) compensate Landlord for any and all damages arising out of, or incurred in connection with, the termination of this Lease, including, without limitation, those specifically identified in Section 1951.2 of the California Civil Code. Tenant agrees not to interfere in any way with any payment to Landlord of the proceeds of the L-C, either prior to or following a "draw" by Landlord of all or any portion of the L-C, regardless of whether any dispute exists between Tenant and Landlord as to Landlord's right to draw down all or any portion of the L-C. No condition or term of this Lease shall be deemed to render the L-C conditional and thereby afford the Bank a justification for failing to honor a drawing upon such L-C in a timely manner. Tenant shall not request or instruct the Bank of any L-C to refrain from paying sight draft(s) drawn under such L-C.

21.6 Remedy for Improper Drafts. Tenant's sole remedy in connection with the improper presentment or payment of sight drafts drawn under any L-C shall be the right to obtain from Landlord a refund of the amount of any sight draft(s) that were improperly presented or the proceeds of which were misapplied, and reasonable actual out-of-pocket attorneys' fees, provided that at the time of such refund, Tenant increases the amount of such L-C to the amount (if any) then required under the applicable provisions of this Lease. Tenant acknowledges that the presentment of sight drafts drawn under any L-C, or the Bank's payment of sight drafts drawn under such L-C, could not under any circumstances cause Tenant injury that could not be remedied by an award of money damages, and that the recovery

of money damages would be an adequate remedy therefor. In the event Tenant shall be entitled to a refund as aforesaid and Landlord shall fail to make such payment within ten (10) business days after demand, Tenant shall have the right to deduct the amount thereof from the next installment(s) of Base Rent.

22. COMMUNICATIONS AND COMPUTER LINE Tenant may install, maintain, replace, remove or use any communications or computer wires and cables serving the Premises (collectively, the "**Lines**"), provided that Tenant shall obtain Landlord's prior written consent, use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Articles 7 and 8 of this Lease. Tenant shall pay all costs in connection therewith. Landlord reserves the right, upon notice to Tenant prior to the expiration or earlier termination of this Lease, to require that Tenant, at Tenant's sole cost and expense, remove any Lines located in or serving the Premises prior to the expiration or earlier termination of this Lease.

23. SIGNS

23.1 **Exterior Signage**. Subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, and provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, at its sole cost and expense, may install (i) identification signage on the existing monument sign located at the exterior of the Building near the Project entry, and at the entrance to the Building, and

(ii) internal directional, suite entry and lobby identification signage and directory (collectively, "**Tenant Signage**"); provided, however, in no event shall Tenant's Signage include an "Objectionable Name," as that term is defined in Section 23.3, of this Lease. All such signage shall be subject to Tenant's obtaining all required governmental approvals. All permitted signs shall be maintained by Tenant at its expense in a first-class and safe condition and appearance. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of its signs at Tenant's sole cost and expense. The graphics, materials, color, design, lettering, lighting, size, illumination, specifications and exact location of Tenant's Signage (collectively, the "**Sign Specifications**") shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be consistent and compatible with the quality and nature of the Project. Tenant hereby acknowledges that, notwithstanding Landlord's approval of Tenant's Signage, Landlord has made no representation or warranty to Tenant with respect to the probability of obtaining all necessary governmental approvals and permits for Tenant's Signage. In the event Tenant does not receive the necessary governmental approvals and permits for Tenant's Signage, Tenant's and Landlord's rights and obligations under the remaining terms and conditions of this Lease shall be unaffected.

23.2 **Objectionable Name**. Tenant's Signage shall not include a name or logo which relates to an entity which is of a character or reputation, or is associated with a political faction or orientation, which is inconsistent with the quality of the Project, or which would otherwise reasonably offend a landlord of the Comparable Buildings (an "**Objectionable Name**"). The parties hereby agree that the following name, or any reasonable derivation thereof, shall be deemed not to constitute an Objectionable Name: "Nkarta, Inc."

23.3 **Prohibited Signage and Other Items**. Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. 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, in its sole discretion.

24. COMPLIANCE WITH LAW Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated ("**Applicable Laws**"). At its sole cost and expense, Tenant shall promptly comply with all such governmental measures. 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 agrees, at its sole cost and expense, to comply promptly with such standards or regulations. Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Building and Premises as are required to comply with the governmental rules, regulations, requirements or standards described in this Article 24. 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. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Project, Building and 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: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp approved in advance by Landlord; and (b) pursuant to Article 24 below, but subject to Section 10.2 above, Tenant, at its cost, is responsible for making any repairs within the Premises to correct violations of construction-related accessibility standards; and, if anything done by or for Tenant in its use or occupancy of the Premises shall require repairs to the Building (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall, at Landlord's option, either perform such repairs at Tenant's sole cost and expense or reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such repairs. Tenant's obligations under this Article 24 are subject to the limitation in Section 10.2 above.

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) business days after Tenant's receipt of written notice from Landlord that said amount is delinquent then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. 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 liquidated damages or 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 Tenant's receipt of written notice that said amount is delinquent shall bear interest from the date when due until paid at a rate per annum equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication G.13(415), published on the first Tuesday of each calendar month (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published) plus four (4) percentage points, and (ii) the highest rate permitted by applicable law.

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 19.1.2, 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.

26.2 **Tenant's Reimbursement**. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, upon delivery by Landlord to Tenant of statements therefor: (i) 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; (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease; and (iii) subject to Section 29.21, sums equal to all expenditures made and obligations incurred by Landlord in collecting or attempting to collect the Rent or in enforcing or attempting to enforce any rights of Landlord under this Lease or pursuant to law, including, without limitation, all reasonable legal fees and other amounts so expended. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

27. ENTRY BY LANDLORD Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant (except in the case of an emergency) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, or to current or prospective mortgagees, ground or underlying lessors or insurers or, during the last nine (9) months of the Lease Term, to prospective tenants; (iii) post notices of nonresponsibility (to the extent applicable pursuant to then applicable law); or (iv) repair the Premises or the Building, or for structural repairs to the Building or the Building's systems and equipment as provided under the Lease. 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. In an emergency, Landlord shall have the right to use any 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. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's use of or access to the Premises in connection with any such entry, and shall comply with Tenant's reasonable security measures. Landlord shall hold confidential any information regarding Tenant**'**s business that it may learn as a result of such entry.

28. TENANT PARKING Tenant shall have the right, without the payment of any parking charge or fee (other than as a reimbursement of operating expenses to the extent allowed pursuant to the terms or Article 4 of this Lease, above), commencing on the Lease Commencement Date, to use the amount of parking set forth in Section 9 of the Summary, in the on-site parking lot and garage which serves the Building. 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 facility where the parking passes are located (including any sticker or other identification system established by Landlord and the prohibition of vehicle repair and maintenance activities in the parking facilities), and shall cooperate in seeing that Tenant's employees and visitors also comply with such rules and regulations. Tenant's use of the Project parking facility shall be at Tenant's sole risk and Tenant acknowledges and agrees that Landlord shall have no liability whatsoever for damage to the vehicles of Tenant, its employees and/or visitors, or for other personal injury or property damage or theft relating to or connected with the parking rights granted herein or any of Tenant's, its employees' and/or visitors' use of the parking facilities. Landlord shall not oversubscribe parking.

29. MISCELLANEOUS PROVISIONS

29.1 **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.

29.2 **Binding Effect**. Subject to all other provisions of this Lease, each of the covenants, conditions and provisions 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.

29.3 **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 are 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.

29.4 **Modification of Lease**. Should any current or prospective mortgagee or ground lessor for the Building or Project 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 or interfere with Tenant's use of the Premises, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are reasonably required therefor and to deliver the same to Landlord within ten (10) business days following a request therefor. At the request of Landlord or any mortgagee or ground lessor, Tenant agrees to execute a short form of Lease and deliver the same to Landlord within ten (10) business days following the request therefor.

29.5 **Transfer of Landlord's Interest**. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder accruing after the date of transfer provided such transferee shall have fully assumed and agreed in writing to be liable for all obligations of this Lease to be performed by Landlord, including the return of any security deposit or L-C, and Tenant shall attorn to such transferee.

29.6 **Prohibition Against Recording**. Except as provided in Section 29.4 of this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

29.7 **Landlord's Title**. 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 or may encumber the title of Landlord.

29.8 **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 venturer or any association between Landlord and Tenant.

29.9 **Payment under Protest**. If Tenant in good faith disputes any amounts billed by Landlord, other than (i) Base Rent, (ii) Tenant's Share of Direct Expenses (as to which Tenant may exercise its rights under Section 4.6, above), Tenant may make payment of such amounts under protest, and reserve all of its rights with respect to such amounts (the "**Disputed Amounts**"). Landlord and Tenant shall meet and confer to discuss the Disputed Amounts and attempt, in good faith, to resolve the particular dispute. If, despite such good faith efforts, Landlord and Tenant are unable to reach agreement regarding the Disputed Amounts, either party may submit the matter to binding arbitration under the JAMS Streamlined Arbitration Rules & Procedures. The non-prevailing party, as determined by JAMS, will be responsible to pay all fees and costs incurred in connection with the JAMS procedure, as well as all other costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party. This Section 29.9 shall not apply to claims relating to Landlord's exercise of any unlawful detainer rights pursuant to California law or rights or remedies used by Landlord to gain possession of the Premises or terminate Lessee's right of possession to the Premises.

29.10 **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.

29.11 **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.

29.12 **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 comprising Additional Rent or the amount of the Additional Rent 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.

29.13 **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 lesser of (a) the interest of Landlord in the Project or (b) the equity interest Landlord would have in the Project if the Project were encumbered by third-party debt in an amount equal to eighty percent (80%) of the value of the Project (as such value is determined by Landlord), including any rental, condemnation, sales and insurance proceeds received by Landlord or the Landlord Parties in connection with the Project, Building or Premises. No Landlord Parties (other than Landlord) shall have any personal liability therefor,

and Tenant hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.13 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 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, in each case, however occurring, 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.

29.14 **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 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 terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

29.15 **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.

29.16 **Force Majeure**. 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, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, 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, provided, however, the foregoing delays shall not apply to Tenant's termination rights hereunder.

29.17 **Intentionally Omitted**.

29.18 **Notices**. All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) delivered by a nationally recognized overnight courier, or (C) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, 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 to Landlord at the addresses set forth below, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given (i) three (3) business days after the date it is posted if sent by Mail, (ii) the date the overnight courier delivery is made, or (iii) the date personal delivery is made. As of the date of this Lease, any Notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses:

HCP Life Science Reit, Inc.
3760 Kilroy Airport Way, Suite 300
Long Beach, CA 90806-2473
Attn: Legal Department

with a copy to:

HCP Life Science Estates
950 Tower Lane, Suite 1650
Foster City, CA 94404

and

Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, California 90067
Attention: Anton N. Natsis, Esq.

29.19 **Joint and Several**. If there is more than one tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

29.20 **Authority**. If Tenant is a corporation, trust or partnership, Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the State of California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

29.21 **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.

29.22 **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.

29.23 **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.

29.24 **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. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) 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. The terms of this Section 29.24 shall survive the expiration or earlier termination of the Lease Term.

29.25 **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.

29.26 **Project or Building Name, Address and Signage**. Landlord shall have the right at any time to change the name and/or address of the Project or Building (and Landlord shall reimburse Tenant its actual, reasonable costs incurred as a result of such change, if any) and, subject to Section 23.1, to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

29.27 **Counterparts**. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

29.28 **Good Faith**. Except (i) for matters for which there is a standard of consent or discretion specifically set forth in this Lease; (ii) matters which could have an adverse effect on the Building Structure or the Building Systems, or which could affect the exterior appearance of the Building, or (iii) matters covered by Article 4 (Additional Rent), or Article 19 (Defaults; Remedies) of this Lease (collectively, the "**Excepted Matters**"), any time the consent of Landlord or Tenant is required, such consent shall not be unreasonably withheld or delayed, and, except with regard to the Excepted Matters, whenever this Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations or make an allocation or other determination, Landlord and Tenant shall act reasonably and in good faith.

29.29 **Development of the Project**.

29.29.1 **Subdivision**. Landlord reserves the right to subdivide all or a portion of the buildings and Common Areas, so long as the same does not interfere with Tenant's use of or access to the Premises or Tenant's parking rights. Tenant agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents needed to conform this Lease to the circumstances resulting from a subdivision and any all maps in connection therewith, so long as the same does not increase Tenant's obligations or decrease Tenant's rights under this Lease. Notwithstanding anything to the contrary set forth in this Lease, the separate ownership of any buildings and/or Common Areas by an entity other than Landlord shall not affect the calculation of Direct Expenses or Tenant's payment of Tenant's Share of Direct Expenses.

29.29.2 **Construction of Property and Other Improvements**. Tenant acknowledges that portions of the Project may be under construction following Tenant's occupancy of the Premises, and that such construction may result in levels of noise, dust, obstruction of access, etc. which are in excess of that present in a fully constructed project. Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction, so long as the same does not interfere with Tenant's use of or access to the Premises or Tenant's parking rights. Landlord shall use commercially reasonable efforts to minimize and mitigate noise and vibrations in connection with any such construction.

29.30 **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 against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation.

29.31 **Transportation Management**. Tenant shall fully comply with all present or future programs required by applicable laws intended to manage parking, transportation or traffic in and around the Project and/or the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and

management of all employees located at the Premises as required by law by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities. Such programs may include, without limitation: (i) restrictions on the number of peak-hour vehicle trips generated by Tenant; (ii) increased vehicle occupancy; (iii) implementation of an in-house ridesharing program and an employee transportation coordinator; (iv) working with employees and any Project, Building or area-wide ridesharing program manager; (v) instituting employer-sponsored incentives (financial or in-kind) to encourage employees to rideshare; and (vi) utilizing flexible work shifts for employees.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

HCP LIFE SCIENCE REIT, INC.,
a Maryland corporation

By: /s/ Scott Bohn
Name: Scott Bohn
Its: Vice President

TENANT:

NKARTA, INC.,
a Delaware corporation

By: /s/ Paul Hastings
Name: Paul Hastings
Its: CEO

By: _____
Name:
Its:

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "**First Amendment**") is made and entered into as of April 24, 2019, by and between **HCP LIFE SCIENCE REIT, INC.**, a Maryland corporation ("**Landlord**"), and **NKARTA, INC.**, a Delaware corporation - ("**Tenant**").

RECITALS:

A. Landlord and Tenant entered into that certain Lease dated May 29, 2018 (the "**Lease**"), whereby Landlord leased to Tenant and Tenant leased from Landlord those certain premises consisting of approximately 7,163 rentable square feet ("**Existing Premises**") commonly known as Suite 102 on the first (1st) floor of the building located at 6000 Shoreline Court, South San Francisco, California ("**Building**").

B. Landlord and Tenant desire (i) to extend the Lease Term of the Lease, (ii) to expand the Existing Premises to include that certain space consisting of approximately 13,772 rentable square feet of space in Suite 204 on the second (2nd) floor of the Building (the "**Expansion Premises**"), as delineated on **Exhibit A** attached hereto and made a part hereof, and (iii) to make other modifications to the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms**. All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this First Amendment.

2. **Modification of Premises**. Effective as of the date (the "**Expansion Commencement Date**") which is the earlier to occur of (i) the date upon which Tenant first commences to conduct business in the Expansion Premises, and (ii) the later of May 1, 2019 and the Delivery Date (defined below), Tenant shall lease from Landlord and Landlord shall lease to Tenant the Expansion Premises. Consequently, effective upon the Expansion Commencement Date, the Existing Premises shall be increased to include the Expansion Premises. The addition of the Expansion Premises to the Existing Premises shall, effective as of the Expansion Commencement Date, increase the size of the Premises to approximately 20,935 rentable square feet. The Existing Premises and the Expansion Premises may hereinafter collectively be referred to as the "**Premises**". Landlord represents that the Expansion Premises are currently vacant and available for delivery to Tenant.

3. **Lease Term; Option Term**.

3.1. **Expansion Term**. Landlord and Tenant acknowledge that Tenant's lease of the Existing Premises is scheduled to expire on May 31, 2025, pursuant to the terms of the Lease. Notwithstanding anything to the contrary in the Lease, the Lease Term with respect to the entire Premises is hereby extended for a period of approximately eighty-four (84) months, commencing on the Expansion Commencement Date and expiring on the eighty-fourth (84th) "Expansion Month", as that term is defined below (the "**Expansion Expiration Date**"), unless sooner terminated as provided in the Lease, as hereby amended. The period of time commencing on the Expansion Commencement Date and terminating on the Expansion Expiration Date, shall be referred to herein as the "**Expansion Term**." For purposes of the Expansion Term, the term "**Expansion Month**" shall mean each succeeding calendar month during the Expansion Term; provided that the first Expansion Month shall commence on the Expansion Commencement Date and the last expansion month shall end on the day immediately preceding the eighty-four (84) month anniversary following the Expansion Commencement Date or if the Expansion Commencement Date shall be other than the first day of a calendar month, then the last day of the month in which the eighty-four (84) month anniversary occurs.

3.2. **Option Term**. The terms of Section 2.2 of the Lease shall continue to apply to the Premises, as expanded by the Expansion Premises, provided that (i) the "Option Term", as defined in Section 2.2.1 of the Lease, shall be for a period of seven (7) years (and not five (5) years as set forth therein), and (ii) all references in such Section 2.2 to (a) the "initial Lease Term" shall be deemed to refer to the end of the Expansion Term, and (b) and "Lease Term" shall be deemed to refer to the Expansion Term.

4. **Base Rent**.

4.1. **Existing Premises**. Notwithstanding anything to the contrary in the Lease as hereby amended, prior to June 1, 2025, Tenant shall continue to pay Base Rent for the Existing Premises in accordance with the terms of the Lease. Commencing on June 1, 2025, continuing throughout the Expansion Term, Tenant shall pay to Landlord monthly installments of Base Rent for the Existing Premises as follows and otherwise in accordance with the terms of the Lease:

Expansion Months	Annualized Base Rent	Monthly Installment of Base Rent	Approximate Monthly Rental Rate per Rentable Square Foot
June 1, 2025-Expansion Expiration Date	$557,736.24	$46,478.02	$ 6.49

4.2. **Expansion Premises**. Commencing on the Expansion Commencement Date and continuing throughout the Expansion Term, Tenant shall pay to Landlord monthly installments of Base Rent for the Expansion Premises as follows, and otherwise in accordance with the terms of the Lease:

Expansion Months	Annual Base Rent	Monthly Installment of Base Rent	Approximate Monthly Rental Rate per Rentable Square Foot
Expansion Month 1	$ 0	$ 0	N/A
Expansion Months 2 - 12	$ 872,346.02	$72,695.50	$ 5.2785
Expansion Months 13 – 24	$ 902,870.28	$75,239.19	$ 5.4632
Expansion Months 25 - 36	$ 934,485.29	$77,873.77	$ 5.6545
Expansion Months 37 - 48	$ 967,191.03	$80,599.25	$ 5.8524
Expansion Months 49 - 60	$1,001,037.10	$83,419.76	$ 6.0572
Expansion Months 61 - 72	$1,036,073.07	$86,339.42	$ 6.2692
Expansion Month 73–Expansion Expiration Date	$1,072,331.99	$89,361.00	$ 6.4886

On or before the Expansion Commencement Date, Tenant shall pay to Landlord the Base Rent payable for the Expansion Premises for the first full month of the Expansion Term.

5. **Tenant's Share of Direct Expenses**. Prior to and continuing throughout the Expansion Term, Tenant shall pay Tenant's Share of all Direct Expenses which arise or accrue with respect to the Existing Premises during such period in accordance with the terms of the Lease. Commencing on the Expansion Commencement Date and continuing through and including the Expansion Expiration Date, Tenant shall pay Tenant's share of all Direct Expenses which arise or accrue with respect to the Expansion Premises during such period in accordance with the terms of the Lease, provided that with respect to the calculation of Tenant's Share of Direct Expenses effective as of the Expansion Commencement Date, Tenant's Share with respect to all of the Premises shall equal 15.35%.

6. **Improvements**. Except as specifically set forth herein, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Expansion Premises, and Tenant shall accept the Expansion Premises in its presently existing, "as-is" condition, provided that Landlord shall deliver the Expansion Premises to Tenant fully decommissioned in good, vacant, broom clean condition, and otherwise in the same condition as of the date of this First Amendment, in compliance with all Applicable Laws, with the roof water-tight and shall cause the plumbing, electrical systems, fire sprinkler system, lighting, and all other Building systems serving the Expansion Premises to be in good operating

condition and repair on or before the Delivery Date. Additionally, Tenant acknowledges that it shall continue to accept the Existing Premises in its presently existing "as-is" condition, and Landlord shall not be obligated to provide or pay for any improvement work related to the improvement of the Existing Premises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Existing Premises, the Expansion Premises, or the Building or with respect to the suitability of any of the foregoing for the conduct of Tenant's business in the Existing Premises or the Expansion Premises.

7. **Warranty**. Landlord shall, at Landlord's sole cost and expense (which shall not be deemed an Operating Expense), repair or replace any failed or inoperable portion of the HVAC systems, plumbing, electrical systems, fire sprinkler system, lighting, and all other building systems serving the Existing Premises during the period from the Expansion Commencement Date through May 30, 2020 ("**Warranty Period**"), provided that the need to repair or replace was not caused by the misuse, misconduct, damage, destruction, omissions, and/or negligence of Tenant, its subtenants and/or assignees, if any, or any company which is acquired, sold or merged with Tenant (collectively, "**Tenant Damage**"), or by any modifications, Alterations or improvements constructed by or on behalf of Tenant. Landlord shall coordinate any such work with Tenant and shall utilize commercially reasonable efforts to perform the same in a manner designed to minimize interference with Tenant's use of the Premises. To the extent repairs which Landlord is required to make pursuant to this Section 7 are necessitated in part by Tenant Damage, then Tenant shall reimburse Landlord for an equitable proportion of the cost of such repair.

8. **Broker**. 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 First Amendment other than CBRE, Inc. (the "**Broker**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this First Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Broker. The terms of this Section 7 shall survive the expiration or earlier termination of the term of the Lease, as hereby amended.

9. **Parking**. Effective as of the Expansion Commencement Date and continuing throughout the Expansion Term, Tenant shall be entitled to rent up to forty-one (41) unreserved parking passes (i.e., three (3) unreserved parking passes per 1,000 rentable square feet of the Expansion Premises) in connection with Tenant's lease of the Expansion Premises (the "**Expansion Parking Passes**"), subject to and in accordance with the terms of the Lease.

10. **Emergency Generator**. Landlord and Tenant hereby acknowledge that Tenant shall have the right to increase its use of the Emergency Generator in the Premises, as expanded by the Expansion Premises, subject to and in accordance with Section 6.5 of the Lease.

11. **Increase in L-C Amount**. The "L-C", as that term is defined in Section 21.1 of the Lease, currently held by Landlord is in the amount of $89,812.60. In connection with this

First Amendment, Landlord and Tenant herby agree that the L-C Amount shall be increased by an amount equal to One Hundred Seventy-Eight Thousand Seven Hundred Twenty-Two Dollars ($178,722.00). As as of the date of this First Amendment, the L-C Amount shall be equal to a new total amount of Two Hundred Sixty-Eight Thousand Five Hundred Thirty-Four and 60/100 Dollars ($268,534.60) (the "**New L-C Amount**"). Accordingly, concurrently with Tenant's execution and delivery of this First Amendment to Landlord, Tenant shall provide Landlord with an amendment to the L-C (in form and content reasonably acceptable to Landlord) in order that the L-C, as amended, is in the New L-C Amount.

12. **Certified Access Specialist**. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Expansion 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: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp designated by Landlord, subject to Landlord's reasonable rules and requirements; and (b) pursuant to Article 24 of the Lease, but subject to Section 10.2 of the Lease, Tenant, at its sole cost and expense, shall be responsible for making any repairs within the Expansion Premises to correct violations of construction-related accessibility standards and if anything done by or for Tenant in its use or occupancy of the Expansion Premises shall require any repairs to the Building or Project (outside the Expansion Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such improvements or repairs.

13. **No Further Modification; Conflict**. Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall apply with respect to the Expansion Premises and shall remain unmodified and in full force and effect. In the event of a conflict between the Lease and this First Amendment, the terms of this First Amendment shall prevail.

14. **Use**. In addition to the uses set forth in Section 7 of the Summary of Basic Lease Information, Tenant shall also be permitted to use the Premises for GMP manufacturing.

15. **No Deed of Trust**. Landlord hereby represents and warrants to Tenant that the Project is not currently subject to any ground lease, or to the lien of any mortgage or deed of trust.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first above written.

"LANDLORD"

HCP LIFE SCIENCE REIT, INC., a
Maryland corporation

/s/ Scott Bohn
By: _____
Name: Scott Bohn
Its: Senior Vice President

"TENANT"

NKARTA, INC.,
a Delaware corporation

/s/ Paul Hastings
By: _____
Name: Paul Hastings
Its: CEO

EXHIBIT A

OUTLINE OF EXPANSION PREMISES

EXHIBIT B

TENANT WORK LETTER

SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made and entered into as of May 5, 2020, by and between **HCP LIFE SCIENCE REIT, INC.**, a Maryland corporation ("**Landlord**"), and **NKARTA, INC.**, a Delaware corporation ("**Tenant**").

R E C I T A L S :

A. Landlord and Tenant entered into that certain Lease dated May 29, 2018 (the "**Original Lease**"), as amended by that certain First Amendment to Lease dated April 24, 2019 (the "**First Amendment**" and together with the Original Lease, the "**Lease**"), whereby Landlord leased to Tenant and Tenant leased from Landlord those certain premises containing approximately 20,935 rentable square feet (collectively, the "**Existing Premises**") consisting of that certain space containing 7,163 rentable square feet commonly known as Suite 102 on the first (1st) floor of the building located at 6000 Shoreline Court, South San Francisco, California ("**Building**"), and that certain space approximately 13,772 rentable square feet of space commonly known as Suite 204 on the second (2nd) floor of the Building.

B. Landlord and Tenant desire (i) to extend the Lease Term of the Lease, (ii) to expand the Existing Premises to include that certain space consisting of approximately 7,534 rentable square feet of space in Suite 325 on the third (3rd) floor of the Building (the "**Second Expansion Premises**"), as delineated on **Exhibit A** attached hereto and made a part hereof, and (iii) to make other modifications to the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms**. All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Second Amendment.

2. **Modification of Premises**. Effective as of the date (the "**Second Expansion Commencement Date**") which is the earlier to occur of (i) the date upon which Tenant first commences to conduct business in the Second Expansion Premises, and (ii) the date upon which the Second Expansion Premises are "Ready for Occupancy" (as that term is defined in the Tenant Work Letter), Tenant shall lease from Landlord and Landlord shall lease to Tenant the Second Expansion Premises. Consequently, effective upon the Second Expansion Commencement Date, the Existing Premises shall be increased to include the Second Expansion Premises. The addition of the Second Expansion Premises to the Existing Premises shall, effective as of the Second Expansion Commencement Date, increase the size of the Premises to approximately 28,469 rentable square feet. The Existing Premises and the Second Expansion Premises may hereinafter collectively be referred to as the "**Premises**".

3. **Lease Term; Option Term**.

3.1. **Second Expansion Term**. Landlord and Tenant acknowledge that Tenant's lease of the Existing Premises is scheduled to expire on April 30, 2026, pursuant to the terms of the Lease. Notwithstanding anything to the contrary in the Lease, the Lease Term with respect to the entire Premises is hereby extended for a period of approximately ninety-six (96) months, commencing on the Second Expansion Commencement Date and expiring on the last day of the ninety-sixth (96th) "Second Expansion Month", as that term is defined below (the "**Second Expansion Expiration Date**"), unless sooner terminated as provided in the Lease, as hereby amended. The period of time commencing on the Second Expansion Commencement Date and terminating on the Second Expansion Expiration Date, shall be referred to herein as the "**Second Expansion Term**." For purposes of the Second Expansion Term, the term "**Second Expansion Month**" shall mean each succeeding calendar month during the Second Expansion Term; provided that the first Second Expansion Month shall commence on the Second Expansion Commencement Date and the last Second Expansion Month shall end on the day immediately preceding the ninety- six (96) month anniversary following the Second Expansion Commencement Date or if the Second Expansion Commencement Date shall be other than the first day of a calendar month, then the last day of the month in which the ninety-six (96) month anniversary occurs.

3.2. **Option Term**. The terms of Section 2.2 of the Lease (as modified by Section 3.2 of the First Amendment) shall continue to apply to the entire Premises, as expanded by the Second Expansion Premises, provided that all references in such Section 2.2 to (a) the "initial Lease Term" shall be deemed to refer to the end of the Second Expansion Term, (b) and "Lease Term" shall be deemed to refer to the Second Expansion Term, and (c) Tenant hereby acknowledges that such right shall apply to the entire Premises only (i.e., the Existing Premises together with the Second Expansion Premises) and not a portion thereof.

4. **Base Rent**.

4.1. **Existing Premises**. Notwithstanding anything to the contrary in the Lease as hereby amended, prior to May 1, 2026, Tenant shall continue to pay Base Rent for the Existing Premises in accordance with the terms of the Lease. Commencing on May 1, 2026, continuing throughout the Second Expansion Term, Tenant shall pay to Landlord monthly installments of Base Rent for the Existing Premises as follows and otherwise in accordance with the terms of the Lease:

Period During Second Expansion Term	Annualized Base Rent	Monthly Installment of Base Rent	Approximate Monthly Rental Rate per Rentable Square Foot
May 1, 2026 - April 30, 2027	$1,700,712.16	$141,726.01	$ 6.77
May 1, 2027 - April 30, 2028	$1,760,237.08	$146,686.42	$ 7.01
May 1, 2028 - Second Expansion Expiration Date	$1,821,845.38	$151,820.45	$ 7.25

4.2. **Second Expansion Premises**. Commencing on the Second Expansion Commencement Date and continuing throughout the Second Expansion Term, Tenant shall pay to Landlord monthly installments of Base Rent for the Second Expansion Premises as follows, and otherwise in accordance with the terms of the Lease:

Second Expansion Months	Annual Base Rent	Monthly Installment of Base Rent	Approximate Monthly Rental Rate per Rentable Square Foot
Second Expansion Months 1 - 3	$ 0	$ 0	N/A
Second Expansion Months 4 - 12	$515,325.60	$42,943.80	$ 5.70
Second Expansion Months 13 - 24	$533,362.00	$44,446.83	$ 5.90
Second Expansion Months 25 - 36	$552,029.67	$46,002.47	$ 6.11
Second Expansion Months 37 - 48	$571,350.70	$47,612.56	$ 6.32
Second Expansion Months 49 - 60	$591,347.98	$49,279.00	$ 6.54
Second Expansion Months 61 - 72	$612,045.16	$51,003.76	$ 6.77
Second Expansion Months 73 - 84	$633,466.74	$52,788.89	$ 7.01
Second Expansion Month 85 - Second Expansion Expiration Date	$655,638.07	$54,636.51	$ 7.25

On or before the Second Expansion Commencement Date, Tenant shall pay to Landlord the Base Rent payable for the Second Expansion Premises for the first full month of the Second Expansion Term.

5. **Tenant's Share of Direct Expenses**. Prior to and continuing throughout the Second Expansion Term, Tenant shall pay Tenant's Share of all Direct Expenses which arise or accrue with respect to the Existing Premises during such period in accordance with the terms of the Lease. Commencing on the Second Expansion Commencement Date and continuing through and including the Second Expansion Expiration Date, Tenant shall pay Tenant's share of all Direct Expenses which arise or accrue with respect to the Second Expansion Premises during such period in accordance with the terms of the Lease, provided that with respect to the calculation of Tenant's Share of Direct Expenses effective as of the Second Expansion Commencement Date, Tenant's Share with respect to all of the Premises shall equal 20.9%.

6. **Improvements**. Except as specifically set forth herein, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Second Expansion Premises, and Tenant shall accept the Second Expansion Premises in its presently existing, "as-is" condition, provided that Landlord shall deliver the Second Expansion Premises to Tenant fully decommissioned in good, vacant, broom clean condition, and otherwise in the same condition as of the date of this Second Amendment, in compliance with all Applicable Laws, with the roof water-tight and shall cause the plumbing, electrical systems, fire sprinkler system, lighting, emergency generators, and all other Building systems serving the Second Expansion Premises to be in good operating condition and repair on or before the Second Expansion Commencement Date. Additionally, Tenant acknowledges that it shall continue to accept the Existing Premises in its presently existing "as-is" condition, and Landlord shall not be obligated to provide or pay for any improvement work related to the improvement of the Existing Premises. Tenant also acknowledges that, except as expressly set forth herein, neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Existing Premises, the Second Expansion Premises, or the Building or with respect to the suitability of any of the foregoing for the conduct of Tenant's business in the Existing Premises or the Second Expansion Premises.

7. **Warranty**. Landlord shall, at Landlord's sole cost and expense (which shall not be deemed an Operating Expense), repair or replace any failed or inoperable portion of the HVAC systems, plumbing, electrical systems, fire sprinkler system, lighting, and all other Building systems serving the Second Expansion Premises during the first twelve (12) Second Expansion Months ("**Warranty Period**"), provided that the need to repair or replace was not caused by the misuse, misconduct, damage, destruction, omissions, and/or negligence of Tenant, its subtenants and/or assignees, if any, or any company which is acquired, sold or merged with Tenant

(collectively, "**Tenant Damage**"), or by any modifications, Alterations or improvements constructed by or on behalf of Tenant (but excluding the Tenant Improvements). Landlord shall coordinate any such work with Tenant and shall utilize commercially reasonable efforts to perform the same in a manner designed to minimize interference with Tenant's use of the Premises. To the extent repairs which Landlord is required to make pursuant to this Section 7 are necessitated in part by Tenant Damage, then Tenant shall reimburse Landlord for an equitable proportion of the cost of such repair.

8. **Broker**. 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 Second Amendment other than CBRE, Inc. (the "**Broker**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Second Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Broker. The terms of this Section 8 shall survive the expiration or earlier termination of the term of the Lease, as hereby amended.

9. **Parking**. Effective as of the Second Expansion Commencement Date and continuing throughout the Second Expansion Term, Tenant shall be entitled to rent up to twenty- two (22) unreserved parking passes (i.e., three (3) unreserved parking passes per 1,000 rentable square feet of the Second Expansion Premises) in connection with Tenant's lease of the Second Expansion Premises (the "**Second Expansion Parking Passes**"), subject to and in accordance with the terms of the Lease.

10. **Emergency Generator**. Landlord and Tenant hereby acknowledge that Tenant shall have the right to increase its use of the Emergency Generator in the Premises, as expanded by the Second Expansion Premises, subject to and in accordance with Section 6.5 of the Lease.

11. **Increase in L-C Amount**. The "L-C", as that term is defined in Section 21.1 of the Lease, currently held by Landlord is in the amount of $268,534.60. In connection with this Second Amendment, Landlord and Tenant herby agree that the L-C Amount shall be increased by an amount equal to $144,379.32. As of the date of this Second Amendment, the L-C Amount shall be equal to a new total amount of $412,913.92 (the "**New L-C Amount**"). Accordingly, concurrently with Tenant's execution and delivery of this Second Amendment to Landlord, Tenant shall provide Landlord with an amendment to the L-C (in form and content reasonably acceptable to Landlord) in order that the L-C, as amended, is in the New L-C Amount.

12. **Building Top Signage**. Following the Second Expansion Commencement Date, subject to the terms of this Section 12. Tenant's Signage may, at the option of Tenant, be expanded to include one (1) non-exclusive, exterior Building top sign on the South facing elevation of the Building reasonably approved by Landlord, and subject to approval of the applicable governmental authority (such sign, the "**Building Top Signage**"). With respect to the Building Top Signage, Tenant must exercise its right to such Building Top Signage by delivering written notice (the "**Building Top Signage Notice**") to Landlord prior to July 31, 2024 (the "**Building Top Signage Expiration Date**"), and in the event Tenant does not deliver such Building Top Signage Notice

prior to the Building Top Signage Expiration Date, then Tenant shall forfeit all rights to the Building Top Signage. Notwithstanding the foregoing, if at any time prior to the Building Top Signage Expiration Date, exterior Building top signage space becomes available on the West facing elevation of the Building, Tenant may, at the option of Tenant, elect to install the Building Top Signage on the West facing elevation of the Building (instead of the South facing elevation of the Building) by timely delivery of the Building Top Signage Notice, or, if applicable, relocate the Building Top Signage from the South facing elevation of the Building to the West facing elevation of the Building upon written notice to Landlord prior to the Building Top Signage Expiration Date. Landlord shall endeavor to provide written notice with respect to the availability of any space on the West facing elevation of the Building prior to the Building Top Signage Expiration Date, and Landlord shall respond to written inquiries from Tenant with respect to any availability of such space on the West facing elevation of the Building prior to the Building Top Signage Expiration Date. Landlord and Tenant hereby acknowledge and agree that notwithstanding any provision to the contrary contained herein, Tenant shall have no express right to install Building Top Signage after the Building Top Signage Expiration Date or relocate any previously installed Building Top Signage to the West facing elevation of the Building following the Building Top Signage Expiration Date. If installed, even if relocated, such Building Top Signage shall be subject to all of the terms and conditions set forth in Section 23.1 of the Original Lease which is applicable to Tenant's Signage (including, without limitation, that such Building Top Signage is in keeping with the quality, design and style of the Building and Project) Tenant hereby acknowledges that, notwithstanding any approval by Landlord of the Building Top Signage, Landlord has made no representation or warranty to Tenant with respect to the probability of obtaining all necessary governmental approvals and permits for the Building Top Signage. In the event Tenant does not receive the necessary governmental approvals and permits for Building Top Signage, Tenant's and Landlord's rights and obligations under the remaining terms and conditions of the Lease shall be unaffected.

13. **Certified Access Specialist**. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Second Expansion Premises have not undergone inspection by a Certified Access Specialist (CASp).

14. **No Further Modification; Conflict**. Except as set forth in this Second Amendment, all of the terms and provisions of the Lease shall apply with respect to the Second Expansion Premises and shall remain unmodified and in full force and effect. In the event of a conflict between the Lease and this Second Amendment, the terms of this Second Amendment shall prevail.

15. **No Deed of Trust**. Landlord hereby represents and warrants to Tenant that the Project is not currently subject to any ground lease, or to the lien of any mortgage or deed of trust.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written.

"**LANDLORD**"

HCP LIFE SCIENCE REIT, INC., a Maryland corporation

By: /s/ Scott Bohn
Name: Scott Bohn
Its: Senior Vice President

"**TENANT**"

NKARTA, INC., a Delaware corporation

By: /s/ Paul Hastings
Name: Paul Hastings
Date: CEO

By: _____
Name:
Date:

EXHIBIT A

OUTLINE OF SECOND EXPANSION PREMISES

[***]

EXHIBIT B

TENANT WORK LETTER

[***]

SCHEDULE 1

LANDLORD'S PRELIMINARY PLAN

[***]

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated April 17, 2020, in the Registration Statement (Form S-1) and related Prospectus of Nkarta, Inc. for the registration of shares of its common stock.

/s/ Ernst & Young LLP

Redwood City, California
June 19, 2020