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As filed with the Securities and Exchange Commission on April 27, 2018.

Registration No. 333-

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

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

SCHOLAR ROCK HOLDING CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**2836**	**82-3750435**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

620 Memorial Drive, 2nd Floor
Cambridge, MA 02139
(857) 259-3860
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Nagesh K. Mahanthappa
President and Chief Executive Officer
620 Memorial Drive, 2nd Floor
Cambridge, MA 02139
(857) 259-3860
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Kingsley L. Taft **Laurie A. Burlingame** **Goodwin Procter LLP** **100 Northern Ave.** **Boston, MA 02210** **(617) 570-1000**	**Junlin Ho** **Scholar Rock Holding Corporation** **620 Memorial Drive, 2nd Floor** **Cambridge, MA 02139** **(857) 259-3860**	**Marc A. Recht** **Brent B. Siler** **Nicole C. Brookshire** **Alison A. Haggerty** **Cooley LLP** **500 Boylston St.** **Boston, MA 02116** **(617) 937-2300**

Approximate date of commencement of proposed sale to the public:
As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, 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 o	Accelerated Filer o	Non-Accelerated Filer ☒ (Do not check if a smaller reporting company)	Smaller Reporting Company o 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
Common Stock, par value $0.001 per share	$75,000,000	$9,337.50

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

(2) Includes the offering price of shares that the underwriters may purchase pursuant to an option to purchase additional shares.

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 that 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 this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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SUBJECT TO COMPLETION, DATED APRIL 27, 2018

PRELIMINARY PROSPECTUS

Shares

SCHOLAR ROCK

Scholar Rock Holding Corporation

Common Stock

We are offering shares of our common stock. This is our initial public offering and no public market currently exists for our common stock. We anticipate that the initial public offering price will be between $ and $ per share. We have applied to list our common stock on The Nasdaq Global Market under the symbol "SRRK."

Investing in our common stock involves risks. See "Risk Factors" beginning on page 13 of this prospectus.

We are an "emerging growth company" as defined under U.S. federal securities laws and will be subject to reduced public company reporting requirements.

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

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions[(1)]	$	$
Proceeds, before expenses, to us	$	$

(1) See "Underwriting" beginning on page 169 of this prospectus for additional information regarding total underwriter compensation.

Delivery of the shares of common stock is expected to be made on or about , 2018. We have granted the underwriters an option for a period of 30 days from the date of this prospectus to purchase additional shares of our common stock. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be $, and the total proceeds to us, before expenses, will be $.

Joint Book-Running Managers

Jefferies **Cowen** **BMO Capital Markets**

Co-Manager

Wedbush PacGrow

Prospectus date , 2018

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We and the underwriters have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may provide you. We are offering to sell, and seeking offers to buy, shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the common stock.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. Before investing in our common stock, you should carefully read this entire prospectus, including our consolidated financial statements and the related notes included elsewhere in this prospectus and the section titled "Risk Factors." As used in this prospectus, unless the context otherwise requires, references to the "company," "we," "us" and "our" refer to Scholar Rock Holding Corporation together with its consolidated subsidiaries.

Overview

We are a biopharmaceutical company focused on the discovery and development of innovative medicines for the treatment of serious diseases in which signaling by protein growth factors plays a fundamental role. Our newly elucidated understanding of the molecular mechanisms of growth factor activation enabled us to develop a proprietary platform for the discovery and development of monoclonal antibodies that locally and selectively target these signaling proteins at the cellular level. We believe this approach, acting in the disease microenvironment, avoids the historical challenges associated with inhibiting growth factors for therapeutic effect. We believe our focus on biologically validated growth factors may facilitate a more efficient development path. We are advancing our lead product candidate, SRK-015, a selective first-in-class inhibitor of the activation of the growth factor myostatin in skeletal muscle, into clinical development for the treatment of spinal muscular atrophy, or SMA. We expect to initiate a Phase 1 clinical trial in the second quarter of 2018. Utilizing our proprietary platform, we are also creating a pipeline of novel product candidates with the potential to transform the lives of patients suffering from a wide range of serious diseases, including other neuromuscular disorders, cancer, fibrosis and anemia.

Our Approach and Proprietary Platform

Our proprietary platform is designed to discover and develop monoclonal antibodies that have a high degree of specificity to achieve selective modulation of growth factor signaling. Growth factors are naturally occurring proteins that typically act as signaling molecules between cells and play a fundamental role in regulating a variety of normal cellular processes, including cell growth and differentiation. Current therapeutic approaches to treating diseases in which growth factors play a fundamental role involve directly targeting an active growth factor or its receptor systemically throughout the body and have suffered from a variety of shortcomings:

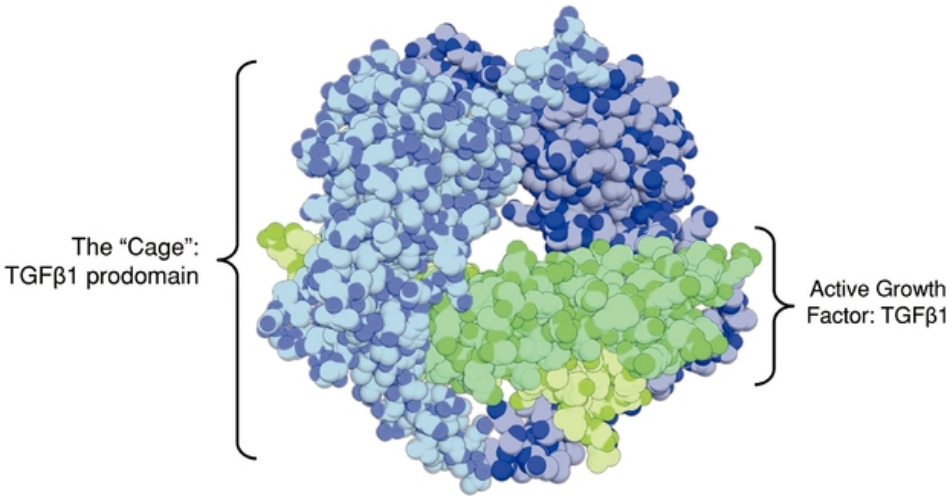
- multiple growth factors often signal through the same or overlapping sets of related receptors, making it difficult to specifically modulate one pathway over another;
- members of the same growth factor superfamily share considerable structural similarities, making it difficult to achieve specific inhibition of the targeted growth factor; this can result in broad systemic inhibition that can cause undesirable, and in many cases toxic, side effects; and
- systemic and nonselective inhibition of a growth factor can block the growth factor's role in the disease process, but can also simultaneously interfere with its normal physiological roles.

Our innovative approach is rooted in our structural biology insights into the mechanism by which certain growth factors are activated in close proximity to the cell surface, which we refer to as "supracellular activation." We integrate these insights with sophisticated protein expression, assay development and monoclonal antibody discovery capabilities. We believe our proprietary platform can address the challenges of current therapeutic approaches to treating diseases in which growth factors play a fundamental role by:

- targeting the natural activation mechanism to prevent activation of the growth factor rather than attempting to inhibit the growth factor after activation;
- achieving heightened specificity for the targeted growth factor while minimizing interactions with structurally similar and related growth factors, thereby reducing the risk of unintended systemic adverse events; and

- § targeting the disease microenvironment, where we believe we can interfere with the disease process while minimizing the effects on the normal physiological processes mediated by the same growth factors.

Unlike many other proteins that are produced and secreted by cells in a mature, or active, form, many growth factors are expressed by cells in a precursor, or latent, form. For example, TGFb1 is produced by cells as a single protein which is then enzymatically processed by the cells into two distinct and physically separated domains — the mature growth factor and the remaining portion of the original protein, referred to as the prodomain — which remain associated as part of a complex. This secreted complex is latent, or inactive, and must first be activated to carry out its normal function in a highly localized tissue or disease microenvironment. In a seminal peer-reviewed publication in 2011, Timothy A. Springer, Ph.D., one of our co-founders, elucidated a new understanding of the mechanism of supracellular activation as it applies to members of the TGFb superfamily, by solving a high resolution x-ray crystal structure of this latent form of TGFb1, as illustrated in the graphic below.



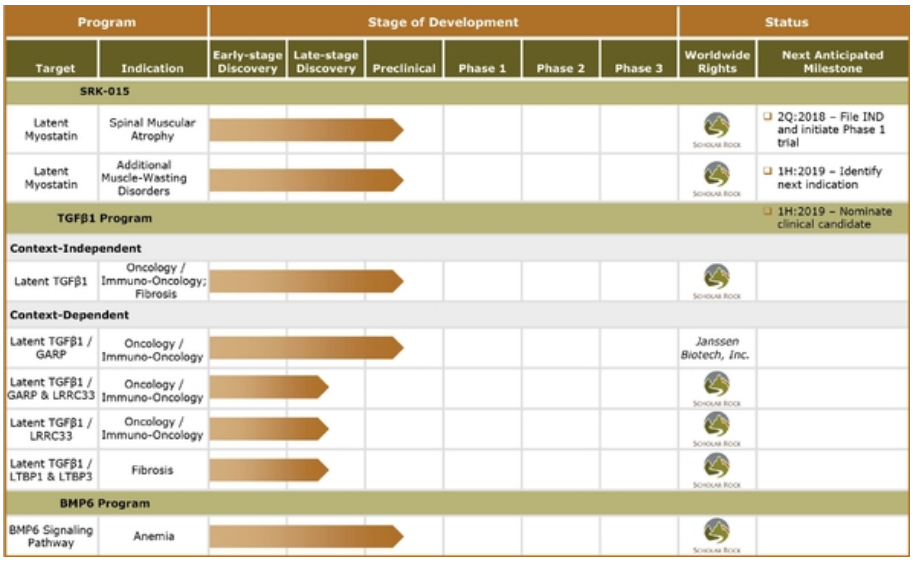
Structural representation of the latent form of TGFb1 wherein the prodomain wraps around the active growth factor.

This research explained at a molecular level why the secreted form of TGFb1 is inactive. The prodomain, though physically separated from the mature growth factor domain, forms a "cage" around the active form of TGFb1, blocking the growth factor from signaling through its receptor. Only when the cage is "unlocked" by a supracellular activation event can the growth factor be released and mediate its effects in the local microenvironment. Dr. Springer further hypothesized that this phenomenon likely holds true for most members of the TGFb superfamily, though the exact nature of the activation event, such as integrin binding or enzymatic cleavage, may differ among members of the superfamily. Importantly, while many growth factors are structurally very similar, their cages are structurally diverse, and this provides the basis for our approach to improved selectivity.

Our Pipeline Programs

Using our innovative approach and proprietary platform, we are creating a pipeline of novel product candidates that selectively inhibit the supracellular activation of growth factors believed to be important drivers in a variety of diseases, including neuromuscular disorders, cancer, fibrosis and anemia. Our proprietary platform includes (i) our know-how expressing and purifying latent protein growth factor

complexes in quantity and quality sufficient to enable antibody discovery; (ii) strategies to identify rare antibodies that selectively bind targeted latent protein growth factor complexes; and (iii) assays developed by us in which to test the highly selective antibodies' ability to modulate the activation of specific latent growth factors. In addition to such know-how, our proprietary platform is covered by two patent families, with issued patents projected to expire in 2034. We have worldwide rights to our proprietary platform and all of our product candidates, with the exception of certain early-stage antibodies that specifically inhibit the activation of TGFb1 in the context of regulatory T cells, which we licensed to Janssen Biotech, Inc., or Janssen, a subsidiary of Johnson & Johnson.



Our Lead Product Candidate and Additional Programs

SRK-015

We are advancing our lead antibody product candidate, SRK-015, a first-in-class inhibitor of the activation of myostatin, into clinical development for the treatment of SMA. Myostatin is a negative regulator of muscle mass expressed primarily in skeletal muscle tissue and a member of the transforming growth factor beta, or TGFb, superfamily, a group of more than 30 related growth factors that mediate diverse biological processes. Vertebrate animals that lack the myostatin gene display increased muscle mass and strength relative to their normal counterparts, but are otherwise healthy. We believe inhibition of the activation of myostatin may promote a clinically meaningful increase in muscle mass and strength. As a result, we have focused our initial development efforts for SRK-015 on the treatment of SMA. SMA is a rare, and often fatal, genetic disorder that typically manifests in young children, characterized by atrophy of the voluntary muscles of the limbs and trunk and dramatically reduced normal neuromuscular function. An estimated 30,000 to 35,000 patients suffer from SMA in the United States and Europe. In preclinical studies, we observed that SRK-015 promoted increased muscle mass and strength, while selectively avoiding interaction with other closely related growth factors that play distinctly different physiological roles. We believe that SRK-015 has the potential to be the first muscle-directed therapy to reverse or prevent muscle atrophy in SMA patients and could be used both as a monotherapy or in conjunction with the current standard of care. In March 2018, we filed an Investigational New Drug application, or IND, with the U.S. Food and Drug Administration, or FDA, for SRK-015, and in April, 2018, the FDA notified us that our Phase 1 first-in-human clinical trial of SRK-015 may proceed. We plan to commence our Phase 1 clinical

trial in the second quarter of 2018. The FDA has granted orphan drug designation for SRK-015 for the treatment of SMA.

TGFb1

Our second antibody program is focused on the discovery and development of highly specific inhibitors of the activation of TGFb1. TGFb1 is also a member of the TGFb superfamily, and increased signaling by TGFb1 is a key driver of a number of disease-relevant processes, including tissue and organ fibrosis, immune system evasion by cancer cells, and bone marrow fibrosis associated with hematological disorders. Historically, selectively targeting TGFb1 has been challenging due to off-target inhibition of other, closely related growth factors, TGFb2 and TGFb3. Pan-TGFb inhibition has been associated with a range of toxicities, most notably cardiac toxicity. In preclinical studies of our antibodies, we have observed inhibition of TGFb1 activation *in vitro* and immunomodulatory and antifibrotic activity in multiple disease models *in vivo*. In addition, we have completed a 28-day pilot toxicology study of our leading antibody and, to date, we have not observed any drug-related toxicity. In the same study, we tested pan-TGFb inhibitors and observed the toxicities, including cardiac toxicity that have been observed by others. We are actively evaluating a limited number of our selective inhibitors of the activation of TGFb1 in multiple disease models, and we intend to nominate a clinical candidate to initially pursue in one or more of our currently targeted indications of oncology, immuno-oncology and fibrosis, by the first half of 2019.

BMP6

Our third antibody program targets the signaling of bone morphogenetic protein 6, or BMP6, another member of the TGFb superfamily, which is involved in a diverse set of biological processes in various parts of the body. For example, in the liver, BMP6 signaling is a key controller of the body's ability to regulate iron levels. Given BMP6's important role in iron metabolism, we believe that targeting BMP6 signaling in a liver-selective fashion presents the potential to address both iron-restricted anemias and iron overload conditions. In preclinical studies of our antibodies targeting BMP6 signaling in the liver, we have observed increased iron levels in the bloodstream of healthy animals and we are now evaluating a limited number of these antibodies in disease models of iron restriction.

Our Strategy

Using our proprietary platform to unlock the therapeutic potential of targeting growth factor signaling in the disease microenvironment, our goal is to deliver novel therapies to underserved patients suffering from a wide range of serious diseases, including neuromuscular disorders, cancer, fibrosis and anemia. To achieve this goal we plan to:

- rapidly advance our lead product candidate, SRK-015, through clinical proof-of-concept;
- advance our TGFb1 program into clinical development;
- explore additional indications for our existing and emerging product candidates;
- continue to leverage our proprietary platform to expand our pipeline beyond current lead programs;
- selectively seek strategic collaborations to maximize the value of our proprietary platform and pipeline; and
- attract and retain people that share our commitment to scientific excellence and a focus on patients.

We have worldwide rights to our proprietary platform and all of our product candidates and antibodies, with the exception of certain early-stage antibodies that specifically inhibit the activation of TGFb1 in the context of regulatory T cells, which we licensed to Janssen.

We have assembled an experienced management team, board of directors, scientific founders and advisory board who bring extensive industry experience to our company. The members of our team have deep experience in discovering, developing and commercializing therapeutics with a particular focus on rare diseases, having worked at companies such as Alnylam Pharmaceuticals, Inc., Avila Therapeutics, Inc.,

Biogen, Inc. and Dyax Corp. We were founded by internationally respected scientists, Drs. Timothy A. Springer and Leonard I. Zon of Harvard Medical School and Boston Children's Hospital.

Since our inception in 2012, we have raised over $100 million through convertible preferred stock financings. Our investors include ARCH Venture Partners, Cormorant Asset Management, EcoR1 Capital, Fidelity Management and Research Company, Invus, The Kraft Group, Polaris Partners, Redmile Group and Timothy A. Springer, Ph.D.

Risks Affecting Our Business

Our business is subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, cash flows and prospects that you should consider before making a decision to invest in our common stock. These risks are discussed more fully in the section titled "Risk Factors" beginning on page 13 of this prospectus, and include the following:

- We have limited operating history, have incurred net losses in every year since our inception and anticipate that we will continue to incur net losses in the future.
- We will require additional capital to fund our operations and if we fail to obtain necessary capital, we will not be able to complete the development and commercialization of SRK-015 and any future product candidates.
- Our business is highly dependent on the success of our lead product candidate, SRK-015, as well as any future clinical candidates that are generated from our other preclinical programs. All of our product candidates will require significant additional preclinical and clinical development before we may be able to seek regulatory approval for and launch a product commercially.
- Our approach to the discovery and development of innovative medicines for the treatment of serious diseases in which signaling by protein growth factors plays a fundamental role is based on our proprietary platform, which is unproven and may not result in marketable products.
- Clinical development involves a lengthy and expensive process, with an uncertain outcome. We may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of any product candidates.
- We face significant competition from other biotechnology and pharmaceutical companies, and our operating results will suffer if we fail to compete effectively.
- If we lose key management personnel, or if we fail to recruit additional highly skilled personnel, our ability to identify and develop new or next generation product candidates will be impaired, could result in loss of markets or market share and could make us less competitive.
- Our success depends in part on our ability to protect our intellectual property. It is difficult and costly to protect our proprietary rights and technology, and we may not be able to ensure their protection.
- We rely on third parties to conduct certain aspects of our preclinical studies and will rely on third parties to conduct our clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines or comply with regulatory requirements, we may not be able to obtain regulatory approval of or commercialize any potential product candidates.
- Our future collaborations will be important to our business. If we are unable to enter into new collaborations, or if these collaborations are not successful, our business could be adversely affected.

Corporate History

We were incorporated in 2017 under the laws of the state of Delaware as the holding company for Scholar Rock, Inc., a wholly owned subsidiary of Scholar Rock, LLC. Pursuant to the terms of a corporate reorganization that was completed on December 22, 2017, all of the equity interests in Scholar Rock, LLC were exchanged for the same number and class of newly issued securities of Scholar Rock Holding

Corporation and, as a result, Scholar Rock, LLC became a wholly owned subsidiary of Scholar Rock Holding Corporation. See the section titled "Restructuring" for additional information. Our principal executive offices are located at 620 Memorial Drive, 2nd Floor, Cambridge, MA 02139, and our phone number is (857) 259-3860. Our website address is http://www.scholarrock.com. The information contained in or accessible from our website is not incorporated into this prospectus, and you should not consider it part of this prospectus.

We own various U.S. federal trademark applications and unregistered trademarks, including our company name and our logo. All other trademarks or trade names referred to in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and trade names in this prospectus are referred to without the symbols ® and ™, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto.

Implications of Being an Emerging Growth Company

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, enacted in April 2012. For so long as we remain an emerging growth company, we are permitted and intend to rely on certain exemptions from various public company reporting requirements, including not being required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. In particular, in this prospectus, we have provided only two years of audited financial statements and have not included all of the executive compensation related information that would be required if we were not an emerging growth company. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

We will remain an emerging growth company until the earlier to occur of (1) the last day of 2023, (2) the last day of the fiscal year in which we have total annual gross revenues of at least $1.07 billion, (3) the last day of the fiscal year in which we are deemed to be a "large accelerated filer," under the rules of the U.S. Securities and Exchange Commission, or SEC, which means the market value of our equity securities that is held by non-affiliates exceeds $700 million as of the prior June 30th, and (4) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period.

In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an emerging growth company to delay the adoption of some accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of delayed adoption of new or revised accounting standards and, therefore, we will be subject to the same requirements to adopt new or revised accounting standards as other public companies that are not emerging growth companies.

THE OFFERING

Common stock offered by us	shares
Common stock to be outstanding immediately after this offering	shares
Option to purchase additional shares offered by us	shares
Use of proceeds	We estimate that we will receive net proceeds from the sale of shares of our common stock in this offering of approximately $ million, or $ million if the underwriters exercise their option to purchase additional shares in full, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, to fund research and development activities for SRK-015 through ; and to fund TGFb1, BMP6 and other preclinical research and development activities. We intend to use the remaining proceeds from this offering for working capital and other general corporate purposes. For a more complete description of our intended use of the proceeds from this offering, see "Use of Proceeds."
Risk factors	You should carefully read the "Risk Factors" section of this prospectus for a discussion of factors that you should consider before deciding to invest in our common stock.
Proposed Nasdaq Global Market symbol	"SRRK"

The number of shares of our common stock to be outstanding after this offering is based on 54,471,355 shares of our common stock (which includes 3,483,237 shares of restricted common stock) outstanding as of December 31, 2017, giving effect to the conversion of all outstanding shares of our convertible preferred stock into an aggregate of 43,135,911 shares of our common stock upon the completion of this offering, and excludes:

- 21,739 shares of common stock issuable upon the exercise of a warrant outstanding as of December 31, 2017, at an exercise price of $1.38 per share;
- 4,120,333 shares of common stock (including 1,885,156 and 1,015,000 shares of common stock issuable upon the exercise of stock options granted subsequent to December 31, 2017 at exercise prices of $2.02 and $2.51 per share, respectively) reserved for future issuance as of December 31, 2017 under our 2017 Stock Option and Incentive Plan, any unissued shares of which will cease to be available for issuance upon the completion of this offering;
- shares of our common stock that will become available for future issuance under our 2018 Stock Option and Incentive Plan upon the effectiveness of the registration statement of which this prospectus forms a part; and

- shares of our common stock that will become available for future issuance under our 2018 Employee Stock Purchase Plan upon the effectiveness of the registration statement of which this prospectus forms a part.

Unless otherwise indicated, all information in this prospectus reflects or assumes the following:

- the filing of our amended and restated certificate of incorporation and the effectiveness of our amended and restated by-laws upon the completion of this offering;
- the conversion of all outstanding shares of convertible preferred stock into an aggregate of 43,135,911 shares of common stock upon the completion of this offering;
- the conversion of the outstanding warrant to purchase 21,739 shares of convertible preferred stock into a warrant to purchase 21,739 shares of common stock;
- no exercise of outstanding options or warrants after December 31, 2017;
- a one-for- reverse split of our common stock effected on , 2018; and
- no exercise by the underwriters of their option to purchase up to additional shares of common stock in this offering.

Summary Consolidated Financial Data

The summary consolidated financial data set forth below should be read together with the consolidated financial statements and the related notes to those statements, as well as the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations." We have derived the summary consolidated statement of operations data for the years ended December 31, 2016 and 2017 and the summary consolidated balance sheet data as of December 31, 2017 from our audited consolidated financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of results that may be expected in the future.

	Year Ended December 31,	
	2016	2017
	(in thousands, except share, unit, per-share and per-unit data)	
Consolidated Statement of Operations Data:		
Collaboration revenue	$ 379	$ —
Operating expenses:		
Research and development	12,477	19,944
General and administrative	4,112	5,085
Total operating expenses	16,589	25,029
Loss from operations	(16,210)	(25,029)
Other income (expense):		
Interest income (expense), net	(19)	44
Other income (expense), net	22	(10)
Total other income	3	34
Net loss	$ (16,207)	$ (24,995)
Net loss per common unit, basic and diluted	$ (3.54)	
Net loss per share, basic and diluted		$ (5.36)
Weighted average common units outstanding, basic and diluted	4,576,500	
Weighted average common shares outstanding, basic and diluted		4,665,036
Pro forma net loss per share, basic and diluted (unaudited)[1]		$ (0.72)
Pro forma weighted average common shares outstanding, basic and diluted (unaudited)[1]		34,567,011

(1) Basic and diluted pro forma net loss per share give effect to the automatic conversion of all shares of convertible preferred stock into shares of common stock upon completion of this offering, assuming such conversion occurred on the later of January 1, 2017 or the original issuance dates of the convertible preferred units or convertible preferred stock.

	As of December 31, 2017		
	Actual	Pro Forma[1]	Pro Forma As Adjusted[2]
		(in thousands)	
Consolidated Balance Sheet Data:			
Cash, cash equivalents and marketable securities	$ 57,959	$ 57,959	$
Working capital[3]	54,177	54,177	
Total assets	61,637	61,637	
Convertible preferred stock	109,232	—	
Accumulated deficit	(57,525)	(57,525)	
Total stockholders' (deficit) equity	(53,522)	55,747	

(1) Pro forma amounts give effect to the automatic conversion of all of our outstanding shares of convertible preferred stock into an aggregate of 43,135,911 shares of common stock upon completion of this offering and the automatic conversion of the outstanding warrant to purchase 21,739 shares of convertible preferred stock into a warrant to purchase 21,739 shares of common stock, and the resulting reclassification of the warrant liability to additional paid-in capital.

(2) Pro forma as adjusted amounts reflect pro forma adjustments described in footnote (1) as well as the sale of shares of our common stock in this offering at the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. A $1.00 increase (decrease) in the assumed intial public offering price of $ per share, the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash, cash equivalents and marketable securities, working capital, total assets and total stockholders' equity by $ million, assuming that the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of 1.0 million in the number of shares offered by us in this offering would increase (decrease) the pro forma as adjusted amount of each of cash, cash equivalents and marketable securities, working capital, total assets and total stockholders' equity by $ million, assuming the assumed initial offering price remains the same and after deducting estimated underwriting discounts commissions and estimated offering expenses payable by us.

(3) We define working capital as current assets less current liabilities. See our consolidated financial statements and related notes appearing at the end of this prospectus for further details regarding our current assets and current liabilities.

REORGANIZATION

Reorganization and Convertible Preferred Stock

On December 22, 2017, we completed a series of transactions pursuant to which Scholar Rock Merger Sub, LLC, a wholly owned subsidiary of Scholar Rock Holding Corporation, was merged with and into Scholar Rock, LLC, or the Reorganization. In connection with the Reorganization:

- Holders of Scholar Rock, LLC Series B convertible preferred units received one share of Scholar Rock Holding Corporation Series B convertible preferred stock for each outstanding Series B convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 13,526,994 shares of Scholar Rock Holding Corporation Series B convertible preferred stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-4 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-4 convertible preferred stock for each outstanding Series A-4 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 3,906,738 shares of Scholar Rock Holding Corporation Series A-4 convertible preferred stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-3 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-3 convertible preferred stock for each outstanding Series A-3 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 5,579,709 shares of Scholar Rock Holding Corporation Series A-3 convertible preferred stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-2 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-2 convertible preferred stock for each outstanding Series A-2 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 5,066,915 shares of Scholar Rock Holding Corporation Series A-2 convertible preferred stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-1 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-1 convertible preferred stock for each outstanding Series A-1 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 2,000,000 shares of Scholar Rock Holding Corporation Series A-1 convertible preferred stock issued in the Reorganization;
- Holders of Scholar Rock, LLC common units received one share of Scholar Rock Holding Corporation common stock for each outstanding common unit held immediately prior to the Reorganization, with an aggregate of 4,576,500 shares of common stock issued in the Reorganization;
- Holders of Scholar Rock, LLC vested and unvested incentive units, irrespective of any strike price or voting rights on any such outstanding incentive units, exchanged such incentive units for an equal number of shares of common stock or restricted common stock, respectively. The restricted common stock was issued with the same vesting terms as the unvested incentive units held immediately prior to the Reorganization. An aggregate of 6,758,945 shares of common stock and restricted common stock were issued to the prior holders of incentive units in the Reorganization; and
- The outstanding warrant to purchase 21,739 Series A-3 convertible preferred units at an exercise price of $1.38 per unit was converted to a warrant to purchase 21,739 shares of Series A-3 convertible preferred stock at the same exercise price per share.

We issued 13,055,555 shares of Series C convertible preferred stock on December 22, 2017.

Our Series C convertible preferred stock, Series B convertible preferred stock, Series A-4 convertible preferred stock, Series A-3 convertible preferred stock, Series A-2 convertible preferred stock and Series A-1 convertible preferred stock are designated as convertible preferred stock under our amended and restated certificate of incorporation. All outstanding shares of our convertible preferred stock are convertible into shares of common stock at the then-effective conversion ratios. In connection with the Reorganization,

by operation of law, we acquired all assets of Scholar Rock, LLC and assumed all of its liabilities and obligations. The purpose of the Reorganization was to reorganize our corporate structure so that Scholar Rock Holding Corporation would continue as a corporation and so that our existing investors would own our capital stock rather than equity interests in a limited liability company. For the convenience of the reader, except as context otherwise requires, all information included in this prospectus is presented giving effect to the Reorganization.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this prospectus, including our consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding whether to invest in our common stock. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and growth prospects. In such an event, the market price of our common stock could decline and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.

Risks Related to Our Business and Operations

We have limited operating history, incurred net losses in every year since our inception and anticipate that we will continue to incur net losses in the future.

We are a biopharmaceutical company with a limited operating history. We were formed in 2012 and our operations to date have been focused on organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio and performing research and development of monoclonal antibodies that selectively inhibit activation of growth factors for therapeutic effect. 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. Investment in biopharmaceutical product development is highly speculative because it entails substantial upfront capital expenditures and significant risk that any potential product candidate will fail to demonstrate adequate effect or an acceptable safety profile, gain regulatory approval and become commercially viable. We have not yet demonstrated the ability to progress any product candidate through clinical trials, we have no products approved for commercial sale and we have not generated any revenue from product sales to date. We continue to incur significant research and development and other expenses related to our ongoing operations. As a result, we are not profitable and have incurred losses in each period since our inception. For the years ended December 31, 2016 and 2017, we reported a net loss of $16.2 million and $25.0 million, respectively. As of December 31, 2017, we had an accumulated deficit of $57.5 million. We expect to continue to incur significant losses for the foreseeable future, and we expect these losses to increase as we continue our research and development of, and seek regulatory approvals for, our lead product candidate, SRK-015, and any future product candidates.

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

- advance the development of our lead product candidate, SRK-015, into Phase 1 clinical development, and, if successful, later-stage clinical trials;
- advance our other preclinical development programs into clinical development;
- seek regulatory approvals for any product candidates that successfully complete clinical trials;
- increase the amount of research and development activities to identify and develop product candidates using our proprietary platform technology;
- hire additional clinical, quality control and scientific personnel;
- expand our operational, financial and management systems and increase personnel, including personnel to support our clinical development, manufacturing and commercialization efforts and our operations as a public company;
- maintain, expand and protect our intellectual property portfolio;
- establish a sales, marketing, medical affairs and distribution infrastructure to commercialize any products for which we may obtain marketing approval and intend to commercialize on our own or jointly with third parties; and
- invest in or in-license other technologies.

To become and remain profitable, we or any potential future collaborators must develop and eventually commercialize products with significant market potential. This will require us to be successful in a range of challenging activities, including completing preclinical studies and clinical trials, obtaining marketing approval for product candidates, manufacturing, marketing and selling products for which we may obtain marketing approval and satisfying any post-marketing requirements. We may never succeed in any or all of these activities and, even if we do, we may never generate revenue that is significant or large enough to achieve profitability. If we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business or continue our operations. A decline in the value of our company also could cause you to lose all or part of your investment.

Even if we succeed in commercializing one or more of our product candidates, we will continue to incur substantial research and development and other expenditures to develop and market additional product candidates. We may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenue. Our prior losses and expected future losses have had and will continue to have an adverse effect on our stockholders' equity and working capital.

We will require additional capital to fund our operations and if we fail to obtain necessary capital, we will not be able to complete the development and commercialization of SRK-015 and any future product candidates.

Our operations have consumed substantial amounts of cash since inception. We expect to continue to spend substantial amounts of cash to conduct further research and development and preclinical studies and clinical trials of SRK-015 and any future product candidates, to seek regulatory approvals for our product candidates and to launch and commercialize any products for which we receive regulatory approval. As of December 31, 2017, we had approximately $58.0 million in cash, cash equivalents and marketable securities. Based on our current operating plan, we believe that the net proceeds from this offering, together with existing cash, cash equivalents and marketable securities, will be sufficient to fund our operating expenses and capital expenditure requirements . However, our future capital requirements and the period for which our existing resources will support our operations may vary significantly from what we expect, and we will in any event require additional capital in order to complete clinical development of any of our current programs. Our monthly spending levels will vary based on new and ongoing development and corporate activities. Because the length of time and activities associated with development of our product candidates is highly uncertain, we are unable to estimate the actual funds we will require for development and any approved marketing and commercialization activities. Our future funding requirements, both near and long-term, will depend on many factors, including, but not limited to:

- the initiation, progress, timing, costs and results of preclinical studies and clinical trials for our product candidates;
- the clinical development plans we establish for these product candidates;
- the number and characteristics of product candidates that we develop;
- the terms of any collaboration agreements we may choose to enter into;
- the outcome, timing and cost of meeting regulatory requirements established by the U.S. Food and Drug Administration, or FDA, the European Medicines Agency, or EMA, and other comparable foreign regulatory authorities;
- the cost of filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of defending intellectual property disputes, including patent infringement actions brought by third parties against us or our product candidates;

- the effect of competing technological and market developments;
- the cost and timing of completion of commercial-scale outsourced manufacturing activities; and
- the cost of establishing sales, marketing and distribution capabilities for any product candidates for which we may receive regulatory approval in regions where we choose to commercialize our products on our own.

We do not have any committed external source of funds or other support for our development efforts and we cannot be certain that additional funding will be available on acceptable terms, or at all. Until we can generate sufficient product or royalty revenue to finance our cash requirements, which we may never do, we expect to finance our future cash needs through a combination of public or private equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements and other marketing or distribution arrangements. If we raise additional funds through public or private equity offerings, the terms of these securities may include liquidation or other preferences that adversely affect our stockholders' rights. Further, to the extent that we raise additional capital through the sale of common stock or securities convertible or exchangeable into common stock, your ownership interest will be diluted. In addition, any debt financing may subject us to fixed payment obligations and covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends, including, for example, the covenants included in our existing loan and security agreement with Silicon Valley Bank. If we raise additional capital through marketing and distribution arrangements or other collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish certain valuable rights to our product candidates, technologies, future revenue streams or research programs or grant licenses on terms that may not be favorable to us. We also could be required to seek collaborators for SRK-015 or any future product candidate at an earlier stage than otherwise would be desirable or relinquish our rights to product candidates or technologies that we otherwise would seek to develop or commercialize ourselves. If we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our product candidates or one or more of our other research and development initiatives. Any of the above events could significantly harm our business, prospects, financial condition and results of operations and cause the price of our common stock to decline.

Our business is highly dependent on the success of our lead product candidate, SRK-015, as well as any future clinical product candidates that are generated from our other preclinical programs. All of our product candidates will require significant additional preclinical and clinical development before we may be able to seek regulatory approval for and launch a product commercially.

We are very early in our development efforts. Because SRK-015 is our lead product candidate, if SRK-015 encounters safety or efficacy problems, development delays or regulatory issues or other problems, our development plans and business would be significantly harmed. SRK-015 is currently being advanced into a Phase 1 clinical development program for the treatment of spinal muscular atrophy, or SMA, which we expect to initiate in the second quarter of 2018. All of our other programs are in preclinical development, and we have yet to nominate a clinical candidate from these programs.

SRK-015 and any future clinical product candidates will require additional preclinical and clinical development, regulatory review and approval in one or more jurisdictions, substantial investment, and access to sufficient commercial manufacturing capacity and significant marketing efforts before we can generate any revenue from product sales. We may not have the financial resources to continue development of, or to modify existing or enter into new collaborations for, a product candidate if we experience any issues that delay or prevent regulatory approval of, or our ability to commercialize, our product candidates, including:

- negative or inconclusive results from our preclinical studies or clinical trials or the clinical trials of others for product candidates similar to ours, leading to a decision or requirement to conduct additional preclinical testing or clinical trials or abandon a program;

- product-related side effects experienced by subjects in our clinical trials or by individuals using drugs or therapeutic biologics similar to our product candidates;
- delays in submitting Investigational New Drug applications, or INDs, or comparable foreign applications or delays or failure in obtaining the necessary approvals from regulators to commence a clinical trial, or a suspension or termination of a clinical trial once commenced;
- conditions imposed by the FDA, EMA or comparable foreign authorities regarding the scope or design of our clinical trials;
- delays in enrolling subjects in clinical trials;
- high drop-out rates of subjects from clinical trials;
- inadequate supply or quality of product candidates or other materials necessary for the conduct of our clinical trials;
- greater than anticipated clinical trial costs;
- poor effectiveness of our product candidates during clinical trials;
- unfavorable FDA, EMA or other regulatory agency inspection and review of a clinical trial site;
- failure of our third-party contractors or investigators to comply with regulatory requirements or otherwise meet their contractual obligations in a timely manner, or at all;
- delays and changes in regulatory requirements, policy and guidelines, including the imposition of additional regulatory oversight around clinical testing generally or with respect to our technology in particular; or
- varying interpretations of data by the FDA, EMA and similar foreign regulatory agencies.

Our approach to the discovery and development of innovative medicines for the treatment of serious diseases in which signaling by protein growth factors plays a fundamental role is based on our proprietary platform, which is unproven and may not result in marketable products.

Our proprietary platform is designed to discover and develop monoclonal antibodies that have a high degree of specificity to achieve selective modulation of growth factor signaling. Our approach is rooted in our structural biology insights into the mechanism by which certain growth factors are activated in close proximity to the cell surface, which we refer to as "supracellular activation." We integrate these insights with sophisticated protein expression, assay development and monoclonal antibody discovery capabilities. However, the scientific research that forms the basis of our efforts to develop product candidates utilizing our proprietary platform is ongoing. We have not yet tested any monoclonal antibodies discovered through use of our proprietary platform in humans. Therefore, we may ultimately discover that our proprietary platform and any product candidates resulting therefrom do not possess properties required for therapeutic effectiveness. As a result, we may never succeed in developing a marketable product. If our product candidates discovered utilizing our proprietary platform prove to be ineffective, unsafe or commercially unviable, our entire proprietary platform and pipeline would have little, if any, value, which would have a material and adverse effect on our business, financial condition, results of operations and prospects.

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

As of April 25, 2018, we had 49 full-time employees. As our clinical development and commercialization plans and strategies develop, and as we transition into operating as a public company, we expect we will need additional managerial, clinical, regulatory, sales, marketing, financial, legal and other personnel. Future growth would impose significant added responsibilities on members of management, including:

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

- managing our development efforts effectively, including the clinical and FDA review process for SRK-015 and any future product candidates, while complying with our contractual obligations to contractors and other third parties; and

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

Our future financial performance and our ability to commercialize our product candidates, if approved, will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities.

We currently rely, and for the foreseeable future will continue to rely, in substantial part on certain independent organizations, advisors and consultants to provide certain services, including contract manufacturers and companies focused on antibody development and discovery activities. There can be no assurance that the services of independent organizations, advisors and consultants will continue to be available to us on a timely basis when needed, or that we can find qualified replacements. In addition, if we are unable to effectively manage our outsourced activities or if the quality, accuracy or quantity of the services provided is compromised for any reason, our clinical trials may be extended, delayed or terminated, and we may not be able to obtain, or may be substantially delayed in obtaining, regulatory approval of our product candidates or otherwise advance our business. There can be no assurance that we will be able to manage our existing consultants or find other competent outside contractors and consultants on economically reasonable terms, or at all.

If we are not able to effectively expand our organization by hiring new employees and expanding our groups of consultants and contractors, we may not be able to successfully implement the tasks necessary to further develop and commercialize SRK-015 or any future product candidates and, accordingly, may not achieve our research, development and commercialization goals.

If we lose key management personnel, or if we fail to recruit additional highly skilled personnel, our ability to identify and develop new or next generation product candidates will be impaired, could result in loss of markets or market share and could make us less competitive.

Our ability to compete in the highly competitive biotechnology and pharmaceutical industries depends upon our ability to attract and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our management, scientific and medical personnel, including Nagesh K. Mahanthappa, Ph.D., our Chief Executive Officer and President, Rhonda M. Chicko, C.P.A., our Chief Financial Officer, and Yung H. Chyung, M.D., our Chief Medical Officer. The loss of the services of any of our executive officers, other key employees, and other scientific and medical advisors, and our inability to find suitable replacements could result in delays in product development and harm our business.

We conduct our operations at our facility in Cambridge, Massachusetts. This region is headquarters to many other biopharmaceutical companies and many academic and research institutions. Competition for skilled personnel in our market is intense and may limit our ability to hire and retain highly qualified personnel on acceptable terms or at all.

To induce valuable employees to remain at our company, in addition to salary and cash incentives, we have provided restricted stock awards and stock options that vest over time. The value to employees of restricted stock awards and stock options that vest over time may be significantly affected by movements in our stock price that are beyond our control, and may at any time be insufficient to counteract more lucrative offers from other companies. Despite our efforts to retain valuable employees, members of our management, scientific and development teams may terminate their employment with us on short notice. Although we have employment agreements with our key employees, these employment agreements provide for at-will employment, which means that any of our employees could leave our employment at any time, with or without notice. We do not maintain "key man" insurance policies on the lives of these individuals or the

lives of any of our other employees. Our success also depends on our ability to continue to attract, retain and motivate highly skilled junior, mid-level and senior scientific and medical personnel.

Our internal computer systems, or those used by our contract research organizations, or other contractors or consultants, may fail or suffer security breaches.

Despite the implementation of security measures, our internal computer systems and those of our future contract research organizations, or CROs, and other contractors and consultants are vulnerable to damage from computer viruses and unauthorized access. While we have not experienced any such material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations. For example, the loss of preclinical or clinical data could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. Likewise, we may rely on third parties for the manufacture of our product candidates and to conduct clinical trials, and similar events relating to their computer systems could also have a material adverse effect on our business. 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 and the further development and commercialization of our product candidates could be delayed.

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

We are exposed to the risk of employee fraud or other illegal activity by our employees, independent contractors, consultants, commercial partners and vendors. Misconduct by these parties could include intentional, reckless and/or negligent conduct that fails to comply with the laws of the FDA, EMA and other similar foreign regulatory bodies, provide true, complete and accurate information to the FDA, EMA and other similar foreign regulatory bodies, comply with manufacturing standards we have established, comply with healthcare fraud and abuse laws in the United States and similar foreign fraudulent misconduct laws, or report financial information or data accurately or to disclose unauthorized activities to us. If we obtain FDA approval of any of our product candidates and begin commercializing those products in the United States, our potential exposure under such laws will increase significantly, and our costs associated with compliance with such laws are also likely to increase. These laws may impact, among other things, our current activities with principal investigators and research patients, as well as proposed and future sales, marketing and education programs. In connection with this offering, we will adopt a code of business conduct and ethics, but it is not always possible to identify and deter misconduct by our employees, independent contractors, consultants, commercial partners and vendors, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any actions are instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could result in the imposition of civil, criminal and administrative penalties, damages, monetary fines, individual imprisonment, disgorgement, possible exclusion from participation in government healthcare programs, additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws, contractual damages, reputational harm, diminished profits and future earnings and the curtailment of our operations.

We have disclosed that there is substantial doubt about our ability to continue as a going concern.

In Note 1 to our consolidated financial statements, we disclose that there is substantial doubt about our ability to continue as a going concern. If we are unable to obtain sufficient funding, we could be forced to delay, reduce or eliminate all of our research and development programs, product portfolio expansion or commercialization efforts, and our financial condition and results of operations will be materially and

adversely affected and we may be unable to continue as a going concern. After the completion of this offering, future financial statements may disclose substantial doubt about our ability to continue as a going concern. 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.

Risks Related to Research and Development and the Biopharmaceutical Industry

Preclinical development is uncertain. 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, which would have an adverse effect on our business.

We have yet to nominate a clinical candidate for all of our programs, other than SRK-015. Before we can commence clinical trials for any product candidate in these programs, we must complete extensive preclinical studies that support our planned INDs in the United States, or similar applications in other jurisdictions. We cannot be certain of the timely completion or outcome of our preclinical studies and cannot predict if the FDA, EMA or other regulatory authorities will accept our proposed clinical programs or if the outcome of our preclinical 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, the EMA or other regulatory authorities allowing clinical trials to begin.

Due to our limited resources and access to capital, we must prioritize development of certain programs and product candidates; these decisions may prove to be wrong and may adversely affect our business.

We may fail to identify viable new product candidates for clinical development from our current or future research programs for a number of reasons. If we fail to identify additional potential product candidates, our business could be materially harmed.

Research programs to pursue the development of our existing and planned product candidates for additional indications and to identify new product candidates and disease targets require substantial technical, financial and human resources whether or not they are ultimately successful. Our research programs may initially show promise in identifying potential indications and/or product candidates, yet fail to yield results for clinical development for a number of reasons, including:

- the research methodology used may not be successful in identifying potential indications and/or product candidates;
- potential product candidates may, after further study, be shown to have harmful adverse effects or other characteristics that indicate they are unlikely to be effective products; or
- it may take greater human and financial resources than we will possess to identify additional therapeutic opportunities for our product candidates or to develop suitable potential product candidates through internal research programs, thereby limiting our ability to develop, diversify and expand our product portfolio.

Because we have limited financial and human resources, we intend to initially focus on research programs and product candidates for a limited set of indications. As a result, we may forego or delay pursuit of opportunities with other product candidates or for other indications that later prove to have greater commercial potential or a greater likelihood of success. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities.

Accordingly, there can be no assurance that we will ever be able to identify additional therapeutic opportunities for our product candidates or to develop suitable potential product candidates through internal research programs, which could materially adversely affect our future growth and prospects. We may focus our efforts and resources on potential product candidates or other potential programs that ultimately prove to be unsuccessful.

The successful development of biopharmaceuticals is highly uncertain.

Successful development of biopharmaceuticals is highly uncertain and is dependent on numerous factors, many of which are beyond our control. Product candidates that appear promising in the early phases of development may fail to reach the market for several reasons including:

- preclinical study results may show the product candidate to be less effective than desired or to have harmful or problematic side effects;
- clinical trial results may show the product candidates to be less effective than expected (e.g., a clinical trial could fail to meet its primary endpoint(s)) or to have unacceptable side effects or toxicities;
- failure to receive the necessary regulatory approvals or a delay in receiving such approvals. Among other things, such delays may be caused by slow enrollment in clinical trials, patients dropping out of trials, length of time to achieve trial endpoints, additional time requirements for data analysis, or biologics license application, or BLA, preparation, discussions with the FDA, an FDA request for additional preclinical or clinical data, or unexpected safety or manufacturing issues;
- manufacturing costs, formulation issues, pricing or reimbursement issues, or other factors that make a product candidate uneconomical; and
- the proprietary rights of others and their competing products and technologies that may prevent one of our product candidates from being commercialized.

The length of time necessary to complete clinical trials and to submit an application for marketing approval for a final decision by a regulatory authority varies significantly from one product candidate to the next, and may be difficult to predict.

Even if we are successful in getting market approval, commercial success of any approved products will also depend in large part on the availability of coverage and adequate reimbursement from third-party payors, including government payors such as the Medicare and Medicaid programs and managed care organizations, which may be affected by existing and future health care reform measures designed to reduce the cost of health care. Third-party payors could require us to conduct additional studies, including post-marketing studies related to the cost effectiveness of a product, to qualify for reimbursement, which could be costly and divert our resources. If government and other health care payors were not to provide coverage and adequate reimbursement levels for one any of our products once approved, market acceptance and commercial success would be reduced.

In addition, if any of our product candidates are approved for marketing, we will be subject to significant regulatory obligations regarding the submission of safety and other post-marketing information and reports and registration, and will need to continue to comply (or ensure that our third-party providers) comply with current good manufacturing practices, or cGMPs, and good clinical practices, or GCPs, for any clinical trials that we conduct post-approval. In addition, there is always the risk that we or a regulatory authority might identify previously unknown problems with a product post-approval, such as adverse events of unanticipated severity or frequency. Compliance with these requirements is costly, and any failure to comply or other issues with our product candidates post-approval could adversely affect our business, financial condition and results of operations.

Clinical development involves a lengthy and expensive process, with an uncertain outcome. We may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of SRK-015 or any future product candidates.

To obtain the requisite regulatory approvals to commercialize any product candidates, we must demonstrate through extensive preclinical studies and clinical trials that our product candidates are safe, pure and potent or effective in humans. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. We may be unable to establish clinical endpoints that applicable regulatory authorities would consider clinically meaningful, and a clinical trial can fail at any stage of testing.

Differences in trial design between early-stage clinical trials and later-stage clinical trials make it difficult to extrapolate the results of earlier clinical trials to later clinical trials. Moreover, clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in clinical trials have nonetheless failed to obtain marketing approval of their products.

Successful completion of clinical trials is a prerequisite to submitting a BLA to the FDA, a Marketing Authorization Application, or MAA, to the EMA, and similar marketing applications to comparable foreign regulatory authorities, for each product candidate and, consequently, the ultimate approval and commercial marketing of any product candidates. We do not know whether any of our clinical trials will begin or be completed on schedule, if at all.

We may experience delays in initiating or completing clinical trials. We also may experience numerous unforeseen events during, or as a result of, any future clinical trials that we could conduct that could delay or prevent our ability to receive marketing approval or commercialize SRK-015 or any future product candidates, including:

- regulators or institutional review boards, or IRBs, or ethics committees may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may experience delays in reaching, or fail to reach, agreement on acceptable terms with prospective trial sites and prospective CROs the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- clinical trials of any product candidates may fail to show safety, purity or potency, or produce negative or inconclusive results and we may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials or we may decide to abandon product development programs;
- the number of subjects required for clinical trials of any product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or subjects may drop out of these clinical trials or fail to return for post-treatment follow-up at a higher rate than we anticipate;
- our third-party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all, or may deviate from the clinical trial protocol or drop out of the trial, which may require that we add new clinical trial sites or investigators;
- we may elect to, or regulators, IRBs or ethics committees may require that we or our investigators, suspend or terminate clinical research or trials for various reasons, including noncompliance with regulatory requirements or a finding that the participants are being exposed to unacceptable health risks;
- the cost of clinical trials of any product candidates may be greater than we anticipate;
- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be insufficient or inadequate to initiate or complete a given clinical trial;
- our product candidates may have undesirable side effects or other unexpected characteristics, causing us or our investigators, regulators, IRBs or ethics committees to suspend or terminate the trials, or reports from clinical testing of other therapies may raise safety or efficacy concerns about our product candidates; and
- the FDA, EMA or other regulatory authorities may require us to submit additional data such as long-term toxicology studies, or impose other requirements before permitting us to initiate a clinical trial.

We could also encounter delays if a clinical trial is suspended or terminated by us, the IRBs of the institutions in which such trials are being conducted, or the FDA, EMA or other regulatory authorities, or

recommended for suspension or termination by the Data Safety Monitoring Board, or DSMB, for such trial. A suspension or termination may be imposed due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA, EMA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product or treatment, failure to establish or achieve clinically meaningful trial endpoints, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates. Further, the FDA, EMA or other regulatory authorities may disagree with our clinical trial design and our interpretation of data from clinical trials, or may change the requirements for approval even after they have reviewed and commented on the design for our clinical trials.

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

Our future clinical trials or those of our future collaborators may reveal significant adverse events not seen in our preclinical studies and may result in a safety profile that could inhibit regulatory approval or market acceptance of any of our product candidates.

Before obtaining regulatory approvals for the commercial sale of any products, we must demonstrate through lengthy, complex and expensive preclinical studies and clinical trials that SRK-015 and any future product candidate is both safe and effective for use in its target indication. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. Failure can occur at any time during the clinical trial process. The results of preclinical studies and early clinical trials of our product candidates may not be predictive of the results of later-stage clinical trials. In addition, initial success in clinical trials may not be indicative of results obtained when such trials are completed. There is typically an extremely high rate of attrition from the failure of product candidates proceeding through clinical trials. Product candidates in later stages of clinical trials may fail to show the desired safety and efficacy profile despite having progressed through preclinical studies and initial clinical trials. A number of companies in the biopharmaceutical industry have suffered significant setbacks in advanced clinical trials due to lack of efficacy or unacceptable safety issues, notwithstanding promising results in earlier trials. Most product candidates that commence clinical trials are never approved as products and there can be no assurance that any of our future clinical trials will ultimately be successful or support further clinical development of SRK-015 or any of our future product candidates.

If significant adverse events or other side effects are observed in any of our clinical trials, we may have difficulty recruiting patients to our clinical trials, patients may drop out of our trials, or we may be required to abandon the trials or our development efforts of one or more product candidates altogether. We, the FDA, EMA or other applicable regulatory authorities, or an IRB may suspend clinical trials of a product candidate at any time for various reasons, including a belief that subjects in such trials are being exposed to unacceptable health risks or adverse side effects. Some potential therapeutics developed in the biotechnology industry that initially showed therapeutic promise in early-stage trials have later been found to cause side effects that prevented their further development. Even if the side effects do not preclude the product candidate from obtaining or maintaining marketing approval, undesirable side effects may inhibit

market acceptance of the approved product due to its tolerability versus other therapies. Any of these developments could materially harm our business, financial condition and prospects.

If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

We may experience difficulties in patient enrollment in our clinical trials for a variety of reasons. The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the trial until its conclusion. The enrollment of patients depends on many factors, including:

- the patient eligibility and exclusion criteria defined in the protocol;
- the size of the patient population required for analysis of the trial's primary endpoints;
- the proximity of patients to trial sites;
- the design of the trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience;
- our ability to obtain and maintain patient consents; and
- the risk that patients enrolled in clinical trials will drop out of the trials before completion.

For example, we are initially developing SRK-015 for the treatment of SMA, which is a rare disease, affecting only an estimated 30,000 to 35,000 patients in the United States and Europe. As a result, we may encounter difficulties enrolling subjects in our clinical trials for SRK-015 due, in part, to the small size of this patient population. In addition, our clinical trials will compete with other clinical trials for product candidates that are in the same therapeutic areas as our product candidates, and this competition will 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 expect to 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 in such clinical trial site.

Delays in patient enrollment may result in increased costs or may affect the timing or outcome of our future clinical trials, which could prevent completion of these trials and adversely affect our ability to advance the development of our product candidates.

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

We face an inherent risk of product liability as a result of testing SRK-015 and any of our future product candidates in clinical trials and will face an even greater risk if we commercialize any products, if approved. For example, we may be sued if our product candidates cause or are perceived to cause injury or are found to be otherwise unsuitable during clinical trials, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- inability to bring a product candidate to the market;
- decreased demand for our products;
- injury to our reputation;
- withdrawal of clinical trial participants and inability to continue clinical trials;
- initiation of investigations by regulators;

- costs to defend the related litigation;
- diversion of management's time and our resources;
- substantial monetary awards to trial participants;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue;
- exhaustion of any available insurance and our capital resources;
- the inability to commercialize any product candidate, if approved; and
- decline in our share price.

Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop, alone or with collaborators. We need to obtain additional insurance for clinical trials as our lead product candidate SRK-015 enters the clinical development phase. However, we may be unable to obtain, or may obtain on unfavorable terms, clinical trial insurance in amounts adequate to cover any liabilities from any of our clinical trials. Our insurance policies may also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Even if our agreements with any future corporate collaborators entitle us to indemnification against losses, such indemnification may not be available or adequate should any claim arise.

We face significant competition from other biotechnology and pharmaceutical companies, and our operating results will suffer if we fail to compete effectively.

The biopharmaceutical industry is characterized by intense competition and rapid innovation. Our competitors may be able to develop other compounds or drugs that are able to achieve similar or better results. Our potential competitors include major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies and universities and other research institutions. Many of our competitors have substantially greater financial, technical and other resources, such as larger research and development staff and experienced marketing and manufacturing organizations and well-established sales forces. Smaller or early-stage companies may also prove to be significant competitors, particularly as they develop novel approaches to treating disease indications that our product candidates are also focused on treating. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel therapeutics or to in-license novel therapeutics that could make the product candidates that we develop obsolete. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors, either alone or with collaborative partners, may succeed in developing, acquiring or licensing on an exclusive basis drug or biologic products that are more effective, safer, more easily commercialized or less costly than our product candidates or may develop proprietary technologies or secure patent protection that we may need for the development of our technologies and products. We believe the key competitive factors that will affect the development and commercial success of our product candidates are efficacy, safety, tolerability, reliability, convenience of use, price and reimbursement.

We anticipate competing with other companies that are focused on treating disease indications that our product candidates are also focused on treating. A competitor may develop technologies focused on the same disease pathway as our technology or may focus on treating the targeted disease in a completely different manner. To the extent a new drug is developed that is more efficacious than any product candidate developed by us, this could reduce or negate the need for our product candidate. In addition, while we believe our product candidates may be used in conjunction with existing or emerging standard of care in

certain disease indications, including SMA, as companies continue to improve upon existing standard of care, more efficacious drug therapies could become available, reducing or completely negating the benefit of our product candidates. Our competitors may also include companies that are or will be developing therapies for the same therapeutic areas that we are targeting within our early pipeline, including neuromuscular disorders, cancer, fibrosis and anemia.

Even if we obtain regulatory approval of our product candidates, the availability and price of our competitors' products could limit the demand and the price we are able to charge for our product candidates. We may not be able to implement our business plan if the acceptance of our product candidates is inhibited by price competition or the reluctance of physicians to switch from existing methods of treatment to our product candidates, or if physicians switch to other new drug or biologic products or choose to reserve our product candidates for use in limited circumstances. For additional information regarding our competition, see "Business — Competition."

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

If SRK-015 or any future product candidate we develop receives marketing approval, whether as a single agent or in combination with other therapies, it may nonetheless fail to gain sufficient market acceptance by physicians, patients, third-party payors, and others in the medical community. For example, doctors may deem it sufficient to treat patients with SMA with an SMN upregulator such as nusinersen, and therefore will not be willing to utilize SRK-015 in conjunction with such SMN upregulator. If the product candidates we develop do not achieve an adequate level of acceptance, we may not generate significant product revenues and we may not become profitable. The degree of market acceptance of any product candidate, if approved for commercial sale, will depend on a number of factors, including:

- efficacy and potential advantages compared to alternative treatments;
- the ability to offer our products, if approved, for sale at competitive prices;
- convenience and ease of administration compared to alternative treatments;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of marketing and distribution support;
- the ability to obtain sufficient third-party coverage and adequate reimbursement; and
- the prevalence and severity of any side effects.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our research and development activities involve the use of biological and hazardous materials and produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials, which could cause an interruption of our commercialization efforts, 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 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. We cannot predict the impact of such changes and cannot be certain of our future compliance. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials or other work-related injuries, this insurance may not provide adequate coverage against potential liabilities. We do not carry specific biological waste or hazardous waste insurance coverage, workers compensation or property and casualty and general liability insurance policies that include coverage for damages and fines arising from biological or hazardous waste exposure or contamination.

Comprehensive Tax Reform Legislation Could Adversely Affect Our Business And Financial Condition.

On December 22, 2017, President Trump signed into law the "Tax Cuts and Jobs Act," or the TCJA, that significantly reforms the Internal Revenue Code of 1986, as amended, or the Code. The TCJA, among other things, contains significant changes to corporate taxation, including reduction of the corporate tax rate, limitation of the tax deduction for interest expense, limitation of the deduction for net operating losses and elimination of net operating loss carrybacks and modifying or repealing many business deductions and credits (including reducing the business tax credit for certain clinical testing expenses incurred in the testing of certain drugs for rare diseases or conditions generally referred to as "orphan drugs"). Our net deferred tax assets and liabilities were revalued at the newly enacted U.S. corporate rate. We continue to examine the impact this tax reform legislation may have on our business. The overall impact of the TCJA is uncertain and our business and financial condition could be adversely affected.

Our ability to use our net operating loss carryforwards and certain tax credit carryforwards may be subject to limitation.

As of December 31, 2017, we had net operating loss carryforwards for federal and state income tax purposes of $50.4 million and $50.0 million, respectively, which begin to expire in 2034. As of December 31, 2017, we also had available tax credit carryforwards for federal and state income tax purposes of $1.1 million and $0.7 million, respectively, which begin to expire in 2034 and 2020, respectively. Under Section 382 of the Code, changes in our ownership may limit the amount of our net operating loss carryforwards and tax credit carryforwards that could be utilized annually to offset our future taxable income, if any. This limitation would generally apply in the event of a cumulative change in ownership of our company of more than 50% within a three-year period. Any such limitation may significantly reduce our ability to utilize our net operating loss carryforwards and tax credit carryforwards before they expire. Private placements and other transactions that have occurred since our inception, as well as this offering, may trigger such an ownership change pursuant to Section 382. Any such limitation, whether as the result of this offering, prior private placements, sales of our common stock by our existing stockholders or additional sales of our common stock by us, could have a material adverse effect on our results of operations in future years. The reduction of the corporate tax rate under TCJA may cause a reduction in the economic benefit of our net operating loss carryforwards and other deferred tax assets available to us. Under the TCJA, net operating losses generated after December 31, 2017 will not be subject to expiration.

Our current operations are concentrated in one location, and we or the third parties upon whom we depend may be adversely affected by earthquakes or other natural disasters and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster.

Our current operations are located in our facilities in Cambridge, Massachusetts. Any unplanned event, such as flood, fire, explosion, earthquake, extreme weather condition, medical epidemics, power shortage, telecommunication failure or other natural or manmade accidents or incidents that result in us being unable to fully utilize our facilities, or the manufacturing facilities of our third-party contract manufacturers, may have a material and adverse effect on our ability

to operate our business, particularly on a daily basis, and have significant negative consequences on our financial and operating conditions. Loss of access to these facilities may result in increased costs, delays in the development of our product candidates or interruption of our business operations. Earthquakes or other natural disasters could further disrupt our operations, and have a material and adverse effect on our business, financial condition, results of operations and prospects. If a natural disaster, power outage or other event occurred that prevented us from using all or a significant portion of our headquarters, that damaged critical infrastructure, such as our research facilities or the manufacturing facilities of our third-party contract manufacturers, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. The disaster recovery and business continuity plans we have in place may prove inadequate in the event of a serious disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which, could have a material adverse effect on our business. As part of our risk management policy, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot assure you that the amounts of insurance will be sufficient to satisfy any damages and losses. If our facilities, or the manufacturing facilities of our third-party contract manufacturers, are unable to operate because of an accident or incident or for any other reason, even for a short period of time, any or all of our research and development programs may be harmed. Any business interruption may have a material and adverse effect on our business, financial condition, results of operations and prospects.

Risks Related to Government Regulation

The regulatory approval process for our product candidates in the United States, EU and other jurisdictions is currently uncertain and will be lengthy, time-consuming and inherently unpredictable and we may experience significant delays in the clinical development and regulatory approval, if any, of our product candidates.

The research, testing, manufacturing, labeling, approval, selling, import, export, marketing and distribution of drug products, including biologics, are subject to extensive regulation by the FDA in the United States and other regulatory authorities. We are not permitted to market any biological product in the United States until we receive a biologics license from the FDA. We have not previously submitted a BLA to the FDA, or similar marketing application to comparable foreign authorities. A BLA must include extensive preclinical and clinical data and supporting information to establish that the product candidate is safe, pure and potent for each desired indication. A BLA must also include significant information regarding the chemistry, manufacturing and controls for the product, and the manufacturing facilities must complete a successful pre-license inspection.

The FDA may also require a panel of experts, referred to as an Advisory Committee, to deliberate on the adequacy of the safety and efficacy data to support approval. The opinion of the Advisory Committee, although not binding, may have a significant impact on our ability to obtain approval of any product candidates that we develop based on the completed clinical trials.

In addition, clinical trials can be delayed or terminated for a variety of reasons, including delays or failures related to:

- obtaining regulatory authorization to begin a clinical trial, if applicable;
- the availability of financial resources to begin and complete the planned trials;
- reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- obtaining approval at each clinical trial site by an independent IRB or ethics committee;
- recruiting suitable patients to participate in a trial in a timely manner;
- having patients complete a trial or return for post-treatment follow-up;
- clinical trial sites deviating from trial protocol, not complying with GCP requirements or dropping out of a trial;
- addressing any patient safety concerns that arise during the course of a clinical trial;
- addressing any conflicts with new or existing laws or regulations;
- adding new clinical trial sites; or
- manufacturing qualified materials under cGMP regulations for use in clinical trials.

Patient enrollment is a significant factor in the timing of clinical trials and is affected by many factors. Further, a clinical trial may be suspended or terminated by us, the IRBs for the institutions in which such trials are being conducted, or the FDA, EMA or other regulatory authorities, or recommended for suspension or termination by the DSMB for such trial, due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or trial site by the FDA, EMA or other regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product candidate, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. If we experience termination of, or delays in the completion of, any clinical trial of our product candidates, the commercial prospects for our product candidates will be harmed, and our ability to generate product revenue will be delayed. In addition, any delays in completing any clinical trials will increase our costs, slow down our product development and approval process and jeopardize our ability to commence product sales and generate revenue.

The FDA may disagree with our regulatory plan and we may fail to obtain regulatory approval of our product candidates.

The general approach for FDA approval of a new biologic or drug is dispositive data from two well-controlled, Phase 3 clinical trials of the relevant biologic or drug in the relevant patient population. Phase 3 clinical trials typically involve hundreds of patients, have significant costs and take years to complete.

Our clinical trials results may also not support approval. In addition, our product candidates could fail to receive regulatory approval for many reasons, including the following:

- the FDA, EMA or comparable foreign regulatory authorities may disagree with the design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA, EMA or comparable foreign regulatory authorities that our product candidates are safe and effective for any of their proposed indications;
- the results of clinical trials may not meet the level of statistical significance required by the FDA, EMA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that our product candidates' clinical and other benefits outweigh their safety risks;

- the FDA, EMA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to the satisfaction of the FDA, EMA or comparable foreign regulatory authorities to support the submission of a BLA or other comparable submission in foreign jurisdictions or to obtain regulatory approval in the United States or elsewhere;
- the FDA, EMA or comparable foreign regulatory authorities may fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and
- the approval policies or regulations of the FDA, EMA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

We have received Orphan Drug Designation for SRK-015 for the treatment of SMA and we may seek Orphan Drug Designation for our future product candidates, and we 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 and therapeutic biologics for relatively small patient populations as orphan drugs. Under the Orphan Drug Act, the FDA may designate a drug or therapeutic biologic as an orphan drug if it is a drug or therapeutic biologic 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 or therapeutic biologic 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 toward clinical trial costs, tax advantages and user-fee waivers. In addition, if a product that has Orphan Drug Designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan drug exclusivity, which means that the FDA may not approve any other applications, including a full NDA or BLA, to market the same product for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity or where the manufacturer is unable to assure sufficient product quantity.

Even though we obtained Orphan Drug Designation for SRK-015 for the treatment of SMA, or if we obtain Orphan Drug Designation for any of our future product candidates in specific indications, we may not be the first to obtain marketing approval of these product candidates for the orphan-designated indication due to the uncertainties associated with developing pharmaceutical products. In addition, exclusive marketing rights in the United States may be limited if we seek approval for an indication broader than the orphan-designated indication or 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 quantities of the product to meet the needs of patients with the rare disease or condition. Further, even if we obtain orphan drug exclusivity for a product, that exclusivity may not effectively protect the product from competition because different drugs or therapeutic biologics with different active moieties can be approved for the same condition. Even after an orphan product is approved, the FDA can subsequently approve the same drug or therapeutic biologic with the same active moiety for the same condition if the FDA concludes that the later drug or therapeutic biologic is safer, more effective or makes a major contribution to patient care. Orphan Drug Designation neither shortens the development time or regulatory review time of a drug or therapeutic biologic nor gives the drug or therapeutic biologic any advantage in the regulatory review or approval process. In addition, while we may seek Orphan Drug Designation for our future product candidates, we may never receive such designations.

We may seek Breakthrough Therapy Designation or Fast Track Designation from the FDA, for certain of our product candidates, but receipt of either such designation may not actually lead to a faster development or regulatory review or approval process.

We may seek Breakthrough Therapy Designation or Fast Track Designation for certain of our product candidates.

A breakthrough therapy is defined as a product that is intended, alone or in combination with one or more other products, to treat a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the product may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For products that have been designated as breakthrough therapies, 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. Products designated as breakthrough therapies by the FDA can also be eligible for accelerated approval.

Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe one of our product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. In any event, the receipt of a Breakthrough Therapy Designation for a product candidate may not result in a faster development process, review or approval compared to products considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if one or more of our product candidates qualify as breakthrough therapies, the FDA may later decide that the products no longer meet the conditions for qualification and rescind the breakthrough designation.

If a product is intended for the treatment of a serious or life-threatening condition and the product demonstrates the potential to address unmet medical needs for this condition, the product sponsor may apply for Fast Track Designation. The FDA has broad discretion whether or not to grant this designation, so even if we believe a particular product candidate is eligible for this designation, we cannot assure you that the FDA would decide to grant it. The FDA has broad discretion whether or not to grant this designation, so even if we believe a particular product candidate is eligible for this designation, we cannot assure you that the FDA would decide to grant it. Even if we do receive Fast Track Designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may withdraw Fast Track Designation if it believes that the designation is no longer supported by data from our clinical development program.

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

Healthcare providers, physicians and third-party payors in the United States and elsewhere play a primary role in the recommendation and prescription of pharmaceutical products. Arrangements with third-party payors and customers can expose pharmaceutical manufacturers to broadly applicable fraud and abuse and other healthcare laws and regulations, including, without limitation, the federal Anti-Kickback Statute and the federal False Claims Act, which may constrain the business or financial arrangements and relationships through which such companies sell, market and distribute pharmaceutical products. In particular, the research of our product candidates, as well as the promotion, sales and marketing of healthcare items and services, as well as certain business arrangements in the healthcare industry, are subject to extensive laws designed to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, structuring and commission(s), certain customer incentive programs and other business arrangements generally. Activities subject to these laws also involve the improper use of information obtained in the course of patient

recruitment for clinical trials. The applicable federal, state and foreign healthcare laws and regulations laws that may affect our ability to operate include, but are not limited to:

- the federal Anti-Kickback Statute, which prohibits, among other things, knowingly and willfully soliciting, receiving, offering or paying any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce, or in return for, either the referral of an individual, or the purchase, lease, order or recommendation of any good, facility, item or service for which payment may be made, in whole or in part, under a federal healthcare program, such as the Medicare and Medicaid programs. A person or entity can be found guilty of violating the statute without actual knowledge of the statute or specific intent to violate it. In addition, a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act, or FCA. The Anti-Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers, and formulary managers on the other. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution;

- the federal civil and criminal false claims laws and civil monetary penalty laws, including the FCA, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, false or fraudulent claims for payment to, or approval by Medicare, Medicaid, or other federal healthcare programs, knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim or an obligation to pay or transmit money to the federal government, or knowingly concealing or knowingly and improperly avoiding or decreasing or concealing an obligation to pay money to the federal government. Manufacturers can be held liable under the FCA even when they do not submit claims directly to government payors if they are deemed to "cause" the submission of false or fraudulent claims. The FCA also permits a private individual acting as a "whistleblower" to bring actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created additional federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (e.g., public or private) and knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false statements in connection with the delivery of, or payment for, healthcare benefits, items or services relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity can be found guilty of violating HIPAA without actual knowledge of the statute or specific intent to violate it;

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their respective implementing regulations, which impose, among other things, requirements on certain covered healthcare providers, health plans, and healthcare clearinghouses , known as covered entities, as well as their respective business associates, independent contractors that perform services for covered entities them that involve the use, or disclosure of, individually identifiable health information, relating to the privacy, security and transmission of individually identifiable health information without appropriate authorization. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions;

- the federal Physician Payments Sunshine Act, created under the Patient Protection and Affordable Care Act, and its implementing regulations, which require some manufacturers of drugs, devices, biologicals and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) to report annually to the United States Department of Health and Human Services, or HHS, information related to payments or other transfers of value made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members;

- federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers; and

- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, and may be broader in scope than their federal equivalents; state and foreign laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; state and foreign laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures; state and local laws that require the registration of pharmaceutical sales representatives; and state and foreign laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

The distribution of pharmaceutical products is subject to additional requirements and regulations, including extensive record-keeping, licensing, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies have recently increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Ensuring business arrangements comply with applicable healthcare laws, as well as responding to possible investigations by government authorities, can be time- and resource-consuming and can divert a company's attention from the business.

It is possible that governmental and enforcement authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law interpreting applicable fraud and abuse or other healthcare laws and regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, fines, disgorgement, individual imprisonment, possible exclusion from participation in federal and state funded healthcare programs, contractual damages and the curtailment or restricting of our operations, as well as additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws. Any action for violation of these laws, even if successfully defended, could cause a pharmaceutical manufacturer to incur significant legal expenses and divert management's attention from the operation of the business. Prohibitions or restrictions on sales or withdrawal of future marketed products could materially affect business in an adverse way.

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

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction, while a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. For example, even if the FDA grants marketing approval of a product candidate, the EMA or comparable regulatory authorities in foreign jurisdictions must also approve the manufacturing, marketing and promotion of the product candidate in those countries. 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.

We may also submit marketing applications in other countries. Regulatory authorities in jurisdictions outside of the United States have requirements for approval of product candidates with which we must comply prior to marketing in those jurisdictions. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we fail to comply with the regulatory requirements in international markets and/or receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed.

Even if we receive regulatory approval of any product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our product candidates.

If any of our product candidates are approved, they will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record-keeping, conduct of post-marketing studies and submission of safety, efficacy and other post-market information, including both federal and state requirements in the United States and requirements of comparable foreign regulatory authorities. In addition, we will be subject to continued compliance with cGMP and GCP requirements for any clinical trials that we conduct post-approval.

Manufacturers and manufacturers' facilities are required to comply with extensive FDA, EMA and comparable foreign regulatory authority requirements, including ensuring that quality control and manufacturing procedures conform to cGMP regulations. As such, we and our contract manufacturers will be subject to continual review and inspections to assess compliance with cGMP and adherence to commitments made in any BLA, other marketing application, and previous responses to inspection observations. Accordingly, we and others with whom we work must continue to expend time, money, and effort in all areas of regulatory compliance, including manufacturing, production and quality control.

Any regulatory approvals that we receive for our product candidates may be subject to limitations on the approved indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including Phase 4 clinical trials and surveillance to monitor the safety and efficacy of the product candidate. The FDA may also require a risk evaluation and mitigation strategies, or REMS, program as a condition of approval of our product candidates, which could entail requirements for long-term patient follow-up, a medication guide, physician communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA, EMA or a comparable foreign regulatory authority approves

our product candidates, we will have to comply with requirements including submissions of safety and other post-marketing information and reports and registration.

The FDA may impose consent decrees or withdraw approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with our product candidates, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or 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 restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of our products, withdrawal of the product from the market or voluntary or mandatory product recalls;
- fines, warning letters or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us or suspension or revocation of license approvals;
- product seizure or detention or refusal to permit the import or export of our product candidates; and
- 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. Products may be promoted only for the approved indications and in accordance with the provisions of the approved label. 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. The policies of the FDA, EMA and of other regulatory authorities may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. 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.

Coverage and reimbursement may be limited or unavailable in certain market segments for our product candidates, if approved, which could make it difficult for us to sell any product candidates profitably.

The success of our product candidates, if approved, depends on the availability of coverage and adequate reimbursement from third-party payors. We cannot be sure that coverage and reimbursement will be available for, or accurately estimate the potential revenue from, our product candidates or assure that coverage and reimbursement will be available for any product that we may develop.

Patients who are provided medical treatment for their conditions generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Coverage and adequate reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors is critical to new product acceptance.

Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which drugs and treatments they will cover and the amount of reimbursement. Coverage and reimbursement by a third-party payor may depend upon a number of factors, including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and

- neither experimental nor investigational.

In the United States, no uniform policy of coverage and reimbursement for products exists among third-party payors. As a result, obtaining coverage and reimbursement approval of a product from a government or other third-party payor is a time-consuming and costly process that could require us to provide to each payor supporting scientific, clinical and cost-effectiveness data for the use of our products on a payor-by-payor basis, with no assurance that coverage and adequate reimbursement will be obtained. Even if we obtain coverage for a given product, the resulting reimbursement payment rates might not be adequate for us to achieve or sustain profitability or may require co-payments that patients find unacceptably high. Additionally, third-party payors may not cover, or provide adequate reimbursement for, long-term follow-up evaluations required following the use of product candidates. Patients are unlikely to use our product candidates unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our product candidates. There is significant uncertainty related to insurance coverage and reimbursement of newly approved products. It is difficult to predict at this time what third-party payors will decide with respect to the coverage and reimbursement for our product candidates.

Payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, the Middle Class Tax Relief and Job Creation Act of 2012 required that the Centers for Medicare & Medicaid Services, the agency responsible for administering the Medicare program, or CMS, reduce the Medicare clinical laboratory fee schedule by 2% in 2013, which served as a base for 2014 and subsequent years. In addition, effective January 1, 2014, CMS also began bundling the Medicare payments for certain laboratory tests ordered while a patient received services in a hospital outpatient setting. Additional state and federal healthcare reform measures are expected to be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for certain pharmaceutical products or additional pricing pressures.

Moreover, increasing efforts by governmental and third-party payors in the United States and abroad to cap or reduce healthcare costs may cause such organizations to limit both coverage and the level of reimbursement for newly approved products and, as a result, they may not cover or provide adequate payment for our product candidates. There has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically, there have been several recent U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs. We expect to experience pricing pressures in connection with the sale of any of our product candidates due to the trend toward managed healthcare, the increasing influence of health maintenance organizations, cost containment initiatives and additional legislative changes. At the federal level, the Trump administration's budget proposal for fiscal year 2019 contains further drug price control measures that could be enacted during the 2019 budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. While any proposed measures will require authorization through additional legislation to become effective, Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. At the state level, legislatures are increasingly 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.

Ongoing healthcare legislative and regulatory reform measures may have a material adverse effect on our business and results of operations.

Changes in regulations, statutes or the interpretation of existing regulations could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements; (ii) additions or modifications to product labeling; (iii) the recall or discontinuation of our products; or (iv) additional record-keeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business.

In the United States, there have been and continue to be a number of legislative initiatives to contain healthcare costs. For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively the ACA, was passed, which substantially changes the way health care is financed by both governmental and private insurers, and significantly impacts the U.S. pharmaceutical industry. The ACA, among other things, subjects biological products to potential competition by lower-cost biosimilars, addresses 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, increases the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extends the rebate program to individuals enrolled in Medicaid managed care organizations, establishes annual fees and taxes on manufacturers of certain branded prescription drugs, and creates a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% (and 70% commencing January 1, 2019) point-of-sale discounts off 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.

Some of the provisions of the ACA have yet to be fully implemented, while certain provisions have been subject to judicial and Congressional challenges, as well as 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. For example, the Trump administration has concluded that cost-sharing reduction, or CSR, payments to insurance companies required under the ACA have not received necessary appropriations from Congress and announced that it will discontinue these payments immediately until such appropriations are made. The loss of the CSR payments is expected to increase premiums on certain policies issued by qualified health plans under the ACA. A bipartisan bill to appropriate funds for CSR payments was introduced in the Senate, but the future of that bill is uncertain. Several state Attorneys General have filed lawsuits to stop the administration from terminating the subsidies, but their request for a restraining order was denied by a federal judge in California on October 25, 2017. 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 TCJA 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." 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, effective January 1, 2019, to close the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole." Moreover, CMS has recently proposed regulations that would give states greater flexibility in setting benchmarks for insurers in the individual and small group marketplaces, which may have the effect of relaxing the essential health benefits required under the ACA for plans sold through such marketplaces. Litigation and legislation over the ACA are likely to continue, with unpredictable and uncertain results.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. On August 2, 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions 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. On January 2, 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.

These laws, and future state and federal healthcare reform measures may be adopted in the future, any of which may result in additional reductions in Medicare and other healthcare funding and otherwise affect the prices we may obtain for any of our product candidates for which we may obtain regulatory approval or the frequency with which any such product candidate is prescribed or used.

EU drug marketing and reimbursement regulations may make materially affect our ability to market and receive coverage for our products in the European member states.

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

Much like the federal Anti-Kickback Statute prohibition in the United States, the provision of benefits or advantages to physicians to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal products is also prohibited in the EU. The provision of benefits or advantages to physicians is governed by the national anti-bribery laws of EU Member States, such as the UK Bribery Act 2010. Infringement of these laws could result in substantial fines and imprisonment.

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

In addition, in most foreign countries, including the European Economic Area, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing and reimbursement vary widely from country to country. For example, the EU provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. Reference pricing used by various EU member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. In some countries, we may be required to conduct a clinical study or other studies that compare the cost-effectiveness of any of our product candidates to other available therapies in order to obtain or maintain reimbursement or pricing approval. There can be no

assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our products. Historically, products launched in the EU do not follow price structures of the United States and generally prices tend to be significantly lower. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If pricing is set at unsatisfactory levels or if reimbursement of our products is unavailable or limited in scope or amount, our revenues from sales by us or our strategic partners and the potential profitability of any of our product candidates in those countries would be negatively affected.

European data collection is governed by restrictive regulations governing the use, processing, and cross-border transfer of personal information.

The collection and use of personal health data in the EU is governed by the provisions of the Data Protection Directive, and as of May 2018 the General Data Protection Regulation, or GDPR. These directives impose several requirements relating to the consent of the individuals to whom the personal data relates, the information provided to the individuals, notification of data processing obligations to the competent national data protection authorities and the security and confidentiality of the personal data. The Data Protection Directive and GDPR also impose strict rules on the transfer of personal data out of the EU to the United States. Failure to comply with the requirements of the Data Protection Directive, the GDPR, and the related national data protection laws of the EU Member States may result in fines and other administrative penalties. The GDPR introduces new data protection requirements in the EU and substantial fines for breaches of the data protection rules. The GDPR regulations may impose additional responsibility and liability in relation to personal data that we process and we may be required to put in place additional mechanisms ensuring compliance with the new data protection rules. This may be onerous and adversely affect our business, financial condition, results of operations and prospects.

Additional laws and regulations governing international operations

If we further expand our operations outside of the United States, we must dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate. The FCPA prohibits any U.S. individual or business from paying, offering, authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the United States to comply with certain accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Compliance with the FCPA is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry, because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

Various laws, regulations and executive orders also restrict the use and dissemination outside of the United States, or the sharing with certain non-U.S. nationals, of information classified for national security purposes, as well as certain products and technical data relating to those products. If we expand our presence outside of the United States, it will require us to dedicate additional resources to comply with these laws, and these laws may preclude us from developing, manufacturing, or selling certain products and product candidates outside of the United States, which could limit our growth potential and increase our development costs.

The failure to comply with laws governing international business practices may result in substantial civil and criminal penalties and suspension or debarment from government contracting. The Securities and Exchange Commission, or SEC, also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

We are subject to certain U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations. We can face serious consequences for violations.

Among other matters, U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations, which are collectively referred to as Trade Laws, prohibit companies and their employees, agents, clinical research organizations, legal counsel, accountants, consultants, contractors, and other partners from authorizing, promising, offering, providing, soliciting, or receiving directly or indirectly, corrupt or improper payments or anything else of value to or from recipients in the public or private sector. Violations of Trade Laws can result in substantial criminal fines and civil penalties, imprisonment, the loss of trade privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities, and other organizations. We also expect our non-U.S. activities to increase in time. We plan to engage third parties for clinical trials and/or to obtain necessary permits, licenses, patent registrations, and other regulatory approvals and we can be held liable for the corrupt or other illegal activities of our personnel, agents, or partners, even if we do not explicitly authorize or have prior knowledge of such activities.

Risks Related to Our Intellectual Property

Our success depends in part on our ability to protect our intellectual property. It is difficult and costly to protect our proprietary rights and technology, and we may not be able to ensure their protection.

Our commercial success will depend in large part on obtaining and maintaining patent, trademark and trade secret protection of our proprietary technologies and our product candidates, their respective components, formulations, combination therapies, methods used to manufacture them and methods of treatment, as well as successfully defending these patents against third-party challenges. Our ability to stop unauthorized third parties from making, using, selling, offering to sell or importing our product candidates is dependent upon the extent to which we have rights under valid and enforceable patents that cover these activities. If we are unable to secure and maintain patent protection for any product or technology we develop, or if the scope of the patent protection secured is not sufficiently broad, our competitors could develop and commercialize products and technology similar or identical to ours, and our ability to commercialize any product candidates we may develop may be adversely affected.

The patenting process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. In addition, we may not pursue or obtain patent protection in all relevant markets. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Moreover, in some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from or license to third parties and are reliant on our licensors or licensees.

The strength of patents in the biotechnology and pharmaceutical field involves complex legal and scientific questions and can be uncertain. The patent applications that we own or in-license may fail to result in issued patents with claims that cover our product candidates or uses thereof in the United States or in other foreign countries. Even if the patents do successfully issue, third parties may challenge the validity, enforceability or scope thereof, which may result in such patents being narrowed, invalidated or held unenforceable. Furthermore, even if they are unchallenged, our patents and patent applications may not adequately protect our intellectual property or prevent others from designing around our claims. If the breadth or strength of protection provided by the patent applications we hold with respect to our product

candidates is threatened, it could dissuade companies from collaborating with us to develop, and threaten our ability to commercialize, our product candidates. Further, if we encounter delays in our clinical trials, the period of time during which we could market our product candidates under patent protection would be reduced.

Since patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we were the first to file any patent application related to our product candidates. Furthermore, for United States applications in which all claims are entitled to a priority date before March 16, 2013, an interference proceeding can be provoked by a third-party or instituted by the United States patent office, or USPTO, to determine who was the first to invent any of the subject matter covered by the patent claims of our applications.

We cannot be certain that we are the first to invent the inventions covered by pending patent applications and, if we are not, we may be subject to priority disputes. We may be required to disclaim part or all of the term of certain patents or all of the term of certain patent applications. There may be prior art of which we are not aware that may affect the validity or enforceability of a patent claim. There also may be prior art of which we are aware, but which we do not believe affects the validity or enforceability of a claim, which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim. No assurance can be given that if challenged, our patents would be declared by a court to be valid or enforceable or that even if found valid and enforceable, a competitor's technology or product would be found by a court to infringe our patents. We may analyze patents or patent applications of our competitors that we believe are relevant to our activities, and consider that we are free to operate in relation to our product candidates, but our competitors may achieve issued claims, including in patents we consider to be unrelated, which block our efforts or may potentially result in our product candidates or our activities infringing such claims. The possibility exists that others will develop products which have the same effect as our products on an independent basis which do not infringe our patents or other intellectual property rights, or will design around the claims of patents that we have had issued that cover our products.

Recent or future patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents. Under the enacted Leahy-Smith America Invents Act, or America Invents Act, enacted in 2013, the United States moved from a "first to invent" to a "first-to-file" system. Under a "first-to-file" system, assuming the other requirements for patentability are met, the first inventor to file a patent application generally will be entitled to a patent on the invention regardless of whether another inventor had made the invention earlier. The America Invents Act includes a number of other significant changes to U.S. patent law, including provisions that affect the way patent applications are prosecuted, redefine prior art and establish a new post-grant review system. The effects of these changes are currently unclear as the USPTO only recently developed new regulations and procedures in connection with the America Invents Act and many of the substantive changes to patent law, including the "first-to-file" provisions, only became effective in March 2013. In addition, the courts have yet to address many of these provisions and the applicability of the act and new regulations on specific patents discussed herein have not been determined and would need to be reviewed. 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 have a material adverse effect on our business and financial condition.

The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- § others may be able to make or use compounds or cells that are similar to the biological compositions of our product candidates but that are not covered by the claims of our patents;

- the active biological ingredients in our current product candidates will eventually become commercially available in biosimilar drug products, and no patent protection may be available with regard to formulation or method of use;
- we or our licensors, as the case may be, may fail to meet our obligations to the U.S. government in regards to any in-licensed patents and patent applications funded by U.S. government grants, leading to the loss of patent rights;
- we or our licensors, as the case may be, might not have been the first to file patent applications for these inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies;
- it is possible that our pending patent applications will not result in issued patents;
- it is possible that there are prior public disclosures that could invalidate our or our licensors' patents, as the case may be, or parts of our or their patents;
- it is possible that others may circumvent our owned or in-licensed patents;
- it is possible that there are unpublished applications or patent applications maintained in secrecy that may later issue with claims covering our products or technology similar to ours;
- the laws of foreign countries may not protect our or our licensors', as the case may be, proprietary rights to the same extent as the laws of the United States;
- the claims of our owned or in-licensed issued patents or patent applications, if and when issued, may not cover our product candidates;
- our owned or in-licensed issued patents may not provide us with any competitive advantages, may be narrowed in scope, or be held invalid or unenforceable as a result of legal challenges by third parties;
- the inventors of our owned or in-licensed patents or patent applications may become involved with competitors, develop products or processes which design around our patents, or become hostile to us or the patents or patent applications on which they are named as inventors;
- it is possible that our owned or in-licensed patents or patent applications omit individual(s) that should be listed as inventor(s) or include individual(s) that should not be listed as inventor(s), which may cause these patents or patents issuing from these patent applications to be held invalid or unenforceable;
- we have engaged in scientific collaborations in the past, and will continue to do so in the future. Such collaborators may develop adjacent or competing products to ours that are outside the scope of our patents;
- we may not develop additional proprietary technologies for which we can obtain patent protection;
- it is possible that product candidates or diagnostic tests we develop may be covered by third parties' patents or other exclusive rights; or
- the patents of others may have an adverse effect on our business.

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

We are dependent on patents, know-how and proprietary technology, both our own and licensed from others. Any termination of these licenses could result in the loss of significant rights and could harm our ability to commercialize our product candidates. See "Business — License Agreements" for additional information regarding our license agreements.

Disputes may also arise between us and our licensors regarding intellectual property subject to a license agreement, including:

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

- whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- our right to sublicense patent and other rights to third parties under collaborative development relationships;
- our diligence obligations with respect to the use of the licensed technology in relation to our development and commercialization of our product candidates, and what activities satisfy those diligence obligations; and
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners.

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

We are generally also subject to all of the same risks with respect to protection of intellectual property that we license, as we are for intellectual property that we own, which are described below. If we or our licensors fail to adequately protect this intellectual property, our ability to commercialize products could suffer.

If we fail to comply with our obligations under our patent licenses with third parties, we could lose license rights that are important to our business.

We are a party to license agreements pursuant to which we in-license key patent and patent applications for our product candidates. These existing licenses impose various diligence, milestone payment, royalty, insurance and other obligations on us. If we fail to comply with these obligations, our licensors may have the right to terminate the license, in which event we would not be able to develop or market the products covered by such licensed intellectual property.

We may have limited control over the maintenance and prosecution of these in-licensed patents and patent applications, activities or any other intellectual property that may be related to our in-licensed intellectual property. For example, we cannot be certain that such activities by these licensors have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents and other intellectual property rights. We have limited control over the manner in which our licensors initiate an infringement proceeding against a third-party infringer of the intellectual property rights, or defend certain of the intellectual property that is licensed to us. It is possible that the licensors' infringement proceeding or defense activities may be less vigorous than had we conducted them ourselves.

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

In addition to patent protection, we rely heavily upon know-how and trade secret protection, as well as non-disclosure agreements and invention assignment agreements with our employees, consultants and third-parties, to protect our confidential and proprietary information, especially where we do not believe patent protection is appropriate or obtainable. In addition to contractual measures, we try to protect the confidential nature of our proprietary information using physical and technological security measures. Such measures may not, for example, in the case of misappropriation of a trade secret by an employee or third-party with authorized access, provide adequate protection for our proprietary information. Our security measures may not prevent an employee or consultant from misappropriating our trade secrets and providing them to a competitor, and recourse we take against such misconduct may not provide an adequate remedy to protect our interests fully. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret can be difficult, expensive, and time-consuming, and the outcome is unpredictable. In addition, trade secrets may be independently developed by others in a manner that could prevent legal recourse by us. If any of our confidential or proprietary information, such as our trade secrets, were to be disclosed or

misappropriated, or if any such information was independently developed by a competitor, our competitive position could be harmed.

In addition, courts outside the United States are sometimes less willing to protect trade secrets. If we choose to go to court to stop a third-party from using any of our trade secrets, we may incur substantial costs. These lawsuits may consume our time and other resources even if we are successful. Although we take steps to protect our proprietary information and trade secrets, including through contractual means with our employees and consultants, third parties may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose our technology.

Thus, we may not be able to meaningfully protect our trade secrets. It is our policy to require our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to execute confidentiality agreements upon the commencement of employment or consulting relationships with us. These agreements provide that all confidential information concerning our business or financial affairs developed or made known to the individual or entity during the course of the party's relationship with us is to be kept confidential and not disclosed to third parties except in specific circumstances. In the case of employees, the agreements provide that all inventions conceived by the individual, and which are related to our current or planned business or research and development or made during normal working hours, on our premises or using our equipment or proprietary information, are our exclusive property. In addition, we take other appropriate precautions, such as physical and technological security measures, to guard against misappropriation of our proprietary technology by third parties. We have also adopted policies and conduct training that provides guidance on our expectations, and our advice for best practices, in protecting our trade secrets.

Third-party claims of intellectual property infringement may prevent or delay our product discovery and development efforts.

Our commercial success depends in part on our ability to develop, manufacture, market and sell our product candidates and use our proprietary technologies without infringing the proprietary rights of third parties. There is a substantial amount of litigation involving patents and other intellectual property rights in the biotechnology and pharmaceutical industries, as well as administrative proceedings for challenging patents, including interference, derivation, *inter partes* review, post grant review, and reexamination proceedings before the USPTO or oppositions and other comparable proceedings in foreign jurisdictions. We may be exposed to, or threatened with, future litigation by third parties having patent or other intellectual property rights alleging that our product candidates and/or proprietary technologies infringe their intellectual property rights. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we are developing our product candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our product candidates may give rise to claims of infringement of the patent rights of others. Moreover, it is not always clear to industry participants, including us, which patents cover various types of drugs, products or their methods of use or manufacture. Thus, because of the large number of patents issued and patent applications filed in our fields, there may be a risk that third parties may allege they have patent rights encompassing our product candidates, technologies or methods.

If a third-party claims that we infringe its intellectual property rights, we may face a number of issues, including, but not limited to:

- infringement and other intellectual property claims which, regardless of merit, may be expensive and time-consuming to litigate and may divert our management's attention from our core business;
- substantial damages for infringement, which we may have to pay if a court decides that the product candidate or technology at issue infringes on or violates the third-party's rights, 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;

- a court prohibiting us from developing, manufacturing, marketing or selling our product candidates, or from using our proprietary technologies, unless the third-party licenses its product rights to us, which it is not required to do;
- if a license is available from a third-party, we may have to pay substantial royalties, upfront fees and other amounts, and/or grant cross-licenses to intellectual property rights for our products; and
- redesigning our product candidates or processes so they do not infringe, which may not be possible or may require substantial monetary expenditures and time.

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. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise the funds necessary to continue our operations or could otherwise have a material adverse effect on our business, results of operations, financial condition and prospects.

Third parties may assert that we are employing their proprietary technology without authorization. Generally, conducting clinical trials and other development activities in the United States is protected under the Safe Harbor exemption as set forth in 35 U.S.C. § 271. If and when SRK-015 or another one of our product candidates is approved by the FDA, that certain third-party may then seek to enforce its patent by filing a patent infringement lawsuit against us. While we do not believe that any claims of such patent that could otherwise materially adversely affect commercialization of our antibody candidates, if approved, are valid and enforceable, we may be incorrect in this belief, or we may not be able to prove it in a litigation. In this regard, patents issued in the U.S. by law enjoy a presumption of validity that can be rebutted only with evidence that is "clear and convincing," a heightened standard of proof. There may be third-party patents of which we are currently unaware with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our product candidates. Because patent applications can take many years to issue, there may be currently pending patent applications which may later result in issued patents that our product candidates may infringe. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon these patents. If any third-party patents were held by a court of competent jurisdiction to cover the manufacturing process of our product candidates, constructs or molecules used in or formed during the manufacturing process, or any final product itself, the holders of any such patents may be able to block our ability to commercialize the product candidate unless we obtained a license under the applicable patents, or until such patents expire or they are finally determined to be held invalid or unenforceable. Similarly, if any third-party patent were held by a court of competent jurisdiction to cover aspects of our formulations, processes for manufacture or methods of use, the holders of any such patent may be able to block our ability to develop and commercialize the product candidate unless we obtained a license or until such patent expires or is finally determined to be held invalid or unenforceable. In either case, such a license may not be available on commercially reasonable terms or at all. If we are unable to obtain a necessary license to a third-party patent on commercially reasonable terms, or at all, our ability to commercialize our product candidates may be impaired or delayed, which could in turn significantly harm our business. Even if we obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

Parties making claims against us may seek and obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize our product candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. In the event of a successful claim of infringement against us, we may have to pay substantial damages, including treble damages and attorneys' fees for

willful infringement, obtain one or more licenses from third parties, pay royalties or redesign our infringing products, which may be impossible or require substantial time and monetary expenditure. We cannot predict whether any such license would be available at all or whether it would be available on commercially reasonable terms. Furthermore, even in the absence of litigation, we may need to obtain licenses from third parties to advance our research or allow commercialization of our product candidates. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. In that event, we would be unable to further develop and commercialize our product candidates, which could harm our business significantly.

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

As is common in the biotechnology and pharmaceutical industries, we employ individuals who were previously employed at universities or other biopharmaceutical or pharmaceutical companies, including our competitors or potential competitors. Although no claims against us are currently pending, and although we try to ensure that our employees and consultants do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise used or disclosed intellectual property, including trade secrets or other proprietary information, of a former employer or other third parties. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and, if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. This type of litigation or proceeding could substantially increase our operating losses and reduce our resources available for development activities. We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their substantially greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other intellectual property related proceedings could adversely affect our ability to compete in the marketplace.

We may not be successful in obtaining or maintaining necessary rights to develop any future product candidates on acceptable terms.

Because our programs may involve additional product candidates that may require the use of proprietary rights held by third parties, the growth of our business may depend in part on our ability to acquire, in-license or use these proprietary rights.

Our product candidates may also require specific formulations to work effectively and efficiently and these rights may be held by others. We may develop products containing our compounds and pre-existing pharmaceutical compounds. We may be required by the FDA or comparable foreign regulatory authorities to provide a companion diagnostic test or tests with our product candidates. These diagnostic test or tests may be covered by intellectual property rights held by others. We may be unable to acquire or in-license any compositions, methods of use, processes or other third-party intellectual property rights from third parties that we identify as necessary or important to our business operations. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all, which would harm our business. We may need to cease use of the compositions or methods covered by such third-party intellectual property rights, and may need to seek to develop alternative approaches that do not infringe on such intellectual property rights which may entail additional costs and development delays, even if we were able to develop such alternatives, which may not be feasible. Even if we are able to obtain a license, it may be non-exclusive,

thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to develop or license replacement technology.

Additionally, we sometimes collaborate with academic institutions to accelerate our preclinical research or development under written agreements with these institutions. In certain cases, these institutions provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to others, potentially blocking our ability to pursue our program. If we are unable to successfully obtain rights to required third-party intellectual property or to maintain the existing intellectual property rights we have, we may have to abandon development of such program and our business and financial condition could suffer.

The licensing and acquisition of third-party intellectual property rights is a competitive area, and companies, which may be more established, or have greater resources than we do, may also be pursuing strategies to license or acquire third-party intellectual property rights that we may consider necessary or attractive in order to commercialize our product candidates. More established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities. There can be no assurance that we will be able to successfully complete such negotiations and ultimately acquire the rights to the intellectual property surrounding the additional product candidates that we may seek to acquire.

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

Competitors may infringe our patents or the patents of our licensors. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming. In addition, in an infringement proceeding, a court may decide that one or more of our patents is not valid or is unenforceable, or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our patents at risk of being invalidated, held unenforceable, or interpreted narrowly and could put our patent applications at risk of not issuing. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business.

We may choose to challenge the patentability of claims in a third-party's U.S. patent by requesting that the USPTO review the patent claims in an *ex-parte* re-exam, *inter partes* review or post-grant review proceedings. These proceedings are expensive and may consume our time or other resources. We may choose to challenge a third-party's patent in patent opposition proceedings in the European Patent Office, or EPO, or other foreign patent office. The costs of these opposition proceedings could be substantial, and may consume our time or other resources. If we fail to obtain a favorable result at the USPTO, EPO or other patent office then we may be exposed to litigation by a third-party alleging that the patent may be infringed by our product candidates or proprietary technologies.

In addition, because some patent applications in the United States may be maintained in secrecy until the patents are issued, patent applications in the United States and many foreign jurisdictions are typically not published until 18 months after filing, and publications in the scientific literature often lag behind actual discoveries, we cannot be certain that others have not filed patent applications for technology covered by our owned and in-licensed issued patents or our pending applications, or that we or, if applicable, a licensor were the first to invent the technology. Our competitors may have filed, and may in the future file, patent applications covering our products or technology similar to ours. Any such patent application may have priority over our owned and in-licensed patent applications or patents, which could require us to obtain rights to issued patents covering such technologies. If another party has filed a U.S. patent application on

inventions similar to those owned by or in-licensed to us, we or, in the case of in-licensed technology, the licensor may have to participate in an interference proceeding declared by the USPTO to determine priority of invention in the United States. If we or one of our licensors is a party to an interference proceeding involving a U.S. patent application on inventions owned by or in-licensed to us, we may incur substantial costs, divert management's time and expend other resources, even if we are successful.

Interference proceedings provoked by third parties or brought by the USPTO may be necessary to determine the priority of inventions with respect to our patents or patent applications or those of our licensors. An unfavorable outcome could result in a loss of our current patent rights and could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Litigation or interference proceedings may result in a decision adverse to our interests and, even if we are successful, may result in substantial costs and distract our management and other employees. We may not be able to prevent, alone or with our licensors, misappropriation of our trade secrets or confidential information, particularly in countries where the laws may not protect those rights as fully as in the United States.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock.

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

Periodic maintenance fees on any issued patent are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of the patent. The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent application process and following the issuance of a patent. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Noncompliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. In such an event, our competitors might be able to enter the market, which would have a material adverse effect on our business.

Issued patents covering our product candidates could be found invalid or unenforceable if challenged in court or the USPTO.

If we or one of our licensing partners initiate legal proceedings against a third-party to enforce a patent covering one of our product candidates, the defendant could counterclaim that the patent covering our product candidate, as applicable, is invalid and/or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace, and there are numerous grounds upon which a third-party can assert invalidity or unenforceability of a patent. Third parties may also raise similar claims before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms include re-examination, post grant review, and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). Such proceedings could result in revocation or amendment to our patents in such a way that they no longer cover our product candidates. 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,

our patent counsel and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, or if we are otherwise unable to adequately protect our rights, we would lose at least part, and perhaps all, of the patent protection on our product candidates. Such a loss of patent protection could have a material adverse impact on our business and our ability to commercialize or license our technology and product candidates.

Likewise, our current owned patents covering our proprietary technologies and our product candidates are expected to expire in 2034, without taking into account any possible patent term adjustments or extensions. Our earliest patents may expire before, or soon after, our first product achieves marketing approval in the United States or foreign jurisdictions. Upon the expiration of our current patents, we may lose the right to exclude others from practicing these inventions. The expiration of these patents could also have a similar material adverse effect on our business, results of operations, financial condition and prospects. We own pending patent applications covering our proprietary technologies or our product candidates that if issued as patents are expected to expire from 2033 through 2038, without taking into account any possible patent term adjustments or extensions. However, we cannot be assured that the USPTO or relevant foreign patent offices will grant any of these patent applications.

Changes in patent law in the U.S. and in ex-U.S. jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our products.

As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involve both technological and legal complexity, and is therefore costly, time-consuming and inherently uncertain. In addition, the United States has recently enacted and is currently implementing wide-ranging patent reform legislation. Recent U.S. Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the federal courts, and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. For example, in the case *Amgen Inc. v. Sanofi,* the Federal Circuit held that a well characterized antigen is insufficient to satisfy the written description requirement of certain claims directed to a genus of antibodies that are solely defined by function; and in the case of *Assoc. for Molecular Pathology v. Myriad Genetics, Inc.,* the U.S. Supreme Court held that certain claims to DNA molecules are not patentable. We cannot predict how these decisions or any future decisions by the courts, the U.S. Congress or the USPTO may impact the value of our patents. Similarly, any adverse changes in the patent laws of other jurisdictions could have a material adverse effect on our business and financial condition.

We have limited foreign intellectual property rights and may not be able to protect our intellectual property rights throughout the world.

We have limited intellectual property rights outside the United States. Filing, prosecuting and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but where enforcement is not as strong as that in the United States. These products may compete with our products in jurisdictions where we do not have any issued patents and our patent claims or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biopharmaceutical products, which could make it difficult for us to stop the infringement of our patents or marketing of competing products against third parties in violation of our proprietary rights generally. The initiation of proceedings by third parties to challenge the scope or validity of our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

We may incur substantial costs as a result of litigation or other proceedings relating to patents, and we may be unable to protect our rights to our products and technology.

If we or our licensors choose to go to court to stop a third-party from using the inventions claimed in our owned or in-licensed patents, that third-party may ask the court to rule that the patents are invalid and/or should not be enforced against that third-party. These lawsuits are expensive and would consume time and other resources even if we or they, as the case may be, were successful in stopping the infringement of these patents. In addition, there is a risk that the court will decide that these patents are not valid and that we or they, as the case may be, do not have the right to stop others from using the inventions.

There is also the risk that, even if the validity of these patents is upheld, the court will refuse to stop the third-party on the ground that such third-party's activities do not infringe our owned or in-licensed patents. In addition, the U.S. Supreme Court has recently changed some legal principles that affect patent applications, granted patents and assessment of the eligibility or validity of these patents. As a consequence, issued patents may be found to contain invalid claims according to the newly revised eligibility and validity standards. Some of our owned or in-licensed patents may be subject to challenge and subsequent invalidation or significant narrowing of claim scope in proceedings before the USPTO, or during litigation, under the revised criteria which could also make it more difficult to obtain patents.

We, or our licensors, may not be able to detect infringement against our owned or in-licensed patents, as the case may be, which may be especially difficult for manufacturing processes or formulation patents. Even if we or our licensors detect infringement by a third-party of our owned or in-licensed patents, we or our licensors, as the case may be, may choose not to pursue litigation against or settlement with the third-party. If we, or our licensors, later sue such third-party for patent infringement, the third-party may have certain legal defenses available to it, which otherwise would not be available except for the delay between when the infringement was first detected and when the suit was brought. Such legal defenses may make it impossible for us or our licensors to enforce our owned or in-licensed patents, as the case may be, against such third-party.

If another party questions the patentability of any of our claims in our owned or in-licensed U.S. patents, the third-party can request that the USPTO review the patent claims such as in an *inter partes* review, *ex parte* re-exam or post-grant review proceedings. These proceedings are expensive and may result in a loss of scope of some claims or a loss of the entire patent. In addition to potential USPTO review proceedings, we may become a party to patent opposition proceedings at the EPO or similar proceedings in other foreign patent offices, where either our owned or in-licensed foreign patents are challenged. One of our in-licensed European patents is involved in a multi-party European opposition proceeding at the EPO. While we believe that the granted claims will ultimately be found to be valid, there is a risk that one or more of the grounds

raised by the opponents will invalidate one or more of the granted claims. This may prevent us from asserting this patent against our competitors marketing otherwise infringing products in relevant European countries where this patent has been granted.

In the future, we may be involved in similar proceedings challenging the patent rights of others, and the outcome of such proceedings is highly uncertain. An adverse determination in any such proceeding could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology or products and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights. The costs of these opposition or similar proceedings could be substantial, and may result in a loss of scope of some claims or a loss of the entire patent. An unfavorable result at the USPTO, EPO or other patent office may result in the loss of our right to exclude others from practicing one or more of our inventions in the relevant country or jurisdiction, which could have a material adverse effect on our business.

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

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

If we do not obtain patent term extension and data exclusivity for any product candidates we may develop, our business may be materially harmed.

Depending upon the timing, duration and specifics of any FDA marketing approval of any product candidates we may develop, one or more of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Action of 1984 Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent extension term of up to five years as compensation for patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering the approved drug, a method for using it, or a method for manufacturing it may be extended. However, we may not be granted an extension because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents, or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our business, financial condition, results of operations, and prospects could be materially harmed.

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

Our trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names or may be forced to stop using these names, which we need for name recognition by potential partners or customers in our markets of interest. If we are unable to establish name recognition

based on our trademarks and trade names, we may not be able to compete effectively and our business may be adversely affected.

Risks Related to Our Reliance On Third Parties

We rely on third parties to conduct certain aspects of our preclinical studies and will rely on third parties to conduct our clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines or comply with regulatory requirements, we may not be able to obtain regulatory approval of or commercialize any potential product candidates.

We depend upon third parties to conduct certain aspects of our preclinical studies and will depend on third parties, including independent investigators, to conduct our clinical trials, under agreements with universities, medical institutions, CROs, strategic partners and others. We expect to have to negotiate budgets and contracts with such third parties, which may result in delays to our development timelines and increased costs.

We will rely especially heavily on third parties over the course of our clinical trials, and, as a result, will have limited control over the clinical investigators and limited visibility into their day-to-day activities, including with respect to their compliance with the approved clinical protocol. Nevertheless, we are responsible for ensuring that each of our trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities. We and these third parties are required to comply with GCP requirements, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for product candidates in clinical development. Regulatory authorities enforce these GCP requirements through periodic inspections of trial sponsors, clinical investigators and trial sites. If we or any of these third parties fail to comply with applicable GCP requirements, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to suspend or terminate these trials or perform additional preclinical studies or clinical trials before approving our marketing applications. We cannot be certain that, upon inspection, such regulatory authorities will determine that any of our clinical trials comply with the GCP requirements. In addition, our clinical trials must be conducted with biologic product produced under cGMP, requirements and may require a large number of patients.

Our failure or any failure by these third parties to comply with these regulations or to recruit a sufficient number of patients may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be implicated if any of these third parties violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

Any third parties conducting aspects of our preclinical studies or our future clinical trials will not be our employees and, except for remedies that may be available to us under our agreements with such third parties, we cannot control whether or not they devote sufficient time and resources to our preclinical studies and clinical programs. These third parties may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other product development activities, which could affect their performance on our behalf. If these 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 preclinical or clinical data they obtain is compromised due to the failure to adhere to our protocols or regulatory requirements or for other reasons, our development timelines, including clinical development timelines, may be extended, delayed or terminated and we may not be able to complete development of, obtain regulatory approval of or successfully commercialize our product candidates. As a result, our financial results and the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenue could be delayed.

If any of our relationships with these third-party CROs or others terminate, we may not be able to enter into arrangements with alternative CROs or other third parties or to do so on commercially reasonable terms.

Switching or adding additional CROs involves additional cost and requires management time and focus. In addition, there is a natural transition period when a new CRO begins work. As a result, delays may occur, which can materially impact our ability to meet our desired development timelines. Though we carefully manage our relationships with our CROs, there can be no assurance that we will not encounter similar challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects.

Because we rely on third-party manufacturing and supply partners, our supply of research and development, preclinical and clinical development materials may become limited or interrupted or may not be of satisfactory quantity or quality.

We rely on third-party contract manufacturers to manufacture some of our preclinical product candidate supplies and will rely on third-party contract manufacturers to manufacture all of our clinical trial product supplies. We do not own manufacturing facilities for producing any clinical trial product supplies. There can be no assurance that our preclinical and clinical development product supplies will not be limited, interrupted, or of satisfactory quality or continue to be available at acceptable prices. In particular, any replacement of our manufacturer could require significant effort and expertise because there may be a limited number of qualified replacements; this could be particularly problematic where we rely on a single-source supplier, as is currently the case for the manufacture of SRK-015.

The manufacturing process for a product candidate is subject to FDA and foreign regulatory authority review. Suppliers and manufacturers must meet applicable manufacturing requirements and undergo rigorous facility and process validation tests required by regulatory authorities in order to comply with regulatory standards, such as cGMPs. In the event that any of our manufacturers fails to comply with such requirements or to perform its obligations to us in relation to quality, timing or otherwise, or if our supply of components or other materials becomes limited or interrupted for other reasons, we may be forced to manufacture the materials ourselves, for which we currently do not have the capabilities or resources, or enter into an agreement with another third-party, which we may not be able to do on reasonable terms, if at all. In some cases, the technical skills or technology required to manufacture our product candidates may be unique or proprietary to the original manufacturer and we may have difficulty transferring such skills or technology to another third-party and a feasible alternative may not exist. These factors would increase our reliance on such manufacturer or require us to obtain a license from such manufacturer in order to have another third-party manufacture our product candidates. If we are required to change manufacturers for any reason, we will be required to verify that the new manufacturer maintains facilities and procedures that comply with quality standards and with all applicable regulations and guidelines. The delays associated with the verification of a new manufacturer could negatively affect our ability to develop product candidates in a timely manner or within budget.

We expect to continue to rely on third-party manufacturers if we receive regulatory approval for SRK-015 or any future product candidate. To the extent that we have existing, or enter into future, manufacturing arrangements with third parties, we will depend on these third parties to perform their obligations in a timely manner consistent with contractual and regulatory requirements, including those related to quality control and assurance. If we are unable to obtain or maintain third-party manufacturing for product candidates, or to do so on commercially reasonable terms, we may not be able to develop and commercialize our product candidates successfully. Our or a third-party's failure to execute on our manufacturing requirements and comply with cGMP could adversely affect our business in a number of ways, including:

- an inability to initiate or continue clinical trials of product candidates under development;
- delay in submitting regulatory applications, or receiving regulatory approvals, for product candidates;
- loss of the cooperation of an existing or future collaborator;
- subjecting third-party manufacturing facilities or our manufacturing facilities to additional inspections by regulatory authorities;

- requirements to cease distribution or to recall batches of our product candidates; and
- in the event of approval to market and commercialize a product candidate, an inability to meet commercial demands for our products.

In addition, we contract with fill and finishing providers with the appropriate expertise, facilities and scale to meet our needs. Failure to maintain cGMP can result in a contractor receiving FDA sanctions, which can impact our ability to operate or lead to delays in any clinical development programs. We believe that our current fill and finish contractor is operating in accordance with cGMP, but we can give no assurance that FDA, EMA or other regulatory agencies will not conclude that a lack of compliance exists. In addition, any delay in contracting for fill and finish services, or failure of the contract manufacturer to perform the services as needed, may delay any clinical trials, registration and launches, which could negatively affect our business.

Our reliance on third parties, such as manufacturers and antibody discovery vendors, may subject us to risks relating to manufacturing scale-up and may cause us to undertake substantial obligations, including financial obligations.

For example, in order to conduct clinical trials of our product candidates, we will need to manufacture them in large quantities. We, or any manufacturing partners, may be unable to successfully 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. If we, or any manufacturing partners, are unable to successfully 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 any resulting product may be delayed or not obtained, which could significantly harm our business.

In addition, we rely, and intend to continue to rely, on third party entities to conduct antibody discovery based on criteria and specifications provided by us. Certain antibody discovery vendors may require us to enter into a license agreement with them for the right to use antibodies discovered by them in humans or for commercial purposes. While we have not executed such an agreement to date, there can be no assurance that we will not be required to execute such an agreement in the future if we select a clinical candidate that includes such an antibody and advance that clinical candidate into clinical trials. Such license agreements could include substantial milestone payments and royalties to the extent we choose to use an antibody discovered by such vendors. In addition, if we do not meet our obligations under such license agreements, the counterparties may have the ability to terminate the license agreements and we could lose the right to use the discovered antibodies, which could significantly and adversely impact our business.

Our future collaborations will be important to our business. If we are unable to enter into new collaborations, or if these collaborations are not successful, our business could be adversely affected.

A part of our strategy is to strategically evaluate and, as deemed appropriate, enter into additional partnerships in the future when strategically attractive, including potentially with major biotechnology or pharmaceutical companies. We have limited capabilities for product development and do not yet have any capability for commercialization. Accordingly, we may enter into collaborations with other companies to provide us with important technologies and funding for our programs and technology.

Any future collaborations we enter into may pose a number of risks, including the following:

- collaborators have significant discretion in determining the efforts and resources that they will apply;
- collaborators may not perform their obligations as expected;
- collaborators may not pursue development and commercialization of any product candidates that achieve regulatory approval or may elect not to continue or renew development or commercialization programs or license arrangements based on clinical trial results, changes in the collaborators'

strategic focus or available funding, or external factors, such as a strategic transaction that may divert resources or create competing priorities;

- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products and product candidates if the collaborators believe that the competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- collaborators may fail to comply with applicable regulatory requirements regarding the development, manufacture, distribution or marketing of a product candidate or product;
- collaborators with marketing and distribution rights to one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or terminations of the research, development or commercialization of product candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would be time-consuming and expensive;
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability;
- if a collaborator of ours is involved in a business combination, the collaborator might deemphasize or terminate the development or commercialization of any product candidate licensed to it by us; and
- collaborations may be terminated by the collaborator, and, if terminated, we could be required to raise additional capital to pursue further development or commercialization of the applicable product candidates.

If our collaborations do not result in the successful discovery, development and commercialization of product candidates or if one of our collaborators terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under such collaboration. All of the risks relating to product development, regulatory approval and commercialization described in this prospectus also apply to the activities of our therapeutic collaborators.

Additionally, if one of our collaborators terminates its agreement with us, we may find it more difficult to attract new collaborators and our perception in the business and financial communities could be adversely affected.

We face significant competition in seeking appropriate partners for our product candidates, and the negotiation process is time-consuming and complex. In order for us to successfully partner our product candidates, potential partners must view these product candidates as economically valuable in markets they determine to be attractive in light of the terms that we are seeking and other available products for licensing by other companies. Collaborations are complex and time-consuming to negotiate and document. In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future collaborators. Our

ability to reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms, or at all. If we fail to enter into collaborations or do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates, bring them to market and generate revenue from sales of drugs or continue to develop our technology, and our business may be materially and adversely affected. Even if we are successful in our efforts to establish new strategic partnerships, the terms that we agree upon may not be favorable to us, and we may not be able to maintain such strategic partnerships if, for example, development or approval of a product candidate is delayed or sales of an approved product are disappointing. Any delay in entering into new strategic partnership agreements related to our product candidates could delay the development and commercialization of our product candidates and reduce their competitiveness even if they reach the market.

Risks Related to Our Common Stock and this Offering

No public market for our common stock currently exists, and we do not know whether an active, liquid and orderly trading market will develop for our common stock, or what the market price of our common stock will be, and as a result it may be difficult for you to sell your shares of our common stock.

Prior to this offering there has been no public market for shares of our common stock. Although we have applied to list our common stock on the Nasdaq Global Market, an active trading market for our shares may never develop or be sustained following this offering. You may not be able to sell your shares quickly or at the market price if trading in shares of our common stock is not active. The initial public offering price for our common stock will be determined through negotiations with the underwriters, and the negotiated price may not be indicative of the market price of the common stock after the offering. As a result of these and other factors, you may be unable to resell your shares of our common stock at or above the initial public offering price.

Further, 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.

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

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, including limited trading volume. In addition to the factors discussed in this "Risk Factors" section and elsewhere in this prospectus, these factors include:

- the commencement, enrollment or results of our planned Phase 1 clinical trial for SRK-015;
- any delay in identifying a clinical candidate for our other development programs;
- any delay in our regulatory filings for SRK-015 and any adverse development or perceived adverse development with respect to the applicable regulatory authority's review of such filings, including without limitation the FDA's issuance of a "refusal to file" letter or a request for additional information;

- adverse results or delays in future clinical trials;
- our decision to initiate a clinical trial, not to initiate a clinical trial or to terminate an existing clinical trial;
- adverse regulatory decisions, including failure to receive regulatory approval of SRK-015 or any future product candidate;
- changes in laws or regulations applicable to SRK-015 or any future product candidate, including but not limited to clinical trial requirements for approvals;
- adverse developments concerning our manufacturers;
- our inability to obtain adequate product supply for any approved product or inability to do so at acceptable prices;
- our inability to establish collaborations, if needed;
- our failure to commercialize our product candidates, if approved;
- additions or departures of key scientific or management personnel;
- unanticipated serious safety concerns related to the use of SRK-015 or any future product candidate;
- introduction of new products or services offered by us or our competitors;
- announcements of significant acquisitions, strategic partnerships, joint ventures or capital commitments by us or our competitors;
- our ability to effectively manage our growth;
- actual or anticipated variations in quarterly operating results;
- our cash position;
- our failure to meet the estimates and projections of the investment community or that we may otherwise provide to the public;
- publication of research reports about us or our industry, or product candidates in particular, or positive or negative recommendations or withdrawal of research coverage by securities analysts;
- changes in the market valuations of similar companies;
- overall performance of the equity markets;
- sales of our common stock by us or our stockholders in the future;
- trading volume of our common stock;
- changes in accounting practices;
- ineffectiveness of our internal controls;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- significant lawsuits, including patent or stockholder litigation;
- general political and economic conditions; and
- other events or factors, many of which are beyond our control.

In addition, the stock market in general, and the market for biopharmaceutical companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. If the market price of our common stock after this offering does not exceed the initial public offering price, you may not realize any return on your investment in us and may lose some or all of your investment. In the past, securities class action litigation has often been instituted against companies following periods of volatility in the market price of a company's securities. This type of litigation, if instituted, could result in substantial costs and a diversion of management's attention and resources, which would harm our business, operating results or financial condition.

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Furthermore, our ability to pay cash dividends is currently restricted by the terms of our credit facility with Silicon Valley Bank, and future debt or other financing arrangements may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock. Any return to stockholders will therefore be limited to the appreciation of their stock.

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

Immediately following the completion of this offering, our executive officers, directors and their affiliates will beneficially hold, in the aggregate, approximately % of our outstanding voting stock. Therefore, even after this offering, these stockholders will have the ability to influence us through this ownership position. These stockholders may be able to determine all matters requiring stockholder approval. For example, these stockholders may be able to control elections of directors, amendments of our organizational documents, or approval of any merger, sale of assets, or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders.

If you purchase our common stock in this offering, you will incur immediate and substantial dilution in the book value of your shares.

The initial public offering price will be substantially higher than the pro forma as adjusted net tangible book value per share of our common stock after this offering. Investors purchasing common stock in this offering will pay a price per share that substantially exceeds the pro forma as adjusted net tangible book value per share after this offering. As a result, investors purchasing common stock in this offering will incur immediate dilution of $ per share, based on an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, representing the difference between our pro forma as adjusted net tangible book value per share after giving effect to this offering and the assumed initial public offering price. Further, 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 this offering.

This dilution is due to our investors who purchased shares prior to this offering having paid substantially less when they purchased their shares than the price offered to the public in this offering. To the extent outstanding options are exercised, there will be further dilution to new investors. As a result of the dilution to investors purchasing shares in this offering, investors may receive significantly less than the purchase price paid in this offering, if anything, in the event of our liquidation. For a further description of the dilution that you will experience immediately after this offering, see "Dilution."

We are an emerging growth company, and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an emerging growth company, as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, enacted in April 2012. For as long as we continue to be an emerging growth company, we may take advantage of 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, as amended, or the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in this prospectus and our periodic reports and proxy statements and exemptions from the requirements of holding nonbinding advisory votes on executive compensation and stockholder approval of any golden parachute payments not previously

approved. We could be an emerging growth company for up to five years following the year in which we complete this offering, although circumstances could cause us to lose that status earlier. We will remain an emerging growth company until the earlier 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, which requires the market value of our common stock that is held by non-affiliates to exceed $700 million as of the prior June 30th, and (2) the date on which we have issued more than $1 billion in non-convertible debt during the prior three-year period. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of delayed adoption of new or revised accounting standards and, therefore, we will be subject to the same requirements to adopt new or revised accounting standards as other public companies that are not emerging growth companies.

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. We will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, which will require, among other things, that we file with the SEC, annual, quarterly and current reports with respect to our business and financial condition. In addition, the Sarbanes-Oxley Act, as well as rules subsequently adopted by the SEC and the Nasdaq Global Market to implement provisions of the Sarbanes-Oxley Act, impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial controls and changes in corporate governance practices. Further, in July 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, was enacted. There are significant corporate governance and executive compensation related provisions in the Dodd-Frank Act that require the SEC to adopt additional rules and regulations in these areas such as "say on pay" and proxy access. Recent legislation permits emerging growth companies to implement many of these requirements over a longer period and up to five years from the pricing of this offering. Stockholder activism, the current political environment and the current high level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate.

We expect the rules and regulations applicable to public companies to substantially increase our legal and financial compliance costs and to make some activities more time-consuming and costly. If these requirements divert the attention of our management and personnel from other business concerns, they could have an adverse effect on our business. The increased costs will decrease our net income or increase our net loss, and may require us to reduce costs in other areas of our business or increase the prices of our products or services. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to incur substantial costs to maintain the same or similar coverage. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers.

We may not be able to meet the internal control reporting requirements imposed by the SEC resulting in a possible decline in the price of our common stock and our inability to obtain future financing.

As directed by Section 404 of the Sarbanes-Oxley Act, the SEC adopted rules requiring each public company to include a report of management on the company's internal controls over financial reporting in

its annual reports. Although the Dodd-Frank Wall Street Reform and Consumer Protection Act exempts companies with a public float of less than $75 million from the requirement that our independent registered public accounting firm attest to our financial controls, this exemption does not affect the requirement that we include a report of management on our internal control over financial reporting and does not affect the requirement to include the independent registered public accounting firm's attestation if our public float exceeds $75 million.

While we expect to expend significant resources in developing the necessary documentation and testing procedures required by Section 404 of the Sarbanes-Oxley Act, there is a risk that we may not be able to comply timely with all of the requirements imposed by this rule. Regardless of whether we are required to receive a positive attestation from our independent registered public accounting firm with respect to our internal controls, if we are unable to do so, investors and others may lose confidence in the reliability of our financial statements and our stock price and ability to obtain equity or debt financing as needed could suffer.

In addition, in the event that our independent registered public accounting firm is unable to rely on our internal controls in connection with its audit of our financial statements, and in the further event that it is unable to devise alternative procedures in order to satisfy itself as to the material accuracy of our financial statements and related disclosures, it is possible that we would be unable to file our Annual Report on Form 10-K with the SEC, which could also adversely affect the market for and the market price of our common stock and our ability to secure additional financing as needed.

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

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market after the lock-up and other legal restrictions on resale discussed in this prospectus lapse, the trading price of our common stock could decline. Based on shares of common stock outstanding as of December 31, 2017, upon the completion of this offering we will have outstanding a total of shares of common stock. Of these shares, only the shares of common stock sold in this offering by us, plus any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable without restriction in the public market immediately following this offering.

The lock-up agreements pertaining to this offering will expire 180 days from the date of this prospectus, subject to earlier release of all or a portion of the shares subject to such agreements by Jefferies LLC and Cowen and Company, LLC in their sole discretion. After the lock-up agreements expire, based upon the number of shares of common stock, on an as-converted basis, outstanding as of December 31, 2017, up to an additional shares of common stock will be eligible for sale in the public market. Approximately % of these additional shares are held by directors, executive officers and other affiliates and will be subject to certain limitations of Rule 144 under the Securities Act of 1933, as amended, or the Securities Act.

In addition, shares of common stock that are either subject to outstanding options or reserved for future issuance under our existing equity compensation plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements and Rule 144 and Rule 701 under the Securities Act. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common stock could decline. Additionally, the number of shares of our common stock reserved for issuance under 2018 Stock Option and Incentive Plan will automatically increase on January 1 of each year, beginning on January 1, 2019 and continuing through and including January 1, 2029, by % of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares determined by our board of directors. Unless our board of directors elects not to increase the number of shares available for future grant each year, our stockholders may experience additional dilution.

After this offering, the holders of shares of our common stock as of December 31, 2017 will be entitled to rights with respect to the registration of their shares under the Securities Act, subject to the 180-day lock-up agreements described above. See "Description of Capital Stock — Registration Rights." Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares held by affiliates, as defined in Rule 144 under the Securities Act. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our common stock.

We have broad discretion in the use of our existing cash, cash equivalents and marketable securities and the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the application of our existing cash, cash equivalents and marketable securities and the net proceeds from this offering, including for any of the purposes described in the section titled "Use of Proceeds," and you will not have the opportunity as part of your investment decision to assess whether such proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of our existing cash and cash equivalents and the net proceeds from this offering, their ultimate use may vary substantially from their currently intended use. Our management might not apply our existing cash and cash equivalents and the net proceeds from this offering in ways that ultimately increase the value of your investment. The failure by our management to apply these funds effectively could harm our business. Pending their use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our stockholders. If we do not invest or apply the net proceeds from this offering in ways that enhance stockholder value, we may fail to achieve expected financial results, which could cause our stock price to decline.

Anti-takeover provisions under our charter documents and Delaware law could delay or prevent a change of control which could limit the market price of our common stock and may prevent or frustrate attempts by our stockholders to replace or remove our current management.

Our amended and restated certificate of incorporation and amended and restated bylaws, which are to become effective upon the completion of this offering, contain provisions that could delay or prevent a change of control of our company or changes in our board of directors that our stockholders might consider favorable. Some of these provisions include:

- a board of directors divided into three classes serving staggered three-year terms, such that not all members of the board will be elected at one time;
- a prohibition on stockholder action through written consent, which requires that all stockholder actions be taken at a meeting of our stockholders;
- a requirement that special meetings of stockholders be called only by the chairman of the board of directors, the chief executive officer, or by a majority of the total number of authorized directors;
- advance notice requirements for stockholder proposals and nominations for election to our board of directors;
- a requirement that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two-thirds of all outstanding shares of our voting stock then entitled to vote in the election of directors;
- a requirement of approval of not less than two-thirds of all outstanding shares of our voting stock to amend any bylaws by stockholder action or to amend specific provisions of our certificate of incorporation; and
- the authority of the board of directors to issue convertible preferred stock on terms determined by the board of directors without stockholder approval and which convertible preferred stock may include rights superior to the rights of the holders of common stock.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporate Law, which may prohibit certain business combinations with stockholders owning 15% or more of our outstanding voting stock. These anti-takeover provisions and other provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for stockholders or potential acquirers to obtain control of our board of directors or initiate actions that are opposed by the then-current board of directors and could also delay or impede a merger, tender offer or proxy contest involving our company. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing or cause us to take other corporate actions you desire. Any delay or prevention of a change of control transaction or changes in our board of directors could cause the market price of our common stock to decline.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. Securities and industry analysts do not currently, and may never, publish research on our company. If no securities or industry analysts commence coverage of our company, the trading price for our stock would likely be negatively impacted. In the event securities or industry analysts initiate coverage, if one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

Our amended and restated certificate of incorporation will contain certain exclusive forum provisions requiring that substantially all disputes between us and our stockholders be resolved in certain judicial forums, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the State of Delaware will be the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our certificate of incorporation or our bylaws, any action to interpret, apply, enforce, or determine the validity of our certificate of incorporation or bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. The 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 other employees. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition. In addition, our amended and restated certificate of incorporation will contain a provision by virtue of which, unless we consent in writing to the selection of an alternative forum, the United States District Court for the District of Massachusetts will be the exclusive forum for any complaint asserting a cause of action arising under the Securities Act.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that are based on management's beliefs and assumptions and on information currently available to management. Some of the statements in the sections titled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business" and elsewhere in this prospectus contain forward-looking statements. In some cases, you can identify forward-looking statements by the following words: "may," "will," "could," "would," "should," "expect," "intend," "plan," "anticipate," "believe," "estimate," "predict," "project," "potential," "continue," "ongoing" or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words.

These statements involve risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this prospectus, we caution you that these statements are based on a combination of facts and factors currently known by us and our projections of the future, about which we cannot be certain. Forward-looking statements in this prospectus include, but are not limited to, statements about:

- the timing of initiation and completion of our Phase 1 clinical trial and future clinical trials for our lead product candidate, SRK-015, and the results from these trials;
- the success, cost and timing of our other product development activities, preclinical studies and clinical trials, including statements regarding our ability to identity a clinical candidate and lead indication in our TGFb1 program, the timing of initiation and completion of preclinical studies or clinical trials and related preparatory work, and the timing of the availability of the results of these studies and trials;
- our success in identifying and executing a development program for additional indications for SRK-015 and our TGFb1 program;
- our ability to obtain funding for our operations, including funding necessary to complete further development and, upon successful development, if approved, commercialization of SRK-015 or any of our future product candidates;
- the potential for our identified research priorities to advance our proprietary platform, development programs or product candidates;
- our ability to obtain and maintain regulatory approval from the U.S. Food and Drug Administration, European Medicines Agency and other regulatory authorities for SRK-015 and any future product candidates, and any related restrictions, limitations or warnings in the label of any approved product candidate;
- our expectations regarding our ability to obtain and maintain intellectual property protection for our product candidates and the duration of such protection;
- our ability and the potential to successfully manufacture our product candidates for clinical trials and for commercial use, if approved;
- the size and growth potential of the markets for our product candidates, and our ability to serve those markets, either alone or in combination with others;
- our estimates regarding expenses, future revenue, capital requirements and needs for additional financing; and
- our use of the proceeds from this offering.

In addition, you should refer to the section titled "Risk Factors" of this prospectus for a discussion of other important factors that may cause actual results to differ materially from those expressed or implied by the forward-looking statements. As a result of these factors, we cannot assure you that the forward-looking

statements in this prospectus will prove to be accurate. Furthermore, if the forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified time frame, or at all. The forward-looking statements in this prospectus represent our views as of the date of this prospectus. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this prospectus.

The market data and certain other statistical information used throughout this prospectus are based on independent industry publications, governmental publications, reports by market research firms or other independent sources that we believe to be reliable sources. Industry publications and third-party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. We are responsible for all of the disclosure contained in this prospectus, and we believe these industry publications and third-party research, surveys and studies are reliable. While we are not aware of any misstatements regarding any third-party information presented in this prospectus, their estimates, in particular, as they relate to projections, involve numerous assumptions, are subject to risks and uncertainties and are subject to change based on various factors, including those discussed under the section titled "Risk Factors" and elsewhere in this prospectus. Some data are also based on our good faith estimates.

USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of the shares of our common stock in this offering will be approximately $ million, or approximately $ million if the underwriters exercise their option to purchase additional shares in full, based upon an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) 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. Similarly, an increase (decrease) of 1,000,000 shares in the number of shares offered by us would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming that the assumed initial public offering price remains the same. We do not expect that a change in the initial public offering price or the number of shares by these amounts would have a material effect on our uses of the proceeds from this offering, although it may accelerate the time at which we will need to seek additional capital.

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

- $ to fund research and development activities for SRK-015 through ;
- $ to fund TGFb1, BMP6 and other preclinical research and development activities; and
- the remainder for working capital and other general corporate purposes.

Based on our current plans, we believe our existing cash, cash equivalents and marketable securities, together with the net proceeds from this offering, will be sufficient to fund our operating expenses and capital expenditure requirements through .

We cannot specify with certainty all of the particular uses for the net proceeds to be received upon the completion of this offering. Due to uncertainties inherent in the product development process, it is difficult to estimate the exact amounts of the net proceeds that will be used for any particular purpose. We may use our existing cash, cash equivalents and marketable securities and the future payments, if any, generated from any future collaboration agreements to fund our operations, either of which may alter the amount of net proceeds used for a particular purpose. In addition, the amount, allocation and timing of our actual expenditures will depend upon numerous factors, including the results of our research and development efforts, the timing and success of clinical trials and the timing of regulatory submissions. Accordingly, we will have broad discretion in using these proceeds.

Pending their uses, we plan to invest the net proceeds of this offering in short-term, interest-bearing, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our common stock or any other securities. We anticipate that we will retain all available funds and any future earnings, if any, for use in the operation of our business and do not anticipate paying cash dividends in the foreseeable future. In addition, our ability to pay cash dividends is currently restricted by the terms of our credit facility with Silicon Valley Bank, and future debt or other financing arrangements may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and marketable securities and our capitalization as of December 31, 2017:

- on an actual basis;
- on a pro forma basis to give effect to (1) the automatic conversion of all outstanding shares of our convertible preferred stock into an aggregate of 43,135,911 shares of common stock upon the completion of this offering, (2) the automatic conversion of the outstanding warrant to purchase 21,739 shares of convertible preferred stock into a warrant to purchase 21,739 shares of common stock, resulting in the reclassification of the warrant liability to additional paid-in capital, and (3) the filing and effectiveness of our amended and restated certificate of incorporation upon the completion of this offering; and
- on a pro forma as adjusted basis to give further effect to our issuance and sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

You should read the information in this table together with our consolidated financial statements and the related notes appearing elsewhere in this prospectus, as well as the sections of this prospectus captioned "Selected Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	As of December 31, 2017		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in thousands, except share and per-share data)		
Cash, cash equivalents and marketable securities	$ 57,959	$ 57,959	$
Convertible preferred stock, $0.001 par value; 43,157,651 shares authorized, 43,135,911 shares issued and outstanding and aggregate liquidation preference of $109,561, actual; no shares issued or outstanding, pro forma or pro forma as adjusted	$ 109,232	$ —	$ —
Stockholders' equity (deficit):			
Preferred stock, $0.001 par value; no shares issued or outstanding, actual; shares authorized and no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	
Common stock, $0.001 par value; 60,000,000 shares authorized, 11,335,445 shares issued and outstanding, actual; shares authorized, pro forma and pro forma as adjusted; 54,471,356 shares issued and outstanding, pro forma; shares issued and outstanding, pro forma as adjusted	11	54	
Additional paid-in capital	3,994	113,220	
Accumulated other comprehensive loss	(2)	(2)	
Accumulated deficit	(57,525)	(57,525)	
Total stockholders' (deficit) equity	(53,522)	55,747	
Total capitalization	$ 55,710	$ 55,747	$

The pro forma as adjusted information is illustrative only, and our capitalization following the completion of this offering will depend on the actual initial public offering price and other terms of this offering determined at pricing. A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of each of cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming 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. Similarly, each increase (decrease) of 1,000,000 shares in the number of shares offered by us in this offering, as set forth of the cover page of this prospectus, would increase (decrease) the pro forma as adjusted amount of cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming no change in the assumed initial public offering price per share, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The actual, pro forma and pro forma as adjusted information set forth in the table excludes:

- 21,739 shares of common stock issuable upon the exercise of a warrant outstanding as of December 31, 2017, at an exercise price of $1.38 per share;
- 4,120,333 shares of common stock (including 1,885,156 and 1,015,000 shares of common stock issuable upon the exercise of stock options granted subsequent to December 31, 2017, at exercise prices of $2.02 and $2.51 per share, respectively) reserved for future issuance as of December 31, 2017 under our 2017 Stock Option and Incentive Plan, any unissued shares of which will cease to be available for issuance upon the completion of this offering;
- shares of our common stock that will become available for future issuance under our 2018 Stock Option and Incentive Plan upon the effectiveness of the registration statement of which this prospectus forms a part; and
- shares of our common stock that will become available for future issuance under our 2018 Employee Stock Purchase Plan upon the effectiveness of the registration statement of which this prospectus forms a part.

DILUTION

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

Our historical net tangible book value (deficit) as of December 31, 2017 was $(53.5) million, or $(4.72) per share of common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities and the carrying value of our convertible preferred stock. Historical net tangible book value (deficit) per share represents historical net tangible book value (deficit) divided by the 11,335,445 shares of common stock outstanding as of December 31, 2017.

Our pro forma net tangible book value as of December 31, 2017 was $55.7 million, or $1.02 per share of our common stock. Pro forma net tangible book value represents the amount of our total tangible assets less our total liabilities, after giving effect to the automatic conversion immediately prior to the completion of this offering of all outstanding shares of our convertible preferred stock into an aggregate of 43,135,911 shares of common stock and the automatic conversion of the outstanding warrant to purchase 21,739 shares of convertible preferred stock into a warrant to purchase 21,739 shares of common stock, resulting in the reclassification of the warrant liability to additional paid-in capital. Pro forma net tangible book value per share represents pro forma net tangible book value divided by the total number of shares outstanding as of December 31, 2017, after giving effect to the pro forma adjustments described above.

After giving further effect to the sale and issuance of shares of our common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of December 31, 2017 would have been $ million, or $ per share. This represents an immediate increase in pro forma as adjusted net tangible book value per share of $ to existing stockholders and immediate dilution of $ in pro forma as adjusted net tangible book value per share to new investors participating in this offering. Dilution per share to new investors is determined by subtracting pro forma as adjusted net tangible book value per share after this offering from the assumed initial public offering price per share paid by new investors.

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 (deficit) per share as of December 31, 2017	$ (4.71)	
Increase in net tangible book value per share attributable to the automatic conversion of all outstanding shares of convertible preferred stock and the warrant upon completion of this offering		
Pro forma net tangible book value (deficit) per share as of December 31, 2017		
Increase in pro forma as adjusted net tangible book value per share attributable to new investors participating in this offering		
Pro forma as adjusted net tangible book value per share after this offering		
Dilution per share to new investors participating in this offering		$

The pro forma as adjusted information discussed above is illustrative only and will depend on the actual initial price to public and other terms of this offering determined at pricing. A $1.00 increase (decrease) in

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

If the underwriters exercise their option in full to purchase additional shares of common stock in this offering, our pro forma as adjusted net tangible book value per share after this offering would be $, representing an immediate increase in pro forma as adjusted net tangible book value per share of $ to existing stockholders and immediate dilution in pro forma as adjusted net tangible book value per share of $ to investors participating in this offering, assuming an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus.

The following table summarizes, on the pro forma as adjusted basis described above as of December 31, 2017, the total number of shares of common stock purchased from us on an as converted to common stock basis, the total consideration paid or to be paid, and the average price per share paid or to be paid by existing stockholders and by investors participating in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us:

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percentage	Amount (in thousands)	Percentage	
Existing stockholders		%	$	%	$
Investors participating in this offering					
Total	—	%	$	%	

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. An increase (decrease) of 1.0 million in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase (decrease) the total consideration paid by new investors by $ million and, in the case of an increase, would increase the

percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming no change in the assumed initial public offering price per share.

The table assumes no exercise of the underwriters' option to purchase additional shares in this offering. If the underwriters' option to purchase additional shares is exercised in full, the number of shares of our common stock held by existing stockholders would be reduced to % of the total number of shares of our common stock outstanding after this offering, and the number of shares of common stock held by new investors participating in the offering would be increased to % of the total number of shares outstanding after this offering.

The above discussion and tables are based on shares of common stock issued and outstanding as of December 31, 2017 and excludes:

- 21,739 shares of common stock issuable upon the exercise of a warrant outstanding as of December 31, 2017, at an exercise price of $1.38 per share;
- 4,120,333 shares of common stock (including 1,885,156 and 1,015,000 shares of common stock issuable upon the exercise of stock options granted subsequent to December 31, 2017 at exercise prices of $2.02 and $2.51 per share, respectively) reserved for future issuance as of December 31, 2017 under our 2017 Stock Option and Incentive Plan, any unissued shares of which will cease to be available for issuance upon the completion of this offering;
- shares of our common stock that will become available for future issuance under our 2018 Stock Option and Incentive Plan upon the effectiveness of the registration statement of which this prospectus forms a part; and
- shares of our common stock that will become available for future issuance under our 2018 Employee Stock Purchase Plan upon the effectiveness of the registration statement of which this prospectus forms a part.

New investors will experience further dilution if our outstanding warrant is exercised, new options or warrants are issued under our equity incentive plans or we issue additional shares of common stock, other equity securities or convertible debt securities in the future.

SELECTED CONSOLIDATED FINANCIAL DATA

We have derived the consolidated statement of operations data for the years ended December 31, 2016 and 2017 and the consolidated balance sheet data as of December 31, 2016 and 2017 from our audited consolidated financial statements appearing elsewhere in this prospectus. You should read the following selected consolidated financial data together with our consolidated financial statements and the related notes appearing elsewhere in this prospectus and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of this prospectus. The selected consolidated financial data contained in this section are not intended to replace our consolidated financial statements and the related notes. Our historical results are not necessarily indicative of the results that may be expected in the future.

	Year Ended December 31,	
	2016	2017
	(in thousands, except share, unit, per-share and per-unit data)	
Consolidated Statement of Operations Data:		
Collaboration revenue	$ 379	$ —
Operating expenses:		
Research and development	12,477	19,944
General and administrative	4,112	5,085
Total operating expenses	16,589	25,029
Loss from operations	(16,210)	(25,029)
Other income (expense):		
Interest income (expense), net	(19)	44
Other income (expense), net	22	(10)
Total other income	3	34
Net loss	$ (16,207)	$ (24,995)
Net loss per common unit, basic and diluted	$ (3.54)	
Net loss per share, basic and diluted		$ (5.36)
Weighted average common units outstanding, basic and diluted	4,576,500	
Weighted average common shares outstanding, basic and diluted		4,665,036
Pro forma net loss per share, basic and diluted (unaudited)[1]		$ (0.72)
Pro forma weighted average common shares outstanding, basic and diluted (unaudited)[1]		34,567,011

(1) See Note 17 to our consolidated financial statements appearing at the end of this prospectus for further details on the calculation of basic and diluted net loss per common unit and share and pro forma basic and diluted net loss per share.

	As of December 31,	
	2016	2017
	(in thousands)	
Consolidated Balance Sheet Data:		
Cash, cash equivalents and marketable securities	$ 29,531	$ 57,959
Total assets	32,782	61,637
Convertible preferred units	58,057	—
Convertible preferred stock	—	109,232
Accumulated deficit	(32,530)	(57,525)
Total stockholders' deficit	(30,027)	(53,522)

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

You should read the following discussion and analysis of our financial condition and results of operations together with the "Selected Consolidated Financial Data" section of this prospectus and our consolidated financial statements and related notes appearing elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the "Risk Factors" section of this prospectus, 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 and development of innovative medicines for the treatment of serious diseases in which signaling by protein growth factors plays a fundamental role. Our newly elucidated understanding of the molecular mechanisms of growth factor activation enabled us to develop a proprietary platform for the discovery and development of monoclonal antibodies that locally and selectively target these signaling proteins at the cellular level. We believe this approach, acting in the disease microenvironment, avoids the historical challenges associated with inhibiting growth factors for therapeutic effect. We believe our focus on biologically validated growth factors may facilitate a more efficient development path. We are advancing our lead product candidate, SRK-015, a selective first-in-class inhibitor of the activation of the growth factor myostatin in skeletal muscle, into clinical development for the treatment of spinal muscular atrophy, or SMA. We expect to initiate a Phase 1 clinical trial in the second quarter of 2018. Utilizing our proprietary platform, we are also creating a pipeline of novel product candidates with the potential to transform the lives of patients suffering from a wide range of serious diseases, including other neuromuscular disorders, cancer, fibrosis and anemia.

As more fully described in the section of this prospectus titled "Reorganization," on December 22, 2017, we completed a series of transactions pursuant to which Scholar Rock Merger Sub, LLC, a wholly owned subsidiary of Scholar Rock Holding Corporation, was merged with and into Scholar Rock LLC. As part of the transactions, all convertible preferred units and common units of Scholar Rock, LLC issued and outstanding immediately prior to the Reorganization were exchanged for shares of Scholar Rock Holding Corporation capital stock of the same class or series on a one-for-one basis. Previously outstanding vested and unvested incentive units, irrespective of any strike price or voting rights, were exchanged for an equal number of shares of common stock or restricted common stock, respectively. The restricted common stock was issued with the same vesting terms as the unvested incentive units held immediately prior to the Reorganization. Upon consummation of the Reorganization, the historical consolidated financial statements of Scholar Rock, LLC became the historical consolidated financial statements of Scholar Rock Holding Corporation, the entity whose shares are being offered in this offering. Except as otherwise indicated or the context otherwise requires, all information included in this prospectus is presented giving effect to the Reorganization.

Since inception, our operations have focused on organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio and performing research and development of monoclonal antibodies that selectively inhibit activation of growth factors for therapeutic effect. Revenue generation activities have been limited to research services and the issuance of a license, in each case, pursuant to an option and license agreement with Janssen Biotech, Inc., or Janssen, a subsidiary of Johnson & Johnson. We do not have any products approved for sale and have not generated any revenue from product sales. We have funded our operations primarily through private placements of our convertible preferred stock and borrowings under a loan and security agreement, or the credit facility, with Silicon Valley Bank, or SVB. From inception through December 31, 2017, we have raised an aggregate of

$111.2 million of gross proceeds through the issuance of equity and debt to fund our operations, of which $109.2 million was from the issuance of convertible preferred stock and $2.0 million was from borrowings under the credit facility.

Since inception, we have incurred significant operating losses. Our net losses were $16.2 million and $25.0 million for the years ended December 31, 2016 and 2017, respectively. As of December 31, 2017, we had an accumulated deficit of $57.5 million. We expect to continue to incur significant expenses and operating losses for the foreseeable future. In addition, we anticipate that our expenses will increase significantly in connection with our ongoing activities, as we:

- continue activities in support of our Investigational New Drug application, or IND, filed with the U.S. Food and Drug Administration, or FDA, in March 2018, and commence our Phase 1 first-in-human clinical trial for SRK-015, our lead product candidate;
- continue to discover, validate and develop additional product candidates including from our program focused on inhibitors of the activation of transforming growth factor beta 1, or TGFb1;
- maintain, expand and protect our intellectual property portfolio;
- hire additional research, development and business personnel; and
- prepare and begin to operate as a public company upon the completion of this offering.

We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for SRK-015 or any of our future product candidates. In addition, if we obtain regulatory approval for SRK-015 or any of our future product candidates and do not enter into a third-party commercialization partnership, we expect to incur significant expenses related to developing our commercialization capability to support product sales, marketing and distribution activities.

As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of public or private equity offerings and debt financings, government funding arrangements, collaborations, strategic alliances and marketing, distribution or licensing arrangements. We may be unable to raise additional funds or enter into such other agreements or arrangements when needed on favorable 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 one or more of our product candidates.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when or if we will be able to achieve or maintain profitability. Even if we are able to generate product sales, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce or terminate our operations.

As of December 31, 2017, we had cash, cash equivalents and marketable securities of $58.0 million. We believe that the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, will enable us to fund our operating expenses and capital expenditure requirements .

Financial Operations Overview

Collaboration Revenue

We do not have any products approved for sale, and as a result, we have not generated any revenue from product sales and do not expect to generate any revenue from the sale of products in the foreseeable future. We cannot predict if, when, or to what extent we will generate revenue from the commercialization and sale

of SRK-015 or any of our future product candidates. We may never succeed in obtaining regulatory approval for SRK-015 or any of our future product candidates.

To date, all of our revenue has been derived from our option and license agreement with Janssen. We expect that our revenue for the next several years will be derived primarily from payments under our option and license agreement with Janssen or other collaboration and license agreements that we may enter into in the future, if any.

Expenses

Research and Development

Research and development expenses consist primarily of costs incurred for our research and development activities, including our product candidate discovery efforts, and preclinical studies and clinical trials under our research programs, which include:

- employee-related expenses, including salaries, benefits and equity-based compensation expense for our research and development personnel;
- costs of funding research performed by third parties that conduct research and development and preclinical activities on our behalf;
- cost of manufacturing clinical supply related to SRK-015 and any of our future product candidates;
- cost of conducting clinical trials of SRK-015 and any of our future product candidates;
- consulting and professional fees related to research and development activities, including equity-based compensation to non-employees;
- costs of purchasing laboratory supplies and non-capital equipment used in our preclinical studies;
- costs related to compliance with clinical regulatory requirements;
- facility costs and other allocated expenses, which include expenses for rent and maintenance of facilities, insurance, depreciation and other supplies; and
- fees for maintaining license and other amounts due under our third-party licensing agreements.

Research and development costs are expensed as incurred. Costs for certain activities are recognized based on an evaluation of the progress to completion of specific tasks. Nonrefundable advance payments for research and development services to be received in the future from third parties are deferred and capitalized. The capitalized amounts are expensed as the related services are performed.

The successful development of SRK-015 and any future product candidates is highly uncertain. As such, at this time, we cannot reasonably estimate or know the nature, timing and estimated costs of the efforts that will be necessary to complete the remainder of the development of SRK-015 and any future product candidates. We are also unable to predict when, if ever, material net cash inflows will commence from the sale of our product candidates, if approved. This is due to the numerous risks and uncertainties associated with developing product candidates, including the uncertainty of:

- establishing an appropriate safety profile;
- successful enrollment in and completion of clinical trials;
- whether our product candidates show safety and efficacy in our clinical trials;
- receipt of marketing approvals from applicable regulatory authorities, if any;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- commercializing the product candidates, if and when approved, whether alone or in collaboration with others; and
- continued acceptable safety profile of the products following any regulatory approval.

A change in the outcome of any of these variables with respect to the development of SRK-015 or any of our future product candidates would significantly change the costs and timing associated with the development of that product candidate.

Research and development activities are central to our business model. Product 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. We expect research and development costs to increase significantly for the foreseeable future as our product candidate development programs progress. However, we do not believe that it is possible at this time to accurately project total program-specific expenses through commercialization. There are numerous factors associated with the successful commercialization of any of our product 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. Additionally, future commercial and regulatory factors beyond our control will impact our clinical development programs and plans.

General and Administrative

General and administrative expenses consist primarily of employee-related expenses, including salaries, benefits and equity-based compensation expenses for personnel in executive, finance, accounting, business development, legal and human resources functions. Other significant general and administrative expenses include facility costs not otherwise included in research and development expenses, legal fees relating to patent and corporate matters and fees for accounting and consulting services.

We anticipate that our general and administrative expenses will increase in the future as our business expands to support expected growth in research and development activities, including the initiation of the planned Phase 1 clinical program from SRK-015 and any future clinical programs. These increases will likely include increased costs related to the hiring of additional personnel and fees to outside consultants, among other expenses. We also anticipate increased expenses associated with being a public company, including costs for audit, legal, regulatory and tax-related services, director and officer insurance premiums and investor relations costs. In addition, if we obtain regulatory approval for any of our product candidates and do not enter into a third-party commercialization collaboration, we expect to incur significant expenses related to building a sales and marketing team to support product sales, marketing and distribution activities.

Interest Income (expense), net

Interest income (expense), net consists primarily of interest expense incurred on our credit facility, including amortization of debt discount and debt issuance costs, and interest income earned on our cash, cash equivalents and marketable securities.

Other Income (expense)

Other income (expense), net consists primarily of non-cash changes in the fair value of warrants issued in connection with our credit facility and a gain recorded on the sale of fixed assets which was recorded in 2016.

Results of Operations

Comparison of the Years Ended December 31, 2016 and 2017

The following table summarizes our results of operations for the years ended December 31, 2016 and 2017 (in thousands except percentages):

	Year Ended December 31,		Change	
	2016	2017	$	%
Collaboration revenue	$ 379	$ —	$ (379)	(100)%
Operating expenses:				
Research and development	12,477	19,944	7,467	60%
General and administrative	4,112	5,085	973	24%
Total operating expenses	16,589	25,029	8,440	51%
Loss from operations	(16,210)	(25,029)	(8,819)	54%
Other income (expense):				
Interest income (expense), net	(19)	44	63	332%
Other income (expense), net	22	(10)	(32)	(145)%
Total other income	3	34	31	NM*
Net loss	$ (16,207)	$ (24,995)	$ (8,788)	54%

* NM means not meaningful.

Collaboration Revenue

Collaboration revenue decreased by $0.4 million from $0.4 million for the year ended December 31, 2016 to $0 for the year ended December 31, 2017. We completed our performance obligations related to conducting research services to identify molecules with either one of two pharmacological profiles under the option and license agreement with Janssen in 2016, and recorded $0.4 million of collaboration revenue related to these activities during that period. No milestones were achieved in 2017.

Research and Development

Research and development expense increased by $7.5 million from $12.5 million for the year ended December 31, 2016 to $19.9 million for the year ended December 31, 2017, an increase of 60%. The

following table summarizes our research and development expense for the years ended December 31, 2016 and 2017 (in thousands except percentages):

	Year Ended December 31,		Change	
	2016	2017	$	%
External costs by program:				
SRK-015	$ 3,113	$ 6,513	$ 3,400	109%
Other early development candidates and unallocated costs	1,361	3,025	1,664	122%
Total external costs	4,474	9,538	5,064	113%
Internal costs:				
Employee compensation and benefits	4,760	6,409	1,649	35%
Facility and other	3,243	3,997	754	23%
Total internal costs	8,003	10,406	2,403	30%
Total research and development expense	$ 12,477	$ 19,944	$ 7,467	60%

The increase in research and development expense was primarily attributable to the following:

- The $5.1 million increase in external costs primarily related to increased research and preclinical development and manufacturing cost associated with our lead product candidate, SRK-015 and other external research costs associated with our other early development candidates.
- The $1.6 million increase in employee compensation and benefits costs related to increased headcount in our research and development function.

A significant portion of our research and development costs have been external costs, which we track on a program-by-program basis after a clinical product candidate has been identified. Our internal research and development costs are primarily personnel-related costs, depreciation and other indirect costs. We do not track our internal research and development expenses on a program-by-program basis as they are deployed across multiple projects under development.

General and Administrative

General and administrative expense increased by $1.0 million from $4.1 million for the year ended December 31, 2016 to $5.1 million for the year ended December 31, 2017.

The increase in general and administrative expense was primarily attributable to an increase of $0.6 million in employee compensation and benefits due to increased headcount and and an increase of $0.3 million in professional and consulting fees primarily due to increases in legal fees related to business development, regulatory and patent costs, accounting and audit fees and public and investor relations fees due to ongoing business activities.

Interest Income (expense), Net

The increase in interest income (expense), net was attributable to increased income earned on our investment portfolio, which increased significantly year-over-year.

Liquidity and Capital Resources

Sources of Liquidity

We have funded our operations from inception through December 31, 2017 with the gross proceeds of $109.2 million from sales of our convertible preferred stock and borrowings of $2.0 million under our credit

facility with SVB. The following table provides information regarding our total cash, cash equivalents and marketable securities at December 31, 2016 and 2017 (in thousands):

	December 31,	
	2016	2017
Cash and cash equivalents	$ 10,033	$ 56,461
Marketable securities	19,498	1,498
Total cash, cash equivalents and marketable securities	$ 29,531	$ 57,959

In August 2015, we entered into the credit facility with SVB for an equipment line of credit of up to $2.0 million to finance the purchase of eligible equipment. Pursuant to the credit facility, SVB was obligated to make up to five equipment advances, each in an amount of at least $100,000 during the draw period. In August 2016, we amended the credit facility to extend the draw period to December 31, 2016. We borrowed $0.7 million against the line of credit in 2015 and $1.3 million in 2016, which fulfilled the maximum credit line of $2.0 million at December 31, 2016. Amounts borrowed bear interest at an annual prime rate less 0.25%. In the event of a default, and during such an event, the annual interest rate will increase by 5%. For each advance, interest-only payments were due and paid through June 2016. Principal and interest payments commenced on July 1, 2016 for a period of 36 months. A final payment fee equal to 4% of the aggregate advances is also due on June 1, 2019. We have the option to prepay the outstanding balance of the loan in full subject to a prepayment fee of 0.5% to 1.0%, depending on when the prepayment occurs. All borrowings under the credit facility mature on July 1, 2019. The loan balance at December 31, 2017 was $1.0 million.

We granted SVB a security interest in all equipment financed under the credit facility. The credit facility contains negative covenants restricting our activities, including limitations on dispositions, change in business ownership or location, mergers or acquisitions, incurring indebtedness or liens, paying dividends or making investments and certain other business transactions.

We also issued a warrant to SVB to purchase 21,739 Series A-3 convertible preferred units at a purchase price of $1.38 per unit, which became exercisable for 21,739 shares of Series A-3 convertible preferred stock at a purchase price of $1.38 per share in connection with the Reorganization. The SVB warrant is exercisable immediately and expires on August 10, 2025. Following the completion of this offering, the warrant will be exercisable for shares of our common stock.

Cash Flows

The following table provides information regarding our cash flows for the years ended December 31, 2016 and 2017 (in thousands):

	Year Ended December 31,	
	2016	2017
Net cash used in operations	$ (15,141)	$ (21,737)
Net cash (used in) provided by investing activities	(20,319)	17,665
Net cash provided by financing activities	1,002	50,500
Net (decrease) increase in cash and cash equivalents	$ (34,458)	$ 46,428

Net Cash Used in Operating Activities

The use of cash in all periods resulted primarily from our net losses adjusted for non-cash charges and changes in components of working capital. Net cash used in operating activities was $21.7 million for the year ended December 31, 2017 compared to $15.1 million for the year ended December 31, 2016. The increase in cash used in operating activities was due to an increase in net loss of $8.8 million for the year ended December 31, 2017 as compared to the year ended December 31, 2016 partially offset by $1.1 million of cash provided by operating assets and liabilities.

Net Cash Used in Investing Activities

Net cash provided by investing activities was $17.7 million for the year ended December 31, 2017 compared to net cash used in investing activities of $20.3 million for the year ended December 31, 2016. Net cash provided by investing activities for the year ended December 31, 2017 consisted of the maturity of marketable securities. Net cash used in investing activities for the year ended December 31, 2016 consisted of the purchase of marketable securities.

Net Cash Provided by Financing Activities

Net cash provided by financing activities was $50.5 million during the year ended December 31, 2017 compared to $1.0 million during the year ended December 31, 2016. The cash provided by financing activities for the year ended December 31, 2017 was primarily the result of $51.2 million of net proceeds received from private placements of our convertible preferred stock. The cash provided by financing activities for the year ended December 31, 2016 was primarily the result of borrowings under the loan and security agreement.

Funding Requirements

We expect our expenses to increase in connection with our ongoing activities, particularly as we continue the research and development for, initiate later stage clinical trials for, and seek marketing approval for, SRK-015 and any of our future product candidates. In addition, if we obtain marketing approval for SRK-015 or any of our future product candidates, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing and distribution, which costs we might offset through entry into collaboration agreements with third parties. Furthermore, upon the completion of this offering, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate our research and development programs or future commercialization efforts.

We expect that the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities will enable us to fund our operating expenses and capital expenditure requirements . We have based this estimate on assumptions that may prove to be wrong, and we may use our available capital resources sooner than we currently expect. Our future capital requirements will depend on many factors, including:

- the costs of conducting future clinical trials;
- the costs of future manufacturing;
- the scope, progress, results and costs of discovery, preclinical development, laboratory testing and clinical trials for other potential product candidates we may develop, if any;
- the costs, timing and outcome of regulatory review of our product candidates;
- our ability to establish and maintain collaborations on favorable terms, if at all;
- the achievement of milestones or occurrence of other developments that trigger payments under any collaboration agreements we might have at such time;
- the costs and timing of future commercialization activities, including product sales, marketing, manufacturing and distribution, for any of our product candidates for which we receive marketing approval;
- the amount of revenue, if any, received from commercial sales of our product candidates, should any of our product candidates receive marketing approval;
- the costs of preparing, filing and prosecuting patent applications, obtaining, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims;
- our headcount growth and associated costs as we expand our business operations and research and development activities; and
- the cost of operating as a public company.

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

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interests may be diluted, and the terms of these securities may include liquidation or other preferences that could adversely affect your rights as a common stockholder. Additional debt financing, if available, may involve agreements that include restrictive covenants that limit our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends, that could adversely impact our ability to conduct our business.

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

Critical Accounting Policies and Use of Estimates

This management's discussion and analysis is based on our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles. The preparation of these consolidated financial statements requires us to make judgments and estimates that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in our consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. On an ongoing basis, we evaluate our judgments and estimates in light of changes in circumstances, facts and experience. The effects of material revisions in estimates, if any, will be reflected in the consolidated financial statements prospectively from the date of change in estimates.

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

Accrued Research and Development Expenses

As part of the process of preparing our consolidated financial statements, we are required to estimate our accrued expenses as of each balance sheet date. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. The majority of our service providers invoice us monthly in arrears for services performed or when contractual milestones are met. We make estimates of our accrued expenses as of each balance sheet date based on facts and circumstances known to us at that time. We periodically confirm the accuracy of our estimates with the service providers and make adjustments if necessary. The significant estimates in our accrued research and development expenses include the costs incurred for services performed by our vendors in connection with research and development activities for which we have not yet been invoiced. In certain instances, we prepay for services to be provided in the future. These amounts are expensed as the services are performed.

We base our expenses related to research and development activities on our estimates of the services received and efforts expended pursuant to quotes and contracts with vendors that conduct research and development on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the research and development expense. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepaid balance accordingly. Nonrefundable advance payments for goods and services that will be used in future research and development activities are expensed when the activity has been performed or when the goods have been received rather than when the payment is made.

Although we do not expect our estimates to be materially different from amounts 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 incurred.

Equity-Based Compensation

Prior to the Reorganization, our former parent company, Scholar Rock, LLC, granted incentive units, which we accounted for as equity-classified awards. As part of the Reorganization, the incentive units were exchanged for shares of our common stock.

We measure employee equity-based compensation based on the grant date fair value of the equity-based awards and recognize equity-based compensation expense on a straight-line basis over the requisite service period of the awards, which is generally the vesting period of the respective award. For awards subject to performance conditions, we recognize equity-based compensation expense using an accelerated recognition method over the remaining period when we determine that achievement of the milestone is probable. As of January 1, 2016, we made an accounting policy election to recognize forfeitures as they occur upon adoption of guidance per Accounting Standard Update, or ASU, No. 2016-09, Compensation — Stock Compensation, or ASU 2016-09. The adoption of ASU 2016-09 did not have a material impact on our consolidated financial statements. The term "forfeitures" is distinct from "cancellations" or "expirations" and represents only the unvested portion of the surrendered equity-based award.

We recognize compensation expense for equity-based awards granted to non-employees over the related service period of the award. The fair value of the non-employee equity-based awards are subject to re-measurement at each reporting period prior to vesting, using the then-current fair value of the common or incentive securities.

We classify equity-based compensation expense in our consolidated statement of operations in the same manner in which the award recipient's salary and related costs are classified or in which the award recipient's service payments are classified.

Determination of the Fair Value of Equity-Based Awards

As there has been no public market for our common units or incentive units to date, the estimated fair value of our common units and incentive units has been approved by our board of directors, with input from management, as of the date of each award grant, considering our most recently available independent third-party valuations of common units and incentive units and our board of directors assessment, with input from management, of additional objective and subjective factors that we believed were relevant and which may have changed from the date of the most recent valuation through the date of the grant. In addition, there has been no public market for our common stock to date. The estimated fair value of our common stock has been determined by our board of directors as of the date of each award grant considering our most recently available independent third-party valuations of common stock and our board of directors' assessment of additional objective and subjective factors that it believed were relevant and which may have changed from the date of the most recent valuation through the date of the grant. These independent third-party valuations were performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants' Accounting and Valuation Guide, Valuation of Privately-Held-Company Equity Securities Issued as Compensation. We estimated the value of our equity using the market approach, including the guideline public company method and a precedent transaction method which "backsolves" to a preferred price. We allocated equity value to our common units, incentive units and convertible preferred units or to our shares of common stock and shares of our convertible preferred stock, as the case may be, using either an option-pricing method, or OPM, or a hybrid method, which is a hybrid between the OPM and the probability-weighted expected return method. The OPM treats common securities and preferred securities as call options on the total equity value of a company, with exercise prices based on the value thresholds at which the allocation among the various holders of a company's securities changes. Under this method, the common units and incentive units and common stock have value only if the funds available for distribution to members exceed the value of the preferred security liquidation preference at the time of the liquidity event, such as a strategic sale or a merger. The hybrid method estimates the probability-weighted value across multiple scenarios but uses the OPM to estimate the allocation of value within at least one of the scenarios. In addition to the OPM, the hybrid method considers an initial public offering, or IPO, scenario in which the shares of convertible preferred stock are assumed to convert to common stock. The future value of the common units, incentive units and common stock in the IPO scenario is discounted back to the valuation date at an appropriate risk adjusted discount rate. In the hybrid method, the present value

indicated for each scenario is probability weighted to arrive at an indication of value for the common units, incentive units and common stock.

As of December 31, 2016, our third-party valuation report estimated a valuation of our common units of $1.15 per unit, and our incentive units (with a strike price of $0.78) of $0.97 per unit. As of May 18, 2017, our third-party valuation report estimated a valuation of our common units of $1.24 per unit, and our incentive units (with a strike price of $0.78) of $1.05 per unit. As of September 27, 2017, our third-party valuation report estimated a valuation of our common units of $1.71 per unit, and our incentive units (with a strike price of $0.97) of $1.38 per unit. As of December 22, 2017, our third-party valuation report estimated a value of our common stock of $2.02 per share. As of March 5, 2018, our third-party valuation report estimated a value of our common stock of $2.51 per share.

In addition to considering the results of these third-party valuations, management considered various objective and subjective factors to determine the fair value of our common units, incentive units and common stock as of each grant date, which may be a date later than the most recent third-party valuation date, including:

- the prices of our preferred securities sold to or exchanged between outside investors in arm's length transactions, and the rights, preferences and privileges of our preferred securities as compared to those of our common units, incentive units or common stock, including the liquidation preferences of our preferred securities;
- the progress of our research and development efforts, including the status of preclinical studies and planned clinical trials for our product candidates;
- the lack of liquidity of our equity as a private company;
- our stage of development and business strategy and the material risks related to our business and industry;
- the achievement of enterprise milestones, including entering into collaboration and license agreements;
- the valuation of publicly traded companies in the life sciences and biotechnology sectors, as well as recently completed mergers and acquisitions of peer companies;
- any external market conditions affecting the biotechnology industry, and trends within the biotechnology industry;
- the likelihood of achieving a liquidity event for the holders of our common units, incentive units and common stock, such as an IPO, or a sale of our company, given prevailing market conditions; and
- the analysis of IPOs and the market performance of similar companies in the biopharmaceutical industry.

The assumptions underlying these valuations represent management's best estimates, which involve inherent uncertainties and the application of management judgment. As a result, if factors or expected outcomes change and we use significantly different assumptions or estimates, our equity-based compensation expense could be materially different. Following the completion of this offering, the fair value of our common stock will be determined based on the quoted market price of our common stock.

The following table sets forth by grant date and type of award, the number of incentive units or stock options granted; the per unit strike price of incentive units or the per share exercise price of stock options granted between January 1, 2016 and the date of this prospectus.

Date of Issuance	Type of Award	Number of Units or Shares Subject to Awards Granted	Per Unit Strike Price or Per Share Exercise Price	Fair Value per Common Unit on Grant Date	Per Unit or Share Estimated Fair Value of Awards on Grant Date[1]
April 25, 2016	Incentive unit	800,000	$ 0.78	$ 1.20	$0.98
June 3, 2016	Incentive unit	5,000	$ 0.78	$ 1.20	$0.98
August 12, 2016	Incentive unit	652,600	$ 0.78	$ 1.19	$0.98
November 30, 2016	Incentive unit	692,000	$ 0.78	$ 1.16	$0.97
February 14, 2017	Incentive unit	403,160	$ 0.78	$ 1.15	$0.97
February 21, 2017	Incentive unit	42,000	$ 0.78	$ 1.15	$0.97
June 2, 2017	Incentive unit	56,000	$ 0.78	$ 1.24	$1.05
September 27, 2017	Incentive unit	1,043,302	$ 0.97	$ 1.71	$1.38
October 26, 2017	Incentive unit	230,000	$ 0.97	$ 1.71	$1.38
February 20, 2018[2]	Stock option	1,885,156	$ 2.02	$ 2.02	$1.47 - $1.70
April 3, 2018	Stock option	925,000	$ 2.51	$ 2.51	$1.79
April 15, 2018	Stock option	90,000	$ 2.51	$ 2.51	$1.79

(1) For the purposes of recording stock-based compensation for grants of incentive units and common stock to non-employees, we measure the fair value of the award on the service completion date (vesting date). At the end of each reporting period prior to completion of the services, we re-measure the value of any unvested portion of the award based on the then-current fair value of the award and adjust expense accordingly.

(2) Includes 1,734,856 and 95,300 stock options for employee service-based awards with a per share estimated grant date fair value of $1.47 and $1.49, respectively, and 55,000 stock options for employee performance-based awards and non-employee awards with a per share estimated grant date fair value of $1.70.

Revenue Recognition

As of December 31, 2017, all of our revenue to date had been generated exclusively from our option and license agreement with Janssen. We recognize revenue in accordance with Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, Topic 605, *Revenue Recognition*, or ASC 605, for each unit of accounting when all of the following criteria are met: persuasive evidence of an arrangement exists; delivery has occurred or services have been rendered; the seller's price to the buyer is fixed or determinable; and collectability is reasonably assured. Amounts received prior to satisfying the revenue recognition criteria are recorded as deferred revenue on our consolidated balance sheets.

Multiple Element Arrangements

The terms of our option and license agreement contain multiple deliverables, which we account for based on the guidance in ASC Topic 605-25, *Revenue Recognition — Multiple Element Arrangements,* or ASC 605-25. We evaluate multiple-element arrangements to determine (i) the deliverables included in the arrangement and (ii) whether the individual deliverables represent separate units of accounting or whether they must be accounted for as a combined unit of accounting. When deliverables are separable, consideration received is allocated to the separate units of accounting based on the relative selling price method and the appropriate revenue recognition principles are applied to each unit. When we determine that an arrangement should be accounted for as a single unit of accounting, we must determine the period over which the performance obligations will be performed and revenue will be recognized. This evaluation

requires us to make judgments about the individual deliverables and whether such deliverables are separable from the other aspects of the contractual relationship. Deliverables are considered separate units of accounting provided that (i) the delivered item has value to the customer on a standalone basis and (ii) if the arrangement includes a general right of return with respect to the delivered item, delivery or performance of the undelivered item is considered probable and substantially in our control. In assessing whether an item has standalone value, we consider factors such as the research, development, manufacturing and commercialization capabilities of the collaboration partner and the availability of the associated expertise in the general marketplace. In addition, we consider whether the collaboration partner can use any other deliverable for its intended purpose without the receipt of the remaining deliverable, whether the value of the deliverable is dependent on the undelivered item, and whether there are other vendors that can provide the undelivered items.

The consideration received under an arrangement that is fixed or determinable is then allocated among the separate units of accounting based on the relative selling prices of the separate units of accounting. We determine the selling price of a unit of accounting within each arrangement using vendor-specific objective evidence of selling price, if available; third-party evidence of selling price if vendor-specific objective evidence is not available; or best estimate of selling price, if neither vendor-specific objective evidence nor third-party evidence is available. Determining the best estimate of selling price for a unit of accounting requires significant judgment. In developing the best estimate of selling price for a unit of accounting, we consider applicable market conditions and relevant entity-specific factors, including factors that were contemplated in negotiating the agreement with the customer and estimated costs. We validate the best estimate of selling price for units of accounting by evaluating whether changes in the key assumptions used to determine the best estimate of selling price will have a significant effect on the allocation of arrangement consideration between multiple units of accounting.

We recognize arrangement consideration allocated to each unit of accounting when all of the revenue recognition criteria are satisfied for that particular unit of accounting. In the event that a deliverable does not represent a separate unit of accounting, we recognize revenue from the combined unit of accounting over the contractual or estimated performance period for the undelivered items, which is typically the term of our research and development obligations. If there is no discernible pattern of performance or objectively measurable performance measures do not exist, then we recognize revenue under the arrangement on a straight-line basis over the period we are expected to complete our performance obligations. Conversely, if the pattern of performance over which the service is provided to the customer can be determined and objectively measurable performance measures exist, then we recognize revenue under the arrangement using the proportional performance method. Revenue recognized is limited to the lesser of the cumulative amount of payments received or the cumulative amount of revenue earned, as of the period ending date.

Options in an arrangement are considered substantive if, at the inception of the arrangement, we are at risk as to whether the collaboration partner will choose to exercise the option. Factors that we consider in evaluating whether an option is substantive include the cost to exercise the option, the overall objective of the arrangement, the benefit the counterparty might obtain from the arrangement without exercising the option, and the likelihood the option will be exercised. When an option is considered substantive, we would not consider the option or item underlying the option to be a deliverable at the inception of the arrangement and the associated option fees are not included in allocable consideration, assuming the option is not priced at a significant and incremental discount. We recognize consideration related to the exercise of a substantive option, that is not priced at a significant and incremental discount, upon exercise of the option, assuming there are no remaining deliverables associated with the option and all other revenue recognition criteria are met.

Recognition of Milestones and Royalties

At the inception of an arrangement that includes milestone payments, we evaluate whether each milestone is substantive and at risk to both parties on the basis of the contingent nature of the milestone. This

evaluation includes an assessment of whether: (1) the consideration is commensurate with either our performance to achieve the milestone or the enhancement of the value of the delivered item(s) as a result of a specific outcome resulting from our performance to achieve the milestone, (2) the consideration relates solely to past performance, and (3) the consideration is reasonably relative to all of the deliverables and payment terms within the arrangement. We evaluate factors such as clinical, regulatory, commercial and other risks that must be overcome to achieve the respective milestones and the level of effort and investment required to achieve the respective milestones in making this assessment. There is considerable judgment involved in determining whether a milestone satisfies all of the criteria required to conclude that a milestone is substantive. In accordance with ASC Topic 605-28, *Revenue Recognition — Milestone Method*, or ASC 605-28, a clinical or regulatory milestone that is considered substantive will be recognized as revenue in its entirety upon successful accomplishment of the milestone, assuming all other revenue recognition criteria are met. Milestones that are not considered substantive would be recognized as revenue as earned if there are no remaining performance obligations or over the remaining period of performance, assuming all other revenue recognition criteria are met. Revenue from a commercial milestone payment will be accounted for as royalties and recorded as revenue upon achievement of the milestone, assuming all other revenue recognition criteria are met.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined under applicable SEC rules.

Contractual Obligations, Commitments and Contingencies

The following table summarizes our significant contractual obligations as of payment due date by period at December 31, 2017 (thousands):

	Total	Less than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years
Credit facility[1]	$ 1,141	$ 692	$ 449	$ —	$ —
Operating lease obligations[2]	8,761	7,449	1,312	—	—
Purchase obligation with a third party contract manufacturer[3]	638	638	—	—	—
Total	$ 10,540	$ 8,779	$ 1,761	$ —	$ —

(1) Consists of repayment obligation under the credit facility with SVB, including interest.

(2) Represents future minimum repayments under our non-cancellable operating leases that expire five years after the landlord delivers the expansion space to us, which is expected to occur in the second quarter of 2018.

(3) We are required to make certain minimum payments to a third party contract manufacturer. The amounts included in the table above represent the minimum contractual payments in excess of payments made by us as of December 31, 2017.

Under various licensing and related agreements with third parties, we have agreed to make milestone payments and pay royalties to third parties. Pursuant to an exclusive license agreement with Children's Medical Center Corporation, or CMCC, a holder of our common stock, we paid CMCC an annual license maintenance fee of $5,000 in each of 2015 and 2016. Beginning in 2017, this obligation increased to $10,000 per year, and continues until the agreement is terminated. We will also be responsible for up to $1.3 million of development milestone payments through the first regulatory approval of a licensed product, tiered royalty payments of low single-digit percentages on net sales of licensed products in the event that we realize sales from products covered by the license agreement, and between 10% and 20% of non-royalty

income attributable to a sublicense of the CMCC rights. Such products include products developed using our proprietary platform that are covered by a valid claim contained in any patent under the license agreement. Amounts paid to CMCC are recorded as research and development expense in the statements of operations.

We enter into agreements in the normal course of business with vendors for preclinical studies, preclinical and clinical supply and manufacturing services, professional consultants for expert advice and other vendors for other services for operating purposes. We have not included these payments in the table of contractual obligations above since the contracts do not contain any minimum purchase commitments and are cancelable at any time by us, generally upon 30 days prior written notice, and therefore we believe that our non-cancelable obligations under these agreements are not material.

Quantitative and Qualitative Disclosures About Market Risks

We are exposed to market risk related to changes in interest rates. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our cash equivalents are in the form of a money market fund, which is primarily invested in short-term U.S. Treasury obligations, and our marketable securities consist of U.S. Treasury obligations that have contractual maturities of less than one year.

Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of U.S. interest rates. However, because of the short-term nature of the investments in our portfolio, an immediate one percentage point change in market interest rates would not have a material impact on the fair market value of our investment portfolio or on our financial position or results of operations.

We are not currently exposed to significant market risk related to changes in foreign currency exchange rates; however, we have contracted with and may continue to contract with foreign vendors that are located in Europe. Our operations may be subject to fluctuations in foreign currency exchange rates in the future.

Inflation generally affects us by increasing our cost of labor. We do not believe that inflation had a material effect on our business, financial condition or results of operations during the years ended December 31, 2016 or December 31, 2017.

Emerging Growth Company Status

In April 2012, the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, was enacted. Section 107 of the JOBS Act provides that an "emerging growth company," or EGC, can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act, for complying with new or revised accounting standards. Thus, an EGC can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of delayed adoption of new or revised accounting standards and, therefore, we will be subject to the same requirements to adopt new or revised accounting standards as other public companies that are not emerging growth companies.

We are in the process of evaluating the benefits of relying on other exemptions and reduced reporting requirements under the JOBS Act. Subject to certain conditions, as an EGC, we expect that:

- we will present in this prospectus only two years of audited financial statements, in addition to any required unaudited financial statements, with correspondingly reduced Management's Discussion and Analysis of Financial Condition and Results of Operations disclosure;
- we will avail ourselves of the exemption from providing an auditor's attestation report on our system of controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act;
- we will avail ourselves of the exemption from complying with any requirement that may be adopted by the Public Company Accounting Oversight Board, or PCAOB, regarding mandatory audit firm

rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis; and

- we will provide less extensive disclosure about our executive compensation arrangements

We will remain an EGC until the earlier of (i) the last day of the fiscal year in which we have total annual gross revenues of $1.07 billion or more; (ii) the last day of 2023; (iii) the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; or (iv) the date on which we are deemed to be a large accelerated filer under the rules of the Securities and Exchange Commission.

Recent Accounting Pronouncements

We have reviewed all recently issued standards and have determined that, other than as disclosed in Note 2 to our consolidated financial statements appearing elsewhere in this prospectus, such standards will not have a material impact on our financial statements or do not otherwise apply to our operations.

BUSINESS

Overview

We are a biopharmaceutical company focused on the discovery and development of innovative medicines for the treatment of serious diseases in which signaling by protein growth factors plays a fundamental role. Our newly elucidated understanding of the molecular mechanisms of growth factor activation enabled us to develop a proprietary platform for the discovery and development of monoclonal antibodies that locally and selectively target these signaling proteins at the cellular level. We believe this approach, acting in the disease microenvironment, avoids the historical challenges associated with inhibiting growth factors for therapeutic effect. We believe our focus on biologically validated growth factors may facilitate a more efficient development path. We are advancing our lead product candidate, SRK-015, a selective first-in-class inhibitor of the activation of the growth factor myostatin in skeletal muscle, into clinical development for the treatment of spinal muscular atrophy, or SMA. We expect to initiate a Phase 1 clinical trial in the second quarter of 2018. Utilizing our proprietary platform, we are also creating a pipeline of novel product candidates with the potential to transform the lives of patients suffering from a wide range of serious diseases, including other neuromuscular disorders, cancer, fibrosis and anemia.

Our proprietary platform is designed to discover and develop monoclonal antibodies that have a high degree of specificity to achieve selective modulation of growth factor signaling. Growth factors are naturally occurring proteins that typically act as signaling molecules between cells and play a fundamental role in regulating a variety of normal cellular processes, including cell growth and differentiation. Current therapeutic approaches to treating diseases in which growth factors play a fundamental role involve directly targeting an active growth factor or its receptor systemically throughout the body and have suffered from a variety of shortcomings:

- multiple growth factors often signal through the same or overlapping sets of related receptors, making it difficult to specifically modulate one pathway over another;
- members of the same growth factor superfamily share considerable structural similarities, making it difficult to achieve specific inhibition of the targeted growth factor; this can result in broad systemic inhibition that can cause undesirable, and in many cases toxic, side effects; and
- systemic and non-selective inhibition of a growth factor can block the growth factor's role in the disease process, but can also simultaneously interfere with its normal physiological roles.

Our innovative approach is rooted in our structural biology insights into the mechanism by which certain growth factors are activated in close proximity to the cell surface, which we refer to as "supracellular activation." We integrate these insights with sophisticated protein expression, assay development and monoclonal antibody discovery capabilities. We believe our proprietary platform can address the challenges of current therapeutic approaches to treating diseases in which growth factors play a fundamental role by:

- targeting the natural activation mechanism to prevent activation of the growth factor rather than attempting to inhibit the growth factor after activation;
- achieving heightened specificity for the targeted growth factor while minimizing interactions with structurally similar and related growth factors, thereby reducing the risk of unintended systemic adverse events; and
- targeting the disease microenvironment, where we believe we can interfere with the disease process while minimizing the effects on the normal physiological processes mediated by the same growth factors.

We are advancing our lead antibody product candidate, SRK-015, a first-in-class inhibitor of the activation of myostatin, into clinical development for the treatment of SMA. Myostatin is a negative regulator of muscle mass expressed primarily in skeletal muscle tissue, and a member of the transforming growth factor beta, or TGFb, superfamily, a group of more than 30 related growth factors that mediate diverse biological

processes. Vertebrate animals that lack the myostatin gene display increased muscle mass and strength relative to their normal counterparts, but are otherwise healthy. We believe inhibition of the activation of myostatin may promote a clinically meaningful increase in muscle mass and strength. As a result, we have focused our initial development efforts for SRK-015 on the treatment of SMA. SMA is a rare, and often fatal, genetic disorder arising from a deficiency of a protein known as "survival of motor neuron," or SMN. This disease typically manifests in young children and is characterized by atrophy of the voluntary muscles of the limbs and trunk and dramatically reduced normal neuromuscular function. An estimated 30,000 to 35,000 patients suffer from SMA in the United States and Europe. In preclinical studies, we observed that SRK-015 promoted increased muscle mass and strength, and *in vitro* studies have shown that the antibody selectively avoids interaction with other closely related growth factors that play distinctly different physiological roles. We believe that SRK-015 has the potential to be the first muscle-directed therapy to reverse or prevent muscle atrophy in SMA patients and could be used both as a monotherapy or in conjunction with therapies that upregulate the expression of SMN. In March 2018, we filed an Investigational New Drug application, or IND, with the U.S. Food and Drug Administration, or FDA for SRK-015. In April 2018, the FDA notified us that our Phase 1 first-in-human clinical trial of SRK-015 may proceed, and we plan to commence our Phase 1 clinical trial in the second quarter of 2018.

Our second antibody program is focused on the discovery and development of highly specific inhibitors of the activation of TGFb1. TGFb1 is also a member of the TGFb superfamily, and increased signaling by TGFb1 is a key driver of a number of disease-relevant processes, including tissue and organ fibrosis, immune system evasion by cancer cells, and bone marrow fibrosis associated with hematological disorders. Historically, selectively targeting TGFb1 signaling has been challenging due to the inability of both small molecule inhibitors and antibodies to avoid off-target inhibition of other, closely related growth factors, TGFb2 and TGFb3. Treatment of animals with these pan-TGFb inhibitors has been associated with a range of toxicities, most notably cardiac toxicity. In preclinical studies of our antibodies, we have observed specific inhibition of TGFb1 activation *in vitro* and immunomodulatory and antifibrotic activity in multiple disease models *in vivo*. In addition, we have completed a 28-day pilot toxicology study of our leading antibody and, to date, we have not observed any drug-related toxicity up to the highest doses tested in the study. In the same study, we tested pan-TGFb inhibitors and observed the toxicities, including cardiac toxicity, that have been observed by others. We are actively evaluating a limited number of our selective inhibitors of the activation of TGFb1 in multiple disease models, and we intend to nominate a clinical candidate to initially pursue in one or more of our currently targeted indications of oncology, immuno-oncology and fibrosis by the first half of 2019.

Our third antibody program targets the signaling of bone morphogenetic protein 6, or BMP6, another member of the TGFb superfamily, which is involved in a diverse set of biological processes in various parts of the body. For example, in the liver, BMP6 signaling is a key controller of the body's ability to regulate iron levels. Given BMP6's important role in iron metabolism, we believe that targeting BMP6 signaling in a liver-selective fashion presents the potential to address both iron-restricted anemias and iron overload conditions. In preclinical studies of our antibodies that target BMP6 signaling in the liver, we have observed increased iron levels in the bloodstream of healthy animals and we are now evaluating a limited number of these antibodies in disease models of iron restricted anemia.

We have worldwide rights to our proprietary platform and all of our product candidates and antibodies with the exception of certain early-stage antibodies that specifically inhibit the activation of TGFb1 in the context of regulatory T cells, which we licensed to Janssen Biotech, Inc., or Janssen, a subsidiary of Johnson & Johnson.

We have assembled an experienced management team, board of directors, scientific founders and advisory board who bring extensive industry experience to our company. The members of our team have deep experience in discovering, developing and commercializing therapeutics with a particular focus on rare diseases, having worked at companies such as Alnylam Pharmaceuticals, Inc., Avila Therapeutics, Inc.,

Biogen, Inc. and Dyax Corp. We were founded by internationally respected scientists, Drs. Timothy A. Springer and Leonard I. Zon of Harvard Medical School and Boston Children's Hospital.

Since our inception in 2012, we have raised over $100 million through convertible preferred stock financings. Our investors include ARCH Venture Partners, Cormorant Asset Management, EcoR1 Capital, Fidelity Management and Research Company, Invus, The Kraft Group, Polaris Partners, Redmile Group and Timothy A. Springer, Ph.D.

Our Approach and Proprietary Platform

Our innovative approach is rooted in our newly elucidated understanding of the molecular mechanisms of growth factor activation and signaling and is designed to discover and develop monoclonal antibody product candidates that can inhibit the activation of a growth factor with an unprecedented degree of selectivity. Our proprietary platform is designed to generate product candidates that target the growth factor's latent precursor form prior to its activation within the disease microenvironment, or tissue where it is localized, and would normally signal upon activation.

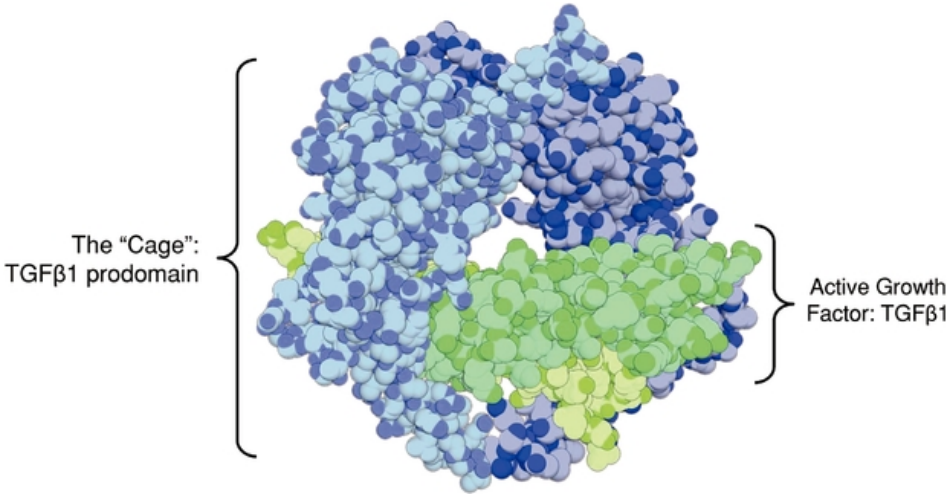
Growth factors are naturally occurring proteins that typically act as signaling molecules between cells and play a fundamental role in regulating a variety of normal cellular processes. Members of the TGFb superfamily of growth factors, for example, can mediate diverse biological functions, including cell growth and differentiation, tissue homeostasis, immune modulation and extracellular matrix remodeling. Growth factors, including members of the TGFb superfamily, such as myostatin, TGFb1 and BMP6, have also been shown to play a fundamental role in a variety of disease processes, including neuromuscular disorders, cancer, fibrosis and anemia. Because of the importance of growth factors in multiple diseases, the pharmaceutical industry has made many attempts to inhibit growth factors in a variety of therapeutic settings. However, products utilizing conventional approaches have seen only limited success. Current therapeutic approaches to treating diseases in which growth factors play a fundamental role involve directly targeting an activated growth factor or its receptor systemically throughout the body and have suffered from a variety of shortcomings:

- multiple growth factors often signal through the same or overlapping sets of related receptors, making it difficult to specifically modulate one pathway over another;
- members of the same growth factor superfamily share considerable similarities (for example, myostatin and GDF11 are approximately 90% identical in the growth factor domains) making it difficult to achieve selective inhibition of the targeted growth factor. Inhibiting both the intended growth factor target and other closely related targets can result in unintentionally broad systemic inhibition that can cause undesirable, and in many cases toxic, side effects; and
- systemic and nonselective inhibition of a growth factor can block the growth factor's role in the disease process, but can also simultaneously interfere with its normal physiological roles.

Our approach to the discovery and development of growth factor-targeted drugs is fundamentally new and different from traditional approaches. Our approach is based on the breakthrough discovery by the laboratory of our co-founder, Timothy A. Springer Ph.D. of Harvard Medical School and Boston Children's Hospital, of the supracellular activation mechanism by which growth factors in the TGFb superfamily are locally activated by a variety of specific stimuli in close proximity to the cell surface.

Unlike many other proteins that are produced and secreted by cells in a mature, or active, form, many growth factors are expressed by cells in a precursor, or latent, form. For example, TGFb1 is produced by cells as a single protein which is then enzymatically processed by the cells into two distinct and physically separated domains — the mature growth factor and the remaining portion of the original protein, referred to as the prodomain — which remain associated as part of a complex. This secreted complex is latent, or inactive, and must first be activated to carry out its normal function in a highly localized tissue or disease microenvironment. In a seminal peer-reviewed publication in 2011, Dr. Springer elucidated a new understanding of the mechanism of supracellular activation as it applies to members of the TGFb

superfamily, by solving a high resolution x-ray crystal structure of this latent form of TGFb1, as illustrated in the graphic below.



Structural representation of the latent form of TGFb1 wherein the prodomain wraps around the active growth factor.

This research explained at a molecular level why the secreted form of TGFb1 is inactive. The prodomain, though physically separated from the mature growth factor domain, forms a "cage" around the active form of TGFb1, blocking the growth factor from signaling through its receptor. Only when the cage is "unlocked" by a supracellular activation event can the growth factor be released and mediate its effects in the local microenvironment. Dr. Springer further hypothesized that this phenomenon likely holds true for most members of the TGFb superfamily, though the exact nature of the activation event, such as integrin binding or enzymatic cleavage, may differ among members of the superfamily. Importantly, while many growth factors are structurally very similar, their cages are structurally diverse, and this provides the basis for our approach to improved selectivity.

To enable our novel approach, we have built a proprietary platform that is rooted in our structural biology insights into supracellular activation. We integrate these insights with sophisticated protein expression, assay development and monoclonal antibody discovery capabilities. In addition to such know-how, our proprietary platform is covered by two patent families, with issued patents projected to expire in 2034. The key elements of our proprietary platform include the following:

- focusing on growth factor targets with a high degree of evidence implicating them in a disease process or processes;
- generating recombinant versions of the latent forms of targeted growth factors, as well as versions of closely related growth factors utilizing proprietary technology and in-house expertise;
- developing proprietary assays in which we are able to recapitulate the natural supracellular activation mechanism that these growth factors undergo in the human body;
- designing sophisticated selection strategies utilizing recombinant antibody libraries such as phage and yeast display that allow us to identify monoclonal antibodies, a well-established therapeutic modality, that can modulate the supracellular activation of these growth factors without having an effect on the activation of other closely related growth factors; and

- optimizing the output of such selections to ensure that our product candidates have the appropriate characteristics for manufacturability and further development.

Using our innovative approach and proprietary platform, we are creating a pipeline of novel product candidates that selectively modulate the activation of growth factors implicated in a variety of serious diseases.

We believe there are several important advantages to our approach over conventional therapeutic approaches, which inhibit the growth factors or their receptors systemically throughout the body:

- targeting the latent precursor allows intervention at the site of action, within the microenvironment of the diseased tissue. Because our antibodies specifically bind the latent forms of the growth factors, we can prevent the activation of the growth factors. Given that many growth factors act primarily within the microenvironment where they are activated, as opposed to exerting their effects systemically, we believe that prevention of activation is a preferred mode of action for achieving improved outcomes. In contrast, traditional approaches to targeting growth factor signaling are focused on inhibiting the growth factor after it has been activated and released systemically;

- targeting the latent precursor allows heightened selectivity among structurally related growth factors, which we believe could limit off-target effects. For example, two members of the TGFb superfamily, myostatin and GDF11, are 90% identical in their growth factor domains. Therefore, many of the traditional inhibitors that target myostatin also inadvertently inhibit GDF11. Similarly, most of the known inhibitors of TGFb are pan-inhibitors, meaning they do not distinguish among the three isoforms of TGFb, namely, TGFb1, TGFb2 and TGFb3. Despite the sequence similarities of the active forms of these growth factors, their cages are structurally diverse. We have been able to harness this diversity to generate antibodies that specifically bind the inactive growth factor precursors and inhibit activation of a particular growth factor of interest, but not others that are closely related; and

- targeting these precursor forms in the disease microenvironment, we believe we can interfere with the disease process while minimizing the effects on the normal physiological processes mediated by growth factors.

Our Strategy

Using our proprietary platform to unlock the therapeutic potential of targeting growth factor signaling in the disease microenvironment, our goal is to deliver novel therapies to underserved patients suffering from a wide range of serious diseases, including neuromuscular disorders, cancer, fibrosis and anemia. To achieve this goal we plan to:

- ***Rapidly advance our lead product candidate, SRK-015, through clinical proof-of-concept.*** We are currently developing our lead product candidate, SRK-015, for the treatment of patients with SMA. By targeting the latent form of myostatin and specifically inhibiting its activation in muscle, we believe SRK-015 holds considerable promise in addressing the atrophy of skeletal muscle in patients with SMA. In March 2018, we filed an IND for SRK-015 and, in April 2018, the FDA notified us that our Phase 1 first-in-human clinical trial of SRK-015 may proceed. We plan to commence our Phase 1 clinical trial in the second quarter of 2018. Assuming successful results and subject to regulatory feedback, we intend to conduct a Phase 2 clinical proof-of-concept trial to evaluate the efficacy and safety of SRK-015 in patients with later-onset SMA, including those patients who are being treated with a currently approved SMA therapy. We plan to commence our Phase 2 trial in the first quarter of 2019 and expect to report top-line results in the second half of 2019.

- ***Advance our TGFb1 program into clinical development.*** Our second antibody program is focused on the discovery and development of highly specific inhibitors of the activation of TGFb1. We believe that the selectivity of our antibodies is a significant differentiator in our efforts to address the historical challenges with inhibiting the TGFb signaling pathway. In preclinical studies of our antibodies, we have observed inhibition of TGFb1 activation *in vitro*, and immunomodulatory and antifibrotic activity in multiple *in vivo* disease models. We intend to nominate a clinical candidate in one or more of our currently targeted indications of oncology, immuno-oncology and fibrosis in our TGFb1 program by the first half of 2019.

- ***Explore additional indications for our existing and emerging product candidates.*** Given the multiple physiological roles played by the distinct targets in our lead programs, we believe that there is potential for us to address multiple additional indications beyond those already selected. For example, we believe that SRK-015 may have a role in treating other muscle-wasting diseases and we believe that our TGFb1 program has the potential to address multiple disorders associated with increased TGFb1 signaling, such as tissue and organ fibrosis, immune system evasion by cancer cells, and bone marrow fibrosis associated with hematological disorders. Our goal is to maximize the value of our existing programs by exploring their potential in additional indications.

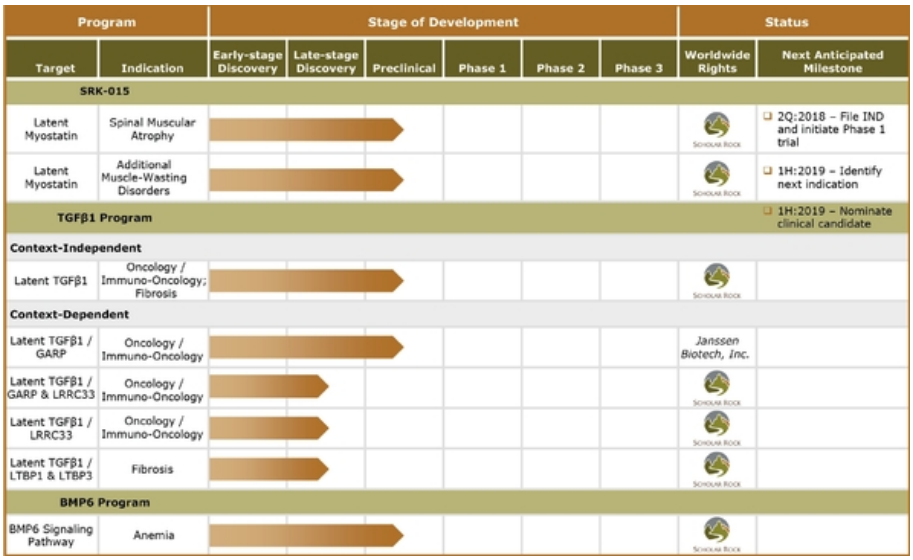
- ***Continue to leverage our proprietary platform to expand our pipeline beyond current lead programs.*** We will continue to leverage our proprietary platform to selectively target the activation of additional growth factors, both within and beyond the TGFb superfamily. Given the established role of signaling by protein growth factors in numerous diseases, we believe that these efforts could result in multiple new opportunities to treat diseases with high unmet medical need. In order to support our pipeline expansion and intention to be the leader in the field of growth factor-targeted drug development, we are investing in the technologies supporting our proprietary platform, including a focus on tools and assays to enhance and accelerate our drug discovery process.

- ***Selectively seek strategic collaborations to maximize the value of our proprietary platform and pipeline.*** Given the potential of our proprietary platform to generate novel product candidates that could treat a wide variety of diseases, we believe that we can maintain in-house discipline with respect to our key development and commercialization efforts, while at the same time maximizing the full potential of our proprietary platform for other disease areas and indications. As a result, we may seek to form strategic collaborations around certain targets, product candidates or disease areas that we believe could benefit from the resources of either larger biopharmaceutical companies or those specialized in a particular area of relevance.

- ***Attract and retain people that share our commitment to scientific excellence and a focus on patients.*** We are focused on developing novel medicines that make a significant difference in the lives of patients suffering from devastating and life-threatening diseases. In addition to building a team of people with deep experience in biology, protein sciences, antibody drug discovery, and development and operations, we believe our focus on a patient-centric collaborative and passionate workplace culture is critical to the success of our mission. We will continue to emphasize this focus as we grow and build our company.

Our Pipeline Programs

Using our innovative approach and proprietary platform, we are creating a pipeline of novel product candidates that selectively inhibit the supracellular activation of growth factors believed to be important drivers in a variety of diseases, including neuromuscular disorders, cancer, fibrosis and anemia. Our proprietary platform includes (i) our know-how expressing and purifying latent protein growth factor complexes in quantity and quality sufficient to enable antibody discovery; (ii) strategies to identify rare antibodies that selectively bind targeted latent protein growth factor complexes; and (iii) assays developed by us in which to test the highly selective antibodies' ability to modulate the activation of specific latent growth factors. We have worldwide rights to our proprietary platform and all of our product candidates, with the exception of certain early-stage antibodies that specifically inhibit the activation of TGFb1 in the context of regulatory T cells, which we licensed to Janssen. The following summarizes our pipeline programs:



Our Lead Product Candidate and Additional Programs

SRK-015 — Our Inhibitor of Myostatin Activation

We are developing SRK-015, a selective first-in-class inhibitor of the activation of the growth factor myostatin in skeletal muscle, for the treatment of SMA. Myostatin, a member of the TGFb superfamily of growth factors, is expressed primarily in skeletal muscle cells and the absence of its gene is associated with an increase in muscle mass and strength in multiple animal species. We believe that inhibition of the activation of myostatin may promote a clinically meaningful increase in muscle mass and strength. In preclinical studies, treatment with SRK-015 resulted in an increase in muscle mass and strength in healthy animals as well as maintenance of muscle in multiple models of muscle atrophy. In March 2018, we filed an IND for SRK-015 and, in April 2018, the FDA notified us that our Phase 1 first-in-human clinical trial of SRK-015 may proceed. We plan to commence our Phase 1 clinical trial in the second quarter of 2018.

Background on SMA

SMA is a rare, and often fatal, genetic disorder that typically manifests in young children. It is characterized by the loss of motor neurons, atrophy of the voluntary muscles of the limbs and trunk and progressive muscle weakness. Disease severity in SMA can range from patients who die soon after birth to patients who live into adulthood with varying degrees of morbidity. The underlying pathology of SMA is caused by insufficient production of a protein known as "survival of motor neuron," or SMN. The SMN protein, essential for the survival of motor neurons, is encoded by two genes, SMN1 and SMN2.

- SMN1 genes produce the majority of functional SMN protein; healthy individuals have one or two functional copies of SMN1, while patients with SMA have mutations in or deletions of both copies of the gene.
- SMN2 genes produce only 10% to 20% of functional SMN protein and an individual's copy number of the SMN2 gene can range from zero to eight. In SMA patients, the number of SMN2 genes present in their genome is correlated with disease onset and severity; patients who have a lower number of SMN2 gene copies generally develop earlier and more severe SMA, because they produce less SMN protein.

SMA Natural History and Epidemiology

SMA, the most common monogenic cause of death in infants, is a rare neuromuscular disorder. An estimated 30,000 to 35,000 patients suffer from SMA in the United States and Europe. Patients with SMA can be categorized as one of four types, Type 1 through Type 4. More than 80% of SMA patients currently living are categorized as having Type 2 or Type 3 disease, sometimes referred to as later-onset SMA, and represent our initially targeted patient population.

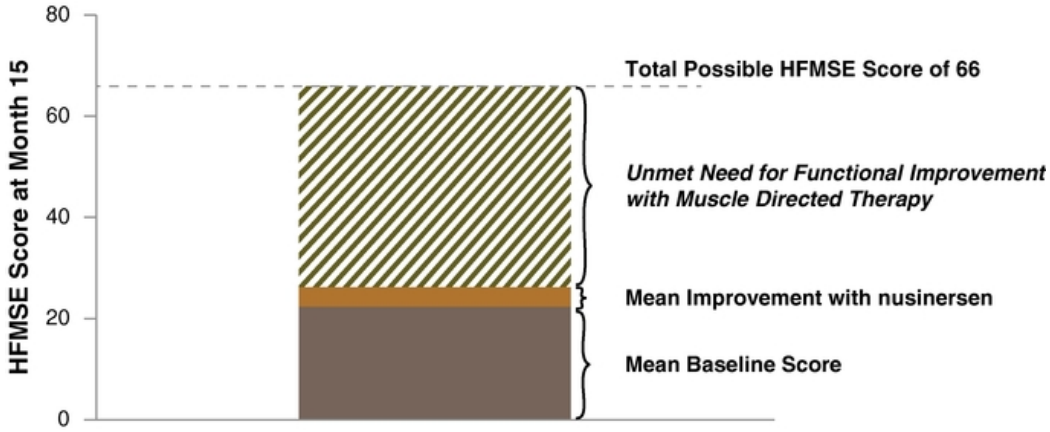
- Type 1 disease is the most severe form, with clinical signs emerging at or shortly following birth. Patients with Type 1 SMA suffer from respiratory compromise and often require mechanical ventilation shortly after birth. Type 1 infants are never able to sit without support. Type 1 SMA is the most common form of the disease, and accounts for 58% of patients born with SMA. Historically, only 1% of patients with Type 1 disease survive beyond two years of age without mechanical respiratory support. Type 1 SMA represents only 14% of patients with SMA, although recent therapies may extend patient lifespans. Type 1 patients begin to lose motor neurons and muscle mass before birth.
- Type 2 disease manifests in early childhood and is less severe than Type 1 disease, although patients exhibit profound deficits in motor function. Patients with Type 2 disease may be able to sit independently but they will never walk without aid. While only 29% of the incident population, patients with Type 2 disease account for 51% of the patients living with SMA today.
- Type 3 disease manifests usually in childhood and accounts for about 13% of patients born with SMA, although patients in this category account for 35% of all patients with SMA. While Type 3 SMA patients usually learn to walk unaided, the majority lose that ability over time. Ambulatory Type 3 SMA patients commonly suffer from substantial motor functional impairment, as evidenced by Hammersmith Functional Motor Scale Expanded, or HFMSE, scores and Six-Minute Walk Test distances, two commonly used measures of motor function.
- Type 4 disease is the mildest form of SMA, and its population is not well characterized. After symptom onset, which is most commonly reported between 20 and 30 years of age, patients experience mild to moderate muscle weakness and increasing disabilities. Patients are ambulatory and their life expectancy is normal.

Unmet Medical Need in SMA

Patients with SMA continue to have a high unmet medical need despite recent approval of nusinersen, an SMN upregulator. Nusinersen was approved by the FDA in December 2016 and the European Medicines Agency, or EMA, in June 2017 for the treatment of patients with SMA. Nusinersen is an antisense

oligonucleotide directed against SMN2 that aims to increase functional SMN protein expression. SMN upregulator therapies act primarily to preserve motor neurons. While this approach may improve motor function, it does not act directly on the muscle to reverse or prevent atrophy. We believe that SRK-015 has the potential to be the first muscle-directed therapy to reverse or prevent muscle atrophy in patients with all types of SMA and further improve patient outcomes as a monotherapy or when used in conjunction with SMN upregulator therapies such as nusinersen.

The CHERISH pivotal trial of nusinersen in later-onset SMA patients made use of the HFMSE, a validated outcome measure specifically designed for evaluation of Type 2 and 3 SMA patients that is often used in clinical practice and studies. This examination assesses 33 individual items of motor activity, each scored from 0 to 2 points (lower score indicates worse motor function), with a maximum possible score of 66. The HFMSE evaluates a patient's ability to perform basic tasks such as sitting, reaching one's hand to one's head, changing body positions (e.g. sitting to lying position), crawling, standing, kneeling, squatting, jumping and ascending/descending stairs. These tasks are viewed by SMA patients and caregivers as meaningful and relevant to conducting activities of daily living. In this trial, as illustrated in the figure below, treatment with nusinersen improved motor function, but the HFSME scores of treated patients remained well below those of healthy children. Patients who received nusinersen achieved a 3.9-point mean improvement at Month 15 from a mean baseline of 22.4. Compared to control patients, there was a statistically significant difference of 4.9 points in the mean change from baseline to Month 15 in the HFMSE score. The percentage of nusinersen-treated patients achieving a > 3-point increase was 57%. Although this trial met its primary endpoint and demonstrated a clinically meaningful benefit overall, these results also indicate that most of the gap in attaining normal HFMSE performance has not been adequately addressed by nusinersen therapy and significant unmet need remains.



Mean improvement in HFMSE score experienced by patients with later-onset SMA in the Phase 3 CHERISH clinical trial of nusinersen.

While nusinersen has shown improvement in motor function in patients with SMA, there remains a significant unmet need for an effective muscle-directed therapy that can reverse or prevent muscle atrophy, thereby improving muscle strength and motor function in patients with SMA. Given the novel mechanism of SRK-015, we believe this therapy has the potential to provide a clinically meaningful improvement in motor function in a broad population of SMA patients who may or may not be on background SMN upregulator therapies, such as nusinersen. Accordingly, we believe SRK-015 has the potential to fulfill a significant unmet medical need for SMA patients both as a monotherapy and in conjunction with standard of care.

Myostatin in SMA and Challenges with Traditional Approaches

Our lead product candidate, SRK-015, is a selective inhibitor of the activation of latent myostatin that acts locally within skeletal muscle. Myostatin, also known as growth differentiation factor 8, or GDF8, is a member of the TGFb superfamily and is produced by skeletal muscle cells. As with other tissues and organs in the human body, healthy muscle homeostasis is maintained by a proper balance of growth signals, or anabolic stimuli, and breakdown signals, or catabolic stimuli. In humans, the anabolic stimuli that drive muscle growth are proteins such as human growth hormone and insulin-like growth factor 1. In contrast, myostatin is a catabolic agent that functions as a negative regulator of muscle mass.

Skeletal muscle fibers are generally classified as fast-twitch or slow-twitch. Fast-twitch fibers play a key role in motor activities such as those involving quick bursts of strength, sprinting or eccentric contraction. In contrast, slow-twitch fibers are important for endurance activities. Animals lacking functional myostatin genes, or its receptor, have larger muscles and increased strength compared to normal animals. While the absence of myostatin does lead to overall increases in muscle mass, a preferential effect on muscles enriched for fast-twitch muscle fibers has been observed in animals. Such animals are otherwise healthy and live a normal life-span.

Because of its role in regulating muscle mass, myostatin has been a popular target for a variety of drug development programs. There have been two general approaches to trying to inhibit the signaling of myostatin in humans. The first is to develop an antibody, or an antibody-like molecule, that binds to mature myostatin in circulation and prevents its ability to signal through its receptor, the ActRIIb receptor. The second is to develop an antibody to the ActRIIb receptor itself, or a soluble decoy of the ActRIIb receptor, with a goal of preventing myostatin signaling through its receptor. Both of these approaches, however, have significant limitations.

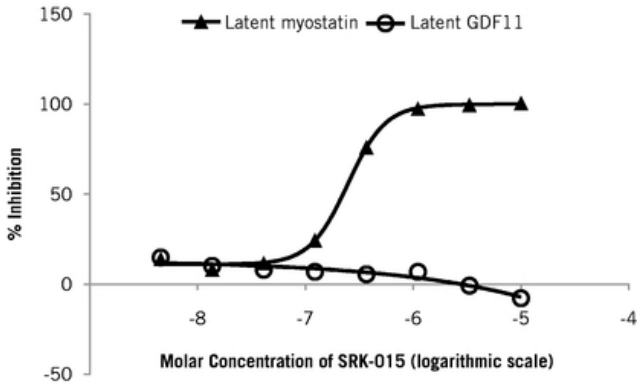
As a member of the TGFb superfamily, mature myostatin shares considerable structural similarity with other family members. For example, the active form of myostatin and its most closely related family member, GDF11, are 90% identical in the growth factor domains, making it extremely challenging to identify antibodies that are truly specific for myostatin and do not interfere with other targets. Moreover, attempts to interrupt myostatin signaling through its receptor are complicated by the fact that the ActRIIb receptor, in addition to being the receptor for myostatin, is also the receptor for a number of related family members, including GDF11, activin and other growth factors. Attempts to block the signaling of myostatin by targeting its receptor therefor inevitably interfere with the signaling of these other growth factors, many of which are involved in normal biological processes unrelated to muscle.

There are multiple examples of clinical trials demonstrating the risk of non-selective inhibition of myostatin. For example, in a Phase 2 trial in Duchenne Muscular Dystrophy reported in 2017, a soluble decoy of the ActRIIb receptor resulted in bleeding side effects believed by the sponsor to be unrelated to inhibition of myostatin signaling, but instead related to the inhibition of signaling by certain other members of the TGFb superfamily known to be important in the maintenance of vascular integrity. These side effects resulted in termination of the clinical program. More recently, results from a clinical trial were reported showing that treatment of patients with an antibody to the ActRIIb receptor resulted in suppression of the levels of follicle stimulating hormone, an important reproductive hormone. In this trial, the sponsor believed that these effects were likely related to inhibition of signaling through the ActRIIb receptor.

Our Solution

Utilizing our proprietary platform, we targeted the precursor form of myostatin and generated SRK-015, a selective first-in-class inhibitor of the activation of myostatin from its inactive precursor in skeletal muscle where myostatin resides and signals upon activation. While mature myostatin is 90% identical in the growth factor domain to its most closely related TGFb superfamily member, GDF11, the prodomain that cages mature myostatin and keeps it in its latent precursor form is only 52% identical to the GDF11 prodomain.

As a result, in preclinical studies, we observed that SRK-015 bound to latent myostatin with a high level of selectivity, while having no binding to, and no effect on, the activation of related TGFb family members.



SRK-015 showed dose-dependent inhibition of the activation of latent myostatin in an in vitro activation assay and had no effect on latent GDF11 activation.

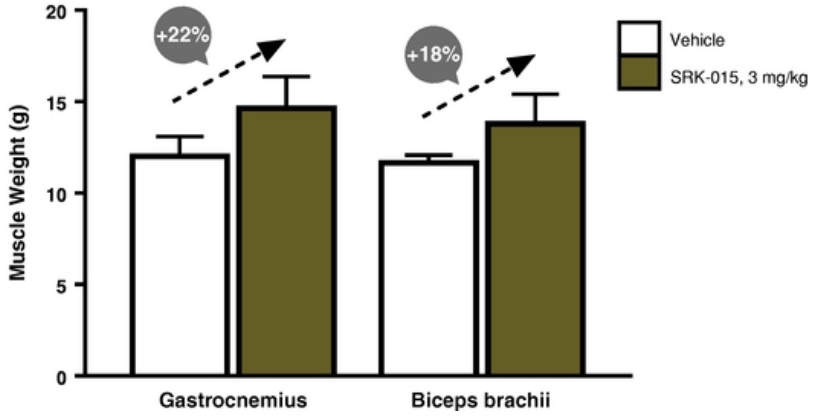
We believe that the pathophysiologic and clinical characteristics of SMA are well-aligned with the optimal setting for observing therapeutic benefit from inhibition of myostatin activation. These characteristics are summarized in the figure below. Since myostatin regulates muscle catabolism rather than anabolism, we believe that having a background of anabolic capacity is important to drive muscle growth in the setting of myostatin inhibition. Anabolic capacity is most robust in younger individuals and diminishes as one ages. Furthermore, in SMA, there is a significant but incomplete loss of motor neurons, ensuring at least some intact connectivity between muscle and nerve, also known as innervation. This partial loss of motor neurons causes substantial atrophy of fast-twitch muscle fibers that in turn leads to many of the motor function impairments. Validated outcome measures are available for SMA clinical trials that are relevant to fast-twitch fiber activity. These outcome measures, such as the HFMSE, assess a large number of motor activities that involve short-term bursts of strength, which are driven by fast-twitch muscle fibers. These endpoints therefore measure an outcome that may be more likely to be directly affected by SRK-015.

Optimal Setting for Myostatin Inhibition	Key Characteristics of SMA
Younger population	Genetic disorder with onset in childhood
Muscle disease with at least partially intact innervation	Incomplete loss of motor neurons
Need for increase in fast-twitch muscle fibers	Substantial deficit in fast-twitch fibers
Clinical trial endpoint driven by fast-twitch fiber function	Fast-twitch fiber function: prominent role in SMA outcome measures

Table summarizing why the pathophysiologic and clinical characteristics of SMA are well aligned with the optimal setting for observing therapeutic benefit from inhibition of myostatin activation.

SRK-015 Preclinical Results

In our earliest pharmacology work, we observed that treatment with SRK-015 robustly increased muscle mass and strength in healthy mice and rats. In addition to increasing muscle mass, we also observed that treatment with SRK-015 resulted in gains in muscle function. The increase in muscle mass was replicated in non-human primates. As shown in the figure below, in this study the gastrocnemius (a calf muscle) and biceps brachii (an arm muscle), two muscles containing a higher proportion of fast-twitch fibers than slow-twitch fibers, increased in size by 18% and 22%, respectively, in cynomolgus monkeys treated with SRK-015 as compared to the vehicle control group.

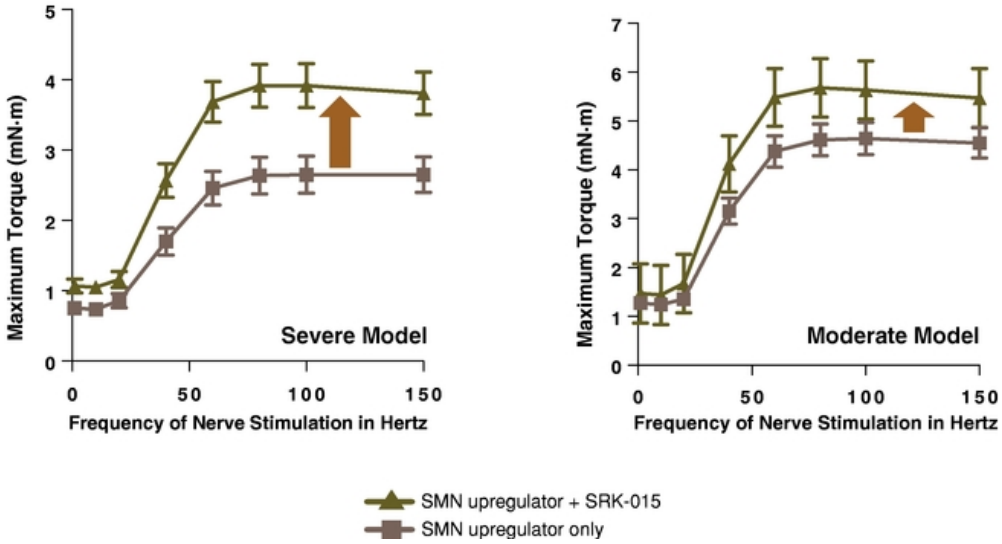


SRK-015 treatment increased muscle mass, as measured by muscle weight in the gastrocnemius (a calf muscle) and biceps brachii (an arm muscle) of cynomolgus monkeys as compared to monkeys treated with the vehicle only.

We next assessed the ability of SRK-015 to improve muscle function in the D7 mouse model, a genetic model of SMA wherein the SMN1 gene has been deleted and copies of the human SMN2 gene have been introduced, thus mimicking the genetics of the human disease. SMN D7 mice are extremely fragile if not treated with a drug that upregulates the underlying deficiency in SMN. Accordingly, this model is best suited for determining the effect of a product candidate such as SRK-015 when administered in conjunction with an SMN upregulator. In this study, we used a small molecule SMN2 splice modulator, SMN-C1, as the SMN upregulator.

We evaluated the ability of SRK-015 to improve muscle force generation in two versions of the D7 mouse model: one designed to emulate a more severe form of SMA and the other a more moderate form of SMA. As shown in the figure below, in both models animals treated with SRK-015 in conjunction with the SMN

upregulator experienced a significant increase in maximum muscle torque generation in the leg compared to animals treated with the SMN upregulator alone.



SRK-015, in combination with an SMN upregulator, improved in vivo muscle force generation in versions of the D7 mouse model designed to emulate either a severe (left side) or moderate (right side) form of SMA, as compared to SMN upregulator therapy alone. Muscle force was assessed by maximum torque generation following nerve stimulation, at a range of frequencies, in the plantarflexor muscle group in the leg. The arrows indicate the increase in muscle force generation due to SRK-015 treatment.

We have filed patent applications seeking to cover SRK-015 as well as other antibodies with the same mechanism. In September 2017, we announced the issuance of U.S. Patent 9,758,576, which covers monoclonal antibodies that selectively inhibit myostatin signaling by blocking the proteolytic activation of latent myostatin, providing protection for our lead antibody SRK-015, as well as any other monoclonal antibodies that work by this unique mechanism of action. This patent expires in May 2034, not including any potential patent term extension.

Clinical Development Overview

We are currently advancing SRK-015 into a clinical development program for the treatment of SMA. Our IND-enabling toxicology studies in rat and cynomolgus monkeys have been completed and, in March 2018, we filed an IND for SRK-015. In April 2018, the FDA notified us that our Phase 1 first-in-human clinical trial of SRK-015 may proceed. We plan to commence our Phase 1 clinical trial in the second quarter of 2018. Our Phase 1 trial is designed to assess the safety, tolerability, pharmacokinetics, immunogenicity and pharmacodynamics of single- and multiple-ascending doses of intravenous SRK-015 in healthy adult volunteers.

Assuming the successful completion of our Phase 1 trial, we plan to conduct a Phase 2 proof-of-concept trial to evaluate the efficacy and safety of SRK-015 in patients with later-onset SMA. This includes Type 2 and non-ambulatory Type 3 SMA patients who may already be receiving an approved SMN upregulator therapy like nusinersen as background standard of care, as well as ambulatory Type 3 patients who will be

administered SRK-015 as a monotherapy. We expect top-line results from the Phase 2 proof-of-concept trial to be available in the second half of 2019.

Beyond the initial proof-of-concept trials in Type 2 and Type 3 SMA patients, we believe that SRK-015 has the potential to contribute an important therapeutic benefit to patients with both more and less severe forms of SMA.

On March 22, 2018, the FDA granted orphan drug designation for SRK-015 for the treatment of SMA.

Other Myostatin Indications

We believe that SRK-015 has therapeutic potential to improve muscle function in multiple other muscle-wasting disorders, including muscle atrophy due to partial denervation, incomplete spinal cord injury, amyotrophic lateral sclerosis, glucocorticoid-induced muscle-wasting and Duchenne muscular dystrophy. These disorders bear many of the characteristics relevant to the optimal setting in which we believe that therapeutic benefit from myostatin inhibition may be observed. In addition to conducting a proof of concept study in SMA, we are actively considering the investigation of SRK-015 in multiple other indications.

Inhibitor of TGFb1 Activation Programs

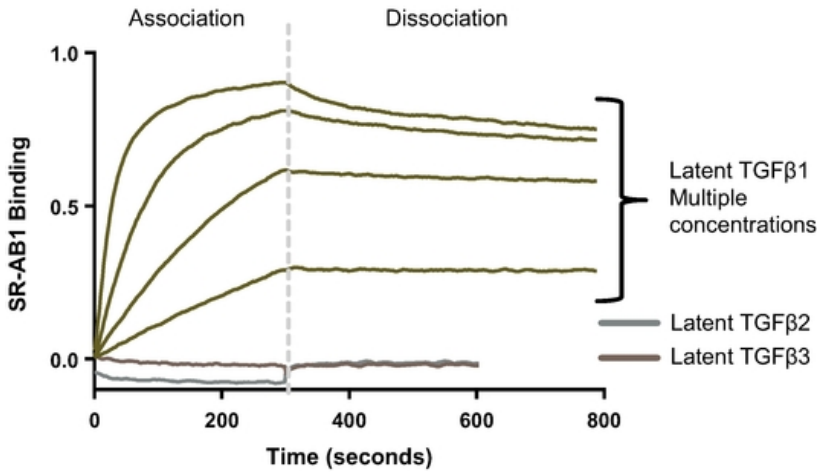
TGFb1 is also a member of the TGFb superfamily, and increased signaling by TGFb1 is a key driver of a number of disease-relevant processes, including tissue and organ fibrosis, immune system evasion by cancer cells and bone marrow fibrosis associated with hematological disorders. Historically, selectively targeting TGFb1 signaling has been challenging due to the inability of both small molecule inhibitors and antibodies to avoid off-target inhibition of other, closely related growth factors, TGFb2 and TGFb3. Treatment of animals with these pan-TGFb inhibitors has been associated with a range of toxicities, most notably cardiac toxicity. Furthermore, since each of these growth factors signals through the same TGFb receptor, ALK5, inhibitors of the TGFb receptor suffer from similar dose-limiting toxicities. Using our proprietary platform, we have generated highly specific and local inhibitors of the activation of TGFb1 that, in our preclinical studies, showed no detectable inhibition of the activation of TGFb2 or TGFb3.

Identification of Selective Inhibitors of TGFb1 Activation

TGFb1 is produced by cells as a single protein and is then enzymatically processed by the cells into two distinct and physically separated domains — the mature, active growth factor and the remaining portion of the original protein, referred to as the prodomain — which remain associated and inactive. This complex also includes one of a number of "presenting molecules" which when secreted serve to tether the latent precursor in specific locations in the body. TGFb1 is produced by a variety of cell types, including fibroblasts, which deposit latent TGFb1 in connective tissue, as well as regulatory T cells and macrophages, which display latent TGFb1 on their cell surfaces.

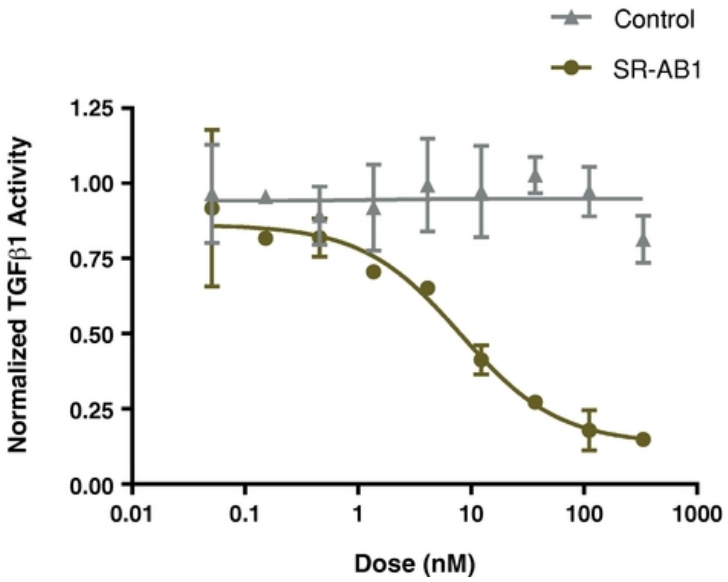
In a seminal peer-reviewed publication in 2011, Dr. Springer elucidated a new understanding of the mechanism of supracellular activation as it applies to members of the TGFb superfamily, by solving a high resolution x-ray crystal structure of the latent form of TGFb1. This research explained at a molecular level why the secreted form of TGFb1 is inactive. The prodomain, though physically separated from the mature growth factor domain, forms a "cage" around the active form of TGFb1, blocking the ability of the growth factor to signal through its receptor. Integrin proteins are able to unlock the "cage" by binding to the prodomain of the latent TGFb1 complex and applying force to pull the complex open, allowing the mature growth factor to be released and signal in its microenvironment. While mature TGFb1 shares a high degree of structural similarity with its closely related family members, TGFb2 and TGFb3, their respective cages are structurally diverse. By taking advantage of the differences among the prodomains, together with our understanding of the activation mechanism and ability to recapitulate the activation mechanism *in vitro*, we were able to identify multiple highly selective inhibitors of the activation of latent TGFb1.

We have conducted *in vitro* and *in vivo* studies to characterize our selective TGFb1 activation inhibitors. An example of the selectivity and *in vitro* inhibitory activity observed for one of our selective TGFb1 activation inhibitors, SR-AB1, is shown in the figure below. This inhibitor bound to latent TGFb1 with high affinity and showed no detectable binding to latent TGFb2 or latent TGFb3. Given the *in vitro* and *in vivo* activity observed with SR-AB1 and at least three additional TGFb1 activation inhibitors, we believe that one or more of these may be advanced as a clinical candidate, and upcoming comparative *in vivo* studies may enable selection of the best candidate. We intend to nominate a clinical candidate in one or more of our currently targeted indications of oncology, immuno-oncology and Fibrosis in our TGFb1 program by the first half of 2019.



SR-AB1, one of our selective TGFb1 activation inhibitors, showed dose-dependent binding of latent TGFb1 with no detectable binding to latent TGFb2 or latent TGFb3 in vitro.

We have also observed potent inhibitory activity for this inhibitor in an *in vitro* latent TGFb1 activation assay, as shown in the figure below.



SR-AB1 showed dose-dependent inhibition of TGFb1 activity in an in vitro cell based assay of latent TGFb1 activation.

We have also completed 7- and 28-day pilot toxicology studies for our leading selective inhibitor of the activation of latent TGFb1, and have identified no drug-related toxicities up to 100 mg/kg dosed weekly, the highest dose tested. This is in contrast to the cardiac pathology we observed after up to one week of dosing with an ALK5 inhibitor or an inhibitor of all three forms of mature TGFb.

TGFb1 in Fibrosis

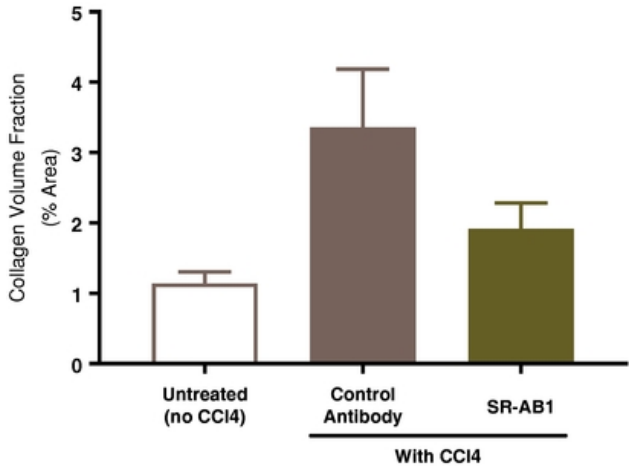
Based on our preclinical results, we believe that specific inhibition of TGFb1 alone may be sufficient to suppress profibrotic signaling in multiple organs, and holds the promise of better tolerated and more effective therapies for a variety of fibrotic diseases than historical approaches. We are currently evaluating our selective inhibitors of latent TGFb1 activation in a variety of translational models of organ fibrosis.

Fibrosis is a pathological feature of disease in virtually all organs, characterized by excessive accumulation of extracellular matrix in the affected tissue, and accounts for substantial morbidity and mortality. Multiple peer-reviewed studies have implicated TGFb signaling as a central regulator of fibrosis. TGFb is upregulated in many animal models of fibrosis, and overexpression of TGFb *in vivo* induces fibrotic changes. Furthermore, TGFb inhibition in animal models has been shown to reduce fibrosis in models of hepatic, renal and cardiac fibrosis. In humans, in an open-label trial of fresolimumab, an inhibitor of all three forms of TGFb, in systemic sclerosis, a fibrotic connective tissue disease, improved clinical skin disease as measured by the modified Rodnan skin score, a commonly used measure of skin thickness, was observed, although bleeding episodes were also reported in this trial. These data suggest that novel approaches to targeting TGFb signaling may have broad applicability to the treatment of fibrotic disease.

We observed that our selective inhibitors of the activation of latent TGFb1 resulted in the inhibition of TGFb signaling, measured by the phosphorylation of SMAD2/3, a direct downstream target of TGFb1, in a

progressive, genetic mouse model of kidney fibrosis known as the Alport Syndrome model. In this model, we observed that our selective inhibitor of the activation of latent TGFb1 completely suppressed phosphorylation of SMAD 2/3, and was as effective as 1D11, an inhibitor of all three mature forms of TGFb. Based on these observations, we believe that TGFb1 is the primary driver of TGFb signaling in this disease model.

We have also observed in the unilateral ureteral obstruction model, a well-characterized model of renal fibrosis, that a number of our selective TGFb1 activation inhibitors resulted in robust suppression of TGFb1 target genes and downstream fibrotic markers. Furthermore, in the CCl4 model of liver fibrosis, we have observed that a number of our selective antibodies inhibited fibrotic progression in the liver, reducing collagen content both as assessed by a pathologist and, as shown in the figure below for one of our antibodies, SR-AB1, by quantitative histopathological staining.



SR-AB1, a selective inhibitor of TGFb1 activation, inhibited carbon tetrachloride (CCl4) induced liver fibrosis, as compared to a negative control antibody. Fibrosis was identified by increased collagen deposition, as assessed by quantitative histopathological staining.

TGFb1 in Cancer Immunotherapy

We believe that our preclinical and safety data suggest that specific inhibition of the activation of latent TGFb1 in combination with checkpoint inhibitors may have a significant impact in treating innate resistance to checkpoint immunotherapies. We are continuing to evaluate combinations of checkpoint inhibitors and our selective inhibitors of the activation of latent TGFb1 in preclinical models of cancer immunotherapy.

Immune checkpoints are cellular mechanisms that act as a brake on the immune system, and tumors express these proteins in the tumor microenvironment to create an immunosuppressive environment to evade being killed by the immune system. Immune checkpoint proteins, such as PD-1/PD-L1, have therefore become key therapeutic targets in the tumor microenvironment. By inhibiting these proteins, the brakes on the immune system are released, allowing the T cells to kill the cancer cells. There are currently multiple approved immunotherapies that target the PD-1/PD-L1 pathway, including pembrolizumab, marketed as Keytruda, nivolumab, marketed as Opdivo, and atezolizumab, marketed as Tecentriq. A significant proportion of patients fail to respond to checkpoint inhibition because they have an innate resistance to immunotherapy or initially respond but subsequently progress.

Multiple peer-reviewed studies have implicated TGFb signaling in innate resistance to checkpoint inhibition. Whole-exome sequencing of pre-treatment melanoma tumors identified multiple TGFb-related signaling signatures associated with innate resistance to anti-PD-1 therapy. It has also been reported that retrospective pathway analysis of the atezolizumab bladder cancer trial identified the TGFb pathway as a major determinant of resistance to atezolizumab. The combination of atezolizumab with an anti-TGFb antibody in a tumor model, known as the EMT6 syngeneic tumor model, increased the number of complete responses to 70%, from 10% and 0% with treatment by atezolizumab or the anti-TGFb antibody alone, respectively. Our analysis of publicly available human tumor data has identified TGFb1 as the predominant TGFb isoform in many human tumors, in particular for those cancers, such as bladder, lung and melanoma, where checkpoint therapies are already approved.

We have conducted both *in vitro* and *in vivo* mechanistic studies with our antibodies in order to evaluate whether our inhibitors of the activation of latent TGFb1 may be effective in cancer immunotherapy. *In vitro*, we have observed that, by inhibiting the activation of latent TGFb1, our antibodies suppressed the effect that human regulatory T cells have on the proliferation of human effector T cells. Moreover, in an *in vivo* model of colitis, we have observed that treatment with our antibodies increased immune system activity, a desired outcome in cancer immunotherapy.

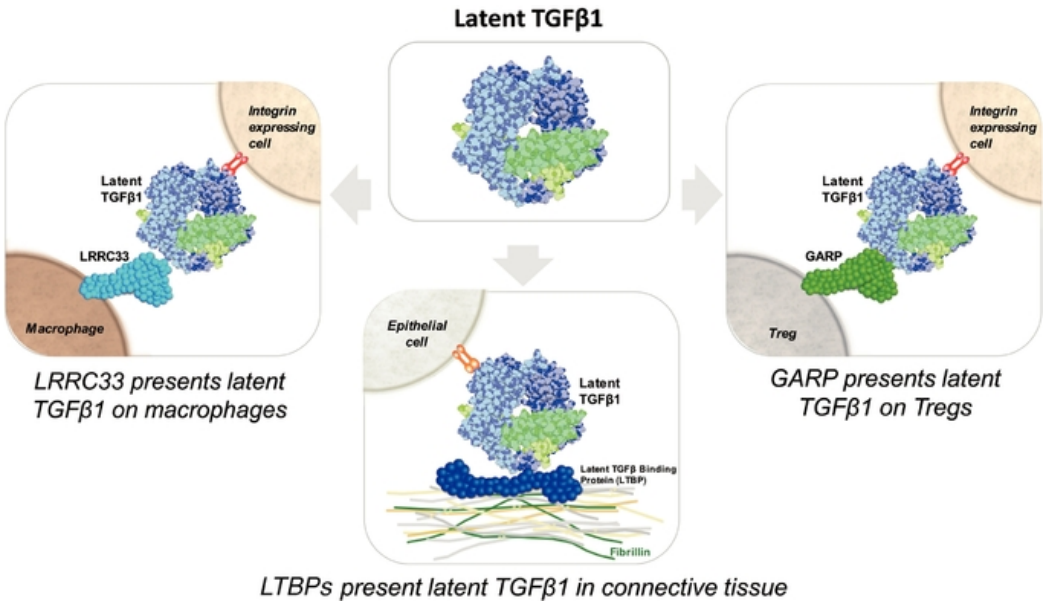
TGFb1 in Myelofibrosis

Multiple peer-reviewed studies implicate TGFb1 as a driver of fibrotic progression in myelofibrosis. We are currently evaluating our selective inhibitors of the activation of TGFb1 in models of myelofibrosis, a hematological disorder characterized by fibrosis of the bone marrow. Myelofibrosis affects between 17,000 and 18,000 patients in the United States with significant morbidity and mortality. The only currently approved treatment for myelofibrosis, a JAK2 inhibitor, provides symptomatic benefit, but only modest reductions in bone marrow fibrosis. Therefore, we believe that significant unmet need remains for new therapeutic options.

TGFb1 is produced by multiple cell types in the bone marrow microenvironment, including myofibroblasts, megakaryocytes and myeloid cells, and it has been shown to be upregulated in both human patient samples and preclinical mouse models of myelofibrosis. Inhibition of TGFb signaling with an ALK5 inhibitor reduced splenomegaly, collagen deposition and bone marrow fibrosis in a preclinical model of myelofibrosis. Furthermore, reconstitution of bone marrow with TGFb1 knockout bone marrow stem cells in a model of hematological disease protected animals from bone marrow fibrosis, suggesting that TGFb1 expression is necessary for disease pathogenesis.

Context-dependent inhibition of TGFb1

When latent TGFb1 is secreted from cells, it is further associated with a third protein, referred to as a presenting molecule. The presenting molecules are covalently bound to the prodomain, and serve to tether the latent TGFb1 complex in a particular microenvironment. Unlike TGFb1, a given presenting molecule's expression pattern is restricted to particular cellular and tissue environments. For example, the presenting molecule GARP is found primarily on regulatory T cells, or Tregs, the presenting molecules LTBP1 and LTBP3 are localized to the connective tissue in the extracellular matrix, and the presenting molecule LRRC33 is found primarily on certain myeloid lineage cells such as macrophages.



Latent TGFb1 is associated with distinct presenting molecules in particular cellular and tissue environments.

Using our proprietary platform, we are able to identify antibodies that selectively inhibit the activation of latent TGFb1 in the context of specific presenting molecules, which we refer to as context-dependent inhibition. For example, we have identified antibodies that specifically bind to and inhibit the activation of GARP-presented latent TGFb1 on regulatory T cells with no detectable binding to latent TGFb1 associated with other presenting molecules. These antibodies are the subject of our license agreement with Janssen.

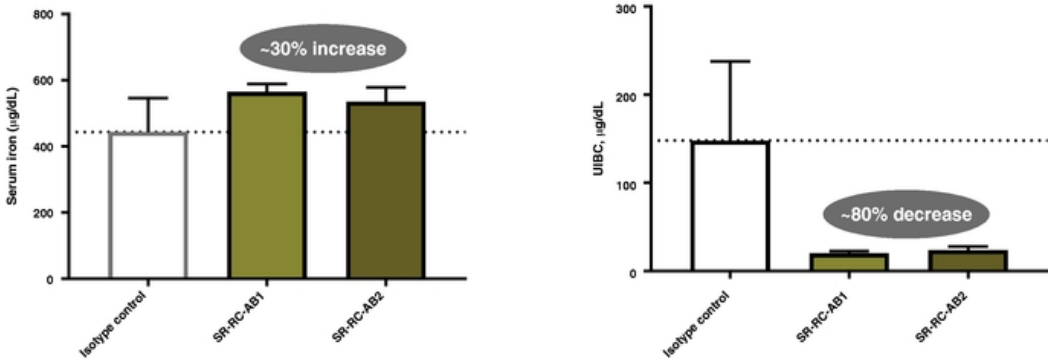
We have an active discovery program to identify antibodies that specifically bind to and inhibit the activation of LTBP1- and LTBP3-presented latent TGFb1 with no cross-reactivity to GARP- or LRRC33-presented latent TGFb1. We believe that such antibodies may have therapeutic potential for the treatment of organ fibrosis by inhibiting TGFb1 function in connective tissue while having no impact on the activation or signaling of TGFb1 in the immune system. We have identified antibodies with the desired binding specificity and *in vitro* inhibitory activity, and these are currently undergoing further optimization and characterization.

We also have an active discovery program to identify antibodies that specifically bind to and inhibit the activation of LRRC33-presented latent TGFb1 with no cross-reactivity to LTBP1-, LTBP3- or GARP- presented latent TGFb1. We believe that such antibodies may have therapeutic potential for specific oncology and cancer immunotherapy applications where selective modulation of myeloid lineage cells is desirable, for example inhibition of tumor-associated macrophages. We also have a related program to identify antibodies that specifically inhibit the activation of both LRRC33- and GARP-presented latent TGFb1, with no cross-reactivity to LTBP1- or LTBP3-presented latent TGFb1. We believe such antibodies could have broad inhibitory activity against TGFb1 in the immune system for cancer immunotherapy, while avoiding inhibition of TGFb1 in other tissues. We have identified antibodies that potentially meet the desired binding specificities, and these are currently undergoing characterization and further optimization.

BMP6 Signaling Program

We believe that liver-selective inhibition of BMP6 signaling could provide a way to target a variety of iron-restricted anemias, including anemia of chronic kidney disease, anemia of cancer and anemia of chronic inflammation. We are currently evaluating a limited number of our liver-selective inhibitors of BMP6 signaling in preclinical disease models of iron-restricted anemia.

BMPs are a broad subfamily of growth factors in the TGFb superfamily originally discovered by their ability to induce the formation of bone and cartilage. Beyond their association with bone, like many other growth factors, the BMPs are involved in a diverse set of biological processes. For example, while BMP6 plays roles in many different biologies, including fat metabolism and ovarian physiology, in the liver it functions as a critical control point in iron modulation in humans via regulation of hepcidin, a central regulator of iron homeostasis. Traditional approaches to inhibiting the signaling of BMP6 systemically would likely perturb the numerous different physiological processes in which BMP6 is involved. While the details of BMP6 activation are different from myostatin and TGFb1, activation of BMP6 is a localized phenomenon, driven by a co-receptor molecule, RGMc, also known as hemojuvelin, which is required for BMP6 signaling upon binding to its receptor. RGMc is a member of a small family of proteins that include RGMa and RGMb. While each of these family members shares significant structural homology, particularly across their BMP binding domains, their physiological roles are quite different. RGMa and RGMb are reported to have roles in nervous system biology, immunity, inflammation, angiogenesis, and growth. Unlike RGMa and RGMb, RGMc's known function is localized to hepatocytes. As such identification of RGMc selective-antibodies that do not bind to RGMa or RGMb could provide the potential for liver-specific modulation of BMP6 biology. Utilizing our structural biology insights into BMP6 and its co-receptors, we have identified highly specific inhibitors of RGMc's interaction with BMP6 and, as shown in the figure below, in a preclinical study in rats we have shown proof-of-principle that our antibodies can modulate iron levels *in vivo*.



SR-RC-AB1 and SR-RC-AB2, two of our selective BMP6 signaling inhibitors, increased serum iron in rats as compared to control (left side) and reduced unsaturated iron binding capacity, or UIBC, in healthy rats (right side).

License Agreements

License Agreement with Janssen

On December 17, 2013 we entered into an option and license agreement with Janssen, or the Janssen Agreement. Pursuant to the Janssen Agreement, Janssen funded our drug discovery research to identify molecules with either one or two pharmacological profiles, over a two-year period beginning on December 17, 2013, or the collaboration period. During the collaboration period, we granted Janssen a non-exclusive license to research, develop, and use the collaboration molecule(s) and/or lead molecule(s). Janssen was not granted a license to commercialize any collaboration molecule, lead molecule or a product

that is derived from an optioned molecule, or a licensed product, unless and until Janssen exercised its license option in accordance with the Janssen Agreement. We received funding from Janssen based on a set rate per annual full-time equivalent personnel working on the research plus actual external costs incurred by us up to a maximum dollar amount as specified in the Janssen Agreement, with costs approximating the funding provided. During the collaboration period, we billed Janssen quarterly, in arrears, based on time and actual costs incurred, and Janssen was not entitled to any refunds.

The activities under the Janssen Agreement were governed by a program committee, consisting of three members from each of our company and Janssen, with all decisions being by unanimous vote or written consent, subject to an escalating dispute resolution procedure in the event any disputes could be not resolved by the program committee.

We also granted Janssen an option to exclusively license molecules identified during the collaboration period that meet either one or both pharmacological profiles by providing us with written notice and paying an option exercise fee of $1.0 million per option exercised (up to two). If Janssen failed to exercise its license option by the end of the collaboration period, the term could be extended for up to one additional year by mutual written agreement of the parties. Once Janssen exercised its option, our obligations under the program plan for the molecule and related pharmacological profile ceased and Janssen assumed full responsibility for further development of the molecules at its sole cost, and we were obligated to transfer any and all manufacturing related activities for such molecule to Janssen at Janssen's sole cost. In December 2015, Janssen exercised its option for collaboration molecules for one pharmacological profile, the selective inhibition of TGFb1 in the context of regulatory T cells. In addition, the parties agreed to extend the collaboration period for the second pharmacological profile through March 31, 2016. The option exercise period for this profile expired unexercised on March 31, 2016, and all rights with respect to molecules generated during the collaboration period with respect to this second pharmacological profile were retained by us.

After Janssen exercised its option, it became obligated to pay us up to $25 million upon the achievement of specified development milestones and up to $97 million upon the achievement of specified regulatory milestones. In addition for any licensed product, Janssen is required to pay to us up to $130 million upon the achievement of specified annual net sales thresholds. For a period commencing on the first commercial sale of a product, on a product-by-product and country-by-country basis, until the latest to occur of (i) the expiration date of the last valid claim within the licensed patent rights covering the licensed product, (ii) the tenth anniversary date of the first commercial sale of a licensed product, or (iii) the termination or expiration of regulatory exclusivity for a licensed product, such period the royalty period, Janssen is required to pay to us, single digit percentage tiered royalties based on annual net sales thresholds.

The Janssen Agreement will expire on a country-by-country basis on the expiration of the last royalty period for a licensed product within such country. Janssen has the right to terminate the Janssen Agreement, in whole or in part, without cause upon 90 days written notice to us. In addition, either we, or Janssen may terminate the Janssen Agreement if the other party commits a material breach of the agreement and fails to cure such breach within 60 days (or 30 days in the case of a failure to make any payment) after written notice is provided, or, upon the other party's bankruptcy, insolvency, dissolution or winding up. Upon termination, any licensed product reverts to us and if Janssen has commenced clinical trials for such licensed product, upon commercialization of such licensed product, we will be required to pay Janssen single digit percentage tiered royalties on such licensed product based on annual net sales thresholds.

License Agreement with Children's Medical Corporation

On December 17, 2013, we entered into an exclusive license agreement with Children's Medical Center Corporation, or CMCC, or the CMCC Agreement, to gain exclusive control over co-owned patent rights related to our platform technology. Under the CMCC Agreement, we received an exclusive worldwide license to CMCC's rights in certain patent rights jointly owned by us and CMCC, to develop and commercialize any product or process that but for the licenses granted to us under the CMCC Agreement would infringe such

patent rights, a licensed product and licensed process, respectively, for any use. We are entitled to sublicense the rights granted to us under the CMCC Agreement. These licenses and rights are subject to certain limitations and retained rights, including retained rights to practice and use the patent rights for research, educational, clinical and charitable purposes. In addition, the CMCC Agreement obligates us to meeting certain diligence milestones, including obligations to raise funds, seek collaborations and initiate discovery efforts.

As consideration for the license, we paid CMCC a non-refundable license fee of $5,000 and issued to CMCC 76,500 common units, which were exchanged for 76,500 shares of common stock in connection with the Reorganization. We must pay CMCC annual license maintenance fees, which were $5,000 through 2016 and increased to $10,000 for 2017 and each year thereafter. We will also be responsible for up to $1.3 million of development and regulatory milestone payments through the first regulatory approval of a licensed product, tiered royalty payments of low single-digit percentages on net sales of licensed products in the event that we realize sales from products covered by the license agreement, and between 10% and 20% of non-royalty income attributable to a sublicense of the CMCC rights. Such products include products developed using our proprietary platform that are covered by a valid claim contained in any patent under the license agreement. Amounts paid to CMCC are recorded as research and development expense in the statement of operations. The royalty term will terminate on the expiration date of the last valid claim within the licensed patent rights.

CMCC may terminate the CMCC Agreement if we commit a breach of the agreement, and fail to cure such breach within 60 days (or 30 days in the case of our failure to make any payment) after written notice is provided, or immediately upon our bankruptcy, insolvency, dissolution or winding up, or upon 30 days' notice if we bring patent challenges relating to any patent families licensed by us under the CMCC Agreement. In addition, we may terminate the CMCC Agreement for convenience upon three months prior written notice to CMCC. Upon expiration of the CMCC Agreement, we will have a worldwide, perpetual, irrevocable, sublicensable license to the intellectual property previously covered by the CMCC Agreement.

Intellectual Property

Our commercial success depends in part on our ability to protect intellectual property for our product candidates, including our lead product candidate SRK-015, and related methods, as well as our novel approach and proprietary platform for generating monoclonal antibodies; to secure freedom to operate to enable commercialization of our product candidates, if approved; and to prevent others from infringing upon our patent rights. Our policy is to seek to protect our intellectual property position by filing patent applications in key jurisdictions, including the United States, Europe, Canada, Japan and Australia, covering our proprietary technology, inventions and improvements that are important to innovate, develop, sustain and implement our business.

We file patent applications directed to compositions comprising our antibodies, classes of antibodies covering our product candidates, use of such antibodies for treating diseases, as well as related manufacturing methods. We have no issued patents or pending applications directed to our BMP6 program at this time. As of April 25, 2018, we have 13 international patent families (PCT filings) pending. Among the pending families, six have been nationalized, in which five applications have matured into U.S. issued patents, two granted in Australia and one in South Africa. Collectively, there are 37 national utility applications pending. In addition, there are two patent filings which are in the priority year. We continue to review new inventions for new patent filings.

We have no contested proceedings or third-party claims relating to any patents at this time, but we can not provide any assurances that we will not have such proceedings or third-party claims at a later date.

Ownership and IP Rights

Our earliest patent family, PCT/US2013/068613 (published as WO 2014/074532), is jointly owned by us and CMCC. CMCC is the assignee of the intellectual property rights transferred from two of our co-founders,

Drs. Timothy A. Springer and Leonard I. Zon. The portion of rights owned by CMCC is exclusively licensed to us. We are the sole legal owner of all subsequent patent families we have to date.

As described, a portion of our TGFb technology is out-licensed to Janssen. This is carved out as PCT/US2017/042162 (published as WO 2018/013939). The licensee takes lead in the prosecution of this patent family. The licensee also has a non-exclusive license to our platform technology to enable their development in the licensed field.

Brief descriptions of our patent families are provided below, with projected patent terms excluding any possible patent term adjustments or extensions.

Platform

Our novel approach to generating selective modulators of supracellular activation of growth factors is broadly embodied in our two earliest patent families, PCT/US2013/068613 (published as WO 2014/074532) and PCT/US2014/036933 (published as WO 2014/182676). These patent families are directed to methods for modulating the activation of the TGFb superfamily of growth factors by using a monoclonal antibody that specifically targets an inactive form of the growth factor, thereby preventing release of mature growth factor from its latent complex. The TGFb superfamily is a group of more than 30 related growth factors that mediate diverse biological processes and includes TGFb1 and myostatin (also known as GDF-8). Issued U.S. patents include: U.S. Patents Nos. 9,573,995 (issued 02/21/2017); 9,758,576 (issued 09/12/2017); 9,580,500 (issued 02/28/2017); 9,399,676 (issued 07/26/2016) and 9,758,577 (issued 09/12/2017). These patents are projected to expire in 2034.

Specifically, U.S. Patent No. 9,573,995 has issued composition of matter claims directed to an antibody that specifically binds to GARP associated with a human TGFb1 LAP complex.

U.S. Patent No. 9,758,576 has issued composition of matter claims directed to an isolated monoclonal antibody, or a fragment thereof, that specifically binds the prodomain of a pro/latent GDF-8 complex, thereby preventing proteolytic cleavage between residues Arg 75 and Asp 76 of GDF-8 prodomain, so as to inhibit the release of mature GDF-8 growth factor from the complex.

U.S. Patent No. 9,580,500 has issued claims directed to phage display library-based antibody production methods for identifying an antibody that binds a GARP/proTGFb1 complex.

U.S. Patent No. 9,399,676 has issued claims directed to phage display library-based antibody production methods for identifying an antibody that binds a pro/latent GDF-8 complex that has been subjected to enzymatic cleavage. Related product-by-process claims are included in issued U.S. Patent No. 9,758,577.

Myostatin Activation Inhibitors

Five patent families have been filed to date to cover proprietary myostatin inhibitors and their use in the treatment of various muscle diseases. Patent prosecution of these five pending patent families is in the early stages, and no patents have issued to date.

Two families are directed to composition of matter claims that cover our proprietary antibodies. PCT/US2015/059468 filed November 6, 2015, broadly covers a class of monoclonal antibodies that specifically bind inactive precursors thereby preventing activation of myostatin. This patent family is projected to expire in November 2035. A second family, PCT/US2016/052014 filed September 15, 2016, discloses the specific amino acid sequence of SRK-015 and is projected to expire in September 2036.

In addition, the following three patent families are directed to therapeutic use/methods. PCT/US2017/012606 (published as WO 2017/120523) broadly covers treatment methods for a number of muscle and neuromuscular disease and disorders with the use of an antibody that specifically blocks the activation step of myostatin. This patent family is projected to expire in January 2037. PCT/US2017/037332 (published as WO 2017/218592) is directed to methods for treating neuromuscular diseases and selecting patient populations that are likely to respond to myostatin inhibition. This filing

includes the treatment of SMA in patients who are on an SMN upregulator therapy. This patent family is projected to expire in June 2037. Finally, PCT/US2018/012686 (expected to publish in July 2018) relates to the treatment of metabolic diseases with the use of a myostatin activation inhibitor and is projected to expire in January 2038.

In addition to the five pending patent families listed above, the issued claims of U.S. Patent 9,758,576 from the platform patents discussed in detail above cover monoclonal antibodies that selectively inhibit myostatin signaling by blocking the proteolytic activation of latent myostatin. These issued composition of matter claims provide protection for our lead antibody SRK-015, as well as any other monoclonal antibodies that work by this unique mechanism of action. This patent expires in May 2034, not including any potential patent term extension.

TGFb1 Activation Inhibitors

Five patent families have been filed to date, covering various aspects of our TGFb program. Patent prosecution of these five pending patent families is in the early stages, and no patents have issued to date. Isoform-specific inhibitors of TGFb1 and related methods are described in PCT/US2017/021972 (published as WO 2017/156500). This family is projected to expire in March 2037. Among TGFb1 inhibitors, one of our leading context-independent antibodies is separately claimed and related preclinical data are described in PCT/US2018/012601. This patent application is expected to publish in July 2018 and is projected to expire in January 2038.

PCT/US2017/042162 (published as WO 2018/013939) is a collaboration patent family exclusively licensed to Janssen. This patent family covers antibodies that specifically inhibit GARP-associated TGFb1, and is projected to expire in July 2037. Janssen takes prosecution lead in this case.

Two additional patent families related to the TGFb program have been filed and are still in the priority year. These provisional applications will be converted to international patent applications (PCT) in May and July 2018, respectively.

Intellectual Property Protection

We cannot predict whether the patent applications we pursue will issue as patents in any particular jurisdiction or whether the claims of any issued patents will provide any proprietary protection from competitors. Even if our pending patent applications are granted as issued patents, those patents, as well as any patents we license from third parties, may be challenged, circumvented or invalidated by third parties. While there are currently no contested proceedings or third-party claims relating to any of the patents described above, we cannot provide any assurances that we will not have such proceedings or third-party claims at a later date.

The term of individual patents depends upon the legal term of the patents in the countries in which they are obtained. In most countries in which we file, the patent term is 20 years from the earliest date of filing a non-provisional patent application. In the United States, the patent term of a patent that covers an FDA-approved drug or biologic may also be eligible for patent term extension, which permits patent term restoration as compensation for the patent term lost during FDA regulatory review process. The Hatch-Waxman Amendments permit a patent term extension of up to five years beyond the expiration of the patent. The length of the patent term extension is related to the length of time the drug or biologic is under regulatory review. Patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only one patent applicable to an approved drug or biologic may be extended. Similar provisions are available in Europe and other foreign jurisdictions to extend the term of a patent that covers an approved drug or biologic or provide an additional period of protection for the approved pharmaceutical product following expiry of the patent. In the future, if our products receive FDA approval, we expect to apply for patent term extensions on patents covering those products. We plan to seek patent term extensions to any of our issued patents in any jurisdiction where these are available, however there is no guarantee that the applicable authorities, including the U.S. Patent and Trademark

Office in the United States and the national patent offices in Europe, will agree with our assessment of whether such extensions should be granted, and if granted, the length of such extensions.

In addition to our reliance on patent protection for our inventions, product candidates and research programs, we also rely on trade secret protection for our confidential and proprietary information. For example, certain elements of our proprietary platform may be based on unpatented trade secrets that are not publicly disclosed. Although we take steps to protect our proprietary information and trade secrets, including through contractual means with our employees and consultants, third parties may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose our technology. Thus, we may not be able to meaningfully protect our trade secrets. It is our policy to require our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to execute confidentiality agreements upon the commencement of employment or consulting relationships with us. These agreements provide that all confidential information concerning our business or financial affairs developed or made known to the individual or entity during the course of the party's relationship with us is to be kept confidential and not disclosed to third parties except in specific circumstances. In the case of employees, the agreements provide that all inventions conceived by the individual, and which are related to our current or planned business or research and development or made during normal working hours, on our premises or using our equipment or proprietary information, are our exclusive property. In addition, we take other appropriate precautions, such as physical and technological security measures, to guard against misappropriation of our proprietary technology by third parties. We have also adopted policies and conduct training that provides guidance on our expectations, and our advice for best practices, in protecting our trade secrets.

Manufacturing

We do not own or operate facilities for clinical drug manufacturing, storage, distribution or quality testing. Currently, all of our clinical manufacturing is outsourced to third-party manufacturers. As our development programs expand and we build new process efficiencies, we expect to continually evaluate this strategy with the objective of satisfying demand for registration trials and, if approved, the manufacture, sale and distribution of commercial products.

Antibody Discovery

We rely on third party entities to conduct antibody discovery based on criteria and specifications provided by us. Certain antibody discovery vendors require us to enter into a license agreement with them for the right to use antibodies discovered by them in humans or for commercial purposes. Such license agreement could include substantial milestone payments and royalties to the extent we choose to use an antibody discovered by such vendor. While we have not executed such an agreement to date, there can be no assurance that we will not be required to execute such an agreement at a later date if we select a clinical candidate that includes such an antibody and advance that clinical candidate into clinical trials.

Competition

The biotechnology and pharmaceutical industries are characterized by rapid evolution of technologies, fierce competition and strong defense of intellectual property. While we believe that our product candidates, discovery programs, technology, knowledge, experience and scientific resources provide us with competitive advantages, we face competition from major pharmaceutical and biotechnology companies, academic institutions, governmental agencies and public and private research institutions, among others.

Any product candidates that we successfully develop and commercialize will compete with currently approved therapies and new therapies that may become available in the future. Key product features that would affect our ability to effectively compete with other therapeutics include the efficacy, safety and convenience of our products.

At this time, there are no FDA- or EMA-approved muscle-directed treatments for SMA. We believe SRK-015 may be used in conjunction with SMN upregulators. Biogen markets nusinersen, the only currently marketed SMN upregulator. AveXis, Inc., Généthon, Novartis and Roche have SMN upregulators in various stages of preclinical or clinical development. In addition, Catalyst Pharmaceuticals, Inc., Cytokinetics Incorporated and Roche are developing investigational agents with other mechanisms of action for the treatment of SMA.

Acceleron Pharma, Inc., Novartis, Pfizer, Regeneron Pharmaceuticals, Inc. and Roche are developing therapies for muscle-wasting diseases, other than SMA, that are intended to work, at least in part, through inhibition of the myostatin signaling pathway.

Our competitors may also include companies that are or will be developing therapies for the same therapeutic areas that we are targeting within our early pipeline, including other neuromuscular disorders, cancer, fibrosis and anemia.

Many of the companies against which we may compete have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

The availability of reimbursement from government and other third-party payors will also significantly affect the pricing and competitiveness of our products. 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.

Government Regulation

Government authorities in the United States at the federal, state and local level and in other countries regulate, among other things, the research, development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing and export and import of drug and biological products, such as SRK-015 and any future product candidates. Generally, before a new drug or biologic can be marketed, considerable data demonstrating its quality, safety and efficacy must be obtained, organized into a format specific for each regulatory authority, submitted for review and approved by the regulatory authority.

U.S. Biological Product Development

In the United States, the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act, or FDCA, and its implementing regulations and biologics under the FDCA, the Public Health Service Act, or PHSA, and their implementing regulations. Both drugs and biologics also are subject to other federal, state and local statutes and regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state and local 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 post-market may subject an applicant to administrative or judicial sanctions. These sanctions could include, among other actions, the FDA's refusal to approve pending applications, withdrawal of an approval, a clinical hold, untitled or warning letters, product recalls or market withdrawals, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, restitution, disgorgement and civil or criminal penalties. Any agency or judicial enforcement action could have a material adverse effect on us.

SRK-015 and any future product candidates must be approved by the FDA through a Biologics License Application, or BLA, process before they may be legally marketed in the United States. The process generally involves the following:

- Completion of extensive preclinical studies in accordance with applicable regulations, including studies conducted in accordance with good laboratory practice, or GLP, requirements;
- Submission to the FDA of an IND application, which must become effective before human clinical trials may begin;
- Approval by an institutional review board, or IRB, or independent ethics committee at each clinical trial site before each trial may be initiated;
- Performance of adequate and well-controlled human clinical trials in accordance with applicable IND regulations, good clinical practice, or GCP, requirements and other clinical trial-related regulations to establish the safety and efficacy of the investigational product for each proposed indication;
- Submission to the FDA of a BLA;
- A determination by the FDA within 60 days of its receipt of a BLA to accept the filing for review;
- Satisfactory completion of an FDA pre-approval inspection of the manufacturing facility or facilities where the biologic will be produced to assess compliance with cGMP requirements to assure that the facilities, methods and controls are adequate to preserve the biologic's identity, strength, quality and purity;
- Potential FDA audit of the clinical trial sites that generated the data in support of the BLA; and
- FDA review and approval of the BLA, including consideration of the views of any FDA advisory committee, prior to any commercial marketing or sale of the biologic in the United States.

The preclinical and clinical testing and approval process requires substantial time, effort and financial resources, and we cannot be certain that any approvals for SRK-015 and any future product candidates will be granted on a timely basis, or at all.

Preclinical Studies and IND

Preclinical studies include laboratory evaluation of product chemistry and formulation, as well as *in vitro* and animal studies to assess the potential for adverse events and in some cases to establish a rationale for therapeutic use. The conduct of preclinical studies is subject to federal regulations and requirements, including GLP regulations for safety/toxicology studies.

An IND sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and plans for clinical studies, among other things, to the FDA as part of an IND. An IND is a request for authorization from the FDA to administer an investigational product to humans, and must become effective before human clinical trials may begin. Some long-term preclinical testing may continue after the IND is submitted. An IND automatically becomes effective 30 days after receipt by the FDA, unless before that time, the FDA raises concerns or questions related to one or more proposed clinical trials and places the trial on clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. As a result, submission of an IND may not result in the FDA allowing clinical trials to commence.

Clinical Trials

The clinical stage of development involves the administration of the investigational product to healthy volunteers or patients under the supervision of qualified investigators, generally physicians not employed by or under the trial sponsor's control, in accordance with GCP requirements, which include the requirement that all patients provide their informed consent for their participation in any clinical trial. Clinical trials are conducted under protocols detailing, among other things, the objectives of the clinical trial, dosing procedures, subject selection and exclusion criteria and the parameters to be used to monitor subject safety and assess efficacy. Each protocol, and any subsequent amendments to the protocol, must be submitted to

the FDA as part of the IND. Furthermore, each clinical trial must be reviewed and approved by an IRB for each institution at which the clinical trial will be conducted to ensure that the risks to individuals participating in the clinical trials are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the informed consent form that must be provided to each clinical trial subject or his or her legal representative, and must monitor the clinical trial until completed. There also are requirements governing the reporting of ongoing clinical trials and completed clinical trial results to public registries.

A sponsor who wishes to conduct a clinical trial outside of the United States may, but need not, obtain FDA authorization to conduct the clinical trial under an IND. If a foreign clinical trial is not conducted under an IND, the sponsor may submit data from the clinical trial to the FDA in support of a BLA. The FDA will accept a well-designed and well-conducted foreign clinical study not conducted under an IND if the study was conducted in accordance with GCP requirements, and the FDA is able to validate the data through an onsite inspection if deemed necessary.

Clinical trials generally are conducted in three sequential phases, known as Phase 1, Phase 2 and Phase 3, and may overlap.

- Phase 1 clinical trials generally involve a small number of healthy volunteers or disease-affected patients who are initially exposed to a single dose and then multiple doses of the product candidate. The primary purpose of these clinical trials is to assess the metabolism, pharmacologic action, side effect tolerability and safety of the product candidate.

- Phase 2 clinical trials generally involve studies in disease-affected patients to evaluate proof of concept and/or determine the dosing regimen(s) for subsequent investigations. At the same time, safety and further pharmacokinetic and pharmacodynamic information is collected, possible adverse effects and safety risks are identified and a preliminary evaluation of efficacy is conducted.

- Phase 3 clinical trials generally involve a large number of patients at multiple sites and are designed to provide the data necessary to demonstrate the effectiveness of the product for its intended use, its safety in use and to establish the overall benefit/risk relationship of the product and provide an adequate basis for product labeling.

Post-approval trials, sometimes referred to as Phase 4 clinical trials, may be conducted after initial marketing approval. These trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication. In certain instances, the FDA may mandate the performance of Phase 4 clinical trials as a condition of approval of a BLA.

Progress reports detailing the results of the clinical trials, among other information, must be submitted at least annually to the FDA and written IND safety reports must be submitted to the FDA and the investigators for serious and unexpected suspected adverse events, findings from other studies or animal or *in vitro* testing that suggest a significant risk for human subjects and any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure.

Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, if at all. The FDA or the sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the drug or biologic has been associated with unexpected serious harm to patients. Additionally, some clinical trials are overseen by an independent group of qualified experts organized by the clinical trial sponsor, known as a data safety monitoring board or committee. This group provides authorization for whether a trial may move forward at designated check points based on access to certain data from the trial. Concurrent with clinical trials, companies usually complete additional animal studies and also must develop additional information about the chemistry and physical characteristics of the drug or biologic as well as finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable

of consistently producing quality batches of the product and, among other things, companies must develop methods for testing the identity, strength, quality and purity of the final product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the product candidates do not undergo unacceptable deterioration over their shelf life.

FDA Review Process

Following completion of the clinical trials, data are analyzed to assess whether the investigational product is safe and effective for the proposed indicated use or uses. The results of preclinical studies and clinical trials are then submitted to the FDA as part of a BLA, along with proposed labeling, chemistry and manufacturing information to ensure product quality and other relevant data. The BLA is a request for approval to market the biologic for one or more specified indications and must contain proof of safety and efficacy for a drug or safety, purity and potency for a biologic. The application may include both negative and ambiguous results of preclinical studies and clinical trials, as well as positive findings. Data may come from company-sponsored clinical trials intended to test the safety and efficacy of a product's use or from a number of alternative sources, including studies initiated by investigators. To support marketing approval, the data submitted must be sufficient in quality and quantity to establish the safety and efficacy of the investigational product to the satisfaction of the FDA. FDA approval of a BLA must be obtained before a biologic may be marketed in the United States.

Under the Prescription Drug User Fee Act, or PDUFA, as amended, each BLA must be accompanied by a user fee. The FDA adjusts the PDUFA user fees on an annual basis. Fee waivers or reductions are available in certain circumstances, including a waiver of the application fee for the first application filed by a small business. Additionally, no user fees are assessed on BLAs for products designated as orphan drugs, unless the product also includes a non-orphan indication.

The FDA reviews all submitted BLAs before it accepts them for filing, and may request additional information rather than accepting the BLA for filing. The FDA must make a decision on accepting a BLA for filing within 60 days of receipt, and such decision could include a refusal to file (RTF) by the FDA. Once the submission is accepted for filing, the FDA begins an in-depth review of the BLA. Under the goals and policies agreed to by the FDA under PDUFA, the FDA has 10 months, from the filing date, in which to complete its initial review of an original BLA and respond to the applicant, and six months from the filing date of an original BLA designated for priority review. The FDA does not always meet its PDUFA goal dates for standard and priority BLAs, and the review process is often extended by FDA requests for additional information or clarification.

Before approving a BLA, the FDA will conduct a pre-approval inspection of the manufacturing facilities for the new product to determine whether they comply with cGMP requirements. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. The FDA also may audit data from clinical trials to ensure compliance with GCP requirements. Additionally, the FDA may refer applications for novel products or products which present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions, if any. The FDA is not bound by recommendations of an advisory committee, but it considers such recommendations when making decisions on approval. The FDA likely will reanalyze the clinical trial data, which could result in extensive discussions between the FDA and the applicant during the review process. After the FDA evaluates a BLA, it will issue an approval letter or a Complete Response Letter. An approval letter authorizes commercial marketing of the biologic with specific prescribing information for specific indications. A Complete Response Letter indicates that the review cycle of the application is complete and the application will not be approved in its present form. A Complete Response Letter usually describes all of the specific deficiencies in the BLA identified by the FDA. The Complete Response Letter may require additional clinical data, additional pivotal Phase 3 clinical trial(s) and/or other significant and time-consuming requirements related to clinical trials, preclinical studies or manufacturing. If a Complete

Response Letter is issued, the applicant may either resubmit the BLA, addressing all of the deficiencies identified in the letter, or withdraw the application. Even if such data and information are submitted, the FDA may decide that the BLA does not satisfy the criteria for approval. Data obtained from clinical trials are not always conclusive and the FDA may interpret data differently than we interpret the same data.

Orphan Drug Designation

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biological product intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than 200,000 individuals in the United States, or more than 200,000 individuals in the United States and for which there is no reasonable expectation that the cost of developing and making the product available in the United States for this type of disease or condition will be recovered from sales of the product. On March 22, 2018, the FDA granted orphan drug designation for SRK-015 for the treatment of SMA.

Orphan drug designation must be requested before submitting a BLA. After the FDA grants orphan drug designation, the identity of the therapeutic agent and its potential orphan 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.

If a product that has orphan 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 drug for the same indication for seven years from the date of such approval, except in limited circumstances, such as a showing of clinical superiority to the product with orphan exclusivity by means of greater effectiveness, greater safety or providing a major contribution to patient care or in instances of drug supply issues. Competitors, however, may receive approval of either a different product for the same indication or the same product for a different indication but that could be used off-label in the orphan indication. Orphan drug exclusivity also could block the approval of one of our products for seven years if a competitor obtains approval before we do for the same product, as defined by the FDA, for the same indication we are seeking approval, or if our product is determined to be contained within the scope of the competitor's product for the same indication or disease. If one of our products designated as an orphan drug receives marketing approval for an indication broader than that which is designated, it may not be entitled to orphan drug exclusivity. Orphan drug status in the European Union has similar, but not identical, requirements and benefits.

Expedited Development and Review Programs

The FDA has a fast track program that is intended to expedite or facilitate the process for reviewing new drugs and biologics that meet certain criteria. Specifically, new drugs and biologics are eligible for fast track designation if they are intended to treat a serious or life threatening condition and preclinical or clinical data demonstrate the potential to address unmet medical needs for the condition. Fast track designation applies to both the product and the specific indication for which it is being studied. The sponsor can request the FDA to designate the product for fast track status any time before receiving BLA approval, but ideally no later than the pre-BLA meeting. Any product submitted to the FDA for marketing, including under a fast track program, may be eligible for other types of FDA programs intended to expedite development and review, such as priority review and accelerated approval. Any product is eligible for priority review if it treats a serious or life-threatening condition and, if approved, would provide a significant improvement in safety and effectiveness compared to available therapies. The FDA will attempt to direct additional resources to the evaluation of an application for a new drug or biologic designated for priority review in an effort to facilitate the review.

A product may also be eligible for accelerated approval, if it treats a serious or life-threatening condition and generally provides a meaningful advantage over available therapies. In addition, it must demonstrate an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality, or IMM, that is reasonably likely to predict an effect on IMM or other clinical benefit. As a condition of approval, the FDA may require that a

sponsor of a drug or biologic receiving accelerated approval perform adequate and well-controlled post-marketing clinical trials. If the FDA concludes that a drug or biologic shown to be effective can be safely used only if distribution or use is restricted, it will require such post-marketing restrictions, as it deems necessary to assure safe use of the product. If the FDA determines that the conditions of approval are not being met, the FDA can withdraw its accelerated approval for such drug or biologic.

Additionally, a drug or biologic may be eligible for designation as a breakthrough therapy if the product is intended, alone or in combination with one or more other drugs or biologics, to treat a serious or life-threatening condition and preliminary clinical evidence indicates that the product may demonstrate substantial improvement over currently approved therapies on one or more clinically significant endpoints. The benefits of breakthrough therapy designation include the same benefits as fast track designation, plus intensive guidance from the FDA to ensure an efficient drug development program.

Fast track designation, priority review, accelerated approval and breakthrough therapy designation do not change the standards for approval, but may expedite the development or approval process.

Pediatric Information

Under the Pediatric Research Equity Act, or PREA, a BLA or supplement to a BLA must contain data to assess the safety and efficacy of the drug for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of pediatric data or full or partial waivers. A sponsor who is planning to submit a marketing application for a drug that includes a new active ingredient, new indication, new dosage form, new dosing regimen or new route of administration submit an initial Pediatric Study Plan, or PSP, within 60 days of an end-of-Phase 2 meeting or, if there is no such meeting, as early as practicable before the initiation of the Phase 3 or Phase 2/3 study. The initial PSP must include an outline of the pediatric study or studies that the sponsor plans to conduct, including study objectives and design, age groups, relevant endpoints and statistical approach, or a justification for not including such detailed information, and any request for a deferral of pediatric assessments or a full or partial waiver of the requirement to provide data from pediatric studies along with supporting information. The FDA and the sponsor must reach an agreement on the PSP. A sponsor can submit amendments to an agreed-upon initial PSP at any time if changes to the pediatric plan need to be considered based on data collected from preclinical studies, early phase clinical trials and/or other clinical development programs.

Post-marketing Requirements

Following approval of a new product, the manufacturer and the approved product are subject to continuing regulation by the FDA, including, among other things, monitoring and record-keeping activities, reporting of adverse experiences, complying with promotion and advertising requirements, which include restrictions on promoting products for unapproved uses or patient populations (known as "off-label use") and limitations on industry-sponsored scientific and educational activities. Although physicians may prescribe legally available products for off-label uses, manufacturers may not market or promote such uses. Prescription drug and biologic promotional materials must be submitted to the FDA in conjunction with their first use. Further, if there are any modifications to the drug or biologic, including changes in indications, labeling or manufacturing processes or facilities, the applicant may be required to submit and obtain FDA approval of a new BLA or BLA supplement, which may require the development of additional data or preclinical studies and clinical trials.

The FDA may also place other conditions on approvals including the requirement for a Risk Evaluation and Mitigation Strategy, or REMS, to assure the safe use of the product. If the FDA concludes a REMS is needed, the sponsor of the BLA must submit a proposed REMS. The FDA will not approve the BLA without an approved REMS, if required. A REMS could include medication guides, physician communication plans or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. Any of these limitations on approval or marketing could restrict the commercial

promotion, distribution, prescription or dispensing of products. Product approvals may be withdrawn for non-compliance with regulatory standards or if problems occur following initial marketing.

FDA regulations require that products be manufactured in specific approved facilities and in accordance with cGMP regulations. We rely, and expect to continue to rely, on third parties for the production of clinical and commercial quantities of our products in accordance with cGMP regulations. These manufacturers must comply with cGMP regulations that require, among other things, quality control and quality assurance, the maintenance of records and documentation and the obligation to investigate and correct any deviations from cGMP. Manufacturers and other entities involved in the manufacture and distribution of approved drugs or biologics are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP requirements and other laws. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain cGMP compliance. The discovery of violative conditions, including failure to conform to cGMP regulations, could result in enforcement actions, and the discovery of problems with a product after approval may result in restrictions on a product, manufacturer or holder of an approved BLA, including recall.

Other Regulatory Matters

Manufacturing, sales, promotion and other activities following product approval are also subject to regulation by numerous regulatory authorities in the United States in addition to the FDA, including the Centers for Medicare & Medicaid Services, or CMS, other divisions of the Department of Health and Human Services, or DHHS, the Department of Justice, the Drug Enforcement Administration, the Consumer Product Safety Commission, the Federal Trade Commission, the Occupational Safety & Health Administration, the Environmental Protection Agency and state and local governments.

Other Healthcare Laws

Healthcare providers, physicians, and third-party payors will play a primary role in the recommendation and prescription of any products for which we obtain marketing approval. Our future arrangements with third-party payors, healthcare providers and physicians may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute any drugs for which we obtain marketing approval. In particular, the research of our product candidates, as well as the promotion, sales and marketing of healthcare items and services, as well as certain business arrangements in the healthcare industry, are subject to extensive laws designed to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, structuring and commission(s), certain customer incentive programs and other business arrangements generally. Activities subject to these laws also involve the improper use of information obtained in the course of patient recruitment for clinical trials. In the United States, these laws include, without limitation, state and federal anti-kickback, false claims, physician transparency, and patient data privacy and security laws and regulations, including but not limited to those described below.

- The Anti Kickback Statute, or AKS, which makes it illegal for among other things, any person or entity, including a prescription drug manufacturer (or a party acting on its behalf), to knowingly and willfully solicit, receive, offer or pay any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, that is intended to induce or reward referrals, including the purchase, recommendation, order or prescription of a particular drug, for which payment may be made under a federal healthcare program, such as Medicare or Medicaid. Violations of this law are punishable by up to five years in prison, criminal fines, administrative civil money penalties and exclusion from participation in federal healthcare programs. In addition, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it to have committed a violation.

- The federal civil and criminal false claims laws, including the False Claims Act, which prohibits individuals or entities (including prescription drug manufacturers) from knowingly presenting, or causing to be presented false or fraudulent claims for payment by a federal healthcare program or making a false statement or record material to payment of a false claim or avoiding, decreasing or concealing an obligation to pay money to the federal government. The government may deem manufacturers to have "caused" the submission of false or fraudulent claims by, for example, providing inaccurate billing or coding information to customers or promoting a product off label. Claims which include items or services resulting from a violation of the federal Anti Kickback Statute are false or fraudulent claims for purposes of the False Claims Act. Our future marketing and activities relating to the reporting of wholesaler or estimated retail prices for our products, the reporting of prices used to calculate Medicaid rebate information and other information affecting federal, state and third-party reimbursement for our products, and the sale and marketing of our product and any future product candidates, are subject to scrutiny under this these laws.

- The Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created additional federal criminal statutes that prohibit among other things, knowingly and willfully executing a scheme, or attempting to execute a scheme, to defraud any healthcare benefit program, including private payors, or falsifying, concealing or covering up a material fact or making any materially false statements 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, or HITECH, and their respective implementing regulations, which impose, among other things, specified requirements on covered entities, which include certain healthcare providers, health plans and healthcare clearinghouses, and their business associates, which include individuals or entities that perform services for covered entities involving the creation, use, maintenance or disclosure of, individually identifiable health information, relating to the privacy and security of individually identifiable health information including mandatory contractual terms and required implementation of technical safeguards of such information. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions.

- The Physician Payments Sunshine Act, enacted as part of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or collectively, the ACA, which impose new annual reporting requirements for certain manufacturers of drugs, devices, biologics, and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program, for certain payments and "transfers of value" provided to physicians and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members.

- Analogous state and foreign fraud and abuse laws and regulations, such as state anti kickback and false claims laws, which may be broader in scope and apply regardless of payor. Such laws are enforced by various state agencies and through private actions. Some state laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant federal government compliance guidance, require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers, and restrict marketing practices or require disclosure of marketing expenditures. Some state and local laws require the registration of pharmaceutical sales representatives. State and foreign laws also govern the privacy and security of health information in some circumstances. Such data privacy and security laws may differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies have recently increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. It is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other related governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, imprisonment, disgorgement, exclusion of drugs from participation in state and federal healthcare programs, such as Medicare and Medicaid, reputational harm, additional oversight and reporting obligations if we become subject to a corporate integrity agreement or similar settlement to resolve allegations of non compliance with these laws and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to similar actions, penalties and sanctions. Ensuring business arrangements comply with applicable healthcare laws, as well as responding to possible investigations by government authorities, can be time and resource consuming and can divert a company's attention from the business.

Current and Future Healthcare Reform Legislation

In the United States and foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to profitably sell any product candidates for which we obtain marketing approval. We expect that current laws, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we, or any collaborators, may receive for any approved products.

The ACA, for example, contains provisions that subject biological products to potential competition by lower cost biosimilars and may reduce the profitability of drug products through increased rebates for drugs reimbursed by 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 Trump Administration and Congress have taken steps to make administrative or legislative changes, including modification, repeal, or replacement of all, or certain provisions of, the ACA, which may impact reimbursement for drugs and biologics. On January 20, 2017, President Trump signed an Executive Order directing federal agencies with authorities and responsibilities under the ACA to waive, defer, grant exemptions from, or delay the implementation of any provision of the ACA that would impose a fiscal or regulatory burden on states, individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. On October 13, 2017, President Trump signed an Executive Order terminating the cost sharing subsidies that reimburse insurers under the ACA. Several state Attorneys General filed suit to stop the administration from terminating the subsidies, but their request for a restraining order was denied by a federal judge in California on October 25, 2017. In addition, the Centers for Medicare & Medicaid Services, or CMS has recently proposed regulations that would give states greater flexibility in setting benchmarks for insurers in the individual and small group marketplaces, which may have the effect of relaxing the essential health benefits required under the ACA for plans sold through such marketplaces. Further, each chamber of Congress has put forth multiple bills designed to repeal or repeal and replace portions of the ACA. While Congress has not passed repeal legislation, two bills affecting the implementation of certain taxes under the ACA have been signed into law. The Tax Reform Act 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." 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 "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, effective January 1, 2019, to increase from 50 percent to 70 percent the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D and to close the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole." Congress may consider addtional legislation to repeal or repeal and replace other elements of the ACA. Litigation and legislation over the ACA are likely to continue, with unpredictable and uncertain results.

Additionally, other federal health reform measures have been proposed and adopted in the United States since the ACA was enacted:

- The Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. These changes included aggregate reductions to Medicare payments to providers of up to 2% per fiscal year, which went into effect in April 2013 and, due to subsequent legislative amendments, including the BBA, will remain in effect through 2025 unless additional Congressional action is taken.

- The American Taxpayer Relief Act of 2012, among other things, reduced Medicare payments to several providers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

- The Middle Class Tax Relief and Job Creation Act of 2012 required that the CMS, reduce the Medicare clinical laboratory fee schedule by 2% in 2013, which served as a base for 2014 and subsequent years. In addition, effective January 1, 2014, CMS also began bundling the Medicare payments for certain laboratory tests ordered while a patient received services in a hospital outpatient setting.

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 bills 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. In addition, the United States government, state legislatures, and foreign governments have shown significant interest in implementing cost containment programs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs to limit the growth of government paid health care costs. For example, the United States government has passed legislation requiring pharmaceutical manufacturers to provide rebates and discounts to certain entities and governmental payors to participate in federal healthcare programs. Additionally, the Trump Administration's budget proposal for fiscal year 2019 contains further drug price control measures that could be enacted during the 2019 budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. While any proposed measures will require authorization through additional legislation to become effective, Congress and the Trump Administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. 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.

Packaging and Distribution in the United States

If our products are made available to authorized users of the Federal Supply Schedule of the General Services Administration, additional laws and requirements apply. Products must meet applicable child resistant packaging requirements under the U.S. Poison Prevention Packaging Act. Manufacturing, sales, promotion and other activities also are potentially subject to federal and state consumer protection and unfair competition laws.

The distribution of pharmaceutical products is subject to additional requirements and regulations, including extensive record keeping, licensing, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products.

The failure to comply with any of these laws or regulatory requirements subjects firms to possible legal or regulatory action. Depending on the circumstances, failure to meet applicable regulatory requirements can result in criminal prosecution, fines or other penalties, injunctions, exclusion from federal healthcare programs, requests for recall, seizure of products, total or partial suspension of production, denial or withdrawal of product approvals, or refusal to allow a firm to enter into supply contracts, including government contracts. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. Prohibitions or restrictions on sales or withdrawal of future products marketed by us could materially affect our business in an adverse way.

Changes in regulations, statutes or the interpretation of existing regulations could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements; (ii) additions or modifications to product labeling; (iii) the recall or discontinuation of our products; or (iv) additional record keeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business.

Other U.S. Environmental, Health and Safety Laws and Regulations

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

We maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees, but this insurance may not provide adequate coverage against potential liabilities. However, we do not maintain insurance for environmental liability or toxic tort claims that may be asserted against us.

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

U.S. Patent Term Restoration and Marketing Exclusivity

Depending upon the timing, duration and specifics of FDA approval of SRK-015 and any future product candidates, some of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, commonly referred to as the Hatch Waxman Amendments. The Hatch Waxman Amendments permit restoration of the patent term of up to five years as

compensation for patent term lost during product development and FDA regulatory review process. Patent term restoration, however, cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period is generally one half the time between the effective date of an IND and the submission date of a BLA plus the time between the submission date of a BLA and the approval of that application, except that the review period is reduced by any time during which the applicant failed to exercise due diligence. Only one patent applicable to an approved drug is eligible for the extension and the application for the extension must be submitted prior to the expiration of the patent. The U.S. PTO, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration. In the future, we may apply for restoration of patent term for our currently owned or licensed patents to add patent life beyond its current expiration date, depending on the expected length of the clinical trials and other factors involved in the filing of the relevant BLA.

An abbreviated approval pathway for biological products shown to be similar to, or interchangeable with, an FDA licensed reference biological product was created by the Biologics Price Competition and Innovation Act of 2009, or BPCI Act. This amendment to the PHSA, in part, attempts to minimize duplicative testing. Biosimilarity, which requires that the biological product be highly similar to the reference product notwithstanding minor differences in clinically inactive components and that there be no clinically meaningful differences between the product and the reference product in terms of safety, purity and potency, can be shown through analytical studies, animal studies and a clinical trial or trials. Interchangeability requires that a biological product be biosimilar to the reference product and that the product can be expected to produce the same clinical results as the reference product in any given patient and, for products administered multiple times to an individual, that the product and the reference product may be alternated or switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biological product without such alternation or switch.

A reference biological product is granted 12 years of data exclusivity from the time of first licensure of the product, and the FDA will not accept an application for a biosimilar or interchangeable product based on the reference biological product until four years after the date of first licensure of the reference product. "First licensure" typically means the initial date the particular product at issue was licensed in the United States. Date of first licensure does not include the date of licensure of (and a new period of exclusivity is not available for) a biological product if the licensure is for a supplement for the biological product or for a subsequent application by the same sponsor or manufacturer of the biological product (or licensor, predecessor in interest, or other related entity) for a change (not including a modification to the structure of the biological product) that results in a new indication, route of administration, dosing schedule, dosage form, delivery system, delivery device or strength, or for a modification to the structure of the biological product that does not result in a change in safety, purity, or potency.

Pediatric exclusivity is another type of regulatory market exclusivity in the United States. Pediatric exclusivity, if granted, adds six months to existing regulatory exclusivity periods. This six month exclusivity may be granted based on the voluntary completion of a pediatric trial in accordance with an FDA issued "Written Request" for such a trial.

European Union Drug Development

In the European Union, or EU, our future products also may be subject to extensive regulatory requirements. As in the United States, medicinal products can be marketed only if a marketing authorization from the competent regulatory agencies has been obtained.

Similar to the United States, the various phases of preclinical and clinical research in the European Union are subject to significant regulatory controls. Although the EU Clinical Trials Directive 2001/20/EC has sought to harmonize the EU clinical trials regulatory framework, setting out common rules for the control and authorization of clinical trials in the EU, the EU Member States have transposed and applied the

provisions of the Directive differently. This has led to significant variations in the member state regimes. Under the current regime, before a clinical trial can be initiated it must be approved in each of the EU countries where the trial is to be conducted by two distinct bodies: the National Competent Authority, or NCA, and one or more Ethics Committees, or ECs. Under the current regime all suspected unexpected serious adverse reactions to the investigated drug that occur during the clinical trial have to be reported to the NCA and ECs of the Member State where they occurred.

The EU clinical trials legislation currently is undergoing a transition process mainly aimed at harmonizing and streamlining clinical trial authorization, simplifying adverse event reporting procedures, improving the supervision of clinical trials and increasing their transparency. Recently enacted Clinical Trials Regulation EU No 536/2014 ensures that the rules for conducting clinical trials in the EU will be identical.

European Union Drug Marketing

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

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

European Union Drug Review and Approval

In the European Economic Area, or EEA, which is comprised of the 27 Member States of the EU (including Norway and excluding Croatia), Iceland and Liechtenstein, medicinal products can only be commercialized after obtaining a Marketing Authorization, or MA. There are two types of marketing authorizations.

The Community MA is issued by the European Commission through the Centralized Procedure, based on the opinion of the Committee for Medicinal Products for Human Use, or CHMP, of the European Medicines Agency, or EMA, and is valid throughout the entire territory of the EEA. The Centralized Procedure is mandatory for certain types of products, such as biotechnology medicinal products, orphan medicinal products, advanced therapy medicines such as gene therapy, somatic cell therapy or tissue engineered medicines and medicinal products containing a new active substance indicated for the treatment of HIV, AIDS, cancer, neurodegenerative disorders, diabetes, autoimmune and other immune dysfunctions and viral diseases. The Centralized Procedure is optional for products containing a new active substance not yet authorized in the EEA, or for products that constitute a significant therapeutic, scientific or technical innovation or which are in the interest of public health in the EU.

National MAs, which are issued by the competent authorities of the Member States of the EEA and only cover their respective territory, are available for products not falling within the mandatory scope of the Centralized Procedure. Where a product has already been authorized for marketing in a Member State of the EEA, this National MA can be recognized in another Member States through the Mutual Recognition Procedure. If the product has not received a National MA in any Member State at the time of application, it can be approved simultaneously in various Member States through the Decentralized Procedure. Under the Decentralized Procedure an identical dossier is submitted to the competent authorities of each of the Member States in which the MA is sought, one of which is selected by the applicant as the Reference Member State, or RMS. The competent authority of the RMS prepares a draft assessment report, a draft summary of the product characteristics, or SPC, and a draft of the labeling and package leaflet, which are

sent to the other Member States (referred to as the Member States Concerned) for their approval. If the Member States Concerned raise no objections, based on a potential serious risk to public health, to the assessment, SPC, labeling, or packaging proposed by the RMS, the product is subsequently granted a national MA in all the Member States (i.e., in the RMS and the Member States Concerned).

Under the above described procedures, before granting the MA, the EMA or the competent authorities of the Member States of the EEA make an assessment of the risk benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy.

European Union New Chemical Entity Exclusivity

In the EU, new chemical entities, sometimes referred to as new active substances, qualify for eight years of data exclusivity upon marketing authorization and an additional two years of market exclusivity. The data exclusivity, if granted, prevents regulatory authorities in the EU from referencing the innovator's data to assess a generic application for eight years, after which generic marketing authorization can be submitted, and the innovator's data may be referenced, but not approved for two years. The overall 10 year period will be extended to a maximum of 11 years if, during the first eight years of those 10 years, the marketing authorization holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are determined to bring a significant clinical benefit in comparison with currently approved therapies.

European Union Orphan Designation and Exclusivity

In the EU, the EMA's Committee for Orphan Medicinal Products grants orphan drug designation to promote the development of products that are intended for the diagnosis, prevention or treatment of life threatening or chronically debilitating conditions affecting not more than five in 10,000 persons in the EU community (or where it is unlikely that the development of the medicine would generate sufficient return to justify the investment) and for which no satisfactory method of diagnosis, prevention or treatment has been authorized (or, if a method exists, the product would be a significant benefit to those affected).

In the EU, orphan drug designation entitles a party to financial incentives such as reduction of fees or fee waivers and 10 years of market exclusivity is granted following medicinal product approval. This period may be reduced to six years if the orphan drug designation criteria are no longer met, including where it is shown that the product is sufficiently profitable not to justify maintenance of market exclusivity. Orphan drug designation must be requested before submitting an application for marketing approval. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

European Data Collection

The collection and use of personal health data in the European Union is governed by the provisions of the Data Protection Directive, and as of May 2018 the General Data Protection Regulation, or GDPR. This directive imposes several requirements relating to the consent of the individuals to whom the personal data relates, the information provided to the individuals, notification of data processing obligations to the competent national data protection authorities and the security and confidentiality of the personal data. The Data Protection Directive and GDPR also impose strict rules on the transfer of personal data out of the EU to the United States. Failure to comply with the requirements of the Data Protection Directive, the GDPR, and the related national data protection laws of the EU Member States may result in fines and other administrative penalties. The GDPR introduces new data protection requirements in the EU and substantial fines for breaches of the data protection rules. The GDPR regulations may impose additional responsibility and liability in relation to personal data that we process and we may be required to put in place additional mechanisms ensuring compliance with the new data protection rules. This may be onerous and adversely affect our business, financial condition, results of operations and prospects.

Rest of the World Regulation

For other countries outside of the EU and the United States, such as countries in Eastern Europe, Latin America or Asia, the requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. Additionally, the clinical trials must be conducted in accordance with GCP requirements and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

If we fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Additional Laws and Regulations Governing International Operations

If we further expand our operations outside of the United States, we must dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate. The Foreign Corrupt Practices Act, or FCPA, prohibits any U.S. individual or business from paying, offering, authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the United States to comply with certain accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Compliance with the FCPA is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry, because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

Various laws, regulations and executive orders also restrict the use and dissemination outside of the United States, or the sharing with certain non U.S. nationals, of information classified for national security purposes, as well as certain products and technical data relating to those products. If we expand our presence outside of the United States, it will require us to dedicate additional resources to comply with these laws, and these laws may preclude us from developing, manufacturing, or selling certain products and product candidates outside of the United States, which could limit our growth potential and increase our development costs.

The failure to comply with laws governing international business practices may result in substantial civil and criminal penalties and suspension or debarment from government contracting. The U.S. Securities and Exchange Commission, or SEC, also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

Reimbursement

Sales of our products will depend, in part, on the extent to which our products, if approved, will be covered by third-party payors, such as government health programs, commercial insurers and managed healthcare organizations, as well as the level of reimbursement such third-party payors provide for our products. Patients and providers are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products. In the United States no uniform policy of coverage and reimbursement for drugs or biological products exists, and one payor's determination to provide coverage and adequate reimbursement for a product does not assure that other payors will make a

similar determination. Accordingly, decisions regarding the extent of coverage and amount of reimbursement to be provided for any of our products candidates, if approved, will be made on a payor by payor basis. As a result, the coverage determination process may be a time consuming and costly process that will require us to provide scientific and clinical support for the use of our products to each payor separately, with no assurance that coverage and adequate reimbursement will be obtained.

The Medicaid Drug Rebate Program requires pharmaceutical manufacturers to enter into and have in effect a national rebate agreement with the Secretary of the DHHS as a condition for states to receive federal matching funds for the manufacturer's outpatient drugs furnished to Medicaid patients. The ACA made several changes to the Medicaid Drug Rebate Program, including increasing pharmaceutical manufacturers' rebate liability by raising the minimum basic Medicaid rebate on most branded prescription drugs from 15.1% of average manufacturer price, or AMP, to 23.1% of AMP and adding a new rebate calculation for "line extensions" (i.e., new formulations, such as extended release formulations) of solid oral dosage forms of branded products, creating a new method by which rebates owed by are calculated for drugs that are inhaled, infused, instilled, implanted or injected, as well as potentially impacting their rebate liability by modifying the statutory definition of AMP. The ACA also expanded the universe of Medicaid utilization subject to drug rebates by requiring pharmaceutical manufacturers to pay rebates on Medicaid managed care utilization and by enlarging the population potentially eligible for Medicaid drug benefits. Pricing and rebate programs must also comply with the Medicaid rebate requirements of the U.S. Omnibus Budget Reconciliation Act of 1990.

The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or the MMA, established the Medicare Part D program to provide a voluntary prescription drug benefit to Medicare beneficiaries. Under Part D, Medicare beneficiaries may enroll in prescription drug plans offered by private entities that provide coverage of outpatient prescription drugs. Unlike Medicare Part A and B, Part D coverage is not standardized. While all Medicare drug plans must give at least a standard level of coverage set by Medicare, Part D prescription drug plan sponsors are not required to pay for all covered Part D drugs, and each drug plan can develop its own drug formulary that identifies which drugs it will cover and at what tier or level. However, Part D prescription drug formularies must include drugs within each therapeutic category and class of covered Part D drugs, though not necessarily all the drugs in each category or class. Any formulary used by a Part D prescription drug plan must be developed and reviewed by a pharmacy and therapeutic committee. Government payment for some of the costs of prescription drugs may increase demand for products for which we receive marketing approval. However, any negotiated prices for our products covered by a Part D prescription drug plan likely will be lower than the prices we might otherwise obtain. Moreover, while the MMA applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own payment rates. Any reduction in payment that results from the MMA may result in a similar reduction in payments from non governmental payors.

For a drug product to receive federal reimbursement under the Medicaid or Medicare Part B programs or to be sold directly to U.S. government agencies, the manufacturer must extend discounts to entities eligible to participate in the 340B drug pricing program. The required 340B discount on a given product is calculated based on the AMP and Medicaid rebate amounts reported by the manufacturer. As of 2010, the ACA expanded the types of entities eligible to receive discounted 340B pricing, although, under the current state of the law, with the exception of children's hospitals, these newly eligible entities will not be eligible to receive discounted 340B pricing on orphan drugs. In addition, as 340B drug pricing is determined based on AMP and Medicaid rebate data, the revisions to the Medicaid rebate formula and AMP definition described above could cause the required 340B discount to increase.

As noted above, 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 coverage and adequate reimbursement. An increasing emphasis on cost containment measures 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 favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

These laws, and future state and federal healthcare reform measures may be adopted in the future, any of which may result in additional reductions in Medicare and other healthcare funding and otherwise affect the prices we may obtain for any of our product candidates for which we may obtain regulatory approval or the frequency with which any such product candidate is prescribed or used.

In addition, in most foreign countries, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing and reimbursement vary widely from country to country. For example, the EU provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. Reference pricing used by various EU Member States and parallel distribution, or arbitrage between low priced and high priced member states, can further reduce prices. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. In some countries, we may be required to conduct a clinical study or other studies that compare the cost effectiveness of any of our product candidates to other available therapies in order to obtain or maintain reimbursement or pricing approval. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our products. Historically, products launched in the EU do not follow price structures of the United States and generally prices tend to be significantly lower. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries.

Employees

As of April 25, 2018, we had 49 full-time employees, including 22 employees with M.D. or Ph.D. degrees. Of these full-time employees, 39 employees are engaged in research and development activities and ten are engaged in general and administrative activities. None or our employees is represented by a labor union or covered by a collective bargaining agreement.

Facilities

Our facility comprises 21,000 square feet (including over 9,000 square feet of expansion space which we have not yet occupied) of office and laboratory space in Cambridge, Massachusetts. We executed a lease amendment on February 22, 2018 for the additional expansion space and expect to occupy the expansion space in the second quarter of 2018. The lease expires five years after our landlord delivers the expansion space to us. We have an option to extend the lease term for five additional years. We believe that our existing facilities, including our expansion space, are adequate to meet our current needs, and that suitable additional space will be available as and when needed.

Legal Proceedings

From time to time, we may be involved in various claims and legal proceedings relating to claims arising out of our operations. We are not currently a party to any material legal proceedings.

MANAGEMENT

The following table sets forth the name, age and position of each of our executive officers and directors, as of April 25, 2018:

Name	Age	Position
Executive Officers		
Nagesh K. Mahanthappa, Ph.D.	53	President, Chief Executive Officer and Director
Alan J. Buckler, Ph.D.	58	Chief Scientific Officer
Rhonda M. Chicko, C.P.A.	52	Chief Financial Officer
Yung H. Chyung, M.D.	42	Chief Medical Officer
Elan Z. Ezickson	54	Chief Operating Officer & Head of Corporate Development
Non-Employee Directors		
David Hallal	51	Chairman of the Board of Directors
Kristina Burow	44	Director
Jeffrey S. Flier, M.D.	70	Director
Michael Gilman, Ph.D.	63	Director
Amir Nashat, Sc.D.	45	Director
Timothy A. Springer, Ph.D.	70	Director

(1) Member of the audit committee

(2) Member of the compensation committee

(3) Member of the nominating and corporate governance committee

Executive Officers

Nagesh K. Mahanthappa, Ph.D. is the founding employee of Scholar Rock and has served as a director and our President and Chief Executive Officer since October 2012. Prior to joining us, from February 2007 to May 2012, Dr. Mahanthappa was a founding employee and Vice President, Corporate Development & Operations at Avila Therapeutics, Inc. (acquired by Celgene Corporation in March 2012). Previously, from August 2002 to February 2007, he served in roles of increasing responsibility at Alnylam Pharmaceuticals, Inc., most recently as Vice President, Scientific & Strategic Development. He was also a founder of TwistDx, Inc. a DNA diagnostics company acquired by Inverness Medical Innovations, Inc. (now Alere, Inc.) in 2010. Dr. Mahanthappa received his Ph.D. in Neurobiology from the California Institute of Technology, and completed his post-doctoral training at the E.K. Shriver Center for Mental Retardation (then affiliated with Massachusetts General Hospital) and Harvard Medical School. He received his M.B.A. from the F.W. Olin Graduate School of Management at Babson College and his B.A. in Biology and Chemistry from the University of Colorado, Boulder. Our board of directors believes that Dr. Mahanthappa's extensive experience in the pharmaceutical industry qualifies him to serve on our board of directors.

Alan J. Buckler, Ph.D. has served as our Chief Scientific Officer since November 2016. Prior to joining us, Dr. Buckler served as Vice President, Cell and Protein Sciences, at Biogen Inc. from 2014 to 2016. From 2005 to 2014, Dr. Buckler served as Director, Developmental and Molecular Pathways in the Novartis Institutes for Biomedical Research. Prior to Novartis, Dr. Buckler served as the Chief Scientific Officer of Ardais Corporation from 1999 to 2004 and as Vice President of Molecular Genetics at Sequana Therapeutics/Axys Pharmaceuticals from 1996 to 1999. Prior to joining the private sector, Dr. Buckler served on the Neurology faculty of Massachusetts General Hospital and Harvard Medical School from 1991 to 1996. Dr. Buckler received his A.B. in Biology from the University of Chicago, Ph.D. in Microbiology from the Boston University School of Medicine, and completed his post-doctoral training at the Center for Cancer Research, Massachusetts Institute of Technology.

Rhonda M. Chicko, C.P.A. has served as our Chief Financial Officer since April 2018. Prior to joining us, she served as Vice President, Finance at Editas Medicine, Inc. where she worked from September 2015 to March 2018. From 2005 to 2015, Ms. Chicko worked at Ironwood Pharmaceuticals, Inc. in financial roles of increasing responsibility, culminating as Senior Director, Finance and Tax. Earlier in her career, Ms. Chicko held a range of positions at investment management and accounting firms, including Wellington Management Company, LLP and PricewaterhouseCoopers, LLP. Ms. Chicko holds a B.S. in accounting from Le Moyne College and an M.S.T. from Bentley University.

Yung H. Chyung, M.D. has served as our Chief Medical Officer since February 2016. Prior to joining us, Dr. Chyung served in roles of increasing responsibility at Dyax Corp. (acquired by Shire Plc in January 2016) from 2011 to February 2016, most recently as Vice President of Medical Research, where he was responsible for clinical research and medical affairs. From 2010 to 2011, Dr. Chyung worked at Genzyme Corporation where he was responsible for medical affairs efforts globally for multiple rare disease programs. Dr. Chyung earned his M.D. from Harvard Medical School and completed his internal medicine residency and allergy and immunology fellowship at Massachusetts General Hospital. Dr. Chyung also holds an A.B. in Biochemical Sciences from Harvard College.

Elan Z. Ezickson has served as our Chief Operating Officer & Head of Corporate Development since August 2014. Prior to joining us, Mr. Ezickson served most recently as Executive Vice President and Chief Operating Officer of Aveo Pharmaceuticals, Inc., where he worked from 2003 to July 2013. From 1994 to 2003, he worked at Biogen Inc. in roles that included President of Biogen Canada, Program Executive and Associate General Counsel. Mr. Ezickson holds a B.A. in Political Science from Yale University and a J.D. from the Columbia University School of Law.

Non-Employee Directors

David Hallal has served as the Chairman of our board of directors since July 2017. Most recently, from June 2006 to December 2016, Mr. Hallal served in executive roles of increasing responsibility at Alexion Pharmaceuticals, Inc., most recently serving as Chief Executive Officer and a board member. Prior to his role as CEO, Mr. Hallal served Alexion as COO and Director as well as Chief Commercial Officer and Head of Commercial Operations. Prior to Alexion from 2004 to 2006, Mr. Hallal served as Vice President of Sales for OSI Eyetech, Inc. From 2002 to 2004, Mr. Hallal served as Head of Sales at Biogen Inc. From 1992 to 2002, Mr. Hallal held various leadership roles at Amgen Inc. From 1988 to 1992, Mr. Hallal began his pharmaceutical career at The Upjohn Company as a sales representative. Mr. Hallal holds a B.A. in psychology from the University of New Hampshire. Mr. Hallal also currently serves as an independent director at Seer Biosciences, Inc. Our board of directors believes that Mr. Hallal's experience as an executive at numerous pharmaceutical companies qualifies him to serve as our Chairman of the board of directors.

Kristina Burow has served as a member of our board of directors since August 2014. Ms. Burow has served as Managing Director of ARCH Venture Partners, or ARCH, since November 2011 and previously held roles of increasing responsibility at ARCH from August 2002 to November 2011. Ms. Burow currently serves on the board of directors of several biopharmaceutical and biotechnology companies, including Vividion Therapeutics, Inc., Lycera Corp., BlackThorn Therapeutics, Inc., Metacrine, Inc., Unity Biotechnology, Inc., AgBiome Inc., Vir Biotechnology Inc., and AgTech Accelerator, an agricultural technology startup accelerator. Ms. Burow also serves on the board of directors of Sienna. She previously was a co-founder and member of the board of directors of Receptos, Inc., a public pharmaceutical company, until its acquisition by Celgene Corporation, a public biopharmaceutical company, and of Sapphire Energy, Inc., energy company. Ms. Burow has participated in a number of other ARCH portfolio companies including KYTHERA, Siluria Technologies, Inc., an energy company, and Ikaria, Inc., a biotechnology company, acquired by Madison Dearborn Partners, a private equity firm. Prior to joining ARCH, Ms. Burow was an Associate with the Novartis BioVenture Fund in San Diego and an early employee at the Genomics Institute of the Novartis Research Foundation. Ms. Burow received a B.A. in Chemistry from the University of California, Berkeley, an M.A. in Chemistry from Columbia University, and an M.B.A. from the University of Chicago. We believe that

Ms. Burow is qualified to serve on our board of directors due to her extensive experience investing in biopharmaceutical and biotechnology companies and her experience on boards of directors in the medical industry.

Jeffrey S. Flier, M.D. has served as member of our board of directors since October 2016. Since August 2016, Dr. Flier has served as the Higginson Professor of Physiology and Medicine and Harvard University Distinguished Service Professor, and from 2007 to August 2016 served as the twenty-first Dean of the Faculty of Medicine at Harvard University. Previously, from 2002 to 2007, Dr. Flier served as Chief Academic Officer of Beth Israel Deaconess Medical Center and served as Harvard Medical School Faculty Dean for Academic Programs. An elected member of the National Academy of Medicine and a fellow of the American Academy of Arts and Sciences, his many honors include the Eli Lilly Award of the American Diabetes Association, and the Berson Lecture of the American Physiological Society. He was the recipient of the 2005 Banting Medal from the American Diabetes Association, its highest scientific honor. Dr. Flier received his B.S. from City College of New York and his M.D. from Mount Sinai School of Medicine with highest academic honors, and he completed his residency training at Mount Sinai School of Medicine. Our board of directors believes that Dr. Flier's extensive medical and scientific experience and his leadership skills qualify him to serve on our board of directors.

Michael Gilman, Ph.D. has served as a member of our board of directors since November 2013. Dr. Gilman is currently Chairman and Chief Executive Officer for Arrakis Therapeutics, Inc., a role he has served in since 2016, and Chief Executive Officer and Director for Obsidian Therapeutics, Inc., a role he has served in since 2016. Previously, from 2014 to 2016 Dr. Gilman was Founder and Chief Executive Officer of Padlock Therapeutics, Inc. Prior to Padlock, Dr. Gilman served as Senior Vice President, Early-Stage Pipeline, at Biogen Idec Inc. from 2012 to 2013. He joined Biogen Idec Inc. in 2012 following its acquisition of Stromedix, Inc., where he was Founder and Chief Executive Officer. Prior to founding Stromedix in 2006, from 1999 to 2005, Dr. Gilman served in a variety of capacities, most recently as Executive Vice President, Research at Biogen Idec. From 1994 to 1999, Dr. Gilman was at ARIAD Pharmaceuticals, Inc., where he was Executive Vice President and Chief Scientific Officer. From 1986 to 1994, Dr. Gilman was on the scientific staff of Cold Spring Harbor Laboratory in New York. He also serves on the Board of Directors of X4 Pharmaceuticals, Inc. and the Scientific Advisory Board of FutuRx, an Israeli biotech accelerator. Dr. Gilman was a postdoctoral fellow with Dr. Robert Weinberg at the Whitehead Institute. He holds a Ph.D. in Biochemistry from University of California, Berkeley, and an S.B. in Life Sciences from Massachusetts Institute of Technology. Our board of directors believes that Dr. Gilman's extensive experience in the pharmaceuticals industry qualifies him to serve on our board of directors

Amir Nashat, Sc.D. has served as a member of our board of directors since October 2012. Dr. Nashat is a managing partner at Polaris Partners, a venture capital firm, where he has worked since 2002. Dr. Nashat was also the founding Chief Executive Officer of Living Proof, Inc. and Sun Catalytix Corporation. Dr. Nashat currently represents Polaris as a Director of Agbiome, Inc., aTyr Pharmaceuticals, Inc., Fate Therapeutics, Inc., Jnana Therapeutics, where he also serves as the CEO, CAMP4, Metacine, Inc., Morphic Therapeutic, Inc., Olivo Labs, Promedior, Inc., Selecta Biosciences Inc., Syros Pharmaceuticals, Inc., and Taris Biomedical, LLC. Dr. Nashat also serves on the Partners Innovation Fund, the Investment Advisory Committee for The Engine at MIT, and helped launch the MIT Sandbox Innovation Fund as its active president. Dr. Nashat previously served on the Board of the New England Venture Capital Association. Dr. Nashat received an M.S. and B.S. in materials science and mechanical engineering from the University of California, Berkeley and a Sc.D. as a Hertz Fellow in Chemical Engineering at the Massachusetts Institute of Technology with a minor in Biology under Dr. Robert Langer. Our board of directors believes that Dr. Nashat's biotechnology investment experience qualifies him to serve on our board of directors.

Timothy A. Springer, Ph.D. is a co-founder and investor in Scholar Rock and has served as a member of our board of directors since October 2012. Since 1989, Dr. Springer has served as the Latham Family Professor of Pathology at Harvard Medical School. He has also served as Senior Investigator in the Program in Cellular and Molecular Medicine at Boston Children's Hospital since 2012 and as Professor of Biological Chemistry

and Molecular Pharmacology at Harvard Medical School and Professor of Medicine at Boston Children's Hospital since 2011. Dr. Springer was the Founder and Chairman of the Scientific Advisory Board of LeukoSite, Inc., a biotechnology company acquired by Millennium Pharmaceuticals, Inc. in 1999. He is a founder, investor and board member of Morphic Therapeutic, Inc. and an investor and board member of Selecta Biosciences Inc. Dr. Springer is the Chairman of the Institute for Protein Innovation and is a member of the National Academy of Sciences. His honors include the Crafoord Prize, the American Association of Immunologists Meritorious Career Award, the Stratton Medal from the American Society of Hematology, and the Basic Research Prize from the American Heart Association. Dr. Springer received a B.A. from the University of California, Berkeley, and a Ph.D. from Harvard University. Our board of directors believes that Dr. Springer's extensive knowledge of our business and the biotechnology field qualifies him to serve on our board of directors.

Composition of Our Board of Directors

As of April 25, 2018, our board of directors consisted of seven members, each of whom are members pursuant to the board composition provisions of our certificate of incorporation and agreements with our stockholders. These board composition provisions will terminate upon the completion of this offering. Upon the termination of these provisions, there will be no further contractual obligations regarding the election of our directors. Our nominating and corporate governance committee and our board of directors may therefore consider a broad range of factors relating to the qualifications and background of nominees. Our nominating and corporate governance committee's and our board of directors' priority in selecting board members is the identification of persons who will further the interests of our stockholders through their established record of professional accomplishment, the ability to contribute positively to the collaborative culture among board members, knowledge of our business, understanding of the competitive landscape, and professional and personal experiences and expertise relevant to our growth strategy. Our directors hold office until their successors have been elected and qualified or until the earlier of their resignation or removal. Our amended and restated certificate of incorporation and amended and restated by-laws that will become effective upon the completion of this offering also provide that our directors may be removed only for cause by the affirmative vote of the holders of at least two-thirds of the votes that all our stockholders would be entitled to cast in an annual election of directors, and that any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office.

Director Independence

Our board of directors has determined that all members of the board of directors, except Dr. Mahanthappa, are independent directors, including for purposes of the rules of The Nasdaq Global Market and the Securities and Exchange Commission, or SEC. In making such independence determination, our board of directors considered the relationships that each non-employee director has with us and all other facts and circumstances that our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director. In considering the independence of the directors listed above, our board of directors considered the association of our directors with the holders of more than 5% of our common stock. Upon the completion of this offering, we expect that the composition and functioning of our board of directors and each of our committees will comply with all applicable requirements of The Nasdaq Global Market and the rules and regulations of the SEC. There are no family relationships among any of our directors or executive officers. Dr. Mahanthappa is not an independent director under these rules because he is an executive officer of our company.

Staggered Board

In accordance with the terms of our amended and restated certificate of incorporation and amended and restated by-laws that will become effective upon the completion of this offering, our board of directors will be divided into three staggered classes of directors and each director will be assigned to one of the three classes. At each annual meeting of the stockholders, a class of directors will be elected for a three-year term to succeed the directors of the same class whose terms are then expiring. The terms of the directors will expire upon the election and qualification of successor directors at the annual meeting of stockholders

to be held during the years 2019 for Class I directors, 2020 for Class II directors and 2021 for Class III directors.

- Our Class I directors will be ;
- Our Class II directors will be ; and
- Our Class III directors will be .

Our amended and restated certificate of incorporation and amended and restated by-laws that will become effective upon the completion of this offering will provide that the number of directors shall be fixed from time to time by a resolution of the majority of our board of directors.

The division of our board of directors into three classes with staggered three-year terms may delay or prevent stockholder efforts to effect a change of our management or a change in control.

Board Leadership Structure and Board's Role in Risk Oversight

Mr. Hallal is the current chairman of our board of directors and Dr. Mahanthappa is our current Chief Executive Officer, hence the roles of chairman of our board of directors and Chief Executive Officer are separated. We believe that separating these positions allows our Chief Executive Officer to focus on our day-to-day business, while allowing our chairman of the board to lead the board of directors in its fundamental role of providing advice to and independent oversight of management. Our board of directors recognizes the time, effort and energy that the Chief Executive Officer is required to devote to his position in the current business environment, as well as the commitment required to serve as our chairman, particularly as the board of directors' oversight responsibilities continue to grow. While our amended and restated by-laws and corporate governance guidelines do not require that our chairman and Chief Executive Officer positions be separate, our board of directors believes that having separate positions is the appropriate leadership structure for us at this time and demonstrates our commitment to good corporate governance.

Risk is inherent with every business, and how well a business manages risk can ultimately determine its success. We face a number of risks, including risks relating to our financial condition, development and commercialization activities, operations, strategic direction and intellectual property as more fully discussed in the section entitled "Risk Factors" appearing elsewhere in this prospectus. Management is responsible for the day-to-day management of risks we face, while our board of directors, as a whole and through its committees, has responsibility for the oversight of risk management. In its risk oversight role, our board of directors has the responsibility to satisfy itself that the risk management processes designed and implemented by management are adequate and functioning as designed.

The role of the board of directors in overseeing the management of our risks is conducted primarily through committees of the board of directors, as disclosed in the descriptions of each of the committees below and in the charters of each of the committees. The full board of directors (or the appropriate board committee in the case of risks that are under the purview of a particular committee) discusses with management our major risk exposures, their potential impact on us, and the steps we take to manage them. When a board committee is responsible for evaluating and overseeing the management of a particular risk or risks, the chairman of the relevant committee reports on the discussion to the full board of directors during the committee reports portion of the next board meeting. This enables the board of directors and its committees to coordinate the risk oversight role, particularly with respect to risk interrelationships.

Committees of Our Board of Directors

Our board of directors has established an audit committee, a compensation committee, a nominating and corporate governance committee and a science, innovation and technology committee, each of which will operate pursuant to a charter adopted by our board of directors and will be effective upon the effectiveness of the registration statement of which this prospectus is a part. Upon the effectiveness of the registration statement of which this prospectus is a part, the composition and functioning of all of our committees will

comply with all applicable requirements of the Sarbanes-Oxley Act of 2002, Nasdaq and SEC rules and regulations.

Audit Committee

Effective upon effectiveness of the registration statement of which this prospectus forms a part, will serve on the audit committee, which will be chaired by . Our board of directors has determined that each member of the audit committee is "independent" for audit committee purposes as that term is defined in the rules of the SEC and the applicable Nasdaq rules, and each has sufficient knowledge in financial and auditing matters to serve on the audit committee. Our board of directors has designated as an "audit committee financial expert," as defined under the applicable rules of the SEC. The audit committee's responsibilities include:

- appointing, approving the compensation of, and assessing the independence of our independent registered public accounting firm;
- pre-approving auditing and permissible non-audit services, and the terms of such services, to be provided by our independent registered public accounting firm;
- reviewing the overall audit plan with our independent registered public accounting firm and members of management responsible for preparing our financial statements;
- reviewing and discussing with management and our independent registered public accounting firm our annual and quarterly financial statements and related disclosures as well as critical accounting policies and practices used by us;
- coordinating the oversight and reviewing the adequacy of our internal control over financial reporting;
- establishing policies and procedures for the receipt and retention of accounting-related complaints and concerns;
- recommending based upon the audit committee's review and discussions with management and our independent registered public accounting firm whether our audited financial statements shall be included in our Annual Report on Form 10-K;
- monitoring the integrity of our financial statements and our compliance with legal and regulatory requirements as they relate to our financial statements and accounting matters;
- preparing the audit committee report required by SEC rules to be included in our annual proxy statement;
- reviewing all related person transactions for potential conflict of interest situations and approving all such transactions; and
- reviewing quarterly earnings releases.

Compensation Committee

Effective upon effectiveness of the registration statement of which this prospectus forms a part, will serve on the compensation committee, which will be chaired by . Our board of directors has determined that each member of the compensation committee is "independent" as defined in the applicable Nasdaq rules. The compensation committee's responsibilities include:

- annually reviewing and recommending to the board of directors the corporate goals and objectives relevant to the compensation of our Chief Executive Officer;
- evaluating the performance of our Chief Executive Officer in light of such corporate goals and objectives and based on such evaluation: (i) recommending to the board of directors the cash compensation of our Chief Executive Officer and (ii) reviewing and approving grants and awards to our Chief Executive Officer under equity-based plans;
- reviewing and approving or recommending to the board of directors the cash compensation of our other executive officers;
- reviewing and establishing our overall management compensation, philosophy and policy;
- overseeing and administering our compensation and similar plans;

- evaluating and assessing potential and current compensation advisors in accordance with the independence standards identified in the applicable Nasdaq rules;
- reviewing and approving our policies and procedures for the grant of equity-based awards;
- reviewing and recommending to the board of directors the compensation of our directors;
- preparing the compensation committee report required by SEC rules, if and when required, to be included in our annual proxy statement; and
- reviewing and approving the retention, termination or compensation of any consulting firm or outside advisor to assist in the evaluation of compensation matters.

Nominating and Corporate Governance Committee

Effective upon effectiveness of the registration statement of which this prospectus forms a part, will serve on the nominating and corporate governance committee, which will be chaired by . Our board of directors has determined that each member of the nominating and corporate governance committee is "independent" as defined in the applicable Nasdaq rules. The nominating and corporate governance committee's responsibilities include:

- developing and recommending to the board of directors criteria for board and committee membership;
- establishing procedures for identifying and evaluating board of director candidates, including nominees recommended by stockholders;
- reviewing the composition of the board of directors to ensure that it is composed of members containing the appropriate skills and expertise to advise us;
- identifying individuals qualified to become members of the board of directors;
- recommending to the board of directors the persons to be nominated for election as directors and to each of the board's committees;
- developing and recommending to the board of directors a code of business conduct and ethics and a set of corporate governance guidelines; and
- overseeing the evaluation of our board of directors and management.

Science, Innovation and Technology Committee

Effective upon effectiveness of the registration statement of which this prospectus forms a part, our science, innovation and technology committee will be composed of , with serving as chairman of the committee. The science, innovation and technology committee's responsibilities upon completion of this offering will include:

- providing a general oversight function regarding preclinical and clinical decision-making through a series of semi-annual pipeline reviews and in-depth assessments of select project strategies and plans;
- providing recommendations regarding key molecules in our discovery and development pipelines through reports and select in-depth project reviews;
- providing recommendations regarding our pipeline/portfolio balance from a scientific and clinical perspective, including new molecular entity versus new indication balance, mechanism balance, target balance and general risk balance;
- providing recommendations regarding intellectual property strategies;
- providing recommendations regarding key discovery and development strategies to align with our business needs; and
- providing feedback to the board of directors and to our research and development group.

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

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee has at any time during the prior three years been one of our officers or employees. None of our executive officers currently serves, or in the past fiscal 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.

Corporate Governance

We have adopted a written code of business conduct and ethics, effective upon the effectiveness of the registration statement of which this prospectus is a part, that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Following the effectiveness of the registration statement of which this prospectus is a part, a current copy of the code will be posted on the investor relations section of our website, which is located at http://www.scholarrock.com. If we make any substantive amendments to, or grant any waivers from, the code of business conduct and ethics for any officer or director, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K.

EXECUTIVE COMPENSATION

Executive Compensation Overview

Our executive compensation program has reflected our growth and development-oriented corporate culture. To date, the compensation of the individuals listed below, whom we refer to as our named executive officers, has primarily consisted of a combination of base salary, bonuses and long-term incentive compensation. Our named executive officers, like all of our full-time employees, are eligible to participate in our health and welfare benefit plans. As we transition from a private company to a publicly traded company, we will evaluate our compensation values and philosophy and compensation plans and arrangements as circumstances require. At a minimum, we expect to review executive compensation annually with input from a compensation consultant. As part of this review process, we expect the board of directors and the compensation committee to apply our values and philosophy, while considering the compensation levels needed to ensure our executive compensation program remains competitive. We will also review whether we are meeting our retention objectives and the potential cost of replacing a key employee.

Summary Compensation Table — 2017

The following table presents information regarding the total compensation awarded to, earned by, and paid to our named executive officer for services rendered to us in all capacities for the year ended December 31, 2017.

Name and Principal Position	Year	Salary ($)	Stock Awards ($)	Non-Equity Incentive Plan Compensation ($)[2]	Total ($)
Nagesh K. Mahanthappa Ph.D., President and Chief Executive Officer	2017	382,454	590,810[1]	147,245	1,120,509
Yung H. Chyung M.D., Chief Medical Officer	2017	359,660	165,200[3]	118,688	643,548
Elan Z. Ezickson, Chief Operating Officer & Head of Corporate Development	2017	354,447	108,643[4]	116,968	580,058
		1,096,561	864,653	$ 382,901	2,344,115

(1) $391,065 of this amount reflects the aggregate grant date fair value of a stock award granted during the year calculated in accordance with the provisions of Financial Accounting Standards Board Accounting Standard Codification Topic 718, *Compensation — Stock Compensation*. For information regarding assumptions underlying the valuation of this stock award, see Note 12 to our financial statements appearing at the end of this prospectus. The remaining $199,745 of this amount represents the incremental fair value resulting from the exchange of incentive units of Scholar Rock, LLC into shares of our common stock and restricted common stock in connection with the Reorganization, as further described in the section titled "Reorganization."

(2) Amounts reflect the cash incentive bonuses received by our named executive officers in 2018 for performance of services in 2017 and were based upon achievement of corporate performance goals.

(3) The amount reported for Dr. Chyung represents the incremental fair value resulting from the exchange of incentive units of Scholar Rock, LLC into shares of our common stock and restricted common stock in connection with the Reorganization. Dr. Chyung did not receive a stock award in 2017.

(4) The amount reported for Mr. Ezickson represents the incremental fair value resulting from the exchange of incentive units of Scholar Rock, LLC into shares of our common stock and restricted common stock in connection with the Reorganization. Mr. Ezickson did not receive a stock award in 2017.

Narrative Disclosure to 2017 Summary Compensation Table

Base Salary

Each named executive officer's base salary is a fixed component of annual compensation for performing specific duties and functions, and has been established by our board of directors taking into account each individual's role, responsibilities, skills, and experience.

Non-Equity Incentive Plan Compensation

Our annual bonus program is intended to reward our named executive officers for meeting objective or subjective individual and/or company-wide performance goals for a fiscal year. For 2017, our named executive officers received incentive compensation based upon achievement of corporate objectives.

Long-Term Equity Incentives

Our equity grant program is intended to align the interests of our named executive officers with those of our stockholders and to motivate them to make important contributions to our performance.

Employment Arrangements and Severance Agreements with Our Named Executive Officers

Nagesh K. Mahanthappa, Ph.D.

For the year ended December 31, 2017, the annual base salary for Dr. Mahanthappa was $382,454. For 2017, Dr. Mahanthappa was eligible to earn an annual cash incentive bonus targeted at 35% of his base salary, with the actual cash incentive bonus determined by the board of directors based on the achievement of specified corporate goals. Dr. Mahanthappa is also eligible to participate in the employee benefit plans available to our employees, subject to the terms of those plans.

Pursuant to Dr. Mahanthappa's offer letter, dated October 10, 2012, in the event that he is terminated by us without "cause" or he resigns for "good reason," subject to his execution of a separation agreement and general release, he will be entitled to (1) continuation of his base salary for a period of six successive months plus one additional successive month for each full year of service to us, up to a maximum of 12 total months following his termination of employment; provided, however, that such continuation of his base salary is subject to reduction in the event of his employment or self-employment after the initial three-month period, and (2) payment of health insurance premiums provided under COBRA following his termination of employment at the same rate as was in effect on the date of termination for a period of six successive months plus one additional successive month for each full year of service to us, up to a maximum of 12 total months. Additionally, in the event Dr. Mahanthappa is terminated without "cause" or he resigns for "good reason" within 18 months following a "sale event" (each as defined in his offer letter), he will be entitled to full acceleration of any unvested equity awards.

Yung H. Chyung, M.D.

For the year ended December 31, 2017, the annual base salary for Dr. Chyung was $359,660. For 2017, Dr. Chyung was eligible to earn an annual cash incentive bonus targeted at 30% of his base salary, with the actual cash incentive bonus determined by the board of directors based on the achievement of specified corporate goals. Dr. Chyung is also eligible to participate in the employee benefit plans available to our employees, subject to the terms of those plans.

Pursuant to Dr. Chyung's offer letter, dated February 2, 2016, in the event that he is terminated by us without "cause" or he resigns for "good reason," subject to his execution of a separation agreement and general release, he will be entitled to (1) continuation of his base salary for a period of six successive months plus one additional successive month for each full year of service to us, up to a maximum of nine total months following his termination of employment; provided, however, that such continuation of his base salary is subject to reduction in the event of his employment or self-employment after the initial three-month period, and (2) payment of health insurance premiums provided under COBRA following his termination of employment at the same rate as was in effect on the date of termination for a period of six successive months plus one additional successive month for each full year of service to us, up to a

maximum of nine total months. Additionally, in the event Dr. Chyung is terminated without "cause" or he resigns for "good reason" within 18 months following a "sale event" (each as defined in his offer letter), he will be entitled to full acceleration of any unvested equity awards.

Elan Z. Ezickson

For the year ended December 31, 2017, the annual base salary for Mr. Ezickson was $354,447. For 2017, Mr. Ezickson was eligible to earn an annual cash incentive bonus targeted at 30% of his base salary, with the actual cash incentive bonus determined by the board of directors based on the achievement of specified corporate goals. Mr. Ezickson is also eligible to participate in the employee benefit plans available to our employees, subject to the terms of those plans.

Pursuant to Mr. Ezickson's offer letter, dated July 17, 2014, in the event that he is terminated by us without "cause" or he resigns for "good reason," subject to his execution of a separation agreement and general release, he will be entitled to (1) continuation of his base salary for a period of six successive months plus one additional successive month for each full year of service to us, up to a maximum of nine total months following his termination of employment and (2) payment of health insurance premiums provided under COBRA following his termination of employment at the same rate as was in effect on the date of termination for a period of six successive months plus one additional successive month for each full year of service to us, up to a maximum of nine total months. Additionally, in the event Mr. Ezickson is terminated without "cause" or he resigns for "good reason" within 18 months following a "sale event" (each as defined in his offer letter), he will be entitled to full acceleration of any unvested equity awards.

Other Agreements

We have also entered into employee confidentiality, inventions assignment, non-solicitation and non-competition agreements with each of our named executive officers. Under such agreements, each named executive officer has agreed (1) not to compete with us during his or her employment and for a period of one year after the termination of such employment, (2) not to solicit our employees during his or her employment and for a period of one year after the termination of such employment, (3) to protect our confidential and proprietary information and (4) to assign to us related intellectual property developed during the course of his or her employment.

Outstanding Equity Awards as of December 31, 2017

The following table sets forth information concerning outstanding equity awards held by our named executive officers as of December 31, 2017:

Name and Principal Position	Number of Shares That Have Not Vested (#)[1]	Market Value of Shares That Have Not Vested ($)[2]
Nagesh K. Mahanthappa Ph.D., President and Chief Executive Officer[3]	515,576	1,041,464
Yung H. Chung M.D., Chief Medical Officer[4]	331,875	670,388
Elan Z. Ezickson, Chief Operating Officer & Head of Corporate Development[5]	381,252	770,129

(1) Stock award totals include shares of our restricted common stock received by the applicable named executive officer upon the exchange of incentive units of Scholar Rock, LLC in connection with the Reorganization.

(2) There was no public market for our common stock as of December 31, 2017. The fair market value of our common stock as of December 31, 2017, as determined by our board of directors, was $2.02 per share.

(3) Represents incentive units that were exchanged for restricted common stock in connection with the Reorganization from the following grants: (1) 617,000 units granted on November 12, 2014, which vest as follows: 20% vested on November 12, 2015 and the remainder vesting in equal quarterly installments for a period of 16 quarters thereafter, and (2) 403,160 units

granted on February 14, 2017, which vest in equal monthly installments over a period of four years beginning on August 12, 2016.

(4) Represents incentive units that were exchanged for restricted common stock in connection with the Reorganization from the following grants: (1) 492,000 share award granted on April 25, 2016, which shares vest as follows: 25% vested on February 25, 2017, with the remainder vesting in equal quarterly installments over a three year period thereafter, and (2) 98,000 share award granted on August 12, 2016, which shares vest as follows: 25% vested on February 25, 2017, with the remainder vesting in equal quarterly installments over a three year period thereafter.

(5) Represents incentive units that were exchanged for restricted common stock in connection with the Reorganization from the following grants: (1) 745,537 units granted on November 12, 2014, which vest as follows: 20% vested on August 1, 2015 and the remainder vesting in equal quarterly installments for a period of 16 quarters thereafter, and (2) 175,000 units granted on August 12, 2016, which vest in equal quarterly installments over a period of four years beginning on August 12, 2016.

Compensation Risk Assessment

We believe that although a portion of the compensation provided to our executive officers and other employees is performance-based, our executive compensation program does not encourage excessive or unnecessary risk taking. This is primarily due to the fact that our compensation programs are designed to encourage our executive officers and other employees to remain focused on both short-term and long-term strategic goals. As a result, we do not believe that our compensation programs are reasonably likely to have a material adverse effect on us.

Employee Benefit and Equity Compensation Plans

2018 Stock Option and Incentive Plan

Our 2018 Stock Option and Incentive Plan, or 2018 Plan, was adopted by our board of directors on , and approved by our stockholders on , and will become effective on the date immediately prior to the date on which the registration statement of which this prospectus is part is declared effective by the SEC. The 2018 Plan will replace our 2017 Stock Option and Grant Plan as our board of directors has determined not to make additional awards under that plan following the consummation of our initial public offering. The 2018 Plan allows the board of directors' compensation committee to make equity-based incentive awards to our officers, employees, directors and other key persons (including consultants).

We have initially reserved shares of our common stock for the issuance of awards under the 2018 Plan, the Initial Limit. The 2018 Plan provides that the number of shares reserved and available for issuance under the plan will automatically increase each January 1, beginning on January 1, 2019, by % of the outstanding number of shares of our common stock on the immediately preceding December 31 or such lesser number of shares as determined by our compensation committee, or the Annual Increase. These limits are subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization.

The shares we issue under the 2018 Plan will be authorized but unissued shares or shares we reacquire. The shares of common stock underlying any awards that are forfeited, cancelled, held back upon exercise or settlement of an award to satisfy the exercise price or tax withholding, reacquired by us prior to vesting, satisfied without the issuance of stock, expire or are otherwise terminated (other than by exercise) under the 2018 Plan and 2017 Plan will be added back to the shares of common stock available for issuance under the 2018 Plan.

The maximum aggregate number of shares that may be issued in the form of incentive stock options shall not exceed the Initial Limit cumulatively increased on January 1, 2019 and on each January 1 thereafter by the lesser of the Annual Increase for such year or shares of common stock.

The 2018 Plan will be administered by our compensation committee. Our compensation committee has full power to select, from among the individuals eligible for awards, the individuals to whom awards will be

granted, to make any combination of awards to participants, and to determine the specific terms and conditions of each award, subject to the provisions of the 2018 Plan. Persons eligible to participate in the 2018 Plan will be those full or part-time officers, employees, non-employee directors and other key persons (including consultants) as selected from time to time by our compensation committee in its discretion.

The 2018 Plan permits the granting of both options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Code and options that do not so qualify. The option exercise price of each option will be determined by our compensation committee but may not be less than 100% of the fair market value of our common stock on the date of grant. The term of each option will be fixed by our compensation committee and may not exceed ten years from the date of grant. Our compensation committee will determine at what time or times each option may be exercised.

Our compensation committee may award stock appreciation rights subject to such conditions and restrictions as it may determine. Stock appreciation rights entitle the recipient to shares of common stock, or cash, equal to the value of the appreciation in our stock price over the exercise price. The exercise price may not be less than 100% of the fair market value of our common stock on the date of grant. The term of each stock appreciation right will be fixed by our compensation committee and may not exceed ten years from the date of grant. Our compensation committee will determine at what time or times each stock appreciation right may be exercised.

Our compensation committee may award restricted shares of common stock and restricted stock units to participants subject to such conditions and restrictions as it may determine. These conditions and restrictions may include the achievement of certain performance goals and/or continued employment with us through a specified vesting period. Our compensation committee may also grant shares of common stock that are free from any restrictions under the 2018 Plan. Unrestricted stock may be granted to participants in recognition of past services or for other valid consideration and may be issued in lieu of cash compensation due to such participant. Our compensation committee may grant dividend equivalent rights to participants that entitle the recipient to receive credits for dividends that would be paid if the recipient had held a specified number of shares of common stock.

Our compensation committee may grant cash bonuses under the 2018 Plan to participants, subject to the achievement of certain performance goals.

The 2018 Plan provides that upon the effectiveness of a "sale event," as defined in the 2018 Plan, an acquirer or successor entity may assume, continue or substitute outstanding awards under the 2018 Plan. To the extent that awards granted under the 2018 Plan are not assumed or continued or substituted by the successor entity, upon the effective time of the sale event, such awards under the 2018 Plan shall terminate. In the event of such termination, individuals holding options and stock appreciation rights will be permitted to exercise such options and stock appreciation rights (to the extent exercisable) within a specified period of time prior to the sale event. In addition, in connection with the termination of the 2018 Plan upon a sale event, we may make or provide for a cash payment to participants holding vested and exercisable options and stock appreciation rights equal to the difference between the per share cash consideration payable to stockholders in the sale event and the exercise price of the options or stock appreciation rights and we may make or provide for a cash payment to participants holding other vested awards.

Our board of directors may amend or discontinue the 2018 Plan and our compensation committee may amend or cancel outstanding awards for purposes of satisfying changes in law or any other lawful purpose, but no such action may adversely affect rights under an award without the holder's consent. Certain amendments to the 2018 Plan require the approval of our stockholders.

No awards may be granted under the 2018 Plan after the date that is ten years from the date of stockholder approval of the 2018 Plan. No awards under the 2018 Plan have been made prior to the date hereof.

2017 Stock Option and Incentive Plan

Our 2017 Stock Option and Incentive Plan, or 2017 Plan, was approved and adopted by our board of directors on December 22, 2017, and approved by our stockholders on that same day. Under the 2017 Plan we reserved for issuance an aggregate of 9,864,278 shares of our common stock, subject to adjustment in the event of a stock split, reverse stock split, stock dividend, recapitalization, reclassification of shares, reorganization, or other similar change in our capitalization.

The shares of common stock underlying awards that are forfeited, cancelled, terminated, reacquired prior to vesting, satisfied without the issuance of shares of common stock, or withheld to cover the exercise price or tax withholding are added back to the shares of common stock available for issuance under the 2017 Plan.

Our board of directors has acted as administrator of the 2017 Plan. The administrator has full power to select, from among the individuals eligible for awards, the individuals to whom awards will be granted, and to determine the specific terms and conditions of each award, subject to the provisions of the 2017 Plan. Persons eligible to participate in the 2017 Plan are those full or part-time employees, key persons, officers and directors of, and consultants to, our company as selected from time to time by the administrator in its discretion.

The 2017 Plan permits the granting of (1) options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Internal Revenue Code of 1986, as amended, (2) options that do not so qualify, (3) restricted stock, (4) unrestricted stock, or (5) restricted stock units. For stock options, the administrator will determine the per share option exercise price and at what time or times each option may be exercised.

The 2017 Plan provides that upon the occurrence of a merger, reorganization, consolidation, liquidation, dissolution, sale of all or substantially all of the Company's assets, acquisition of a majority of our voting stock, or any other transaction that our board determines to be an acquisition of the business, or a Sale Event, all outstanding stock options shall terminate and all outstanding restricted stock and restricted stock units shall be forfeited if not assumed, continued, or substituted with comparable awards by the successor entity. In the event of such termination, holders will be permitted to exercise any vested options (including those that will become vested as a result of the Sale Event) or we may, in our sole discretion, cancel such options in exchange for a cash payment equal to the value payable per share of stock in the Sale Event multiplied by the number of shares subject to the vested portion of the option, less the aggregate exercise price. In the event that restricted stock is forfeited in connection with a Sale Event, the 2017 Plan provides that the holder shall be paid the lower of the purchase price paid for the restricted stock or the fair market value of the stock at the time of the sale event. The Company may, but is not required to, cancel the restricted stock in exchange for a price per share equal to the value payable per share of stock in the Sale Event.

Our board of directors may amend or discontinue the 2017 Plan at any time, subject to stockholder approval where such approval is required by applicable law. Our board of directors may also amend or cancel any outstanding award, provided that no amendment to an award may adversely affect a participant's rights without his or her consent.

The 2017 Plan will terminate automatically on December 22, 2027; however awards previously granted may extend beyond that date. As of April 25, 2018, 6,758,945 shares of common stock and restricted common stock and options to purchase 2,900,156 shares of common stock were outstanding under the 2017 Plan. Our board of directors has determined not to make any further awards under the 2017 Plan following the completion of this offering.

2018 Employee Stock Purchase Plan

On , our board of directors adopted the 2018 Employee Stock Purchase Plan, or 2018 ESPP, and on , our stockholders approved the 2018 ESPP. The 2018 ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Code. The 2018 ESPP initially reserves and authorizes the issuance of up to a total of shares of common stock to participating employees. The ESPP provides that the number of shares reserved and available for issuance will automatically increase each January 1, beginning on January 1, 2019, by the lesser of (i) shares of common stock, (ii) % of the outstanding number of shares of our common stock on the immediately preceding December 31 or (iii) such lesser number of shares as determined by the 2018 ESPP administrator. The number of shares reserved under the 2018 ESPP is subject to adjustment in the event of a stock split, stock dividend or other change in our capitalization.

All employees whose customary employment is for more than 20 hours per week are eligible to participate in the ESPP. However, any participating employee who would own 5% or more of the total combined voting power or value of all classes of stock after an option were granted under the ESPP would not be eligible to purchase shares under the 2018 ESPP.

We will make one or more offerings each year to our employees to purchase shares under the ESPP. Offerings will usually begin on each January 1 and July 1 and will continue for six-month periods, referred to as offering periods. Each eligible employee may elect to participate in any offering by submitting an enrollment form at least 15 business days before the relevant offering date.

Each employee who is a participant in the 2018 ESPP may purchase shares by authorizing payroll deductions of up to % of his or her base compensation during an offering period. Unless the participating employee has previously withdrawn from the offering, his or her accumulated payroll deductions will be used to purchase shares on the last business day of the offering period at a price equal to 85% of the fair market value of the shares on the first business day or the last business day of the offering period, whichever is lower. Under applicable tax rules, an employee may purchase no more than $25,000 worth of shares of common stock, valued at the start of the purchase period, under the ESPP in any calendar year.

The accumulated payroll deductions of any employee who is not a participant on the last day of an offering period will be refunded. An employee's rights under the 2018 ESPP terminate upon voluntary withdrawal from the plan or when the employee ceases employment with us for any reason.

The 2018 ESPP may be terminated or amended by our board of directors at any time. An amendment that increases the number of shares of common stock authorized under the ESPP and certain other amendments require the approval of our stockholders.

Senior Executive Cash Incentive Bonus Plan

On , our board of directors adopted the Senior Executive Cash Incentive Bonus Plan, or the Bonus Plan. The Bonus Plan provides for cash bonus payments based upon the attainment of performance targets established by our compensation committee. The payment targets will be related to financial and operational measures or objectives with respect to our company, or Corporate Performance Goals, as well as individual performance objectives.

Our compensation committee may select Corporate Performance Goals from among the following: cash flow (including, but not limited to, operating cash flow and free cash flow); sales or revenue; corporate revenue; earnings before interest, taxes, depreciation and amortization; net income (loss) (either before or after interest, taxes, depreciation and/or amortization); changes in the market price of our common stock; economic value-added; development, clinical, regulatory or commercial milestones; acquisitions or strategic transactions, partnerships or joint ventures; operating income (loss); return on capital, assets, equity, or

investment; stockholder returns; return on sales; gross or net profit levels; productivity; expense efficiency; margins; operating efficiency; customer satisfaction; working capital; earnings (loss) per share of our common stock; sales or market shares; number of customers; operating income and/or other strategic, financial or operational objectives, any of which may be measured in absolute terms, as compared to any incremental increase, in terms of growth, as compared to results of a peer group, against the market as a whole, compared to applicable market indices and/or measured on a pre-tax or post-tax basis.

Each executive officer who is selected to participate in the Bonus Plan will have a target bonus opportunity set for each performance period. The bonus formulas will be adopted in each performance period by the compensation committee and communicated to each executive. The Corporate Performance Goals will be measured at the end of each performance period after our financial reports have been published or such other appropriate time as the compensation committee determines. If the Corporate Performance Goals and individual performance objectives are met, payments will be made as soon as practicable following the end of each performance period. The Bonus Plan also permits the compensation committee to approve additional bonuses to executive officers in its sole discretion.

401(k) Plan

We maintain the Scholar Rock Holding Corporation 401(k) Plan, a tax-qualified retirement plan for our employees. Our 401(k) plan is intended to qualify under Section 401(k) of the Code so that contributions to our 401(k) plan by employees or by us, and the investment earnings thereon, are not taxable to the employees until withdrawn from our 401(k) plan, and so that contributions by us, if any, will be deductible by us when made. Under our 401(k) plan, employees may elect to reduce their current compensation by up to the statutorily prescribed annual limit and to have the amount of such reduction contributed to our 401(k) plan. We have not historically made any discretionary matching contributions under our 401(k) plan but may do so in the future.

Limitations on Liability and Indemnification Matters

Our amended and restated certificate of incorporation contains provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by the Delaware General Corporation Law, or DGCL. Consequently, our directors are not personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; or
- any transaction from which the director derived an improper personal benefit.

Our amended and restated bylaws require us to indemnify our directors and officers to the maximum extent not prohibited by the DGCL and allow us to indemnify other employees and agents as set forth in the DGCL. Subject to certain limitations, our amended and restated bylaws also require us to advance expenses incurred by our directors and officers for the defense of any action for which indemnification is required or permitted.

We have entered, and intend to continue to enter, into separate indemnification agreements with our directors, officers and certain of our key employees, in addition to the indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws. These agreements, among other things, require us to indemnify our directors, officers and key employees for certain expenses, including attorneys' fees, judgments, penalties, fines and settlement amounts actually incurred by these individuals in any action or proceeding arising out of their service to us or any of our subsidiaries or any other company or enterprise to which these individuals provide services at our request. Subject to certain

limitations, our indemnification agreements also require us to advance expenses incurred by our directors, officers and key employees for the defense of any action for which indemnification is required or permitted

We believe that provisions of our amended and restated certificate of incorporation, amended and restated bylaws and indemnification agreements are necessary to attract and retain qualified directors, officers and key employees. We also maintain directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against our directors and officers for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions.

At present, there is no pending litigation or proceeding involving any of our directors or executive officers as to which indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, executive officers or persons controlling us, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

DIRECTOR COMPENSATION

The following table presents the total compensation for each person who served as a non-employee member of our board of directors and received compensation for such service during the year ended December 31, 2017. Other than as set forth in the table and described more fully below, we did not pay any compensation, make any additional equity awards or non-equity awards to, or pay any other compensation to any of the non-employee members of our board of directors in 2017. We reimburse non-employee members of our board of directors for reasonable travel and out-of-pocket expenses incurred in attending meetings of our board of directors and committees of our board of directors.

We also do not, and do not expect to, provide separate compensation to our directors who are also our employees, such as Dr. Mahanthappa, our President and Chief Executive Officer. Dr. Mahanthappa's compensation as an executive officer is reported above in "Executive Compensation — Summary Compensation Table."

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)(1)	Total ($)
David Hallal	75,000(3)	1,453,425(2)(3)	1,528,425
Katrine Bosley(4)	—	61,594(5)	61,594
Kristina Burow(6)	—	—	—
Jeffrey Flier(11)	—	27,440(7)	27,440
Michael Gilman(11)	—	11,780(8)	11,780
Amir Nashat, Sc.D.(9)	—	—	—
Timothy A. Springer, Ph.D.(11)	—	—	—

(1) As of December 31, 2017, our directors held the following number of shares of restricted common stock: David Hallal (730,890 shares), Jeffrey Flier (73,500 shares) and Michael Gilman (30,407 shares). Katrine Bosley, Kristina Burow, Amir Nashat, Sc.D. and Timothy A. Springer, Ph.D. did not hold any unvested shares as of December 31, 2017.

(2) $1,152,717 of this amount reflects the aggregate grant date fair value of stock awards granted during 2017 calculated in accordance with the provisions of Financial Accounting Standards Board Accounting Standard Codification Topic 718, *Compensation — Stock Compensation*. For information regarding assumptions underlying the valuation of stock awards, see Note 12 to our financial statements appearing at the end of this prospectus. The amount reported for Mr. Hallal includes the incremental fair value of $300,708 resulting from the exchange of incentive units of Scholar Rock, LLC into shares of restricted and unrestricted common stock of Scholar Rock Holding Corporation in connection with the Reorganization. Pursuant to the Hallal Letter Agreement, Mr. Hallal's equity is subject to (1) an additional six months of vesting if Mr. Hallal's service is terminated without "cause" (as defined in the Hallal Letter Agreement) and Mr. Hallal has provided at least six months of service as of that date and (2) full acceleration upon the consummation of a "sale event" (as defined in the Hallal Letter agreement).

(3) Pursuant to a letter agreement entered into between Mr. Hallal and the Company (the "Hallal Letter Agreement"), Mr. Hallal is eligible to receive an annual retainer equal to $150,000, payable on a quarterly basis. The amounts reported in this column represent Mr. Hallal's annual retainer, from July 1, 2017, the date he joined the Board.

(4) Ms. Bosley resigned from our board of directors on February 21, 2017. Any unvested portion of her stock award accelerated and became fully vested as of the date of her resignation.

(5) The amount reported for Ms. Bosley includes the incremental fair value of $11,780 resulting from the exchange of incentive units of Scholar Rock, LLC into shares of common stock of Scholar Rock Holding Corporation in connection with the Reorganization.

(6) Ms. Burow did not receive compensation in connection with serving as a director.

(7) The amount reported for Mr. Flier represents the incremental fair value resulting from of the exchange of incentive units of the Scholar Rock, LLC into shares of restricted and unrestricted common stock of Scholar Rock Holding Corporation in connection with the Reorganization.

(8) The amount reported for Mr. Gilman represents the incremental fair value resulting from the exchange of incentive units of Scholar Rock, LLC into shares our shares of restricted and unrestricted common stock of Scholar Rock Holding Corporation in connection with the Reorganization.

(9) Dr. Nashat did not receive compensation in connection with serving as a director.

(10) Dr. Springer did not receive compensation in connection with serving as a director.

(11) Drs. Flier, Gilman and Springer each received compensation in connection with consulting services provided by each individual to us. See the section titled "Certain Relationships and Related Party Transactions" for more details on the consulting services provided to us by Dr. Springer.

Non-Employee Director Compensation Policy

Our board of directors intends to adopt a non-employee director compensation policy, to be effective upon effectiveness of the registration statement of which this prospectus forms a part, that is designed to enable us to attract and retain, on a long-term basis, highly qualified non-employee directors. Under the policy, each director who is not an employee will be paid cash compensation from and after the completion of this offering, as set forth below:

	Member Annual Fee ($)	Chairman Additional Annual Fee ($)
Board of Directors		
Audit Committee		
Compensation Committee		
Nominating and Corporate Governance Committee		

In addition, each non-employee director serving on our board of directors upon completion of this offering and each non-employee director elected or appointed to our board of directors following the completing of this offering will be granted a one-time equity award of shares on the date of such director's election or appointment to the board of directors, which will vest annually over three years, subject to continued service through such vesting dates. On the date of each annual meeting of stockholders of our company, each non-employee director will be granted an annual equity award of shares, which will vest in full of the earlier to occur of the first anniversary of the date of grant or the next annual meeting, subject to continued service as a director through such vesting date.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Other than the compensation agreements and other arrangements described under "Executive Compensation" and "Director Compensation" in this prospectus and the transactions described below, since December 31, 2014, there has not been and there is not currently proposed, any transaction or series of similar transactions to which we were, or will be, a party in which the amount involved exceeded, or will exceed, $120,000 and in which any director, executive officer, holder of 5% or more of any class of our capital stock or any member of the immediate family of, or entities affiliated with, any of the foregoing persons, had, or will have, a direct or indirect material interest.

Series A-3 Convertible Preferred Unit Financing

On February 12, 2015, we sold an aggregate of 5,579,709 Series A-3 convertible preferred units at a purchase price of $1.38 per unit, pursuant to a unit purchase agreement entered into with certain of our investors. Certain investors holding bridge units, originally issued in 2014, exchanged such bridge units for shares of our Series A-3 convertible preferred units. The following table summarizes purchases of our Series A-3 convertible preferred units by related persons:

5% Stockholder	Series A-3 Convertible Preferred Units[1] (#)	Total Purchase Price ($)
Entities Affiliated with Polaris Venture Partners VI, L.P.[2]	1,449,275	2,000,000
ARCH Venture Fund VIII, L.P.[3]	1,811,595	2,500,001
Timothy A. Springer, Ph.D.[4]	1,449,275	2,000,000
Entities Affiliated with EcoRl Capital Fund Qualified, L.P.[5]	513,043	707,999

(1) All outstanding Series A-3 convertible preferred units were exchanged for our shares of Series A-3 convertible preferred stock on a one-for-one basis on December 22, 2017 in connection with the Reorganization.

(2) Polaris Venture Partners VI, L.P. is an affiliate fund of Polaris Venture Partners Founders' Fund VI, L.P. and is a holder of 5% or more of our capital stock. The amount set forth in the table consists of (1) 1,369,259 Series A-3 convertible preferred units purchased by Polaris Venture Partners VI, L.P. and (2) 80,016 Series A-3 convertible preferred units purchased by Polaris Venture Partners Founders' Fund VI, L.P. Amir Nashat, Sc.D., a partner at Polaris Venture Partners VI, is a member of our board of directors.

(3) Kristina Burow is a managing director of ARCH Venture Fund VIII, L.P. ARCH Venture Fund VIII, L.P. is a holder of 5% or more of our capital stock.

(4) Timothy A. Springer, Ph.D. is holder of 5% or more of our capital stock and is a member of our board of directors.

(5) EcoRl Capital Fund Qualified, L.P. is an affiliate fund of EcoRl Capital Fund, L.P., and is a holder of 5% or more of our capital stock. The amount set forth in the table consists of (1) 318,076 Series A-3 convertible preferred units purchased by EcoRl Capital Fund Qualified, L.P. and (2) 194,967 Series A-3 convertible preferred units purchased by EcoRl Capital Fund, L.P.

Series A-4 Convertible Preferred Unit Financing

On September 21, 2015, we sold an aggregate of 3,906,738 Series A-4 convertible preferred units at a purchase price of $1.587 per unit, pursuant to a unit purchase agreement entered into with certain of our investors. The following table summarizes purchases of our Series A-4 convertible preferred units by related persons:

5% Stockholder	Series A-3 Convertible Preferred Units[1] (#)	Total Purchase Price ($)
Entities Affiliated with Polaris Venture Partners VI, L.P.[2]	787,649	1,249,999
ARCH Venture Fund VIII, L.P.[3]	1,575,299	2,500,000
Timothy A. Springer, Ph.D.[4]	787,649	1,249,999
Entities Affiliated with EcoRl Capital Fund Qualified, L.P.[5]	446,123	707,997

(1) All outstanding Series A-4 convertible preferred units were exchanged for our shares of Series A-4 convertible preferred stock on a one-for-one basis on December 22, 2017 in connection with the Reorganization.

(2) Polaris Venture Partners VI, L.P. is an affiliate fund of Polaris Venture Partners Founders' Fund VI, L.P. and is a holder of 5% or more of our capital stock. The amount set forth in the table consists of (1) 744,162 Series A-4 convertible preferred units purchased by Polaris Venture Partners VI, L.P. and (2) 43,487 Series A-4 convertible preferred units purchased by Polaris Venture Partners Founders' Fund VI, L.P. Dr. Nashat, Sc.D., a partner at Polaris Venture Partners VI, is a member of our board of directors.

(3) Kristina Burow is a managing director of ARCH Venture Fund VIII, L.P. ARCH Venture Fund VIII, L.P. is a holder of 5% or more of our capital stock.

(4) Timothy A. Springer, Ph.D. is holder of 5% or more of our capital stock and is a member of our board of directors.

(5) EcoRl Capital Fund Qualified, L.P. is an affiliate fund of EcoRl Capital Fund, L.P., and is a holder of 5% or more of capital stock. The amount set forth in the table consists of (1) 276,587 Series A-4 convertible preferred units purchased by EcoRl Capital Fund Qualified, L.P. and (2) 169,536 Series A-4 convertible preferred units purchased by EcoRl Capital Fund, L.P.

Series B Convertible Preferred Unit Financing

On December 17, 2015, and May 18, 2017, we sold an aggregate of 13,526,994 Series B convertible preferred units at a purchase price of $3.00 per unit, pursuant to a unit purchase agreement entered into with certain of our investors. The following table summarizes purchases of our Series B convertible preferred units by related persons:

5% Stockholder	Series B Convertible Preferred Units[1](#)	Total Purchase Price ($)
Entities Affiliated with Polaris Venture Partners VI, L.P.[2]	2,094,875	6,284,625
ARCH Venture Fund VIII, L.P.[3]	2,054,197	6,162,591
Timothy A. Springer, Ph.D.[4]	2,094,875	6,284,625
Entities Affiliated with EcoRl Capital Fund Qualified, L.P.[5]	976,068	2,928,204
Entities Affiliated with Fidelity Management and Research Company[6]	5,360,334	16,081,002

(1) All outstanding Series B convertible preferred units were exchanged for our shares of our Series B convertible preferred stock on a one-for-one basis on December 22, 2017 in connection with the Reorganization.

(2) Polaris Venture Partners VI, L.P. is an affiliate fund of Polaris Venture Partners Founders' Fund VI, L.P. and is a holder of 5% or more of our capital stock. The amount set forth in the table consists of (1) 1,979,216 Series B convertible preferred units purchased by Polaris Venture Partners VI, L.P. and (2) 115,659 Series B convertible preferred units purchased by Polaris Venture Partners Founders' Fund VI, L.P. Dr. Nashat, Sc.D., a partner at Polaris Venture Partners VI, is a member of our board of directors.

(3) Kristina Burow is a managing director of ARCH Venture Fund VIII, L.P. ARCH Venture Fund VIII, L.P. is a holder of 5% or more of our capital stock.

(4) Timothy A. Springer, Ph.D. controls TAS Partners, LLC. Dr. Springer is holder of 5% or more of our capital stock and a member of our board of directors. The amount set forth in the table consists of (1) 666,666 shares of Series B convertible preferred units purchased by TAS Partners, LLC and (2) 1,428,209 shares of Series B convertible preferred units purchased by Dr. Springer.

(5) EcoRl Capital Fund Qualified, L.P. is an affiliate fund of EcoRl Capital Fund, L.P. and is a holder of 5% or more of our capital stock. The amount set forth in the table consists of (1) 687,152 shares of Series B convertible preferred units purchased by EcoRl Capital Fund Qualified, L.P. and (2) 288,916 shares of Series B convertible preferred units purchased by EcoRl Capital Fund, L.P.

(6) Fidelity Management and Research Company is an affiliate of Fidelity Advisor Series VII: Biotechnology Fund and Fidelity Select Portfolios: Biotechnology Portfolio and is a beneficial owner of 5% or more of our capital stock. The amount set forth in the table consists of (1) 1,083,994 shares of Series B convertible preferred units held by Fidelity Advisor Series VII: Biotechnology Fund and (2) 4,276,340 shares of Series B convertible preferred units purchased by Fidelity Select Portfolios: Biotechnology Portfolio.

Series C Convertible Preferred Stock Financing

On December 22, 2017, immediately following the Reorganization, we sold an aggregate of 13,055,555 shares of our Series C convertible preferred stock at a purchase price of $3.60 per share, pursuant to stock purchase agreement entered into with certain of our investors. The following table summarizes purchases of our Series C convertible preferred stock by related persons:

5% Stockholder	Series C Preferred Stock (#)	Total Purchase Price ($)
Entities Affiliated with Polaris Venture Partners VI, L.P.(1)	855,391	3,079,408
ARCH Venture Fund VIII, L.P.(2)	838,780	3,019,608
Timothy A. Springer, Ph.D.(3)	855,391	3,079,408
Entities Affiliated with EcoRl Capital Fund Qualified, L.P.(4)	415,343	1,495,235
Entities Affiliated with Fidelity Management and Research Company(5)	2,777,778	10,000,001
Artal International SCA(6)	5,555,556	20,000,002

(1) Polaris Venture Partners VI, L.P. is an affiliate fund of Polaris Venture Partners Founders' Fund VI, L.P. and is a holder of 5% or more of our capital stock. The amount set forth in the table consists of (1) 808,166 shares of Series C convertible preferred stock purchased by Polaris Venture Partners VI, L.P. and (2) 47,225 shares of Series C convertible preferred stock purchased by Polaris Venture Partners Founders' Fund VI, L.P. Dr. Amir Nashat, Sc.D., a partner at Polaris Venture Partners VI, is a member of our board of directors.

(2) Kristina Burow is a managing director of ARCH Venture Fund VIII, L.P. ARCH Venture Fund VIII, L.P. is a holder of 5% or more of our capital stock.

(3) Timothy A. Springer, Ph.D. is holder of 5% or more of our capital stock and a member of our board of directors

(4) EcoRl Capital Fund Qualified, L.P. is an affiliate fund of EcoRl Capital Fund, L.P., and is a holder of 5% or more of our capital stock. The amount set forth in the table consists of (1) 328,036 shares of Series C convertible preferred stock held by EcoRl Capital Fund Qualified, L.P. and (2) 87,307 shares of Series C convertible preferred stock held by EcoRl Capital Fund, L.P.

(5) Fidelity Management and Research Company is an affiliate of Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund State Street Bank & Trust, Fidelity Growth Company Commingled Pool and Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund BNY Mellon, and is a beneficial owner of 5% or more of our capital stock. The amount set forth in the table consists of (1) 267,635 shares of Series C convertible preferred stock purchased by Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund State Street Bank & Trust, (2) 1,166,154 shares of Series C convertible preferred stock purchased by Fidelity Growth Company Commingled Pool, and (3) 1,343,989 shares of Series C convertible preferred stock purchased by Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund BNY Mellon.

(6) Artal International SCA is a holder of 5% or more of our capital stock.

Consulting Agreements

The Company entered into a consulting agreement on October 10, 2012 with Timothy A. Springer, Ph.D. to provide services related to the advancement of the research and development platform of the company.

The consulting arrangement is on a fixed-fee basis, paid quarterly. The initial contract term was four years and terminated on October 10, 2016. The contract was extended for an additional four year period. The Company incurred $80,000 of consulting expense related to this contract, in each year, for the years ended December 31, 2016 and 2017.

Indemnification Agreements

In connection with this offering, we intend to enter into agreements to indemnify our directors and executive officers. These agreements will, among other things, require us to indemnify these individuals for certain expenses (including attorneys' fees), judgments, fines and settlement amounts reasonably incurred by such person in any action or proceeding, including any action by or in our right, on account of any services undertaken by such person on behalf of our company or that person's status as a member of our board of directors to the maximum extent allowed under Delaware law.

Investors' Rights Agreement

In connection with our Series C convertible preferred stock financing, we entered into an investors' rights agreement with certain of our stockholders, including related persons. The investors' rights agreement among other things:

- grants such stockholders certain registration rights with respect to shares of our common stock, including shares of common stock issued or issuable upon conversion of our convertible preferred stock;
- obligates us to deliver periodic financial statements to any stockholder who holds at least 1,000,000 shares of our convertible preferred stock, which we refer to as a "Majority Investors;"
- grants a right of first offer with respect to sales of our shares by us, subject to specified exclusions (which exclusions include the sale of the shares in connection with this offering), to qualified holders; and
- requires us to reimburse certain legal expenses of the investors in connection with future financings or a liquidation event.

For more information regarding the registration rights provided in this agreement, please refer to the section of this prospectus titled "Description of Capital Stock — Registration Rights."

Certain provisions of this agreement, including the covenants described above, will terminate automatically upon completion of this offering. This is not a complete description of the investors' rights agreement and is qualified by the full text of the investors' rights agreement filed as an exhibit to the registration statement of which this prospectus is a part.

Voting Agreement

In connection with our Series C convertible preferred stock financing, we entered into a voting agreement with certain of our stockholders, including related persons. The voting agreement among other things: provides the terms for the voting of shares with respect to the constituency of our board of directors.

This voting agreement will terminate automatically upon completion of this offering. This is not a complete description of the voting agreement and is qualified by the full text of the voting agreement filed as an exhibit to the registration statement of which this prospectus is a part.

Right of First Refusal and Co-Sale Agreement

In connection with our Series C convertible preferred stock financing, we entered into a right of first refusal and co-sale agreement with certain of our stockholders, including related persons. The right of first refusal and co-sale agreement, among other things:

- grants our investors certain rights of first refusal and co-sale with respect to proposed transfers of our securities by certain stockholders; and
- grants us certain rights of first refusal with respect to proposed transfers of our securities by certain stockholders.

The right of first refusal and co-sale agreement will terminate automatically upon completion of this offering. This is not a complete description of the right of first refusal and co-sale agreement and is qualified by the full text of right of first refusal and co-sale agreement filed as an exhibit to the registration statement of which this prospectus is a part.

Policies for Approval of Related Party Transactions

Our board of directors reviews and approves transactions with directors, officers and holders of five percent or more of our voting securities and their affiliates, each a related party. Prior to this offering, the material facts as to the related party's relationship or interest in the transaction are disclosed to our board of directors prior to their consideration of such transaction, and the transaction is not considered approved by our board of directors unless a majority of the directors who are not interested in the transaction approve the transaction. Further, when stockholders are entitled to vote on a transaction with a related party, the material facts of the related party's relationship or interest in the transaction are disclosed to the stockholders, who must approve the transaction in good faith.

In connection with this offering, we expect to adopt a written related party transactions policy that such transactions must be approved by our audit committee. This policy will become effective on the date on which the registration statement of which this prospectus is part is declared effective by the SEC. Pursuant to this policy, the audit committee has the primary responsibility for reviewing and approving or disapproving "related party transactions," which are transactions between us and related persons in which the aggregate amount involved exceeds or may be expected to exceed $120,000 and in which a related person has or will have a direct or indirect material interest. For purposes of this policy, a related person will be defined as a director, executive officer, nominee for director, or greater than 5% beneficial owner of our common stock, in each case since the beginning of the most recently completed year, and their immediate family members.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information known to us regarding beneficial ownership of our capital stock as of December 31, 2017, as adjusted to reflect the sale of common stock offered by us in this offering, for:

- each person or group of affiliated persons known by us to be the beneficial owner of more than 5% of our capital stock;
- each of our named executive officers;
- each of our directors; and
- all of our executive officers and directors as a group.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Under those rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power, and includes securities that the individual or entity has the right to acquire, such as through the exercise of stock options, within 60 days of December 31, 2017. Except as noted by footnote, and subject to community property laws where applicable, we believe, based on the information provided to us, that the persons and entities named in the table below have sole voting and investment power with respect to all common stock shown as beneficially owned by them.

The percentage of beneficial ownership prior to this offering in the table below is based on shares of common stock deemed to be outstanding as of December 31, 2017, assuming the conversion of all outstanding shares of our convertible preferred stock upon the completion of this offering into an aggregate of 43,135,911 shares of common stock upon the completion of this offering, and the percentage of beneficial ownership after this offering in the table below is based on shares of common stock assumed to be outstanding after the completion of the offering.

Name of Beneficial Owner[1]	Number of Shares Beneficially Owned Prior to Offering	Percentage of Shares Beneficially Owned	
		Before Offering	After Offering
5% or greater stockholders:			
Timothy A. Springer, Ph.D.[2]	9,928,982	18.23%	
Affiliates of Fidelity Management and Research Company[3]	8,138,112	14.94	
Entities Affiliated with Polaris Venture Partners VI, L.P[4]	7,678,981	14.10	
ARCH Venture Fund VIII, L.P.[5]	7,529,869	13.82	
Artal International SCA[6]	5,555,556	10.20	
EcoRl Capital Fund Qualified, LP[7]	2,842,244	5.22	
Named executive officers and directors:			
Nagesh K. Mahanthappa, Ph.D.[8]	1,770,160	3.25	
Yung H. Chyung, M.D.[9]	590,000	1.08	
Elan Z. Ezickson[10]	920,537	1.69	
David Hallal[11]	835,302	1.53	
Kristina Burow[12]	7,529,869	13.82	
Jeffrey S. Flier, M.D.[13]	125,000	*	
Michael Gilman, Ph.D.[14]	125,500	*	
Amir Nashat, Sc.D.[15]	7,678,981	14.10	
Timothy A. Springer, Ph.D.[2]	9,928,982	18.23	
All executive officers and directors as a group (10 persons)	29,954,331	54.99%	

* Represents less than 1%.

(1) Address is c/o Scholar Rock Holding Corporation, 620 Memorial Dr., 2nd Floor, Cambridge, MA, unless otherwise indicated.

(2) Consists of (i) 2,250,000 shares of common stock, (ii) 1,000,000 shares of common stock issuable upon conversion of shares of Series A-1 convertible preferred stock, (iii) 1,491,792 shares of common stock issuable upon conversion of shares of Series A-2 convertible preferred stock, (iv) 1,449,275 shares of common stock issuable upon conversion of shares of Series A-3 convertible preferred stock, (v) 787,649 shares of common stock issuable upon conversion of shares of Series A-4 convertible preferred stock held by TAS Partners LLC, (vi) 2,094,875 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock, and (vii) 855,391 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock.

(3) Consists of (i) 1,083,994 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock held by Fidelity Advisor Series VII: Biotechnology Fund, (ii) 4,276,340 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock held by Fidelity Select Portfolios: Biotechnology Portfolio, (iii) 267,635 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock held by Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund State Street Bank & Trust, (iv) 1,166,154 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock held by Fidelity Growth Company Commingled Pool, and (v) 1,343,989 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock held by Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund. The Funds that hold shares of our capital stock are managed by direct or indirect subsidiaries of Fidelity Management & Research, LLC, or FMR LLC. Edward C. Johnson 3rd is a Director and the Chairman of FMR LLC and Abigail P. Johnson is a Director, the Vice Chairman and the President of FMR LLC. Members of the family of Edward C. Johnson 3rd, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940, to form a controlling group with respect to FMR LLC. Neither FMR LLC nor Edward C. Johnson 3rd nor Abigail P. Johnson has the sole power to vote or direct the voting of the shares owned directly by the various investment companies registered under the Investment Company Act, or Fidelity Funds, advised by Fidelity Management & Research Company, or FMR Co, a wholly owned subsidiary of FMR LLC, which power resides with the Fidelity Funds' Boards of Trustees. Fidelity Management & Research Company carries out the voting of the shares under written guidelines established by the Fidelity Funds' Boards of Trustees.

(4) Consists of (i) 944,789 shares of common stock issuable upon conversion of shares of Series A-1 convertible preferred stock held by Polaris Venture Partners VI, L.P., (ii) 55,211 shares of common stock issuable upon conversion of shares of Series A-1 convertible preferred stock held by Polaris Venture Partners Founders Fund VI, L.P., (iii) 1,409,429 shares of common stock issuable upon conversion of shares of Series A-2 convertible preferred stock held by Polaris Venture Partners VI, L.P., (iv) 82,363 shares of common stock issuable upon conversion of shares of Series A-2 convertible preferred stock held by Polaris Venture Partners Founders Fund VI, L.P., (v) 1,369,259 shares of common stock issuable upon conversion of shares of Series A-3 convertible preferred stock held by Polaris Venture Partners VI, L.P., (vi) 80,015 shares of common stock issuable upon conversion of shares of Series A-3 convertible preferred stock held by Polaris Venture Partners Founders Fund VI, L.P., (vii) 744,162 shares of common stock issuable upon conversion of shares of Series A-4 convertible preferred stock held by Polaris Venture Partners VI, L.P., (viii) 43,487 shares of common stock issuable upon conversion of shares of Series A-4 convertible preferred stock held by Polaris Venture Partners Founders Fund VI, L.P., (ix) 1,979,216 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock held by Polaris Venture Partners VI, L.P., (x) 115,659 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock held by Polaris Venture Partners Founders Fund VI, L.P., (xi) 808,166 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock held by Polaris Venture Partners VI, L.P., and (xii) 47,225 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock held by Polaris Venture Partners Founders Fund VI, L.P. Polaris Venture Management Co. VI, L.L.C. is a general partner of each of the funds that hold shares of our capital stock and may be deemed to have the sole voting and dispositive power over the shares held by these funds. Dr. Amir Nashat, a member of our board of directors, is a Managing Partner of Polaris Partners and may be deemed to share voting and dispositive power over the shares held by these funds. The address of the Polaris funds is Polaris Funds is One Marina Park Drive, 10th Floor, Boston, Massachusetts 02210.

(5) Consists of (i) 1,249,999 shares of common stock issuable upon conversion of shares of Series A-2 convertible preferred stock, (ii) 1,811,594 shares of common stock issuable upon conversion of shares of Series A-3 convertible preferred stock, (iii) 1,575,299 shares of common stock issuable upon conversion of shares of Series A-4 convertible preferred stock, (iv) 2,054,197 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock, and (v) 838,780 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock. The sole general partner of this fund is ARCH Venture Partners VIII, L.P. or ARCH Partners VIII, which may be deemed to beneficially own the shares held by this fund. The sole general partner of ARCH Partners VIII is ARCH Venture Partners VIII, LLC or ARCH VIII LLC, which may be deemed to beneficially own the shares held by this fund. ARCH Partners VIII and ARCH VIII LLC disclaim beneficial ownership of such shares, except to the extent of any pecuniary interest therein. The managing

directors of ARCH VIII LLC are Keith L. Crandell, Clinton Bybee and Robert Nelsen, and they may be deemed to beneficially own the shares held by this fund. Messrs. Crandell, Bybee and Nelsen disclaim beneficial ownership of such shares, except to the extent of any pecuniary interest therein.

(6) Consists of 5,555,556 shares of Series C convertible preferred stock.

(7) Consists of (i) 186,843 shares of common stock issuable upon conversion of shares of Series A-2 convertible preferred stock held by EcoRl Capital Fund, LP, (ii) 304,823 shares of common stock issuable upon conversion of shares of Series A-2 convertible preferred stock held by EcoRl Capital Fund Qualified, LP, (iii) 194,967 shares of common stock issuable upon conversion of shares of Series A-3 convertible preferred stock held by EcoRl Capital Fund, LP, (iv) 318,076 shares of common stock issuable upon conversion of shares of Series A-3 convertible preferred stock held by EcoRl Capital Fund Qualified, LP, (v) 169,536 shares of common stock issuable upon conversion of shares of Series A-4 convertible preferred stock held by EcoRl Capital Fund, LP, (vi) 276,588 shares of common stock issuable upon conversion of shares of Series A-4 convertible preferred stock held by EcoRl Capital Fund Qualified, LP, (vii) 288,916 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock held by EcoRl Capital Fund, LP, (viii) 687,152 shares of common stock issuable upon conversion of shares of Series B convertible preferred stock held by EcoRl Capital Fund Qualified, LP, (ix) 87,307 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock held by EcoRl Capital Fund, LP, and (x) 328,036 shares of common stock issuable upon conversion of shares of Series C convertible preferred stock held by EcoRl Capital Fund Qualified, LP. EcoR1 Capital, LLC, as the sole general partner of EcoR1 Capital Fund, L.P. and EcoR1 Capital Fund Qualified, L.P., may be deemed to beneficially own the shares held of record by EcoR1 Capital Fund, L.P. and EcoR1 Capital Fund Qualified, L.P. The address of the EcoR1 funds is 409 Illinois Street, San Francisco, CA 94158.

(8) Consists of 1,770,160 shares of common stock and restricted common stock.

(9) Consists of 590,000 shares of common stock and restricted common stock.

(10) Consists of 920,537 shares of common stock and restricted common stock.

(11) Consists of 835,302 shares of common stock and restricted common stock.

(12) Consists of the shares described in footnote (5) above. Kristina Burow one of our directors, is a managing director at ARCH Venture Partners. Ms. Burow owns an interest in ARCH Partners VIII but does not have voting or investment control over the shares held by the fund, and disclaims beneficial ownership of such shares, except to the extent of any pecuniary interest therein. The address of the fund is 8755 West Higgins Road, Suite 1025, Chicago, Illinois 60631.

(13) Consists of 125,000 shares of common stock and restricted common stock.

(14) Consists of 125,500 shares of common stock and restricted common stock.

(15) Consists of the shares described in footnote (4) above. Dr. Nashat is a partner at Polaris Venture Partners VI, L.P. and shares voting and investment control with respect to these shares. Dr. Nashat disclaims beneficial ownership of all shares held by Polaris Venture Partners VI, L.P. except to the extent of any pecuniary interest therein.

DESCRIPTION OF CAPITAL STOCK

The following descriptions are summaries of the material terms of our amended and restated certificate of incorporation, which will be effective upon the completion of this offering and amended and restated by-laws, which will be effective upon the effectiveness of the registration statement of which this prospectus is a part. The descriptions of the common stock and convertible preferred stock give effect to changes to our capital structure that will occur immediately prior to the completion of this offering.

General

Upon completion of this offering, our authorized capital stock will consist of shares of common stock, par value $0.001 per share, and shares of convertible preferred stock, par value $0.001 per share, all of which shares of convertible preferred stock will be undesignated.

As of , 2018, shares of our common stock and shares of convertible preferred stock were outstanding and held by stockholders of record. This amount does not take into account the conversion of all outstanding shares of our convertible preferred stock into common stock upon the completion of this offering.

Common Stock

The holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of the stockholders. The holders of our common stock do not have any cumulative voting rights. Holders of our common stock are entitled to receive ratably any dividends declared by our board of directors out of funds legally available for that purpose, subject to any preferential dividend rights of any outstanding convertible preferred stock. Our common stock has no preemptive rights, conversion rights or other subscription rights or redemption or sinking fund provisions.

In the event of our liquidation, dissolution or winding up, holders of our common stock will be entitled to share ratably in all assets remaining after payment of all debts and other liabilities and any liquidation preference of any outstanding convertible preferred stock. The shares to be issued by us in this offering will be, when issued and paid for, validly issued, fully paid and non-assessable.

Preferred Stock

Upon the completion of this offering, all outstanding shares of our convertible preferred stock will be converted into shares of our common stock. Upon the consummation of this offering, our board of directors will have the authority, without further action by our stockholders, to issue up to shares of convertible preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting, or the designation of, such series, any or all of which may be greater than the rights of common stock. The issuance of our convertible 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 our liquidation. In addition, the issuance of convertible preferred stock could have the effect of delaying, deferring or preventing a change in control of our company or other corporate action. Immediately after consummation of this offering, no shares of convertible preferred stock will be outstanding, and we have no present plan to issue any shares of convertible preferred stock.

Registration Rights

Upon the completion of this offering, the holders of 43,135,911 shares of our common stock, including those issuable upon the conversion of convertible preferred stock will be entitled to rights with respect to the registration of these securities under the Securities Act. These rights are provided under the terms of an

investors' rights agreement between us and holders of our convertible preferred stock. The investors' rights agreement includes demand registration rights, short-form registration rights and piggyback registration rights. All fees, costs and expenses of underwritten registrations under this agreement will be borne by us and all selling expenses, including underwriting discounts and selling commissions, will be borne by the holders of the shares being registered.

Demand Registration Rights

Beginning 180 days after the effective date of this registration statement, the holders of 43,135,911 shares of our common stock, including those issuable upon the conversion of convertible preferred stock upon completion of this offering, are entitled to demand registration rights. Under the terms of the investors' rights agreement, we will be required, upon the written request of holders of at least 25% of these securities that would result in an aggregate offering price of at least $3.0 million, to file a registration statement and use best efforts to effect the registration of all or a portion of these shares for public resale. We are required to effect only two registrations pursuant to this provision of the investors' rights agreement.

Short-Form Registration Rights

Pursuant to the investors' rights agreement, if we are eligible to file a registration statement on Form S-3, upon the written request of at least 10% of these holders to sell registrable securities at an aggregate price of at least $1.0 million, we will be required to use commercially reasonable efforts to effect a registration of such shares. We are required to effect only two registrations in any twelve month period pursuant to this provision of the investors' rights agreement. The right to have such shares registered on Form S-3 is further subject to other specified conditions and limitations.

Piggyback Registration Rights

Pursuant to the investors' rights agreement, if we register any of our securities either for our own account or for the account of other security holders, the holders of these shares are entitled to include their shares in the registration. Subject to certain exceptions contained in the investors' rights agreement, we and the underwriters may limit the number of shares included in the underwritten offering to the number of shares which we and the underwriters determine in our sole discretion will not jeopardize the success of the offering.

Indemnification

Our investors' rights agreement contains customary cross-indemnification provisions, under which we are obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions attributable to them.

Expiration of Registration Rights

The demand registration rights and short form registration rights granted under the investors' rights agreement will terminate on the fifth anniversary of the completion of this offering or at such time after this offering when the holders' shares may be sold without restriction pursuant to Rule 144 within a three month period.

Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated By-laws and Delaware Law

Our amended and certificate of incorporation and amended and restated by-laws include a number of provisions that may have the effect of delaying, deferring or preventing another party from acquiring control of us and encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with our board of directors rather than pursue non-negotiated takeover attempts. These provisions include the items described below.

Board Composition and Filling Vacancies

Our amended and restated certificate of incorporation provides for the division of our board of directors into three classes serving staggered three-year terms, with one class being elected each year. Our amended and restated certificate of incorporation also provides that directors may be removed only for cause and then only by the affirmative vote of the holders of two-thirds or more of the shares then entitled to vote at an election of directors. Furthermore, any vacancy on our board of directors, however occurring, including a vacancy resulting from an increase in the size of our board, may only be filled by the affirmative vote of a majority of our directors then in office even if less than a quorum. The classification of directors, together with the limitations on removal of directors and treatment of vacancies, has the effect of making it more difficult for stockholders to change the composition of our board of directors.

No Written Consent of Stockholders

Our amended and restated certificate of incorporation provides that all stockholder actions are required to be taken by a vote of the stockholders at an annual or special meeting, and that stockholders may not take any action by written consent in lieu of a meeting. This limit may lengthen the amount of time required to take stockholder actions and would prevent the amendment of our amended and restated bylaws or removal of directors by our stockholders without holding a meeting of stockholders.

Meetings of Stockholders

Our amended and restated certificate of incorporation and amended and restated by-laws provide that only a majority of the members of our board of directors then in office may call special meetings of stockholders and only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders. Our amended and restated by-laws limit the business that may be conducted at an annual meeting of stockholders to those matters properly brought before the meeting.

Advance Notice Requirements

Our amended and restated by-laws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our stockholders. These procedures provide that notice of stockholder proposals must be timely given in writing to our corporate secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year. Our by-laws specify the requirements as to form and content of all stockholders' notices. These requirements may preclude stockholders from bringing matters before the stockholders at an annual or special meeting.

Amendment to Amended and Restated Certificate of Incorporation and Amended and Restated By-laws

Any amendment of our amended and restated certificate of incorporation must first be approved by a majority of our board of directors, and if required by law or our amended and restated certificate of incorporation, must thereafter be approved by a majority of the outstanding shares entitled to vote on the amendment and a majority of the outstanding shares of each class entitled to vote thereon as a class, except that the amendment of the provisions relating to stockholder action, board composition, limitation of liability and the amendment of our by-laws and certificate of incorporation must be approved by not less than two-thirds of the outstanding shares entitled to vote on the amendment, and not less than two-thirds of the outstanding shares of each class entitled to vote thereon as a class. Our amended and restated by-laws may be amended by the affirmative vote of a majority of the directors then in office, subject to any limitations set forth in the amended and restated by-laws, and may also be amended by the affirmative vote of at least two-thirds of the outstanding shares entitled to vote on the amendment, or, if our board of directors recommends that the stockholders approve the amendment, by the affirmative vote of the majority of the outstanding shares entitled to vote on the amendment, in each case voting together as a single class.

Undesignated Preferred Stock

Our amended and restated certificate of incorporation provides for authorized shares of convertible preferred stock. The existence of authorized but unissued shares of convertible preferred stock may enable

our board of directors to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise. For example, if in the due exercise of its fiduciary obligations, our board of directors were to determine that a takeover proposal is not in the best interests of our stockholders, our board of directors could cause shares of convertible preferred stock to be issued without stockholder approval in one or more private offerings or other transactions that might dilute the voting or other rights of the proposed acquirer or insurgent stockholder or stockholder group. In this regard, our amended and restated certificate of incorporation grants our board of directors broad power to establish the rights and preferences of authorized and unissued shares of convertible preferred stock. The issuance of shares of convertible preferred stock could decrease the amount of earnings and assets available for distribution to holders of shares of common stock. The issuance may also adversely affect the rights and powers, including voting rights, of these holders and may have the effect of delaying, deterring or preventing a change in control of us.

Choice of Forum

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for: (1) any derivative action or proceeding brought on our behalf; (2) any action asserting a claim of breach of a fiduciary duty or other wrongdoing by any of our directors, officers, employees or agents to us or our stockholders; (3) any action asserting a claim against us arising pursuant to any provision of the General Corporation Law of the State of Delaware or our certificate of incorporation or by-laws; (4) any action to interpret, apply, enforce or determine the validity of our certificate of incorporation or by-laws; or (5) any action asserting a claim governed by the internal affairs doctrine. Our amended and restated certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and to have consented to this choice of forum provision. It is possible that a court of law could rule that the choice of forum provision contained in our amended and restated certificate of incorporation is inapplicable or unenforceable if it is challenged in a proceeding or otherwise.

In addition, our amended and restated certificate of incorporation that will become effective upon the closing of this offering will contain a provision by virtue of which, unless we consent in writing to the selection of an alternative forum, the United States District Court for the District of Massachusetts will be the exclusive forum for any private action asserting violations by us or any of our directors or officers of the Securities Act, or the rules and regulations promulgated thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created by those statutes or the rules and regulations under such statutes. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than the United States District Court for the District of Massachusetts, the plaintiff or plaintiffs shall be deemed by this provision of our amended and restated certificate of incorporation (i) to have consented to removal of the action by us to the United States District Court for the District of Massachusetts, in the case of an action filed in a state court, and (ii) to have consented to transfer of the action to the United States District Court for the District of Massachusetts.

Section 203 of the Delaware General Corporation Law

Upon completion of this offering, we will be subject to the provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that this stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions:

- before the stockholder became interested, our board of directors approved either the business combination or the 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 for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or

- at or after the time the stockholder became interested, the business combination was approved by our board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;

- any sale, transfer, lease, pledge or other disposition involving the interested stockholder of 10% or more of the assets of the corporation;

- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;

- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; and

- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Nasdaq Global Market Listing

We have applied to list our common stock on The Nasdaq Global Market under the trading symbol "SRRK."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be .

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our shares. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Based on the number of shares outstanding as of , 2018 upon the completion of this offering, shares of our common stock will be outstanding. Of the outstanding shares, all of the shares sold in this offering will be freely tradable, except that any shares held by our affiliates, as that term is defined in Rule 144 under the Securities Act, may only be sold in compliance with the limitations described below. All remaining shares of common stock held by existing stockholders immediately prior to the completion of this offering will be "restricted securities" as such term is defined in Rule 144. These restricted securities were issued and sold by us, or will be issued and sold by us, in private transactions and are eligible for public sale only if registered under the Securities Act or if they qualify for an exemption from registration under the Securities Act, including the exemptions provided by Rule 144 or Rule 701, summarized below.

Rule 144

In general, a person who has beneficially owned restricted stock for at least six months would be entitled to sell their securities provided that (i) 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 and (ii) we are subject to the Securities Exchange Act of 1934, as amended, or the Exchange Act, periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted shares 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 then outstanding, which will equal approximately shares immediately after this offering, assuming no exercise of the underwriters' option to purchase additional shares, based on the number of shares outstanding as of December 31, 2017; or
- 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;

provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares.

However, substantially all Rule 701 shares are subject to lock-up agreements as described below and under "Underwriting" included elsewhere in this prospectus and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Lock-Up Agreements

We, our directors and executive officers and holders of substantially all of our common stock have signed a lock-up agreement that prevent us and them from selling any of our common stock or any securities convertible into or exercisable or exchangeable for common stock for a period of not less than 180 days from the date of this prospectus without the prior written consent of the Underwriters, subject to certain exceptions. See the section entitled "Underwriters" appearing elsewhere in this prospectus for more information.

Registration Rights

Upon completion of this offering, certain holders of our securities will be entitled to various rights with respect to registration of their shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. See the section entitled "Description of Capital Stock — Registration Rights" appearing elsewhere in this prospectus for more information.

Equity Incentive Plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register our shares issued or reserved for issuance under our equity incentive plans. The first such registration statement is expected to be filed soon after the date of this prospectus and will automatically become effective upon filing with the SEC. Accordingly, shares registered under such registration statement will be available for sale in the open market, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above. As of , 2018 we estimate that such registration statement on Form S-8 will cover approximately shares.

CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following discussion is a summary of the material U.S. federal income tax considerations applicable to non-U.S. holders (as defined below) with respect to their ownership and disposition of shares of our common stock issued pursuant to this offering. For purposes of this discussion, a non-U.S. holder means a beneficial owner of our common stock that is for U.S. federal income tax purposes:

- a non-resident alien individual;
- a foreign corporation or any other foreign organization taxable as a corporation for U.S. federal income tax purposes; or
- a foreign estate or trust, the income of which is not subject to U.S. federal income tax on a net income basis.

This discussion does not address the tax treatment of partnerships or other entities that are pass-through entities for U.S. federal income tax purposes or persons that hold their common stock through partnerships or other pass-through entities. A partner in a partnership or other pass-through entity that will hold our common stock should consult his, her or its tax advisor regarding the tax consequences of acquiring, holding and disposing of our common stock through a partnership or other pass-through entity, as applicable.

This discussion is based on current provisions of the U.S. Internal Revenue Code of 1986, as amended, which we refer to as the Code, existing and proposed U.S. Treasury Regulations promulgated thereunder, current administrative rulings and judicial decisions, all as in effect as of the date of this prospectus and, all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any such change or differing interpretation could alter the tax consequences to non-U.S. holders described in this prospectus. There can be no assurance that the Internal Revenue Service, which we refer to as the IRS, will not challenge one or more of the tax consequences described herein. We assume in this discussion that a non-U.S. holder holds shares of our common stock as a capital asset within the meaning of Section 1221 of the Code, generally property held for investment.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances nor does it address any aspects of any U.S. federal tax other than the income tax, U.S. state, local or non-U.S. taxes, the alternative minimum tax, the rules regarding qualified small business stock within the meaning of Section 1202 of the Code or the Medicare tax on net investment income. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder and does not address the special tax rules applicable to particular non-U.S. holders, such as:

- insurance companies;
- tax-exempt or governmental organizations;
- financial institutions;
- brokers or dealers in securities;
- regulated investment companies;
- pension plans;
- "controlled foreign corporations," "passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;
- "qualified foreign pension funds," or entities wholly owned by a "qualified foreign pension fund";
- partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and partners and investors therein);
- persons deemed to sell our common stock under the constructive sale provisions of the Code;

- persons that hold our common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment;
- persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation; and
- certain U.S. expatriates.

This discussion is for general information only and is not tax advice. Accordingly, all prospective non-U.S. holders of our common stock should consult their tax advisors with respect to the U.S. federal, state, local and non-U.S. 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 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 as a tax-free return of the non-U.S. holder's investment, up to such holder's tax basis in the common stock. Any remaining excess will be treated as capital gain, subject to the tax treatment described below in "Gain on Sale or Other Taxable Disposition of Our Common Stock." Any such distributions will also be subject to the discussions below under the sections titled "Backup Withholding and Information Reporting" and "Withholding and Information Reporting Requirements — FATCA."

Subject to the discussion in the following two paragraphs in this section, dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

Dividends that are treated as effectively connected with a trade or business conducted by a non-U.S. holder within the United States and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder within the United States, are generally exempt from the 30% withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements. However, such U.S. effectively connected income, net of specified deductions and credits, is taxed at the same graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code). Any U.S. effectively connected income received by a non-U.S. holder that is a corporation may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

A non-U.S. holder of our common stock who claims the benefit of an applicable income tax treaty between the United States and such holder's country of residence generally will be required to provide a properly executed IRS Form W-8BEN or W-8BEN-E (or successor form) to the applicable withholding agent and satisfy applicable certification and other requirements. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty. A non-U.S. holder that is eligible for a reduced rate of U.S. withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by timely filing a U.S. tax return with the IRS.

Gain on Sale or Other Taxable Disposition of Our Common Stock

Subject to the discussions below under "Backup Withholding and Information Reporting" and "Withholding and Information Reporting Requirements — FATCA," a non-U.S. holder generally will not be subject to any U.S. federal income tax on any gain realized upon such holder's sale or other taxable disposition of shares of our common stock unless:

- the gain is effectively connected with the non-U.S. holder's 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 such non-U.S. holder in the United States, in which case the non-U.S. holder generally will be taxed on a net income basis at the graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code) and, if the non-U.S. holder is a foreign corporation, the branch profits tax described above in "Distributions on Our Common Stock" also may apply;

- the non-U.S. holder is a nonresident alien individual who 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 the non-U.S. holder will be subject to a 30% tax (or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence) on the net gain derived from the disposition, which may be offset by certain U.S. source capital losses of the non-U.S. holder, if any (even though the individual is not considered a resident of the United States), provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses; or

- we are, or have been, at any time during the five-year period preceding such sale of other taxable disposition (or the non-U.S. holder's holding period, if shorter) a "U.S. real property holding corporation," unless our common stock is regularly traded on an established securities market and the non-U.S. holder holds no more than 5% of our outstanding common stock, directly or indirectly, actually or constructively, during the shorter of the 5-year period ending on the date of the disposition or the period that the non-U.S. holder held our common stock. Generally, a corporation is a U.S. real property holding corporation only if the fair market value of its U.S. real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance, we do not believe that we are, or have been, a U.S. real property holding corporation, or that we are likely to become one in the future. No assurance can be provided that our common stock will be regularly traded on an established securities market for purposes of the rules described above. If we are a U.S. real property holding corporation and either our common stock is not regularly traded on an established securities market or a non-U.S. holder holds, or is treated as holding, more than 5% of our outstanding common stock, directly or indirectly, during the applicable testing period, any gain recognized by such non-U.S. holder will generally be subject to U.S. federal income tax rates in the same manner as if the non-U.S. holder were a resident of the United States. If we are a U.S. real property holding corporation and our common stock is not regularly traded on an established securities market, such non-U.S. holder's proceeds received on the disposition of shares will also generally be subject to withholding at a rate of 15%. Prospective investors are encouraged to consult their own tax advisors regarding the possible consequences to them if we are, or were to become, a U.S. real property holding corporation.

Backup Withholding and Information Reporting

We must report annually to the IRS and to each non-U.S. holder the gross amount of the distributions on our common stock paid to such holder and the tax withheld, if any, with respect to such distributions. Non-U.S. holders may have to comply with specific certification procedures to establish that the holder is not a United States person (as defined in the Code) in order to avoid backup withholding at the applicable rate with respect to dividends on our common stock. Dividends paid to non-U.S. holders subject to

withholding of U.S. federal income tax, as described above in "Distributions on Our Common Stock," generally will be exempt from U.S. backup withholding.

Information reporting and backup withholding will generally apply to the proceeds of a disposition of our common stock by a non-U.S. holder effected by or through the U.S. office of any broker, U.S. or foreign, unless the holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to a non-U.S. holder where the transaction is effected outside the United States through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker. Non-U.S. holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules to them. Copies of information returns may be made available to the tax authorities of the country in which the non-U.S. holder resides or is incorporated under the provisions of a specific treaty or agreement. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be refunded or credited against the non-U.S. holder's U.S. federal income tax liability, if any, provided that an appropriate claim is filed with the IRS in a timely manner.

Withholding and Information Reporting Requirements — FATCA

The Foreign Account Tax Compliance Act, or FATCA, generally imposes a U.S. federal withholding tax at a rate of 30% on payments of dividends on, or gross proceeds from the sale or other disposition of, our common stock paid to a foreign entity unless (i) if the foreign entity is a "foreign financial institution," such foreign entity undertakes certain due diligence, reporting, withholding, and certification obligations, (ii) if the foreign entity is not a "foreign financial institution," such foreign entity identifies certain of its U.S. investors, if any, or (iii) the foreign entity is otherwise exempt under FATCA. Under applicable U.S. Treasury regulations, withholding under FATCA currently applies to payments of dividends on our common stock, but will only apply to payments of gross proceeds from a sale or other disposition of our common stock made after December 31, 2018. Under certain circumstances, a non-U.S. holder may be eligible for refunds or credits of this withholding tax. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this paragraph. Non-U.S. holders should consult their tax advisors regarding the possible implications of this legislation on their investment in our common stock and the entities through which they hold our common stock, including, without limitation, the process and deadlines for meeting the applicable requirements to prevent the imposition of the 30% withholding tax under FATCA.

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, dated , 2018, by and among us and Jefferies LLC, Cowen and Company, LLC and BMO Capital Markets Corp., as the representatives of the underwriters named below, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the respective number of shares of common stock shown opposite its name below:

Underwriter	Number of Shares
Jefferies LLC	
Cowen and Company, LLC	
BMO Capital Markets Corp.	
Wedbush Securities Inc.	
Total	

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares of common stock if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that, following the completion of this offering, they currently intend to make a market in the common stock as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and the underwriters may discontinue any market-making activities at any time without notice in their sole discretion. Accordingly, no assurance can be given as to the liquidity of the trading market for the common stock, that you will be able to sell any of the common stock held by you at a particular time or that the prices that you receive when you sell will be favorable.

The underwriters are offering the shares of common stock subject to their acceptance of the shares of common stock from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Commission and Expenses

The underwriters have advised us that they propose to offer the shares of common stock to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers, which may include the underwriters, at that price less a concession not in excess of $ per share of common stock. After the offering, the initial public offering price and concession to dealers may be reduced by the representatives. No such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Per Share		Total	
	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares
Public offering price	$	$	$	$
Underwriting discounts and commissions paid by us	$	$	$	$
Proceeds to us, before expenses	$	$	$	$

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately $. We have also agreed to reimburse the underwriters for certain of their expenses in an amount up to $.

Determination of Offering Price

Prior to this offering, there has not been a public market for our common stock. Consequently, the initial public offering price for our common stock will be determined by negotiations between us and the representatives. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the initial public offering price will correspond to the price at which the common stock will trade in the public market subsequent to the offering or that an active trading market for the common stock will develop and continue after the offering.

Listing

We have applied to have our common stock approved for listing on The Nasdaq Global Market under the trading symbol "SRRK."

Stamp Taxes

If you purchase shares of common stock offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

Option to Purchase Additional Shares

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase, from time to time, in whole or in part, up to an aggregate of shares from us at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more shares than the total number set forth on the cover page of this prospectus.

No Sales of Similar Securities

We, our officers, directors and holders of all or substantially all our outstanding capital stock and other securities have agreed, subject to specified exceptions, not to directly or indirectly:

- sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-l(h) under the Securities Exchange Act of 1934, as amended, or
- otherwise dispose of any shares of common stock, options or warrants to acquire shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or
- publicly announce an intention to do any of the foregoing for a period of 180 days after the date of this prospectus without the prior written consent of Jefferies LLC and Cowen and Company, LLC

This restriction terminates after the close of trading of the common stock on and including the 180th day after the date of this prospectus.

Jefferies LLC and Cowen and Company, LLC may, in their sole discretion and at any time or from time to time before the termination of the 180-day period release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our shareholders who will execute a lock-up agreement, providing consent to the sale of shares prior to the expiration of the lock-up period.

Stabilization

The underwriters have advised us that they, pursuant to Regulation M under the Securities Exchange Act of 1934, as amended, certain persons participating in the offering may engage in short sale transactions, stabilizing transactions, syndicate covering transactions or the imposition of penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of the common stock at a level above that which might otherwise prevail in the open market. Establishing short sales positions may involve either "covered" short sales or "naked" short sales.

"Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares of our common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of our common stock or purchasing shares of our common stock in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares.

"Naked" short sales are sales in excess of the option to purchase additional shares of our common stock. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of our common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of the common stock. A syndicate covering transaction is the bid for or the purchase of shares of common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriter's purchases to cover the syndicate short sales 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 may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the common stock

originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

The underwriters may also engage in passive market making transactions in our common stock on The Nasdaq Global Market in accordance with Rule 103 of Regulation M during a period before the commencement of offers or sales of shares of our common stock in this offering and extending through the completion of distribution. A passive market maker must display its bid at a price not in excess of the highest independent bid of that security. However, if all independent bids are lowered below the passive market maker's bid, that bid must then be lowered when specified purchase limits are exceeded.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or on the web sites or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' web sites and any information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

Other Activities and Relationships

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and certain of their affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the underwriters or their respective affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The underwriters and their respective affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the common stock offered hereby. Any such short positions could adversely affect future trading prices of the common stock offered hereby. The underwriters and certain of their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Disclaimers About Non-U.S. Jurisdictions

Australia

This prospectus is not a disclosure document for the purposes of Australia's Corporations Act 2001 (Cth) of Australia, or Corporations Act, has not been lodged with the Australian Securities & Investments Commission and is only directed to the categories of exempt persons set out below. Accordingly, if you receive this prospectus in Australia:

You confirm and warrant that you are either:

- a "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act;
- a "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to the Company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made;
- a person associated with the Company under Section 708(12) of the Corporations Act; or
- a "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act.

To the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor, associated person or professional investor under the Corporations Act any offer made to you under this prospectus is void and incapable of acceptance.

You warrant and agree that you will not offer any of the securities issued to you pursuant to this prospectus for resale in Australia within 12 months of those securities being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

Canada

(A) Resale Restrictions. The distribution of common stock in Canada is being made only in the provinces of Ontario, Quebec, Alberta and British Columbia on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province where trades of these securities are made. Any resale of the common stock in Canada must be made under applicable securities laws which may vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the securities.

(B) Representations of Canadian Purchasers. By purchasing common stock in Canada and accepting delivery of a purchase confirmation, a purchaser is representing to us and the dealer from whom the purchase confirmation is received that:

- the purchaser is entitled under applicable provincial securities laws to purchase the common stock without the benefit of a prospectus qualified under those securities laws as it is an "accredited investor" as defined under National Instrument 45-106 — *Prospectus Exemptions*,
- the purchaser is a "permitted client" as defined in National Instrument 31-103 — *Registration Requirements, Exemptions and Ongoing Registrant Obligations*,
- where required by law, the purchaser is purchasing as principal and not as agent, and
- the purchaser has reviewed the text above under Resale Restrictions.

(C) Conflicts of Interest. Canadian purchasers are hereby notified that Jefferies and Cowen are relying on the exemption set out in section 3A.3 or 3A.4, if applicable, of National Instrument 33-105 — *Underwriting Conflicts* from having to provide certain conflict of interest disclosure in this document.

(D) Statutory Rights of Action. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the offering memorandum (including any amendment thereto) such as this document 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 of these securities in Canada 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.

(E) Enforcement of Legal Rights. All of our directors and officers as well as the experts named herein may be located outside of Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon us or those persons. All or a substantial portion of our assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against us or those persons in Canada or to enforce a judgment obtained in Canadian courts against us or those persons outside of Canada.

(F) Taxation and Eligibility for Investment. Canadian purchasers of common stock should consult their own legal and tax advisors with respect to the tax consequences of an investment in the common stock in their particular circumstances and about the eligibility of the common stock for investment by the purchaser under relevant Canadian legislation.

European Economic Area

Any distributor subject to MiFID II that is offering, selling or recommending the common stock is responsible for undertaking its own target market assessment in respect of the common stock and determining its own distribution channels for the purposes of the MiFID product governance rules under Commission Delegated Directive (EU) 2017/593, or the Delegated Directive. Neither we nor the underwriters make any representations or warranties as to a distributor's compliance with the Delegated Directive.

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive, or a Relevant Member State, an offer to the public of any shares of common stock which are the subject of the offering contemplated by this prospectus may not be made in that Relevant Member State except that an offer to the public in that Relevant Member State of any shares of common stock may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the underwriters or the underwriters nominated by us for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of shares of common stock shall require us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer shares of common stock to the public" in relation to the shares of common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the shares of common stock to be offered so as to enable an investor to decide to purchase or subscribe to the shares of common stock, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Hong Kong

No securities have been offered or sold, and no securities may be offered or sold, in Hong Kong, by means of any document, other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent; or to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong, or SFO, and any rules made under that Ordinance; or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong, or CO, or which do not constitute an offer or invitation to the public for the purpose of the CO or the SFO. No document, invitation or advertisement relating to the securities has been issued or may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to securities 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 under that Ordinance.

This prospectus has not been registered with the Registrar of Companies in Hong Kong. Accordingly, this prospectus may not be issued, circulated or distributed in Hong Kong, and the securities may not be offered for subscription to members of the public in Hong Kong. Each person acquiring the securities will be required, and is deemed by the acquisition of the securities, to confirm that he is aware of the restriction on offers of the securities described in this prospectus and the relevant offering documents and that he is not acquiring, and has not been offered any securities in circumstances that contravene any such restrictions.

Israel

This document does not constitute a prospectus under the Israeli Securities Law, 5728-1968, or the Securities Law, and has not been filed with or approved by the Israel Securities Authority. In Israel, this prospectus is being distributed only to, and is directed only at, and any offer of the common stock is directed only at, (i) a limited number of persons in accordance with the Israeli Securities Law and (ii) investors listed in the first addendum, or the Addendum, to the Israeli Securities Law, consisting primarily of joint investment in trust funds, provident funds, insurance companies, banks, portfolio managers, investment advisors, members of the Tel Aviv Stock Exchange, underwriters, venture capital funds, entities with equity in excess of NIS 50 million and "qualified individuals," each as defined in the Addendum (as it may be amended from time to time), collectively referred to as qualified investors (in each case, purchasing for their own account or, where permitted under the Addendum, for the accounts of their clients who are investors listed in the Addendum). Qualified investors are required to submit written confirmation that they fall within the scope of the Addendum, are aware of the meaning of same and agree to it.

Japan

The offering has not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 of Japan, as amended), or FIEL, and the underwriters will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

This prospectus has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the common stock may not be circulated or distributed, nor may the common stock be offered or sold, or be made the subject of an invitation for

subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the securities pursuant to an offer made under Section 275 of the SFA except:

- to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

- where no consideration is or will be given for the transfer;

- where the transfer is by operation of law;

- as specified in Section 276(7) of the SFA; or

- as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the securities or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, the Company or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of securities.

United Kingdom

This prospectus is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or Order, and/or (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order and other persons to whom it may lawfully be communicated, or a Relevant Person.

This prospectus and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a Relevant Person should not act or rely on this document or any of its content.

LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Goodwin Procter LLP, Boston, Massachusetts. Certain legal matters related to this offering will be passed upon for the underwriters by Cooley LLP, Boston, Massachusetts.

EXPERTS

The consolidated financial statements of Scholar Rock Holding Corporation at December 31, 2016 and 2017, and for the years then ended, appearing in this prospectus and registration statement have been audited by Ernst & Young LLP, independent registered accounting firm, as set forth in their report thereon (which contains an explanatory paragraph describing conditions that raise substantial doubt about our ability to continue as a going concern as described in Note 1 to the consolidated financial statements) appearing elsewhere herein and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 (File Number 333-) under the Securities Act with respect to the common stock we are offering by this prospectus. This prospectus does not contain all of the information included in the registration statement. For further information pertaining to us and our common stock, you should refer to the registration statement and to its exhibits. Whenever we make reference in this prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete, and you should refer to the exhibits attached to the registration statement for copies of the actual contract, agreement or other document.

Upon the completion of the offering, we will be subject to the informational requirements of the Exchange Act and will file annual, quarterly and current reports, proxy statements and other information with the SEC. You can read our SEC filings, including the registration statement, at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facility at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. We also maintain a website at http://www.scholarrock.com. Upon completion of the offering, you may access, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendment to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC.

You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Scholar Rock Holding Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Scholar Rock Holding Corporation (the Company) as of December 31, 2016 and 2017, the related consolidated statements of operations and comprehensive loss, convertible preferred stock and stockholders' equity (deficit) and cash flows for the years then ended, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2016 and 2017, 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 consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has suffered recurring losses from operations, will require substantial additional capital to fund 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. The consolidated 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2015.
Boston, Massachusetts
March 23, 2018

SCHOLAR ROCK HOLDING CORPORATION
CONSOLIDATED BALANCE SHEETS
(In thousands, except unit, share, and per share data)

	December 31,		Pro Forma December 31,
	2016	2017	2017 (unaudited)
Assets			
Current assets:			
Cash and cash equivalents	$ 10,033	$ 56,461	$ 56,461
Marketable securities	18,002	1,498	1,498
Prepaid expenses and other current assets	461	1,242	1,242
Total current assets	28,496	59,201	59,201
Marketable securities	1,496	—	—
Property and equipment, net	2,430	2,181	2,181
Restricted cash	205	205	205
Other long-term assets	155	50	50
Total assets	$ 32,782	$ 61,637	$ 61,637
Liabilities, Convertible Preferred Stock and Stockholders' Equity (Deficit)			
Current liabilities:			
Accounts payable	$ 663	$ 1,359	$ 1,359
Accrued expenses	1,487	2,796	2,796
Deferred rent	209	228	228
Loan payable	647	641	641
Total current liabilities	3,006	5,024	5,024
Long-term portion of deferred rent	696	468	468
Long-term portion of loan payable	1,023	398	398
Warrant to purchase redeemable security	27	37	—
Total liabilities	4,752	5,927	5,890
Commitments and contingencies (Note 14)			
Convertible preferred units (Series A-1, A-2, A-3, A-4 and B), 30,102,095 units authorized and 28,652,147 units issued and outstanding at December 31, 2016; (aggregate liquidation preference of $58,277 at December 31, 2016); no units authorized, issued or outstanding as of December 31, 2017 or pro forma as of December 31, 2017 (unaudited)	58,057	—	—
Convertible preferred stock (Series A-1, A-2, A-3, A-4, B and C), $0.001 par value; no shares authorized, issued or outstanding as of December 31, 2016; 43,157,651 shares authorized and 43,135,911 shares issued and outstanding as of December 31, 2017; (aggregate liquidation preference of $109,561 as of December 31, 2017); no shares issued or outstanding, pro forma as of December 31, 2017 (unaudited)	—	109,232	—
Stockholders' equity (deficit):			
Common units, 21,130,140 units authorized and 4,576,500 units issued and outstanding at December 31, 2016; no units authorized, issued or outstanding as of December 31, 2017 or pro forma as of December 31, 2017 (unaudited)	1,471	—	—
Common stock, $0.001 par value; no shares authorized, issued or outstanding as of December 31, 2016; 60,000,000 shares authorized and 11,335,445 shares issued and outstanding as of December 31, 2017; 54,471,356 shares issued and outstanding, pro forma as of December 31, 2017 (unaudited)	—	11	54
Additional paid-in capital	1,052	3,994	113,220
Accumulated other comprehensive loss	(20)	(2)	(2)
Accumulated deficit	(32,530)	(57,525)	(57,525)
Total stockholders' equity (deficit)	(30,027)	(53,522)	55,747
Total liabilities, convertible preferred stock and stockholders' equity (deficit)	$ 32,782	$ 61,637	$ 61,637

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

SCHOLAR ROCK HOLDING CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In thousands, except unit, share, per unit and per share data)

	Year Ended December 31,	
	2016	2017
Collaboration revenue	$ 379	$ —
Operating expenses:		
Research and development	12,477	19,944
General and administrative	4,112	5,085
Total operating expenses	16,589	25,029
Loss from operations	(16,210)	(25,029)
Other income (expense):		
Interest income (expense), net	(19)	44
Other income (expense), net	22	(10)
Total other income	3	34
Net loss	$ (16,207)	$ (24,995)
Net loss per unit, basic and diluted	$ (3.54)	
Net loss per share, basic and diluted		$ (5.36)
Weighted average common units outstanding, basic and diluted	4,576,500	
Weighted average common shares outstanding, basic and diluted		4,665,036
Pro forma net loss per share, basic and diluted (unaudited)		$ (0.72)
Pro forma weighted average common shares outstanding, basic and diluted (unaudited)		34,567,011
Comprehensive loss:		
Net loss	$ (16,207)	$ (24,995)
Other comprehensive income (loss):		
Unrealized gain (loss) on marketable securities	(20)	18
Total other comprehensive income (loss)	(20)	18
Comprehensive loss	$ (16,227)	$ (24,977)

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

SCHOLAR ROCK HOLDING CORPORATION

CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)

(In thousands, except unit and share data)

	Convertible Preferred Units		Convertible Preferred Stock		Common Units		Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Units	Amount	Shares	Amount	Units	Amount	Shares	Amount				
Balance at December 31, 2015	28,652,147	$ 58,057	—	$ —	4,576,500	$ 1,471	—	$ —	$ 496	$ —	$ (16,323)	$ (14,356)
Unrealized loss on marketable securities	—	—	—	—	—	—	—	—	—	(20)	—	(20)
Equity-based compensation expense	—	—	—	—	—	—	—	—	556	—	—	556
Net loss	—	—	—	—	—	—	—	—	—	—	(16,207)	(16,207)
Balance at December 31, 2016	28,652,147	58,057	—	—	4,576,500	1,471	—	—	1,052	(20)	(32,530)	(30,027)
Unrealized gain on marketable securities	—	—	—	—	—	—	—	—	—	18	—	18
Issuance of Series B convertible preferred units	1,428,209	4,285	—	—		—		—	—	—	—	—
Effect of Reorganization	(30,080,356)	(62,342)	30,080,356	62,342	(4,576,500)	(1,471)	4,576,500	4	1,467	—	—	—
Issuance of common stock and restricted common stock as part of Reorganization	—	—	—	—	—	—	6,758,945	7	(7)			
Issuance of Series C convertible preferred stock, net of issuance costs of $109	—	—	13,055,555	46,890	—	—	—	—	—	—	—	—
Equity-based compensation expense	—	—	—	—	—	—		—	1,482	—	—	1,482
Net loss	—	—	—	—	—	—		—	—	—	(24,995)	(24,995)
Balance at December 31, 2017	—	—	43,135,911	109,232	—	—	11,335,445	11	3,994	(2)	(57,525)	(53,522)
Conversion of convertible preferred stock into common stock (unaudited)	—	—	(43,135,911)	(109,232)	—	—	43,135,911	43	109,189	—	—	109,232
Reclassification of warrant to purchase convertible preferred stock to stockholders' equity (deficit) (unaudited)	—	—	—	—	—	—	—	—	37	—	—	37
Pro forma balance at December 31, 2017 (unaudited)	—	$ —	—	$ —	—	$ —	54,471,356	$ 54	$ 113,220	$ (2)	$ (57,525)	$ 55,747

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

SCHOLAR ROCK HOLDING CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,	
	2016	2017
Cash flows from operating activities:		
Net loss	$ (16,207)	$ (24,995)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	575	669
Equity-based compensation	556	1,482
Amortization of deferred rent	(184)	(209)
Deferred payroll tax credit	(250)	(199)
Other	22	47
Change in operating assets and liabilities:		
Accounts receivable	380	—
Prepaid expenses and other current assets	(141)	(477)
Accounts payable	91	636
Accrued expenses	17	1,309
Net cash used in operating activities	(15,141)	(21,737)
Cash flows from investing activities:		
Purchase of property and equipment	(794)	(361)
Purchases of marketable securities	(19,525)	—
Maturities of marketable securities	—	18,026
Net cash (used in) provided by investing activities	(20,319)	17,665
Cash flows from financing activities:		
Proceeds from loan payable and warrants, net of issuance costs	1,318	—
Principal payments on loan payable	(302)	(667)
Proceeds from issuance of Series B convertible preferred units	—	4,285
Proceeds from issuance of Series C convertible preferred shares, net of issuance costs	—	46,890
Principal payments on capital lease obligation and other	(14)	(8)
Net cash provided by financing activities	1,002	50,500
Net (decrease) increase in cash and cash equivalents	(34,458)	46,428
Cash and cash equivalents, beginning of period	44,491	10,033
Cash and cash equivalents, end of period	$ 10,033	$ 56,461
Supplemental disclosure of non-cash items:		
Property and equipment purchases in accounts payable	$ 98	$ 159
Supplemental cash flow information:		
Cash paid for interest	$ 42	$ 53

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

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements

1. Nature of the Business and Basis of Presentation

Organization

Scholar Rock, LLC was formed on May 22, 2012, as a Delaware limited liability company to discover and develop a new class of biologics.

On December 22, 2017, a series of transactions were completed pursuant to which Scholar Rock Merger Sub, LLC, a wholly owned subsidiary of Scholar Rock Holding Corporation, a Delaware corporation, was merged with and into Scholar Rock, LLC (the "Reorganization"). As part of the Reorganization, each issued and outstanding convertible preferred and common unit of Scholar Rock, LLC outstanding immediately prior to the Reorganization was exchanged for shares of Scholar Rock Holding Corporation capital stock of the same class and/or series on a one-for-one basis. Previously outstanding vested and unvested incentive units, irrespective of any strike price or voting rights, were exchanged for an equal number of shares of common stock or restricted common stock, respectively. The restricted common stock was issued with the same vesting terms as the unvested incentive units held immediately prior to the Reorganization.

Upon consummation of the Reorganization, the historical consolidated financial statements of Scholar Rock, LLC became the historical consolidated financial statements of Scholar Rock Holding Corporation, the entity whose shares are being offered in this offering. For purposes of these consolidated financial statements, "the Company" refers to Scholar Rock, LLC prior to the Reorganization and Scholar Rock Holding Corporation after the Reorganization. The Company is based in Cambridge, Massachusetts.

The Company is a biopharmaceutical company focused on the discovery and development of innovative medicines for the treatment of serious diseases in which signaling by protein growth factors plays a fundamental role. Since its inception, the Company's operations have focused on organizing and staffing, business planning, raising capital, establishing the Company's intellectual property portfolio and performing research and development of monoclonal antibodies that selectively inhibit activation of growth factors for therapeutic effect. Revenue generation activities have been limited to research services and the issuance of a license, in each case, pursuant to an option and license agreement with Janssen Biotech, Inc. ("Janssen"), a subsidiary of Johnson & Johnson. No revenues have been recorded from the sale of any commercial product.

Basis of Presentation

The consolidated financial statements prior to the Reorganization include the accounts of Scholar Rock, LLC and its wholly owned subsidiary, Scholar Rock, Inc. The consolidated financial statements subsequent to the Reorganization include the accounts of Scholar Rock Holding Corporation and its wholly owned subsidiaries. All intercompany balances have been eliminated in consolidation.

These consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP"). Any reference in these notes to applicable guidance is meant to refer to the authoritative United States generally accepted accounting principles as found in the Accounting Standards Codification ("ASC") and Accounting Standards Update ("ASU") of the Financial Accounting Standards Board ("FASB").

Going Concern

In accordance with Accounting Standards Update 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern (Subtopic 205-40),* the Company has evaluated whether there are conditions and events considered in the aggregate that raise substantial doubt about the Company's ability to continue as a going concern.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

1. Nature of the Business and Basis of Presentation (Continued)

Since inception, the Company has primarily funded its operations with proceeds from sale of convertible preferred units and convertible preferred stock and a credit facility with Silicon Valley Bank ("SVB"). From inception through December 31, 2017, the Company has raised an aggregate of $111.2 million, of which $109.2 million was from the issuance of convertible preferred units and convertible preferred stock and $2.0 million was from the Company's credit facility. The Company has incurred recurring losses and negative cash flows from operations since inception, including net losses of $16.2 million and $25.0 million for the years ended December 31, 2016 and 2017, respectively, and negative cash flows from operating activities of $15.1 million and $21.7 million for the years ended December 31, 2016 and 2017, respectively. As of December 31, 2017, the Company had an accumulated deficit of $57.5 million.

The Company is also subject to a number of risks similar to other life science companies, including, but not limited to, successful discovery and development of its drug candidates, raising additional capital, development by its competitors of new technological innovations, protection of proprietary technology and regulatory approval and market acceptance of the Company's products. The Company anticipates that it will continue to incur significant operating losses for the next several years as it continues to develop its product candidates.

The Company expects it operating losses and negative cash flows to continue into the foreseeable future as it continues to develop, manufacture, and commercialize its products. As of December 31, 2017, the Company had cash, cash equivalents and marketable securities of $58.0 million. Based on its current operating plan, the Company expects its cash, cash equivalents and marketable securities will be sufficient to fund operating expenses and capital expenditure requirements into the first quarter of 2019. Based on the Company's available cash resources, the Company does not have sufficient cash on hand to support current operations for at least the next twelve months from the date that these financial statements are issued. This condition results in substantial doubt about the Company's ability to continue as a going concern.

The Company is seeking to complete an initial public offering ("IPO") of its common stock. Upon the closing of a qualified public offering on specified terms, the Company's outstanding convertible preferred stock will automatically convert to common stock. In the event the Company does not complete an IPO, the Company expects to seek additional funding through private or public equity financings, debt financings, government funding arrangements, collaborations, strategic alliances and marketing, distribution or licensing agreements. The Company may not be able to obtain funding on acceptable terms, or at all. The terms of any financing may adversely affect the holdings or rights of the Company's shareholders.

If the Company is unable to obtain financing, the Company could be forced to delay, reduce or eliminate some or all of its research and development programs, product portfolio expansion or commercialization efforts, which could adversely affect its business prospects, or the Company may be unable to continue operations. Although management continues to pursue these plans, there is no assurance that the Company will be successful in obtaining sufficient funding on terms acceptable to the Company to fund continuing operations, if at all.

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the ordinary course of business. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might result from the outcome of the uncertainties described above.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and judgments that may affect the reported amounts of assets and liabilities and related disclosures of contingent assets and liabilities at the date of the financial statements and the related reporting of revenues and expenses during the reporting period. Significant estimates of accounting reflected in these consolidated financial statements include, but are not limited to, estimates related to accrued expenses, the valuation of equity-based compensation, including incentive units, common stock and restricted common stock, and income taxes. Actual results could differ from those estimates.

The Company utilizes significant estimates and assumptions in determining the fair value of its equity-based compensation, including incentive units, common stock and restricted common stock. The Company utilized various valuation methodologies in accordance with the framework of the 2013 American Institute of Certified Public Accountants Technical Practice Aid, *Valuation of Privately-Held Company Equity Securities Issued as Compensation,* to estimate the fair value of its equity awards. Each valuation methodology includes estimates and assumptions that require the Company's judgment. These estimates and assumptions include a number of objective and subjective factors, including external market conditions, guideline public company information, the prices at which the Company sold convertible preferred units and convertible preferred stock, the superior rights and preferences of securities senior to the Company's common units and common stock at the time and the likelihood of achieving a liquidity event such as an initial public offering or sale. Significant changes to the assumptions used in the valuations could result in different fair values of common units, incentive units, common stock and restricted common stock at each valuation date, as applicable.

Unaudited Pro Forma Information

On January 26, 2018, the Company's board of directors authorized the management of the Company to file a registration statement with the Securities and Exchange Commission to sell shares of its common stock to the public. Upon the closing of a qualified initial public offering (as defined in the Company's Certificate of Incorporation), all of the Company's outstanding shares of convertible preferred stock will automatically convert into shares of common stock and the outstanding warrant for the purchase of shares of convertible preferred stock will automatically convert into a warrant for the purchase of shares of common stock. The accompanying unaudited pro forma consolidated balance sheet and consolidated statement of convertible preferred stock and stockholders' equity (deficit) as of December 31, 2017 have been prepared to give effect to (1) the automatic conversion of all outstanding shares of convertible preferred stock into 43,135,911 shares of common stock and (2) the automatic conversion of the outstanding warrant to purchase 21,739 shares of convertible preferred stock into a warrant to purchase 21,739 shares of common stock, resulting in the reclassification of the warrant liability to additional paid-in capital, as if the Company's proposed IPO had occurred on December 31, 2017. The shares of common stock issuable and the proceeds expected to be received in the proposed IPO are excluded from such pro forma financial information.

The unaudited pro forma basic and diluted net loss per share in the accompanying consolidated statement of operations and comprehensive income (loss) for the year ended December 31, 2017 has been computed to give effect to the automatic conversion of all outstanding shares of convertible preferred stock into shares of common stock and the automatic conversion of the warrant to purchase shares of convertible preferred stock into a warrant to purchase shares of common stock. The unaudited pro forma basic and diluted net loss per share for the year ended December 31, 2017 was computed using the weighted average number of

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

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 the Company's proposed IPO had occurred on the later of January 1, 2017 or the original issuance dates of the convertible preferred units or convertible preferred stock. The unaudited pro forma net loss used in the calculation of unaudited basic and diluted pro forma net loss per share for the year ended December 31, 2017 excludes the impact of the change in fair value of the warrant liability that was recorded by the Company during such period. The unaudited pro forma net loss per share does not include the shares expected to be sold or related proceeds to be received in the proposed IPO.

Concentration of Credit Risk and Off-Balance Sheet Risk

The Company has no off-balance sheet risk, such as foreign exchange contracts, option contracts or other foreign-hedging arrangements.

The primary objectives for the Company's investment portfolio are the preservation of capital and maintenance of liquidity. In 2016, the Company expanded its investment policy to allow funds to be held outside bank accounts, but to be invested only in fixed income instruments denominated and payable in U.S. dollars including obligations of the U.S. government and its agencies and money market funds registered according to SEC Rule 2a-7 of the Investment Company Act of 1940. Investments in the money market fund shall be consistent with approved instruments and assets under management must be at least $10 billion.

All securities must have a readily ascertainable market value, must be readily marketable and be U.S. dollar denominated.

Cash and Cash Equivalents

The Company considers highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2016 and 2017, cash and cash equivalents include bank demand deposits and money market funds that invest primarily in U.S. government-backed securities and treasuries. Cash equivalents are stated at cost, which approximates market value.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for major renewals or betterments that extend the useful lives of property and equipment are capitalized; expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is calculated on a straight-line basis over the estimated useful lives of the related asset. Property and equipment are depreciated as follows:

	Estimated Useful Life (in Years)
Laboratory equipment	3 - 5
Machinery and equipment	3 - 5
Furniture and fixtures	5

Leasehold improvements are amortized over the shorter of the useful life or remaining term of the lease.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

Impairment of Long-Lived Assets

Long-lived assets consist of property and equipment. Long-lived assets to be held and used are tested for recoverability whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable. Factors that the Company considers in deciding when to perform an impairment review include significant underperformance of the business in relation to expectations, significant negative industry or economic trends and significant changes or planned changes in the use of the assets. If an impairment review is performed to evaluate a long-lived asset group for recoverability, the Company compares forecasts of undiscounted cash flows expected to result from the use and eventual disposition of the long-lived asset group to its carrying value. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of an asset group are less than its carrying amount. The impairment loss would be based on the excess of the carrying value of the impaired asset group over its fair value, determined based on discounted cash flows. The Company did not record any impairment losses on long-lived assets during the years ended December 31, 2016 or 2017.

Fair Value Measurements

ASC Topic 820, *Fair Value Measurement* ("ASC 820"), establishes a fair value hierarchy for instruments measured at fair value that distinguishes between assumptions based on market data (observable inputs) and the Company's own assumptions (unobservable inputs). Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the inputs that market participants would use in pricing the asset or liability and are developed based on the best information available in the circumstances. ASC 820 identifies fair value as the exchange price, or 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 a basis for considering market participant assumptions in fair value measurements, ASC 820 establishes a three-tier fair value hierarchy that distinguishes between the following:

Level 1 — Quoted market prices in active markets for identical assets or liabilities.

Level 2 — Inputs other than Level 1 inputs that are either directly or indirectly observable, such as quoted market prices, interest rates and yield curves.

Level 3 — Unobservable inputs developed using estimates of assumptions developed by the Company, which reflect those that a market participant would use.

To the extent the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair values requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized as Level 3. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Segment Information

Operating segments are defined as components of an entity about which separate discrete information is available for evaluation by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance. The Company views its operations and manages its business in one operating segment operating exclusively in the United States.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition

To date, all revenue has been generated from an agreement with Janssen.

The Company recognizes revenue in accordance with ASC 605, *Revenue Recognition* ("ASC 605"). Accordingly, revenue is recognized for each unit of accounting when all of the following criteria are met:

- Persuasive evidence of an arrangement exists;
- Delivery has occurred or services have been rendered;
- The seller's price to the buyer is fixed or determinable; and
- Collectability is reasonably assured.

Amounts received prior to satisfying the revenue recognition criteria are recorded as deferred revenue. Amounts expected to be recognized as revenue within the twelve months following the balance sheet date are classified in current liabilities. Amounts not expected to be recognized as revenue within the twelve months following the balance sheet date are classified as deferred revenue, net of current portion.

The Company evaluates multiple-element arrangements based on the guidance in ASC Topic 605-25, *Revenue Recognition-Multiple-Element Arrangements* ("ASC 605-25"). Pursuant to the guidance in ASC 605-25, the Company evaluates multiple-element arrangements to determine (1) the deliverables included in the arrangement and (2) whether the individual deliverables represent separate units of accounting or whether they must be accounted for as a combined unit of accounting. This evaluation involves subjective determinations and requires the Company to make judgments about the individual deliverables and whether such deliverables are separable from the other aspects of the contractual relationship. Deliverables are considered separate units of accounting provided that the delivered item has value to the customer on a standalone basis and, if the arrangement includes a general right of return relative to the delivered item, delivery or performance of the undelivered item is considered probable and substantially in the Company's control. In assessing whether an item has standalone value, the Company considers factors such as the research, development, manufacturing and commercialization capabilities of the collaboration partner and the availability of the associated expertise in the general marketplace. In addition, the Company considers whether the collaboration partner can use a deliverable for its intended purpose without the receipt of the remaining deliverable, whether the value of the deliverable is dependent on the undelivered item and whether there are other vendors that can provide the undelivered items. The consideration received under the arrangement that is fixed or determinable is then allocated among the separate units of accounting using the relative selling price method. The Company determines the estimated selling price for units of accounting within each arrangement using vendor-specific objective evidence ("VSOE") of selling price, if available, third-party evidence ("TPE") of selling price if VSOE is not available, or best estimate of selling price ("BESP") if neither VSOE nor TPE is available. Determining the BESP for a unit of accounting requires significant judgment. In developing the BESP for a unit of accounting, the Company considers applicable market conditions and relevant entity-specific factors, including factors that were contemplated in negotiating the agreement with the customer and estimated costs. The Company validates the BESP for units of accounting by evaluating whether changes in the key assumptions used to determine the BESP will have a significant effect on the allocation of arrangement consideration between multiple units of accounting.

The Company recognizes arrangement consideration allocated to each unit of accounting when all of the revenue recognition criteria in ASC 605 are satisfied for that particular unit of accounting. In the event that a deliverable does not represent a separate unit of accounting, the Company recognizes revenue from the

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

combined unit of accounting over the Company's contractual or estimated performance period for the undelivered elements, which is typically the term of the Company's research and development obligations. If there is no discernible pattern of performance or objectively measurable performance measures do not exist, then the Company recognizes revenue under the arrangement on a straight-line basis over the period the Company is expected to complete its performance obligations. Conversely, if the pattern of performance in which the service is provided to the customer can be determined and objectively measurable performance measures exist, then the Company recognizes revenue under the arrangement using the proportional performance method. At the inception of an arrangement that includes milestone payments, the Company evaluates whether each milestone is substantive and at risk to both parties on the basis of the contingent nature of the milestone. This evaluation includes an assessment of whether: (1) the consideration is commensurate with either the Company's performance to achieve the milestone or the enhancement of the value of the delivered item(s) as a result of a specific outcome resulting from its performance to achieve the milestone, (2) the consideration relates solely to past performance and (3) the consideration is reasonable relative to all of the deliverables and payment terms within the arrangement. The Company evaluates factors such as the scientific, clinical, regulatory, commercial and other risks that must be overcome to achieve the particular milestone and the level of effort and investment required to achieve the particular milestone in making this assessment. There is considerable judgment involved in determining whether a milestone satisfies all of the criteria required to conclude that a milestone is substantive. Milestones that are not considered substantive are recognized as earned if there are no remaining performance obligations or over the remaining period of performance, assuming all other revenue recognition criteria are met.

Research and Development Expenses

Research and development expenses are expensed as incurred and consist of costs incurred in performing research and development activities, including compensation related expenses for research and development personnel, preclinical and clinical activities including cost of supply, overhead expenses including facilities expenses, materials and supplies, amounts paid to consultants and outside service providers, and depreciation of equipment. Upfront license payments related to acquired technologies which have not yet reached technological feasibility and have no alternative future use are also included in research and development expense.

Research Contract Costs and Accruals

The Company has entered into various research service arrangements under which vendors perform various services. The Company records accrued expenses for estimated costs incurred under the arrangements. When evaluating the adequacy of the accrued expenses, the Company analyzed the progress of the studies, trials or other services performed, including invoices received and contracted costs. Significant judgments and estimates are made in determining the accrued expense balances at the end of any reporting period.

Equity-Based Compensation

The Company accounts for equity awards, including incentive units, common stock and restricted common stock, granted to employees as equity award compensation in accordance with ASC Topic 718, *Compensation — Stock Compensation* ("ASC 718"). ASC 718 requires all stock-based payments to employees, which includes grants of employee equity awards, to be recognized as expense in the statements of operations based on their grant date fair values. For equity awards granted to employees and to members of the Board of Directors for their services on the Board of Directors, the Company estimates the grant date fair value of each equity award using an appropriate valuation methodology, which, in 2016 and 2017, was the guideline public company (GPC) method or the precedent transaction method which "backsolves" to a preferred price. The use of these valuation approaches requires management to make assumptions with

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

respect to the expected volatility of its common units and common stock, time until a liquidity event and risk-free interest rates. Compensation expense related to equity awards to employees are subject to graded vesting is recognized on a straight-line basis, based on the grant date fair value, over the requisite service period of the award, which is generally the vesting term. For awards subject to performance conditions, the Company recognizes equity award compensation expense using an accelerated recognition method over the remaining service period when management determines that achievement of the milestone is probable. Management evaluates when the achievement of a performance-based milestone is probable based on the relative satisfaction of the performance conditions as of the reporting date.

For equity awards granted to non-employees, the Company accounts for the related equity award compensation in accordance with the provisions of ASC 718 and ASC Topic 505, *Equity,* and recognizes equity award compensation expense over the related service period of the non-employee award. Equity awards issued to non-employees are recorded at their fair values, using the GPC method or the precedent transaction method, and are periodically revalued as the equity instruments vest.

Convertible Preferred Units and Convertible Preferred Stock

The Company records all convertible preferred units or convertible preferred shares at their respective fair values on the dates of issuance less issuance costs. The Company classifies its convertible preferred units and convertible preferred shares outside of stockholders' equity (deficit) when the redemption of such units or shares is outside the Company's control. The Company does not adjust the carrying values of the convertible preferred units or convertible preferred stock to the liquidation preferences of such units or shares until such time as a deemed liquidation event is probable of occurring.

Comprehensive Loss

Comprehensive loss is the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. Comprehensive loss includes net loss and the change in accumulated other comprehensive loss for the period. Accumulated other comprehensive loss consisted entirely of unrealized gains and losses on available-for-sale marketable securities.

Net Loss per Unit and Share

The Company applies the two-class method to compute basic and diluted net loss per unit and net loss per share because it has issued units and shares that meet the definition of participating securities. The two-class method determines net income (loss) per unit and share for each class of common and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The two-class method requires income (losses) available to common unit holders and common stockholders for the period to be allocated between common and participating securities based upon their respective rights to share in the earnings as if all income (losses) for the period had been distributed. During periods of loss, there is no allocation required under the two-class method since the participating securities do not have a contractual obligation to fund the losses of the Company.

Prior to the Reorganization, the Company calculates basic net loss per unit by dividing net loss by the weighted average number of common units outstanding. Subsequent to the Reorganization, the Company calculates basic net loss per share by dividing net loss by the weighted average number of common shares outstanding, excluding restricted common stock. The Company calculates diluted net loss per unit and diluted net loss per share by dividing net loss by the weighted average number of common units outstanding or weighted average number of common shares outstanding, as applicable, after giving consideration to the dilutive effect of convertible preferred units, convertible preferred stock, incentive

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

units, restricted common stock and warrants that are outstanding during the period. The Company has generated a net loss in all periods presented, so the basic and diluted net loss per unit and net loss per share are the same, as the inclusion of the potentially dilutive securities would be anti-dilutive.

Income Taxes

Prior to the Reorganization, Scholar Rock, LLC elected to be treated under the partnership provisions of the Internal Revenue Service code. Accordingly, all income and deductions of Scholar Rock, LLC were recorded on the members' individual tax returns and no taxes were recorded by Scholar Rock, LLC. Scholar Rock, Inc., the wholly-owned subsidiary of Scholar Rock, LLC, was taxed as a C-corporation for federal income tax purposes and filed a separate corporate income tax return from the LLC entity. All operations were recorded at Scholar Rock, Inc. Subsequent to the Reorganization, Scholar Rock Holding Corporation became the 100% owner of Scholar Rock, LLC, creating a new ultimate parent company, and a consolidated group for income tax reporting. The Reorganization and change in tax status of the reporting entity did not have an impact on the consolidated tax provision.

Income taxes for Scholar Rock Holding Corporation and Scholar Rock, Inc. are recorded in accordance with ASC Topic 740, *Income Taxes ("ASC 740")*, which provides for deferred taxes using an asset and liability approach. Under this method, deferred income tax assets and liabilities are recognized based on future income tax consequences attributable to differences between the financial statement carrying amount of existing assets and liabilities, and their respective income tax basis. Deferred income tax assets and liabilities are measured using enacted income tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of changes in income tax rates on deferred income tax assets and liabilities is recognized as income or expense in the period that a valuation allowance for any income tax benefits of which future realization is not more likely than not.

The Company provides reserves for potential payments of tax to various tax authorities related to uncertain tax positions. The tax benefits recorded are based on a determination of whether and how much of a tax benefit taken by the Company in its tax filings or positions is "more likely than not" to be realized following resolution of any uncertainty related to the tax benefit, assuming that the matter in question will be raised by the tax authorities.

The Company is open to examination by the Internal Revenue Service for the tax years ended December 31, 2012 to December 31, 2017. The Company is currently not under examination by the Internal Revenue Service or any other jurisdictions for any tax years. The Company has not recorded any interest or penalties on any unrecognized tax benefits since its inception.

Recently Adopted Accounting Pronouncements

In March 2016, the FASB issued Accounting Standards Update No. 2016-09, *Improvements to Employee Share-Based Payment Accounting* (ASU 2016-09). ASU 2016-09 simplified several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. ASU 2016-09 is effective for annual periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. Early adoption is permitted for any entity in any interim or annual period. The Company elected to early adopt ASU 2016-09 effective for the year ended December 31, 2016 and has elected to account for forfeitures when they occur instead of estimating the number of awards that are expected to vest. The adoption of ASU No. 2016-09 did not have a material impact on the Company's

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

financial statements. The Company did not have any excess tax benefits associated with equity exercises and therefore there was no deferred tax asset recorded upon adoption.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations* ("ASU 2017-01"), which clarified the definition of a business and provides a screen to determine when an integrated set of assets and activities is not a business. The screen requires that when substantially all of the fair value of the gross assets acquired, or disposed of, is concentrated in a single identifiable asset or a group of similar identifiable assets, the set is not a business. This new standard is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. Early adoption was permitted. The Company adopted this new standard as of January 1, 2017, with prospective application to any business development transactions.

Recently Issued Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the FASB or other standard setting bodies and adopted by the Company as of the specified effective date.

In May 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which supersedes all existing revenue recognition requirements, including most industry-specific guidance. The new standard requires a company to recognize revenue when it transfers goods or services to customers in an amount that reflects the consideration that the company expects to receive for those goods or services. In April 2016, the FASB issued ASU No. 2016-10, Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing, which amends the guidance on accounting for licenses of intellectual property and identifying performance obligations under the new standard. ASU No. 2014-09 and ASU No. 2016-10 is effective for public business entities for annual reporting periods beginning after December 15, 2017. The Company currently plans to adopt the standard on January 1, 2018. The Company is currently evaluating the potential impact these updates may have on the Company's financial position and results of operations related to its agreement with Janssen. The Company currently anticipates that it will adopt the new standard using the full retrospective method.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which supersedes all existing lease guidance. The new standard requires a company to recognize lease assets and liabilities for leases previously classified as operating leases. The new standard will be effective for the Company on January 1, 2019. The Company is currently evaluating the potential impact that this update may have on the Company's financial position and results of operations.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* ("Topic 230"). The new standard clarifies certain aspects of the statement of cash flows, including the clarification of restricted cash and several clarifications not currently applicable to the Company. The new standard also clarifies that an entity should determine each separately identifiable source or use within the cash receipts and cash payments on the basis of the nature of the underlying cash flows. In situations in which cash receipts and payments have aspects of more than one class of cash flows and cannot be separated by source or use, the appropriate classification should depend on the activity that is likely to be the predominant source or use of cash flows for the item. The new standard will be effective for the Company on January 1, 2019. The adoption of this standard is not expected to have a material impact on the Company's consolidated statements of cash flows.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

In May 2017, the FASB issued ASU No. 2017-09, *Compensation — Stock Compensation* ("ASU 2017-09"), which provided guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting. The new guidance requires modification accounting if the vesting condition, fair value or award classification is not the same both before and after a change to the terms and conditions of the award. This new standard is effective for fiscal years beginning after December 15, 2017, and interim periods within those years. Early adoption was permitted. The Company does not anticipate a material impact to its consolidated financial statements as a result of the adoption of this standard.

Marketable Securities

The Company classifies its marketable securities as available-for-sale. Marketable securities with a remaining maturity date greater than one year are classified as non-current. Marketable securities are maintained by an investment manager and consist of U.S. treasury securities. Marketable securities are carried at fair value with the unrealized gains and losses included in accumulated other comprehensive loss as a component of stockholders' equity (deficit) until realized. Any premium or discount arising at purchase is amortized and/or accreted to interest income and/or expense over the life of the underlying marketable security.

Although available to be sold to meet operating needs or otherwise, securities are generally held through maturity. The cost of securities sold is determined on a specific identification basis, and realized gains and losses are included in interest income (expense) within the statement of operations and comprehensive loss. During 2016 and 2017, there were no realized gains of losses on sales of marketable securities and no marketable securities were adjusted for other than temporary declines in fair value.

The Company evaluates its marketable securities with unrealized losses for other-than-temporary impairment. When assessing marketable securities for other-than-temporary declines in value, the Company considers such factors as, among other things, how significant the decline in value is as a percentage of the original cost, how long the market value of the investment has been less than its original cost, the Company's ability and intent to retain the investment for a period of time sufficient to allow for any anticipated recovery in fair value and market conditions in general. If any adjustment to fair value reflects a decline in the value of the investment that the Company considers to be "other than temporary," the Company would reduce the investment to fair value through a charge to the statement of operations and comprehensive loss. No such adjustments were necessary during the periods presented.

Warrant Liability

The Company accounts for warrant instruments that either conditionally or unconditionally obligate the issuer to transfer assets or issue equity shares as a liability, if it permits the holder to purchase redeemable shares, including shares that are contingently redeemable outside the control of the Company and the warrant itself is indexed to an underlying share that embodies the issuer's obligation to repurchase the share and the issuer has a conditional obligation to transfer the assets if the shares are put back. These warrants are subject to revaluation at each balance sheet date, and any change in fair value are recorded as a component of other expense, until the earlier of their exercise or expiration or upon the completion of a liquidation event.

Subsequent Events

The Company considers events or transactions that occur after the balance sheet date but prior to the issuance of the consolidated financial statements for potential recognition or disclosure in the consolidated

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

financial statements. Subsequent events have been evaluated through the date these consolidated financial statements were issued for potential recognition or disclosure in the consolidated financial statements.

3. Fair Value of Financial Assets and Liabilities

The following table summarizes the assets and liabilities measured at fair value on a recurring basis at December 31, 2016 and 2017 (in thousands):

	Fair Value Measurements at December 31, 2016			
	Total	Level 1	Level 2	Level 3
Assets:				
Money market funds, included in cash and cash equivalents	$ 8,166	$ 8,166	$ —	$ —
Marketable securities:				
U.S. Treasury obligations	19,498	19,498	—	—
Total assets	$ 27,664	$ 27,664	$ —	$ —
Liabilities:				
Warrant to purchase redeemable security	$ 27	$ —	$ —	$ 27
Total liabilities	$ 27	$ —	$ —	$ 27

	Fair Value Measurements at December 31, 2017			
	Total	Level 1	Level 2	Level 3
Assets:				
Money market funds, included in cash and cash equivalents	$ 55,291	$ 55,291	$ —	$ —
Marketable securities:				
U.S. Treasury obligations	1,498	1,498	—	—
Total assets	$ 56,789	$ 56,789	$ —	$ —
Liabilities:				
Warrant to purchase redeemable security	$ 37	$ —	$ —	$ 37
Total liabilities	$ 37	$ —	$ —	$ 37

Cash and cash equivalents and marketable securities include investments in money market funds that invest in U.S. government securities that are valued using quoted market prices. Accordingly, money market funds and government funds are categorized as Level 1 as of December 31, 2016 and 2017.

The carrying amounts reflected in the balance sheets for accounts receivable, prepaid expenses and other current assets, accounts payable, and accrued expenses approximate their fair values at December 31, 2016 and 2017, due to their short-term nature. The Company believes the terms of the loan payable reflect

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

3. Fair Value of Financial Assets and Liabilities (Continued)

current market conditions for an instrument with similar terms and maturity, therefore the carrying value of the Company's debt approximates its fair value based on Level 3 of the fair value hierarchy.

Warrants to Purchase Convertible Preferred Units or Stock Subject to Redemption

In conjunction with the loan and security agreement, the Company issued a warrant to SVB to purchase 21,739 Series A-3 Convertible Preferred Units at a purchase price of $1.38 per unit. In connection with the Reorganization, the warrant was converted to or exchanged for a warrant to purchase 21,739 shares of Series A-3 Convertible Preferred Stock at the same purchase price. The warrant is exercisable immediately and expires on August 10, 2025. The Company determined that the warrant represents an instrument to purchase a redeemable security, and, therefore, is required to be classified as a liability on the balance sheet. Because the warrant is classified as a liability, the liability is re-measured at its fair value at each balance sheet date.

The fair value of the warrant is estimated using the Black-Scholes option pricing model. The estimates in the Black-Scholes option pricing model are based, in part, on subjective assumptions, including stock price volatility, term of the warrants, risk free interest rate, dividend yield and fair value of the preferred stock underlying the warrants. Such assumptions could differ materially in the future. The warrant was initially valued at $20,300 and was included in issuance costs incurred in connection with the loan payable, recorded as a discount to the debt and amortized over the term of the loan as interest expense. The change in fair value of the warrant is recorded as other expense in the consolidated statement of operations.

The following assumptions were used in valuing the warrant at December 31, 2016 and 2017:

	December 31,	
	2016	2017
Interest rate	2.35%	2.33%
Expected dividend yield	0.00%	0.00%
Expected term (years)	8.61	7.61
Expected volatility	60.40%	77.40%

The following table sets forth a summary of changes in the fair value of the warrant, which represented a recurring measurement classified within Level 3 of the fair value hierarchy, wherein fair value was estimated using significant unobservable inputs (in thousands):

Balance at December 31, 2015	$ 28
Change in fair value of warrant included in other income (expense), net	(1)
Balance at December 31, 2016	27
Change in fair value of warrant included in other income (expense), net	10
Balance at December 31, 2017	$ 37

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

4. Marketable Securities

The following table summarizes the Company's investments as of December 31, 2016 (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Marketable securities available-for-sale:				
U.S. Treasury obligations	$ 19,518	$ —	$ (20)	$ 19,498
Total available-for-sale securities	$ 19,518	$ —	$ (20)	$ 19,498

The aggregate fair value of marketable securities with unrealized losses was $19.5 million at December 31, 2016. At December 31, 2016, 13 investments were in an unrealized loss position. All such investments have been in an unrealized loss position for less than a year and these losses are considered temporary. The Company has the ability and intent to hold these investments until a recovery of their amortized cost. As of December 31, 2016, the Company held one investment with a fair value of $1.5 million with a maturity greater than one year. This investment matures in March 2018.

The following table summarizes the Company's investments as of December 31, 2017 (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Marketable securities available-for-sale:				
U.S. Treasury obligations	$ 1,480	$ 18	$ —	$ 1,498
Total available-for-sale securities	$ 1,480	$ 18	$ —	$ 1,498

The Company did not have any marketable securities in an unrealized loss position at December 31, 2017.

5. Property and Equipment, Net

At December 31, 2016 and 2017, property and equipment consists of the following (in thousands):

	As of December 31, 2016	2017
Laboratory equipment	$ 1,673	$ 2,074
Furniture & fixtures	132	151
Machinery & equipment	7	7
Leasehold improvements	1,498	1,498
	3,310	3,730
Less: Accumulated depreciation and amortization	(880)	(1,549)
	$ 2,430	$ 2,181

Depreciation and amortization expense was $575,000 and $669,000 for the years ended December 31, 2016 and 2017, respectively.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

6. Accrued Expenses

At December 31, 2016 and 2017, accrued expenses consist of the following (in thousands):

	As of December 31,	
	2016	2017
Accrued external research and development expense	$ 451	$ 1,225
Accrued payroll and related expenses	817	1,174
Accrued professional and consulting expense	201	382
Accrued other	18	15
	$ 1,487	$ 2,796

7. Member Units

Prior to the Reorganization, all interests of members in distributions and other amounts were represented by their units of membership in the Company as specified in its operating agreement. There were two classes of units, capital units and incentive units. Capital units were comprised of common units and convertible preferred units, which represent a capital interest in the Company, while incentive units represent profits interests within the meaning of IRS Revenue Procedures 93-27 and 2001-43. The various classes of capital units are described below.

8. Common Units

As of December 31, 2015, the Company had outstanding 4,576,500 common units. There were no additional common units issued during the years ended December 31, 2016 and 2017.

Holders of common units were entitled to one vote per unit and receive dividends, when and if declared by the Board of Directors. No common unit dividends were declared. The voting, dividend, and liquidation rights of the holders of the common units were subject to, and qualified by, the rights of the holders of the Series A Convertible Preferred Units and the Series B Convertible Preferred Units.

9. Convertible Preferred Units

Prior to 2016, the Company had sold Series A-1, A-2, A-3 and A-4 Convertible Preferred Units. The Series A-1, A-2, A-3 and A-4 Convertible Preferred Units are collectively referred to as the Series A Convertible Preferred Units. Additionally, the Company sold 12,098,785 Series B Convertible Preferred Units. The Series A Convertible Preferred Units and Series B Convertible Preferred Units are collectively considered the Convertible Preferred Units.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

9. Convertible Preferred Units (Continued)

As of December 31, 2016, the Convertible Preferred Units consisted of the following (in thousands, except unit amounts):

	As of December 31, 2016				
	Preferred Units Authorized	Preferred Units Issued and Outstanding	Carrying Value	Liquidation Preference	Common Units Issuable Upon Conversion
Series A-1 convertible preferred units	2,000,000	2,000,000	$ 1,942	$ 2,000	2,000,000
Series A-2 convertible preferred units	5,066,915	5,066,915	6,004	6,080	5,066,915
Series A-3 convertible preferred units	5,601,448	5,579,709	7,698	7,700	5,579,709
Series A-4 convertible preferred units	3,906,738	3,906,738	6,198	6,200	3,906,738
Series B convertible preferred units	13,526,994	12,098,785	36,215	36,297	12,098,785
	30,102,095	28,652,147	$ 58,057	$ 58,277	28,652,147

In May 2017, the Company issued 1,428,209 shares of Series B Convertible Preferred Units for net proceeds of $4.3 million.

The rights, preferences and privileges of the Convertible Preferred Units were as follows:

Liquidation

In the event of any liquidation, dissolution or winding up of affairs of the Company (including a change of control), distributions would have first been made to holders of the Series B Convertible Preferred Units equal to their original issue price plus any declared but unpaid dividends. The Series B Convertible Preferred Units were issued at $3.00 per unit. After distribution to the Series B Convertible Preferred Unit holders, the holders of the Series A Convertible Preferred Units as a class would have received a distribution equal to their original issue price plus any declared but unpaid dividends. The Series A-1, A-2, A-3 and A-4 Convertible Preferred Units were issued at $1.00, $1.20, $1.38 and $1.587, respectively. Next, the common unit holders and incentive unit holders would have received a distribution in proportion to the respective aggregate number of common units and incentive units held by each member until each common and incentive unit holder had received, on a per unit basis, the sum of the amounts distributed to the holders of the Series A Convertible Preferred Units less any amounts distributed for dividends. Next, the Series A Convertible Preferred Unit holders, the common unit holders, and incentive unit holders would have received a distribution in proportion to the respective aggregate number of Series A Convertible Preferred Units, common units, and incentive units held by each member until each Series A Convertible Preferred Unit holder, common unit holder, and incentive unit holder had received, on a per unit basis, the sum of the amounts distributed to the holders of the Series B Convertible Preferred Units less any amounts distributed for dividends. Any remaining amount available for distribution would have been made to holders of the Convertible Preferred Units, on an as converted basis, common units and incentive units, in proportion to the respective number of units held by each member.

Incentive unit holders would have participated in distributions as described above only after the distribution met the strike price with respect to such unit. The strike price is an amount per incentive unit determined by the Board of Directors based on the amount of distributions that the holders of a common unit would have been entitled to receive in a hypothetical liquidation of the Company on the date of issuance of the

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

9. Convertible Preferred Units (Continued)

incentive unit in which the Company sold its assets at fair market value, satisfied its liabilities and distributed the net proceeds to the holders of units in liquidation of the Company. Incentive unit holders would have participated in distributions only after the distribution met the strike price with respect to such unit. The Board of Directors had the discretion to determine the extent to which an incentive unit would have been excluded from participating in distributions.

Conversion

The Convertible Preferred Units could have been converted by the holder at any time into a number of common units equal to the number of Convertible Preferred Units being converted. Upon either the closing of a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, in which the price per common unit was at least $3.00 per share and the aggregate gross proceeds were at least $40 million or the occurrence of an event, specified by vote or written consent of the supermajority interest (members holding at least 70% of the outstanding Convertible Preferred Units, voting or consenting together as a single class on an as-converted basis), all outstanding Convertible Preferred Units would have been automatically converted into a number of common units equal to the number of Convertible Preferred Units at the then applicable conversion rate which was equal to their issuance price noted above. Further, the automatic conversion of the Series B Convertible Preferred Units would not have been automatically converted into common units without the affirmative vote or written consent of the members holding at least 61% of the outstanding Series B Convertible Preferred Units.

Dividends

Dividends, if declared, were payable to each Convertible Preferred Unit holder as follows:

Convertible Preferred Unit	Dividend Per Unit
B	$ 0.240
A-4	0.127
A-3	0.110
A-2	0.096
A-1	0.080

Dividends were subject to appropriate adjustment in the event of any unit dividend, unit split, combination or other similar recapitalization with respect to the units. Dividends were payable when and as declared by the Board of Directors, were not cumulative and did not accrue to unit holders by reason of the fact that they are not declared or paid in any calendar year. No dividends have been declared by the Board of Directors since inception.

Voting

On any matter to be approved by the unit holders, holders of Convertible Preferred Units had the right to cast a number of votes equal to the number of common units into which the Convertible Preferred Units held by such holder would have converted.

Redemption

The Company's Convertible Preferred Units have been classified as temporary equity on the accompanying consolidated balance sheets in accordance with authoritative guidance for the classification and measurement of redeemable securities as the Convertible Preferred Units are redeemable upon the

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

9. Convertible Preferred Units (Continued)

occurrence of a liquidation event. The carrying value of the Company's Convertible Preferred Units was not adjusted because a liquidation event was not probable and did not occur.

The Company has evaluated the Convertible Preferred Units and determined that they should be considered an "equity host" and not a "debt host." The evaluation was necessary to determine if any embedded features required bifurcation and separate accounting as a derivative financial instrument. The Company's analysis was based on a consideration of the economic characteristics and risks and more specifically, evaluated all the stated and implied substantive terms and features including (i) whether the Convertible Preferred Unit included redemption features, (ii) how and when any redemption features could have been exercised, (iii) whether the Convertible Preferred Units were entitled to dividends, (iv) the voting rights of the Convertible Preferred Unit and (v) the existence and nature of any conversion rights. As a result of its evaluation that the Convertible Preferred Unit is an "equity host," the various embedded conversion options are not considered a separate, embedded derivative.

10. Reorganization and Convertible Preferred Stock

In connection with the Reorganization:

- Holders of Scholar Rock, LLC Series B Convertible Preferred Units received one share of Scholar Rock Holding Corporation Series B Convertible Preferred Stock for each outstanding Series B Convertible Preferred Units held immediately prior to the Reorganization, with an aggregate of 13,526,994 shares of Scholar Rock Holding Corporation Series B Convertible Preferred Stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-4 Convertible Preferred Units received one share of Scholar Rock Holding Corporation Series A-4 Convertible Preferred Stock for each outstanding Series A-4 Convertible Preferred Units held immediately prior to the Reorganization, with an aggregate of 3,906,738 shares of Scholar Rock Holding Corporation Series A-4 Convertible Preferred Stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-3 Convertible Preferred Units received one share of Scholar Rock Holding Corporation Series A-3 Convertible Preferred Stock for each outstanding Series A-3 Convertible Preferred Units held immediately prior to the Reorganization, with an aggregate of 5,579,709 shares of Scholar Rock Holding Corporation Series A-3 Convertible Preferred Stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-2 Convertible Preferred Units received one share of Scholar Rock Holding Corporation Series A-2 Convertible Preferred Stock for each outstanding Series A-2 Convertible Preferred Units held immediately prior to the Reorganization, with an aggregate of 5,066,915 shares of Scholar Rock Holding Corporation Series A-2 Convertible Preferred Stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Series A-1 Convertible Preferred Units received one share of Scholar Rock Holding Corporation Series A-1 Convertible Preferred Stock for each outstanding Series A-1 Convertible Preferred Units held immediately prior to the Reorganization, with an aggregate of 2,000,000 shares of Scholar Rock Holding Corporation Series A-1 Convertible Preferred Stock issued in the Reorganization;
- Holders of Scholar Rock, LLC Common Units received one share of Scholar Rock Holding Corporation common stock for each outstanding Common Unit held immediately prior to the Reorganization, with an aggregate of 4,576,500 shares of common stock issued in the Reorganization;

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

10. Reorganization and Convertible Preferred Stock (Continued)

- Holders of Scholar Rock, LLC vested and unvested incentive units, irrespective of any strike price or voting rights on any such outstanding incentive units, exchanged such incentive units for an equal number of shares of common stock or restricted common stock, respectively. The restricted common stock was issued with the same vesting terms as the unvested incentive units held immediately prior to the Reorganization. An aggregate of 6,758,945 shares of common stock and restricted common stock were issued in the Reorganization; and

- The outstanding warrant to purchase 21,739 shares of Series A-3 Convertible Preferred Units at a purchase price of $1.38 per share was converted to a warrant to purchase 21,739 shares of Series A-3 Convertible Preferred Stock at the same purchase price.

In evaluating the Reorganization, the Company considered that (i) with the exception of holders of Incentive Units, there were no changes in ownership interest held by each stockholder as a result of the Reorganization, (ii) the changes in the overall ownership interest of the Company resulting from the changes in ownership interest related to the holders of Incentive Units as a result of the Reorganization is not significant and (iii) the Reorganization occurred between a parent and wholly owned subsidiary, where the parent, Scholar Rock, LLC, had no substantive operations. Based on this evaluation, the Company determined that the Reorganization lacked economic substance and should be accounted for in a manner consistent with a common control transaction. Similarly, there was no change in fair value between the stockholders, individually or as a class, the Company determined that the exchange of shares occurring in the Reorganization should be accounted for as a modification of equity securities.

11. Convertible Preferred Stock and Common Stock

Convertible Preferred Stock

The Series A-1, A-2, A-3 and A-4 Convertible Preferred Stock issued in connection with the Reorganization are collectively referred to as Series A Convertible Preferred Stock.

On December 22, 2017, the Company entered into the Series C Preferred Stock Purchase Agreement pursuant to which the Company issued 13,055,555 shares of Series C Convertible Preferred Stock for net proceeds of $46.9 million.

The Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and the Series C Convertible Preferred Stock are collectively referred to as Convertible Preferred Stock.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

11. Convertible Preferred Stock and Common Stock (Continued)

As of December 31, 2017, the Convertible Preferred Stock consisted of the following (in thousands, except share amounts):

	As of December 31, 2017				
	Preferred Shares Authorized	Preferred Shares Issued and Outstanding	Carrying Value	Liquidation Preference	Common Shares Issuable Upon Conversion
Series A-1 convertible preferred stock	2,000,000	2,000,000	$ 1,942	$ 2,000	2,000,000
Series A-2 convertible preferred stock	5,066,915	5,066,915	6,004	6,080	5,066,915
Series A-3 convertible preferred stock	5,601,448	5,579,709	7,698	7,700	5,579,709
Series A-4 convertible preferred stock	3,906,739	3,906,738	6,198	6,200	3,906,738
Series B convertible preferred stock	13,526,994	13,526,994	40,500	40,581	13,526,994
Series C convertible preferred stock	13,055,555	13,055,555	46,890	47,000	13,055,555
	43,157,651	43,135,911	$ 109,232	$ 109,561	43,135,911

The terms of the Convertible Preferred Stock are as follows:

Liquidation

In the event of any liquidation, dissolution or winding up of affairs of the Company (or upon a deemed liquidation event), distributions are first made to holders of the Series C Convertible Preferred Stock equal to the greater of (i) their original issuance price, plus any declared but unpaid dividends or (ii) the amount that the holder would be entitled upon conversion into common stock. The original issue price of the Series C Convertible Preferred Stock was $3.60 per share. After distribution to the Series C Convertible Preferred Stockholders, distributions are made to holders of the Series B Convertible Preferred Stock equal to the greater of (i) their original issue price plus any declared but unpaid dividends or (ii) the amount that the holder would be entitled upon conversion into common stock. The original issue price of Series B Convertible Preferred Stock is $3.00 per share. After distribution to the Series B Convertible Preferred Stockholders, the holders of the Series A Convertible Preferred Stock, as a class, will receive a distribution equal to the greater of (i) their original issue price plus any declared but unpaid dividends or (ii) the amount that the holder would be entitled upon conversion into common stock. The original issue price of the Series A-1, A-2, A-3 and A-4 Convertible Preferred Stock is $1.00, $1.20, $1.38 and $1.587, respectively. Upon completion of the preferential payments to holders of Convertible Preferred Stock, all of the remaining assets shall be distributed among the holders of Convertible Preferred Stock and common stock pro rata based on the number of shares of common stock held by each, assuming conversion of all outstanding shares of Convertible Preferred Stock.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

11. Convertible Preferred Stock and Common Stock (Continued)

A deemed liquidation event is defined as a merger (unless the shares of capital stock prior to the transaction represent a majority of the post merger voting rights) or the sale or transfer of substantially all of the assets of the Company unless the holders of at least (i) 80% of the Convertible Preferred Stock, (ii) 61% of the Series B Convertible Preferred Stock and (iii) a majority of the Series C Convertible Preferred Stock elect otherwise.

Conversion

Shares of Convertible Preferred Stock may be converted by the holder at any time into a number of common shares equal to such number of shares as determined by dividing the original issue price by the conversion price in effect at the time. The conversion price is equal to the original issue price for all Convertible Preferred Stock as of December 31, 2017. The conversion price is subject to adjustments in the event of any stock dividend, stock split, combination or other similar recapitalization and other adjustments as set forth in the Company's certificate of incorporation. Upon either the closing of a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, in which the aggregate gross proceeds are at least $55 million or the occurrence of an event, specified by vote or written consent of the supermajority interest (members holding at least 80% of the outstanding Convertible Preferred Stock, voting or consenting together as a single class on an as-converted basis), all outstanding Convertible Preferred Stock will be automatically converted into a number of common shares equal to the number of Convertible Preferred Stock at the then applicable conversion rate which is equal to their original issue price noted above.

Dividends

Dividends, if declared, are payable to each holder of Convertible Preferred Stock as follows:

Convertible Preferred Stock	Dividend Per Share
C	$ 0.288
B	0.240
A-4	0.127
A-3	0.110
A-2	0.096
A-1	0.080

Dividends are subject to appropriate adjustment in the event of any stock split, stock dividend, combination or other similar recapitalization with respect to the shares. Dividends are payable when and as declared by the Board of Directors, are not cumulative and do not accrue to shareholders by reason of the fact that they are not declared or paid in any calendar year. No dividends have been declared or paid by the Company to the holders of Convertible Preferred Stock since issuance of the Convertible Preferred Stock.

Voting

On any matter to be approved by the stockholders, holders of Convertible Preferred Stock have the right to cast a number of votes equal to the number of shares of common stock into which the shares of Convertible Preferred Stock held by such holder convert.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

11. Convertible Preferred Stock and Common Stock (Continued)

Redemption

The Company's Convertible Preferred Stock has been classified as temporary equity on the accompanying consolidated balance sheets in accordance with authoritative guidance for the classification and measurement of redeemable securities as the Convertible Preferred Stock is redeemable upon the occurrence of a deemed liquidation event. The carrying value of the Company's Convertible Preferred Stock is not being adjusted because a deemed liquidation event is not probable.

The Company has evaluated the Convertible Preferred Stock and determined that they should be considered an "equity host" and not a "debt host." The evaluation was necessary to determine if any embedded features require bifurcation and separate accounting as a derivative financial instrument. The Company's analysis was based on a consideration of the economic characteristics and risks and more specifically, evaluated all the stated and implied substantive terms and features including (i) whether the Convertible Preferred Stock includes redemption features, (ii) how and when any redemption features could be exercised, (iii) whether the Convertible Preferred Stock is entitled to dividends, (iv) the voting rights of the Convertible Preferred Stock and (v) the existence and nature of any conversion rights. As a result of its evaluation that the Convertible Preferred Stock is an "equity host," the various embedded conversion options are not considered a separate, embedded derivative.

Common Stock

The voting, dividend and liquidation rights of the holders of common stock are subject to and qualified by the rights, powers and preferences of the holders of Convertible Preferred Stock. The common stock has the following characteristics:

Voting

The holders of shares of common stock are entitled to one vote for each share of common stock held at any meeting of stockholders and at the time of any written action in lieu of a meeting.

Dividends

The holders of shares of common stock are entitled to receive dividends, if and when declared by the Company's board of directors. Cash dividends may not be declared or paid to holders of shares of common stock until all unpaid dividends on Convertible Preferred Stock have been paid in accordance with their terms. No dividends have been declared or paid by the company to the holders of common stock since the issuance of the common stock.

Liquidation

After payment of the respective liquidation preferences to the holders of Convertible Preferred Stock, the holders of common stock are entitled to share ratably in the Company's remaining assets available for distribution to its stockholders in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company or upon the occurrence of a deemed liquidation event.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

11. Convertible Preferred Stock and Common Stock (Continued)

Shares reserved for future issuance

As of December 31, 2017, the Company had reserved common shares for the conversion of outstanding Convertible Preferred Stock and for future issuance under the 2017 Stock Option and Incentive Plan (the "2017 Plan") as follows:

	Shares
Common shares reserved for conversion of convertible preferred stock outstanding	43,135,911
Common shares reserved for conversion of convertible preferred shares issuable upon exercise of a warrant	21,739
Common shares reserved for future issuance under the 2017 Plan	3,105,333
	46,262,983

12. Equity-Based Compensation

Prior to the Reorganization, the Company's operating agreement, as amended and restated, provided for the granting of incentive units to employees, officers, directors and consultants under the 2013 Equity Incentive Plan (the "2013 Plan"), as determined by the Board of Directors. At December 31, 2016, 6,086,500 incentive units were authorized to be granted under the 2013 Plan.

2013 Equity Incentive Plan

The terms of the incentive units granted prior to the Reorganization were determined by the Board of Directors and included vesting, forfeiture, repurchase and other provisions. The Board of Directors also determined whether each incentive unit granted was a voting incentive unit, having the right to vote on any matter the common units had the right to vote on, or a non-voting incentive unit and not carry the right to vote. At December 31, 2016, there were 3,765,771 incentive units that were voting, and 1,253,687 incentive units that were non-voting, respectively. Incentive units had no rights to dividends and were entitled to distributions. Incentive unit holders were not required to purchase or "exercise" their incentive units in order to receive such distributions. However, distributions to incentive unit holders began only after the cumulative amount distributed to common unit holders exceeded the strike price with respect to such incentive unit. Distributions were entitled to be made to incentive unit holders whether vested or unvested. Unvested distributions were to be held by the Company until the incentive units vest, at which time they would be released to the incentive unit holder. The Board of Directors had the discretion to determine the extent to which an incentive unit would be excluded from participating in distributions. Unless otherwise approved by the Board of Directors, the incentive units generally vested over a four year period with the first 25% vesting following 12 months of employment or service and the remaining incentive units vesting in equal quarterly installments over the following 36 months. The incentive units had no contractual term.

In connection with the issuance of each incentive unit, the Board of Directors set a strike price based on the amount of distributions that the holders of a common unit would be entitled to receive in a hypothetical liquidation of the Company on the date of issuance of the incentive unit in which the Company sold its assets at fair market value, satisfied its liabilities and distributed the net proceeds to the holders of units in liquidation of the Company.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

12. Equity-Based Compensation (Continued)

A summary of the Company's incentive unit activity under the 2013 Plan and related information is as follows:

	Number of Units	Weighted Average Fair Value per Unit	Weighted Average Strike Price per Unit
Outstanding at December 31, 2016	5,019,458	$ 0.71	$ 0.38
Granted	1,774,462	1.27	0.92
Forfeited	(34,975)	1.00	0.78
Exchanged for common stock and restricted common stock pursuant to the Reorganization	(6,758,945)	0.85	0.52
Outstanding at December 31, 2017	—		

The weighted average grant date fair value for incentive units granted in 2016 was $0.98 per unit.

A summary of vested incentive units is as follows:

	Number of Units
Vested at December 31, 2016	1,815,362
Vesting through the date of the Reorganization	1,403,140
Vested as of the Reorganization	3,218,502

The total fair value of employee incentive units vested during 2016 and during 2017 through the date of the Reorganization was $391,000 and $1.1 million, respectively.

Incentive Unit Compensation Expense Assumptions

In 2017, the fair value of incentive units granted to both employees and non-employees was determined using the market approach, including the guideline public company method and a precedent transaction method which "backsolves" to a preferred price. Equity value was allocated to the common units, incentive units and convertible preferred units using either an option-pricing method ("OPM"), or a hybrid method, which is a hybrid between the OPM and the probability-weighted expected return method. The OPM treats common securities and preferred securities as call options on the total equity value of a company, with exercise prices based on the value thresholds at which the allocation among the various holders of a company's securities changes. Under this method, the common and incentive units have value only if the funds available for distribution to members exceed the value of the preferred security liquidation preference at the time of the liquidity event, such as a strategic sale or a merger. The hybrid method estimates the probability-weighted value across multiple scenarios but uses the OPM to estimate the allocation of value within at least one of the scenarios. In addition to the OPM, the hybrid method considers an IPO scenario in which preferred shares are assumed to convert to common stock. The future value of the incentive units

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

12. Equity-Based Compensation (Continued)

in the IPO scenario is discounted back to the valuation date at an appropriate risk adjusted discount rate. In the hybrid method, the present value indicated for each scenario is probability weighted to arrive at an indication of value for the common and incentive units.

The following assumptions were used in determining the fair value of incentive units granted to both employees and non-employees during 2016 and 2017:

	2016	2017
Risk-free interest rate	1.61%	1.48% - 1.97%
Expected dividend yield	—	—
Expected term (years to liquidity)	3.61	2.63 - 3.23
Expected volatility	69%	71% - 77%

The Company determined the risk-free rate based on constant maturing U.S. Treasury rates commensurate with the expected term, not seasonally adjusted. The Company has never paid, and does not anticipate paying, any cash dividends in the foreseeable future, and therefore uses an expected dividend yield of zero. Incentive units do not have an explicit contractual term. The Company, therefore, based its assumption on a weighted average of various liquidation scenarios, which would require a distribution to the incentive units. Since the Company was privately held as of the date of these financial statements, it does not have relevant historical data to support its expected volatility. As such, the Company has used a weighted-average of expected volatility based on the volatilities of a representative group of publicly traded biopharmaceutical companies. For purposes of identifying representative companies, the Company considered characteristics such as stage of development and area of therapeutic focus. Forfeitures of incentive units are accounted for when they occur, pursuant to the Company's early adoption of ASU 2016-09, *Improvements to Employee Share-Based Payment Accounting* ("ASU 2016-09"). In 2016 and 2017, the Company recorded a reduction in compensation expense for forfeitures of incentive units of $18,000 and $15,000, respectively, in accordance with ASU 2016-09. No prior periods were retrospectively adjusted as the impact of this change in accounting was immaterial to the financial statements.

Incentive Units Granted to Non-Employees

During the years ended December 31, 2016 and 2017, the Company granted incentive units to non-employees. The Company valued these incentive units based on their fair value on the date of grant.

The unvested incentive units granted to non-employees have been re-measured using the Company's estimate of fair value at each vesting date through the remaining vesting period. Equity-based compensation expense of $22,000 and $60,000 was recorded for the years ended December 31, 2016 and 2017, respectively relating to non-employee incentive unit awards.

Compensation Expense related to Incentive Units

The Company recorded equity-based compensation expense for incentive units granted to employees, directors and non-employees of $556,000 and $1,059,000 for the years ended December 31, 2016 and 2017, respectively.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

12. Equity-Based Compensation (Continued)

2017 Stock Option and Incentive Plan

The 2017 Plan provides for the grant of incentive stock options, non-qualified stock options, restricted stock awards, unrestricted stock awards and restricted stock units. The 2017 Plan is administered by the Board of Directors, or at the discretion of the Board of Directors, by a committee of the board comprised of not less than two directors. The exercise prices, vesting and other restrictions are determined at the discretion of the Board of Directors, or their committee if so delegated, except that the exercise price per share of stock options may not be less than 100% of the fair market value of the share of common stock on the date of grant and the term of stock option may not be greater than ten years. The number of shares initially reserved for issuance under the 2017 Plan was 9,864,278 shares of common stock. The shares of common stock underlying any awards that are forfeited, cancelled, repurchased or are otherwise terminated by the Company under the 2017 Plan will be added back to the shares of common stock available for issuance under the 2017 Plan.

Reorganization

As part of the Reorganization, the Company terminated the 2013 Plan and instituted the 2017 Plan. At December 31, 2017, 9,864,278 shares were authorized to be granted under the 2017 Plan.

Pursuant to the Reorganization, all vested and unvested incentive units granted under the 2013 Plan which were outstanding immediately prior to the Reorganization, irrespective of any strike price or voting rights on any such outstanding incentive units, were exchanged for an equal number of shares of common stock or restricted common stock, respectively, under the 2017 Plan. The restricted common stock was issued with the same vesting terms as the unvested incentive units held immediately prior to the Reorganization.

The following table summarizes the common stock and restricted common stock activity under the 2017 Plan:

	Number of Shares	Weighted Average Fair Value per Share at Issuance
Common stock and restricted common stock issued as part of the Reorganization	6,758,945	$ 2.02
Vested as of and after the Reorganization	3,275,708	$ 2.02
Restricted common stock as of December 31, 2017	3,483,237	$ 2.02

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

12. Equity-Based Compensation (Continued)

The Company accounted for the exchange of incentive units in Scholar Rock, LLC for common stock and restricted common stock of Scholar Rock Holding Corporation, as a modification in accordance with the requirements of ASC 718. The Company determined the fair value of the common stock and restricted common stock using the market approach, including the guideline public company method and the precedent transaction method which "backsolves" to a preferred price. Accordingly, the Company determined there was an excess fair value of the replacement awards over the fair value of the incentive units exchanged in connection with the Reorganization, which resulted in incremental compensation expense of $1.4 million of which $423,000 was recognized in 2017. The incremental fair value related to vested awards was recognized immediately as compensation expense. The incremental fair value of unvested awards and any remaining unrecognized compensation of the original awards will be recognized as compensation expense over the remaining vesting period.

As of December 31, 2017, the Company had unrecognized equity-based compensation expense of $4.4 million related to restricted common stock issued to employees, which is expected to be recognized over 2.9 years.

Total Equity-based Compensation Expense

During the years ended December 31, 2016 and 2017, the Company recorded compensation expense related to incentive units, common stock, and restricted common stock for employees and non-employees, which was allocated as follows in the consolidated statements of operations (in thousands):

	Year Ended December 31,	
	2016	2017
Research and development expense	$ 264	$ 704
General and administrative expense	292	778
	$ 556	$ 1,482

Performance-based Awards

The Company had granted incentive units, which contain both performance-based and service-based vesting criteria. Milestone events are specific to the Company's corporate goals, including but not limited to certain research and funding milestones. Equity-based compensation expense associated with these performance-based awards is recognized if the performance condition is considered probable of achievement using management's best estimates. Consistent with all incentive units, as part of the Reorganization, the incentive units granted with performance-based and service-based vesting criteria were exchanged for restricted common stock with the same vesting terms. In 2016 and 2017, compensation expense of $101,000 and $91,000 was recorded related to performance-based awards.

13. Income Taxes

The Company has not recorded a current or deferred tax provision for the years ended December 31, 2016 and 2017.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

13. Income Taxes (Continued)

The effective income tax rate differed from the amount computed by applying the federal statutory rate to our loss before income taxes as follows:

	For Year Ended December 31,	
	2016	2017
Tax effected at statutory rate	34.0%	34.0%
State taxes	6.0	8.1
Stock compensation	(1.2)	(2.0)
Non-taxable income	0.5	0.3
Non deductible expenses	0.0	0.1
Impact of federal rate change on net deferred taxes	0.0	(27.0)
Federal research and development credits	1.2	2.3
Change in valuation allowance	40.5	(15.8)
	0.0%	0.0%

Deferred tax assets (liabilities) consist of the following at December 31, 2016 and 2017 (in thousands):

	As of December 31,	
	2016	2017
Long-term net deferred tax assets:		
Reserve and accruals	$ 341	$ 340
Net operating loss carryforwards	10,532	13,734
Deferred rent	355	190
Tax credits	847	1,665
Fixed and intangible assets	(235)	(128)
Total long-term net deferred tax assets:	11,840	15,801
Valuation allowance	(11,840)	(15,801)
Total net deferred tax assets	$ —	$ —

Total Net Deferred Tax Assets

Deferred tax assets are reduced by a valuation allowance if, based on the weight of available positive and negative evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. For the years ended December 31, 2016 and 2017, the valuation allowance for deferred tax assets increased by $6.6 million and $4.0 million, respectively. This increase mainly relates to the establishment of valuation allowance against the Company's net domestic deferred tax assets in connection with net operating losses generated in each year, and the recording of additional net operating losses and credit carryforwards, partially offset by a revaluation of the federal deferred tax assets in 2017 based on the tax law change discussed below. As of December 31, 2017, the Company had $50.4 million and

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

13. Income Taxes (Continued)

$49.8 million of Federal and state operating loss carryforwards respectively, which begin to expire in 2034. These loss carryforwards are available to reduce future taxable income, if any. In addition, as of December 31, 2017, the Company had $1.1 million and $0.7 million of Federal and state credit carryovers which begin to expire in 2034 and 2020, respectively. These loss and credit carryforwards are subject to review and possible adjustment by the appropriate taxing authorities. The amount of loss and credit carryforwards that may be utilized in any future period may be limited based upon changes in the ownership of the company's ultimate parent.

On December 22, 2017, the Tax Cuts and Jobs Act ("TCJA") was signed into law. The TCJA significantly revises the U.S. corporate income tax by, among other things, lowering corporate income tax rates, implementing a hybrid territorial tax system, and imposing a one-time repatriation tax on foreign cash and earnings. The Company has assessed the impact of this law change on the realization of its deferred tax assets and the remeasurement of the deferred tax assets and liabilities to the lower statutory federal US tax rate. The remeasurement of the deferred tax assets and liabilities did not result in a change to the current year income tax provision or balance sheet, as an offsetting adjustment was also recorded to the valuation allowance maintained on these accounts. The Company also had no investments in specified foreign corporations as of December 31, 2017. The Company's assessment of the TCJA is ongoing and assumptions and estimates may need to be revised based on new information available and as additional transition guidance is related by the IRS. The assessment is expected to be completed no later than the fourth quarter of calendar year 2018.

The Company follows the provisions of ASC 740-10, "Accounting for Uncertainty in Income Taxes," which specifies how tax benefits for uncertain tax positions are to be recognized, measured, and recorded in financial statements; requires certain disclosures of uncertain tax matters; specifies how reserves for uncertain tax positions should be classified on the balance sheet; and provides transition and interim period guidance, among other provisions. As of December 31, 2016 and 2017, the Company has not recorded any amounts for uncertain tax positions. The Company's policy is to recognize interest and penalties accrued on any uncertain tax positions as a component of income tax expense, if any, in its statements of income. For the years ended December 31, 2016 and 2017, no estimated interest or penalties were recognized on uncertain tax positions. The Company has not yet conducted a study of its research and development credit carry forwards. Such a study may result in an adjustment to the Company's research and development credit carryforwards; however, until a study is completed and any adjustment is known, no amount is being presented as an uncertain tax position. A full valuation allowance has been provided against the Company's research and development credits, and, if an adjustment is required, this adjustment would be offset by an adjustment to the valuation allowance. Thus, there would be no impact to the balance sheet or statement of operations and comprehensive loss if an adjustment were required.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

14. Commitments and Contingencies

Operating Leases

Office Equipment

The Company leases certain office equipment under non-cancelable operating leases. Total costs for such leases was $11,000 and $11,000 for the year ended December 31, 2016 and 2017, respectively. The future minimum lease payments for these leases as of December 31, 2017 are as follows (in thousands):

Year ending December 31,	
2018	$ 7
Total minimum lease payments	$ 7

Facility Lease

In March 2015, the Company entered into a 5-year facility lease for approximately 11,600 square feet of space at 620 Memorial Drive, Cambridge, Massachusetts. The lease provided for a landlord contribution towards normal tenant improvements which was capitalized and recorded as deferred rent and amortizes as a reduction to rent expense over the lease term.

Minimum annual rent payments under this lease for the remaining three years, excluding operating expenses and taxes which are not fixed for future periods as of December 31, 2017, are as follows (in thousands):

Year ending December 31,	
2018	$ 689
2019	709
2020	604
Total minimum lease payments	$ 2,002

In accordance with the lease, the Company entered into a cash-collateralized irrevocable standby letter of credit in the amount of $205,000 naming the landlord as beneficiary and the amount is included in restricted cash in the consolidated balance sheets. The Company has a single option to extend the lease by an additional three years at market rental rates.

Legal Proceedings

The Company is not currently a party to any material legal proceedings.

15. Loan Payable

In August 2015, the Company entered into a Loan and Security Agreement with Silicon Valley Bank ("SVB"), which provided the Company an equipment line of credit of up to $2 million to finance the purchase of eligible equipment. Pursuant to the agreement, SVB was obligated to make up to five equipment advances, each in an amount of at least $100,000 during the draw period which began on the

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

15. Loan Payable (Continued)

effective date, August 11, 2015, and ended on June 30, 2016. The Company borrowed $677,000 against the line of credit as of December 31, 2015.

In August 2016, the Company entered into the First Amendment to the Loan and Security Agreement ("First Amendment"), which provided the Company an extension of the draw period to December 31, 2016. The Company borrowed $1.3 million in 2016 against the line of credit, which fulfilled the maximum credit line of $2 million at December 31, 2016. The loan balance at December 31, 2017 was $1.0 million.

In addition, the First Amendment expanded the operating accounts provision to require the Company to, at all times, have on deposit in operating, depository and securities accounts maintained with SVB or SVB's affiliates, unrestricted and unencumbered cash in an amount equal to the lesser of (a) 105% of the then outstanding obligations or (b) 100% of the dollar value of the Company's accounts at all financial institutions. The Company was in compliance with this covenant at December 31, 2017, which required the Company to hold a minimum of $1.1 million in accounts with SVB.

Amounts borrowed bear interest at an annual prime rate as published in the Wall Street Journal less 0.25%, which, at December 31, 2016 and 2015 was 3.50% and 3.25%, respectively. For each advance, interest only payments were due and paid through June 2016. Principal and interest payments commenced on July 1, 2016 for a period of 36 months. A final payment fee equal to 4% of the aggregate advances is also due on June 1, 2019. The final payment is being accrued over the term of the loan and is being recorded as interest expense.

Future principal payments on this loan as of December 31, 2017 are as follows (in thousands):

Year ending December 31,	
2018	$ 667
2019	365
	$ 1,032

The Company incurred costs on behalf of the lender recorded as a debt discount of $53,000 and incurred issuance costs recorded as deferred financing costs of $19,000, both of which are recorded as a deduction from the carrying amount of the loan and are being amortized as interest expense over the term of the loan.

The Company has granted SVB a security interest in the equipment financed under the agreement. The Loan and Security Agreement contains negative covenants restricting the Company's activities, including limitations on dispositions, change in business ownership or location, mergers or acquisitions, incurring indebtedness or liens, paying dividends or making investments and certain other business transactions.

The Company has the option to prepay the loan and upon prepayment will pay the outstanding principal and interest, the final payment fee and the prepayment premium. The prepayment premium is equal to 1% of the then outstanding principal if made on or prior to the second anniversary and 0.5% of the principal balance if made after August 11, 2017. The Company evaluated the prepayment option ("Call Option") to determine if the features should be separated from the loan and recognized as a derivative under ASC Topic

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

15. Loan Payable (Continued)

815, *Derivatives and Hedging*, (ASC 815), concluding that the Call Option is clearly and closely related to the Loan and does not meet the criteria for bifurcation from the loan.

In the event of a default, and during such an event, the interest rate will increase by 5% per year. The Company evaluated this increase to determine if it should be separated from the loan and recognized as a derivative. The Company determined that it met the requirements of ASC 815 in that a default could occur due to non-credit related matters. Therefore, the economic characteristics and risks are not closely related to that of the debt, and the interest rate feature requires bifurcation from the loan, however, the value associated with this embedded feature is *de minimis*, and thus not recorded at the issuance date through December 31, 2017.

The Company recorded total interest expense for this loan of $42,000 and $101,000 for the years ended December 31, 2016 and 2017, respectively.

16. Option and License Agreement

Overview

On December 17, 2013, the Company entered into an option and license agreement with Janssen. Under this agreement, the Company conducted drug discovery research to identify molecules with either one or two pharmacological profiles, and Janssen funded such research during a two-year period beginning on December 17, 2013. During the two-year period, the Company granted Janssen a research license to research, develop and use the collaboration molecule(s) and/or lead molecule(s) for use in the field and in the territory. Janssen was not granted a license to commercialize any collaboration molecule, lead molecule or licensed product unless and until Janssen exercised its license option in accordance with the agreement. The Company also granted an option to exclusively license molecules identified during the term that meet either one or both pharmacological profiles. If Janssen were not to exercise its license option by the end of this period, the term could be extended for up to one additional year by mutual written agreement of the parties. The activities under the agreement were governed by a program committee, which met quarterly and consisted of three members each from the Company and Janssen.

The Company received funding from Janssen based on a set rate per annual full-time equivalent personnel working on the research plus actual external costs incurred by the Company up to a maximum dollar amount as defined in the agreement. Costs approximated the funding provided. All amounts billed by the Company to Janssen were made quarterly, in arears, based on time and actual costs incurred. There are no refund provisions in the agreement. Pursuant to the contract, if a molecule was not identified under either pharmacological profile, or Janssen did not exercise its option to the molecule(s) identified, the agreement would expire at the end of the term, December 17, 2015, unless extended by the parties.

At any time during the two-year collaboration period, Janssen held the right to exercise its license option for molecules with either or both pharmacological profiles by providing written notice to the Company and paying an option exercise fee of $1 million per option exercised (up to two). Once Janssen exercises its option, the Company's obligations under the program plan for the molecule and related pharmacological profile cease and Janssen assumes full responsibility for further development of the molecules at its sole cost. The Company is obligated to transfer any and all manufacturing related activities to Janssen at Janssen's cost. In addition, after Janssen exercises its option, it is obligated to pay the Company certain development milestones totaling up to $25 million and regulatory milestones totaling up to $97 million for each pharmacological profile as detailed in the agreement during the development period and through

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

16. Option and License Agreement (Continued)

successful regulatory approval. Development milestones are triggered upon the achievement of specified development criteria or dosing of a specified number of patients in phases of clinical trials. Regulatory milestones are triggered upon approval to market a product candidate by the United States Food and Drug Administration ("FDA") or other global regulatory authorities. Additional commercial milestone payments totaling up to $130 million for each pharmacological profile are eligible to be earned as certain sales thresholds are achieved by Janssen and royalties are also required to be paid by Janssen to the Company based on annual net sales thresholds, based on Janssen's sales of a product derived from the collaboration molecule(s). The next potential milestone the Company may be entitled to receive under the agreement is a milestone payment of $2 million upon achievement of a development milestone.

Accounting Analysis

The Company accounts for this agreement pursuant to ASC Topic 605-25*, Revenue Recognition — Multiple Element Arrangements,* or ASC 605-25. The Company identified the following deliverables in this agreement:

- a non-exclusive research and development license to Janssen over the initial two-year term of the agreement ("research license deliverable");
- the Company's obligation to provide research services in accordance with the Research Plan ("research services deliverable") and
- the Company's participation on the Program Committee ("program committee deliverable").

The Company evaluated whether the exclusive option to obtain a commercialization and development license at the end of the collaboration period constituted a deliverable at the inception of the arrangement. The Company determined that the option is "substantive" and therefore not considered a deliverable at the inception of the arrangement.

The Company determined that the research license deliverable did not have standalone value from the research services to be provided by the Company and, therefore it will be combined with the research services as a single unit of account. The Company determined that the program committee deliverable has standalone value from the research license and research services unit of account. However, the Company determined that the best estimate of selling price of the program committee deliverable is *de minimis*. Based on the foregoing, the Company has accounted for the research license, research services and the program committee deliverables as a single combined unit of account. The non-contingent arrangement consideration has been allocated to the combined unit of account. The Company also considered whether the future development, regulatory and commercial milestones were substantive at the inception of the arrangement. Although there is substantive uncertainty that the milestone events will be achieved and the achievement of the milestones would result in additional payments being due to the Company, the milestones are not triggered by events that will be achieved based solely in whole or in part on the Company's performance or on the occurrence of a specific outcome resulting from the Company's performance. As a result, none of the milestones are deemed to be substantive at the inception of the arrangement, requiring their consideration in a unit of account. As the Company's performance obligations are complete at the time that each milestone is achieved, the Company will recognize the development, regulatory and commercial milestone payments upon achievement of the milestones, provided all other criteria for revenue recognition are met. Additionally, royalties will be recognized upon Janssen's reporting of such sales to the Company, provided all other criteria for revenue recognition are met.

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

16. Option and License Agreement (Continued)

The Company recognized the initial arrangement consideration as revenue as the research services were provided. The costs incurred by the Company pursuant to the research agreement are recorded as research and development expense in the consolidated statement of operations. In December 2015, Janssen delivered notice to Scholar Rock of its exercise of the license option for collaboration molecules for one of the pharmacological profiles, upon which the Company received $1.0 million. Following Janssen's exercise of its license option for molecules with one of the pharmacological profiles, the Company evaluated and determined that there were no remaining deliverables related to that pharmacological profile license and as a result, recognized the entire license fee in 2015 upon exercise of the option. The Company and Janssen also agreed to extend the collaboration period for the second pharmacological profile through March 31, 2016. The option exercise period for this profile expired unexercised on March 31, 2016.

During 2016, the Company recognized revenue related to the initial consideration under the collaboration of $379,000. There was no revenue recognized in 2017.

17. Net Loss per Unit and Share and Unaudited Pro Forma Net Loss per Share

Basic and diluted net loss per unit is calculated as follows (in thousands, except unit and per unit data):

	Year Ended December 31, 2016
Net loss	$ (16,207)
Weighted average common units outstanding, basic and diluted	4,576,500
Net loss per unit, basic and diluted	$ (3.54)

Following the Reorganization, the Company calculates net loss per share based on its outstanding shares of common stock. For the year ended December 31, 2017, the weighted average number of common shares outstanding includes the weighted average number of common units outstanding prior to the Reorganization.

Basic and diluted net loss per share is calculated as follows (in thousands, except share and per share data):

	Year Ended December 31, 2017
Net loss	$ (24,995)
Weighted average common shares outstanding, basic and diluted	4,665,036
Net loss per share, basic and diluted	$ (5.36)

The following table sets forth the outstanding common unit or common stock equivalents, presented based on amounts outstanding at each period end, that have been excluded from the calculation of diluted net

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

17. Net Loss per Unit and Share and Unaudited Pro Forma Net Loss per Share (Continued)

loss per unit or share for the periods indicated because their inclusion would have been anti-dilutive (in common unit or common stock equivalent shares, as applicable):

	Year Ended December 31,	
	2016	2017
Convertible preferred units	28,652,147	—
Convertible preferred stock	—	43,135,911
Incentive units	5,019,458	—
Restricted common stock	—	3,483,237
Warrant	21,739	21,739
	33,693,344	46,640,887

Unaudited pro forma basic and diluted net loss per share is calculated as follows (in thousands, except share and per share data):

	Year Ended December 31, 2017
Numerator:	
Net loss	$ (24,995)
Change in fair value of warrant liability	10
Pro forma net loss	$ (24,985)
Denominator:	
Weighted average common shares outstanding, basic and diluted	4,665,036
Pro forma adjustment for the automatic conversion of all outstanding shares of convertible preferred stock in shares of common stock	29,901,975
Pro forma weighted average common shares outstanding, basic and diluted	34,567,011
Pro forma net loss per share, basic and diluted	$ (0.72)

18. Retirement Plan

The Company sponsors a 401(K) retirement plan, in which substantially all of its full-time employees are eligible to participate. Participants may contribute a percentage of their annual compensation to this plan, subject to statutory limitations. The Company did not provide any contributions to this plan during the years ended December 31, 2016 and 2017.

19. Deferred Payroll Tax Credit

In December 2015, the Protecting Americans from Tax Hikes (PATH) Act of 2015 was signed into law, which created several new research and development ("R&D") tax credit provisions, including allowing qualified small businesses to utilize the R&D tax credit against the employer's portion of payroll tax up to a maximum of $250,000 per year. This provision is available for R&D tax credits generated in tax years

SCHOLAR ROCK HOLDING CORPORATION

Notes to Consolidated Financial Statements (Continued)

19. Deferred Payroll Tax Credit (Continued)

beginning after 2015. The Company qualified as a small business under PATH for both 2016 and 2017, and has elected to apply the maximum $250,000 for each of the 2016 R&D tax credit and the 2017 R&D tax credit generated against future employer payroll tax liabilities. The $250,000 benefit was recorded as a reduction of research and development costs for both of the years ended December 31, 2016 and 2017. The R&D tax credit of $95,000 and $399,000 is recorded in prepaid expenses and other current assets as of December 31, 2016 and 2017, respectively. The R&D tax credit of $155,000 and $50,000 is recorded in other long term assets as of December 31, 2016 and 2017, respectively.

20. Related Party Transactions

Licensing Agreement

Pursuant to a license agreement with Children's Medical Center Corporation ("CMCC"), a common share holder, the Company paid CMCC an annual license maintenance fee of $5,000 in 2016. Beginning in 2017, this obligation increased to $10,000 per year, and continues until the agreement is terminated. The Company will also be responsible for up to $1.3 million of development milestone payments through the first regulatory approval of a licensed product, tiered royalty payments of low single-digit percentages on net sales of licensed product in the event that the Company realizes sales from products covered by the license agreement, and between 10% to 20% of non-royalty income attributable to a sublicense of the CMCC rights. The Company recorded research and development expense in the statements of operations of $5,000 and $10,000 for the years ended December 31, 2016 and 2017, respectively. There are no amounts due at December 31, 2016 and 2017.

Consulting Agreements

The Company entered into consulting agreements on October 10, 2012 with its two scientific co-founders to provide services related to the advancement of the research and development platform of the company.

The consulting arrangements are on a fixed-fee basis, paid quarterly. The initial contract terms were four years and terminated on October 10, 2016. The contracts were extended for an additional four year period. The Company incurred $160,000 of consulting expense related to these contracts, in each year, for the years ended December 31, 2016 and 2017. There are no amounts due at December 31, 2016 and 2017.

21. Subsequent Events

For its consolidated financial statements as of December 31, 2017, and for the year then ended, the Company evaluated subsequent events through the date the consolidated financial statements were issued.

On February 22, 2018, the Company amended its lease for office space (the "original lease") with its landlord to lease an additional 9,132 square feet (the "expansion space") at its current location and to extend the lease term. The amended lease is set to expire 5 years from the Company's occupancy of the expansion space which is expected to occur in the second quarter of 2018. Rent for the expansion space increases from $667,000 a year to $750,000 a year over the term of the lease. The rent for the original space will increase to an amount based on the rental amount per square foot of the expansion space for the period beginning after the original term of the lease expires (November 1, 2018) through the extended term of the lease. The landlord provided the Company with a tenant improvement allowance of $91,000 for costs to perform alterations of the expansion space. The Company can elect to receive an additional $137,000 of tenant improvement allowances to be repaid as rent expense over the lease term at an interest rate of 8% per annum. The Company has the option to extend the term of the amended lease for one additional term of 5 years commencing after the amended lease expires.

On February 20, 2018, the Company granted stock options to purchase 1,885,156 shares of common stock at an exercise price of $2.02 per share out of the 2017 Plan.

Shares

SCHOLAR ROCK

Scholar Rock Holding Corporation

Common Stock

PRELIMINARY PROSPECTUS

Joint Book-Running Managers

Jefferies
Cowen
BMO Capital Markets

Co-Manager

Wedbush PacGrow

Until , 2018 (25 days after the date of this prospectus), all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This 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 the fees and expenses, other than underwriting discounts and commissions, payable in connection with the registration of the common stock hereunder. All amounts are estimates except the SEC registration fee.

	Amount to be Paid
SEC registration fee	$ 9,337.50
FINRA filing fee	11,750
Nasdaq Global Market listing fee	*
Printing and mailing	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	$ *

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law or the DGCL, authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

We have adopted provisions in our certificate of incorporation to be in effect upon the completion of this offering and by-laws to be in effect upon the effectiveness of this registration statement that limit or eliminate the personal liability of our directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to us or our stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- § any breach of the director's duty of loyalty to us or our stockholders;
- § any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- § any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or
- § any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, our by-laws provide that:

- we will indemnify our directors, officers and, in the discretion of our board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and
- we will advance reasonable expenses, including attorneys' fees, to our directors and, in the discretion of our board of directors, to our officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of us, subject to limited exceptions.

We have entered into indemnification agreements with each of our directors and intend to enter into such agreements with certain of our executive officers. These agreements provide that we will indemnify each of our directors, certain of our executive officers and, at times, their affiliates to the fullest extent permitted by Delaware law. We will advance expenses, including attorneys' fees (but excluding judgments, fines and settlement amounts), to each indemnified director, executive officer or affiliate in connection with any proceeding in which indemnification is available and we will indemnify our directors and officers for any action or proceeding arising out of that person's services as a director or officer brought on behalf of us or in furtherance of our rights. Additionally, certain of our directors or officers may have certain rights to indemnification, advancement of expenses or insurance provided by their affiliates or other third parties, which indemnification relates to and might apply to the same proceedings arising out of such director's or officer's services as a director referenced herein. Nonetheless, we have agreed in the indemnification agreements that our obligations to those same directors or officers are primary and any obligation of such affiliates or other third parties to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

We also maintain general liability insurance which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act of 1933, as amended, or the Securities Act.

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of us and our directors and officers by the underwriters against certain liabilities under the Securities Act and the Securities Exchange Act of 1934.

Item 15. Recent Sales of Unregistered Securities.

In the three years preceding the filing of this registration statement, we have issued the following securities that were not registered under the Securities Act:

(a) Reorganization and Issuance of Convertible Preferred Stock

Reorganization

In connection with the Reorganization:

- Holders of Scholar Rock, LLC outstanding Series B convertible preferred units received one share of Scholar Rock Holding Corporation Series B convertible preferred stock for each Series B convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 13,526,994 shares of Scholar Rock Holding Corporation Series B convertible Preferred stock issued in the Reorganization;
- Holders of Scholar Rock, LLC outstanding Series A-4 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-4 convertible preferred stock for each Series A-4 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 3,906,738 shares of Scholar Rock Holding Corporation Series A-4 convertible preferred stock issued in the Reorganization;

- Holders of Scholar Rock, LLC outstanding Series A-3 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-3 convertible preferred stock for each Series A-3 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 5,579,709 shares of Scholar Rock Holding Corporation Series A-3 convertible preferred stock issued in the Reorganization;

- Holders of Scholar Rock, LLC outstanding Series A-2 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-2 convertible preferred stock for each Series A-2 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 5,066,915 shares of Scholar Rock Holding Corporation Series A-2 convertible preferred stock issued in the Reorganization;

- Holders of Scholar Rock, LLC outstanding Series A-1 convertible preferred units received one share of Scholar Rock Holding Corporation Series A-1 convertible preferred stock for each Series A-1 convertible preferred unit held immediately prior to the Reorganization, with an aggregate of 2,000,000 shares of Scholar Rock Holding Corporation Series A-1 convertible preferred stock issued in the Reorganization;

- Holders of Scholar Rock, LLC outstanding common units received one share of Scholar Rock Holding Corporation common stock for each common unit held immediately prior to the Reorganization, with an aggregate of 4,576,500 shares of common stock issued in the Reorganization; and

- Holders of Scholar Rock, LLC outstanding vested and unvested incentive units, irrespective of any strike price or voting rights on any such outstanding incentive units, exchanged such units for an equal number of shares of common stock or restricted common stock, respectively. The restricted common stock was issued with the same vesting terms as the unvested incentive units held immediately prior to the Reorganization. An aggregate of 6,758,945 shares of restricted common stock and common stock were issued to the prior holders of incentive units in the Reorganization. The restricted common stock was issued with the same vesting terms as the incentive units held immediately prior the Reorganization.

Issuances of Capital Stock

In December 2017, we issued and sold an aggregate of 13,055,555 shares of Series C convertible preferred stock at a purchase price of $3.60 per share, for an aggregate purchase price of $47.0 million to Artal International SCA, Redmile Capital Fund, LP, Redmile Biopharma Investments I, L.P. (and affiliates), Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund (and affiliates), Cormorant Private Healthcare Fund I, LP (and affiliates), ARCH Venture Fund VIII, L.P., Polaris Venture Partners VI, L.P. (and affiliates), Timothy A. Springer, Ph.D, EcoR1 Capital Fund, LP (and affiliates), KPC Venture Capital, LLC, and JAKII, LLC.

In May 2017, we issued and sold an aggregate of 1,428,209 shares of Series B convertible preferred units at a purchase price of $3.00 per unit, for an aggregate purchase price of $4.3 million to Timothy A. Springer, Ph.D. Series B convertible preferred units converted on a one-to-one basis for Series B convertible preferred stock in connection with the Reorganization.

In December 2015, we issued and sold an aggregate of 12,098,785 Series B convertible preferred units at a purchase price of $3.00 per unit, for an aggregate purchase price of $36.3 million to Fidelity Advisor Biotechnology Fund and affiliates, Cormorant Global Healthcare Master Fund, LP, Arch Venture Fund VII, L.P., Polaris Venture Partners VI, L.P. (and affiliates), TAS Partners, LLC, EcoR1 Capital Fund, LP (and affiliates), KPC Venture Capital, LLC, and JAKII, LLC. Series B convertible preferred units converted on a one-to-one basis for Series B convertible preferred stock in connection with the Reorganization.

No underwriters were involved in the foregoing sales of securities. Unless otherwise stated, the sales of securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act, including Regulation D and Rule 506 promulgated thereunder, as transactions by an issuer not involving a public offering. All of the purchasers in these transactions represented to us in connection

with their purchase that they were acquiring the securities for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration. All of the foregoing securities are deemed restricted securities for the purposes of the Securities Act.

(b) Grants and Exercises of Stock Options

We have granted stock options to purchase an aggregate of 2,810,156 shares of our common stock, of which 1,885,156 have an exercise price of $2.02 per share, and 1,015,000 have an exercise price of $2.51 per share, to employees, directors and consultants pursuant to the 2017 Plan. Since April 25, 2018, no shares of common stock have been issued upon the exercise of stock options pursuant to the 2017 Plan.

The issuances of the securities described above were deemed to be exempt from registration pursuant to Section 4(a)(2) of the Securities Act or Rule 701 promulgated under the Securities Act as transactions pursuant to compensatory benefit plans. The shares of common stock issued upon the exercise of options are deemed to be restricted securities for purposes of the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit No.	Exhibit Index
1.1*	Form of Underwriting Agreement
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect
3.2*	Form of Amended and Restated Certificate of Incorporation of the Registrant (to be effective upon the completion of this offering)
3.3	By-laws of the Registrant, as currently in effect
3.4*	Form of Amended and Restated By-laws (to be effective upon the completion of this offering)
4.1	Investors' Rights Agreement among the Registrant and certain of its stockholders, dated December 22, 2017
4.2*	Specimen Stock Certificate evidencing shares of common stock
4.3	Amended and Restated Warrant to Purchase Stock, by and between Silicon Valley Bank and the Registrant, dated December 22, 2017
5.1*	Opinion of Goodwin Procter LLP
10.1#	2017 Stock Option and Incentive Plan and forms of award agreements thereunder
10.2#*	2018 Stock Option and Incentive Plan and forms of award agreements thereunder
10.3#*	Senior Executive Cash Incentive Bonus Plan
10.4#*	Employee Stock Purchase Plan
10.5#*	Form of Indemnification Agreement
10.6†	Exclusive License Agreement by and between the Registrant, and Children's Medical Center, dated as December 16, 2013
10.7#	Offer Letter by and between Nagesh K. Mahanthappa, Ph.D. and the Registrant, dated October 10, 2012
10.8#	Offer Letter by and between Yung H. Chyung, M.D. and the Registrant, dated February 2, 2016
10.9#	Offer Letter by and between Elan Z. Ezickson and the Registrant, dated July 17, 2014
10.10#	Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, by Nagesh K. Mahanthappa, dated October 10, 2012
10.11#	Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, by Yung H. Chyung, M.D., dated February 2, 2016
10.12#	Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, by Elan Z. Ezickson, dated July 17, 2014
10.13†	Option and License Agreement by and between the Registrant and Janssen Biotech, Inc., dated as of December 17, 2013
10.14	Lease Agreement by and between 620 Memorial Leasehold LLC and the Registrant, dated March 5, 2015, as amended by the First Amendment dated February 22, 2016 and the Second Amendment dated February 22, 2018

Exhibit No.	Exhibit Index
21.1	Subsidiaries of the Registrant
23.1	Consent of Ernst and Young, Independent Registered Public Accounting Firm
23.2*	Consent of Goodwin Procter LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included on the signature page hereto)

* To be filed by amendment.

† Application has been made to the Securities and Exchange Commission for confidential treatment of certain provisions. Omitted material for which confidential treatment has been requested has been filed separately with the Securities and Exchange Commission.

\# Indicates a management contract or any compensatory plan, contract or arrangement.

(b) Financial Statements Schedules:

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, or the Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the 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 Registrant hereby undertakes that:

(a) The Registrant will provide to the underwriter at the closing as specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(b) For purposes of determining any liability under the Act, as amended, the information omitted from a form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Act, as amended, shall be deemed to be part of this registration statement as of the time it was declared effective.

(c) For the purpose of determining any liability under the Act, as amended, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cambridge, Massachusetts, on the 27th day of April, 2018.

SCHOLAR ROCK HOLDING CORPORATION

By: /s/ NAGESH K. MAHANTHAPPA

Nagesh K. Mahanthappa, Ph.D.
President and Chief Executive Officer, and Director

POWER OF ATTORNEY AND SIGNATURES

Each individual whose signature appears below hereby constitutes and appoints each of Nagesh K. Mahanthappa, Ph.D., Elan Z. Ezickson and Rhonda M. Chicko, C.P.A. as such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and Power of Attorney has been signed by the following person in the capacities and on the date indicated.

Name	Title	Date
/s/ NAGESH K. MAHANTHAPPA Nagesh K. Mahanthappa, Ph.D.	President, Chief Executive Officer, and Director (Principal Executive Officer)	April 27, 2018
/s/ RHONDA M. CHICKO Rhonda M. Chicko, C.P.A.	Chief Financial Officer (Principal Financial and Accounting Officer)	April 27, 2018
/s/ DAVID HALLAL David Hallal	Chairman	April 27, 2018
/s/ KRISTINA BUROW Kristina Burow	Director	April 27, 2018
/s/ JEFFREY S. FLIER Jeffrey S. Flier, M.D.	Director	April 27, 2018
/s/ MICHAEL GILMAN Michael Gilman, Ph.D.	Director	April 27, 2018
/s/ AMIR NASHAT Amir Nashat, Sc.D.	Director	April 27, 2018
/s/ TIMOTHY A. SPRINGER Timothy A. Springer, Ph.D.	Director	April 27, 2018

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SCHOLAR ROCK HOLDING CORPORATION

(Pursuant to Sections 241 and 245 of the
General Corporation Law of the State of Delaware)

Scholar Rock Holding Corporation, 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 Scholar Rock Holding Corporation and that this corporation was originally incorporated pursuant to the General Corporation Law on December 18, 2017.

2. This corporation has not received payment for any of its capital stock. This Amended and Restated Certificate of Incorporation was duly adopted by the directors of this corporation.

3. Pursuant to Sections 241 and 245 of the General Corporation Law, this Amended and Restated Certificate of Incorporation restates, integrates and further amends the provisions of this corporation's original certificate of incorporation.

4. The text of this corporation's certificate of incorporation, as heretofore amended, restated or supplemented, is hereby amended and restated to read in its entirety 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 Scholar Rock Holding Corporation (the "**Corporation**").

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company. 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.

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) 60,000,000 shares of Common Stock, $0.001 par value per share ("**Common Stock**") and (ii) 43,157,651 shares of Preferred Stock, $0.001 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 Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the 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 Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

2,000,000 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-1 Preferred Stock**," 5,066,915 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-2 Preferred Stock**," 5,601,448 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-3 Preferred Stock**," 3,906,739 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-4 Preferred Stock**," 13,526,994 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series B Preferred Stock**," and 13,055,555 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series C Preferred Stock**," with each series of Preferred Stock having the rights, preferences, powers, privileges and restrictions, qualifications and limitations set forth herein. "Series A Preferred Stock," means the Series A-1 Preferred Stock, the Series A-2 Preferred Stock, the Series A-3 Preferred Stock, and the Series A-4 Preferred Stock. Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends.

1.1 From and after the date of the issuance of any shares of Preferred Stock, dividends (the "**Preferred Dividends**") at the rate per annum of (a) $0.080 per share of Series A-1 Preferred Stock subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-1 Preferred Stock, (b) $0.096 per share of Series A-2 Preferred Stock subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-2 Preferred Stock, (c) $0.110 per share of Series A-3 Preferred Stock subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-3 Preferred Stock, (d) $0.127 per share of Series A-4 Preferred Stock subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-4 Preferred Stock, (e) $0.240 per share of Series B Preferred Stock subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock, and (f) $0.288 per share of Series C Preferred Stock subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock, shall be payable, in any calendar year when and as declared by the Board of Directors, out of any assets legally available therefor.

1.2 The Corporation shall not declare, pay or set aside any dividends on shares of Preferred Stock unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) each such dividend is allocated among all shares of Preferred Stock pro rata in accordance with the Preferred Dividends for each share of Preferred Stock not previously paid during the applicable fiscal year of the Corporation. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to the greater of (i) the amount of the Preferred Dividend for such share of Preferred Stock not previously paid during the applicable fiscal year of the Corporation and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the applicable Original Issue Price (as defined below); provided that if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this Section 1 shall be calculated based

upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend. The "**Series A-1 Original Issue Price**" shall mean $1.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-1 Preferred Stock. The "**Series A-2 Original Issue Price**" shall mean $1.20 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-2 Preferred Stock. The "**Series A-3 Original Issue Price**" shall mean $1.38 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-3 Preferred Stock. The "**Series A-4 Original Issue Price**" shall mean $1.587 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-4 Preferred Stock. The "**Series B Original Issue Price**" shall mean $3.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock. The "**Series C Original Issue Price**" shall mean $3.60 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock. The "**Original Issue Price**" shall mean the Series A-1 Original Issue Price, the Series A-2 Original Issue Price, the Series A-3 Original Issue Price, the Series A-4 Original Issue Price, the Series B Original Issue Price, or the Series C Original Issue Price, as applicable.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Series C Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the holders of shares of Series C Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Series B Preferred Stock, Series A Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series C Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series C Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence with respect to the Series C Preferred Stock is hereinafter referred to as the "**Series C Liquidation Amoun**t"). 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 Series C Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Preferential Payments to Holders of Series B Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of the preferential amounts to the holders of Series C Preferred Stock, 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 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 greater of (i) the Series B Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series B Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence with respect to Series B Preferred Stock is hereinafter referred to as the "**Series B Liquidation Amoun**t"). 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 Series B Preferred Stock the full amount to which they shall be entitled under this Subsection 2.2, the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.3 Preferential Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of the preferential amounts to the holders of Series C Preferred Stock and Series B Preferred Stock, 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 before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) (A) in the case of the Series A-1 Preferred Stock, the Series A-1 Original Issue Price, plus any dividends declared but unpaid thereon, (B) in the case of the Series A-2 Preferred Stock, the Series A-2 Original Issue Price, plus any dividends declared but unpaid thereon, (C) in the case of the Series A-3 Preferred Stock, the Series A-3 Original Issue Price, plus any dividends declared but unpaid thereon, (D) in the case of the Series A-4 Preferred Stock, the Series A-4 Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence with respect to a series of Series A Preferred Stock is hereinafter referred to as the "**Series A Liquidation Amount**," and together with the Series B Liquidation Amount and the Series C Liquidation Amount, the "**Applicable Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.3, 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.

2.4 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment 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 shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.5 Deemed Liquidation Events.

2.5.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless (i) the holders of at least eighty percent (80%) of the outstanding shares of Preferred Stock, voting or consenting together as a single class on an as-converted basis (the "**Requisite Preferred Vote**"), (ii) the holders of at least sixty-one percent (61%) of the outstanding shares of Series B Preferred Stock, voting or consenting as a separate class (the "**Series B Requisite Vote**"), and (iii) the holders of at least a majority of the outstanding shares of Series C Preferred Stock, voting or consenting together as a single class on an as-converted basis (the "**Requisite Series C Vote**"), elect otherwise by

written notice sent to the Corporation at least 15 days prior to the effective date of any such event or, if later, no more than 5 days following notice of such event to all holders of Preferred Stock pursuant to Section 4.10:

(a) a merger or consolidation in which

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.5.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.5.1(a)(i) unless the agreement or plan of

merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 through 2.4.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.5.1(a)(ii) or 2.5.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders that the redemption provision in clause (ii) of this sentence is being triggered, and (ii) unless holders representing the Requisite Preferred Vote consent otherwise in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "**Available Proceeds**"), on the one hundred fiftieth (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. 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 each holder's shares of Preferred Stock in accordance with the liquidation preferences set forth in Subsections 2.1 through 2.4 to the fullest extent of such Available Proceeds, and shall redeem the remaining shares in accordance with the liquidation preferences set forth in Subsections 2.1 through 2.4 as soon as it may lawfully do so under Delaware law governing distributions to stockholders. On or before any redemption date, each holder of shares of Preferred Stock to be redeemed on such redemption date, 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, and thereupon the redemption price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. 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.

2.5.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities 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 of the Corporation (the "**Board of Directors**").

2.5.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 2.5.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 through 2.4 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 through 2.4 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.5.4, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors. The holders representing the Requisite Preferred Vote, shall be entitled to elect three (3) directors of the Corporation (the "**Preferred Directors**"). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Preferred Stock 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, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Preferred Stock 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. 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 on an as-converted basis, 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 Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or

by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2.

3.3 Preferred Stock Protective Provisions. At any time when 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 the Certificate of Incorporation) the written consent or affirmative vote of the holders representing the Requisite Preferred Vote, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect.

3.3.1 liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

3.3.2 amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation;

3.3.3 create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock, or increase the authorized number of shares of Preferred Stock or increase the authorized number of shares of any additional class or series of capital stock;

3.3.4 (i) reclassify, alter or amend any existing security of the Corporation that is pari passu with the 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 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 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 Preferred Stock in respect of any such right, preference or privilege;

3.3.5 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service, or (iv) as approved by the Board of Directors, including the approval of all of the Preferred Directors then in office;

3.3.6 create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, if the aggregate indebtedness of the Corporation and its subsidiaries for

borrowed money following such action would exceed $2,000,000, other than in the ordinary course of business or otherwise included in a budget approved by the Board of Directors;

3.3.7 create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary, or permit any direct or indirect subsidiary to take any action without the express approval of the Board of Directors if such action would have required the Board of Directors if it were directly undertaken by the Corporation;

3.3.8 increase or decrease the authorized number of directors constituting the Board of Directors;

3.3.9 acquire or make any material investment by the Corporation or any direct or indirect subsidiary in any other business or entity;

3.3.10 enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a the Requisite Preferred Vote.

3.4 Series B Preferred Stock Protective Provisions. At any time when shares of Series B Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders representing the Series B Requisite Vote, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

3.4.1 (x) issue a new series of preferred stock or other equity securities pari passu with the Series B Preferred Stock at an original issuance price for such new series of preferred stock or equity securities that is not greater than the Series B Original Issue Price, (y) issue a new series of preferred stock or other equity securities senior to the Series B Preferred Stock at an original issuance price of such new series of preferred stock or equity securities that is not at least 120% of the Series B Original Issue Price, or (z) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation, in a manner that would materially and adversely affect the powers, preferences or rights of the Series B Preferred Stock; provided that neither (i) the issuance of a new series of preferred stock or other equity securities pari passu with the Series B Preferred Stock, provided that the original issuance price of such new series of preferred stock or equity securities is greater than the Series B Original Issue Price, nor (ii) the issuance of a new series of preferred stock or other equity securities senior to the Series B Preferred Stock, provided that original issuance price of such new series of preferred stock or equity securities is at least 120% of the Series B Original Issue Price, shall be deemed to materially and adversely affect the Series B Preferred Stock;

3.4.2 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 capital stock of the Corporation as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants, partners, or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service;

3.4.3 distribute proceeds from any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event other than in accordance with the terms of this Certificate of Incorporation;

3.4.4 increase or decrease the authorized number of Series B Preferred Stock; or

3.4.5 enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of holders of the Series B Requisite Vote.

3.5 Series C Preferred Stock Protective Provisions. At any time when shares of Series C Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the Requisite Series C Vote, and any such act or transaction entered into without the Requisite Series C Vote shall be null and void *ab initio*, and of no force or effect:

3.5.1 (x) issue a new series of preferred stock or other equity securities pari passu with the Series C Preferred Stock at an original issuance price for such new series of preferred stock or equity securities that is not greater than the Series C Original Issue Price, (y) issue a new series of preferred stock or other equity securities senior to

the Series C Preferred Stock at an original issuance price of such new series of preferred stock or equity securities that is not at least 120% of the Series C Original Issue Price or (z) otherwise amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation, in a manner that would materially and adversely affect the powers, preferences or rights of the Series C Preferred Stock; provided that neither (i) the issuance of a new series of preferred stock or other equity securities pari passu with the Series C Preferred Stock, provided that the original issuance price of such new series of preferred stock or equity securities is greater than the Series C Original Issue Price, nor (ii) the issuance of a new series of preferred stock or other equity securities senior to the Series C Preferred Stock, provided that original issuance price of such new series of preferred stock or equity securities is at least 120% of the Series C Original Issue Price shall be deemed to materially and adversely affect the Series C Preferred Stock;

3.5.2 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 capital stock of the Corporation as expressly authorized herein, (ii) dividends or other distributions

payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service;

3.5.3 distribute proceeds from any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event other than in accordance with the terms of this Certificate of Incorporation;

3.5.4 increase or decrease the authorized number of Series C Preferred Stock; or

3.5.5 enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of holders of the Series C Requisite Vote.

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 (a) with respect to the Series A-1 Preferred Stock as is determined by dividing the Series A-1 Original Issue Price by the Series A-1 Conversion Price (as defined below) in effect at the time of conversion, (b) with respect to the Series A-2 Preferred Stock as is determined by dividing the Series A-2 Original Issue Price by the Series A-2 Conversion Price (as defined below) in effect at the time of conversion, (c) with respect to the Series A-3 Preferred Stock as is determined by dividing the Series A-3 Original Issue Price by the Series A-3 Conversion Price (as defined below) in effect at the time of conversion, (d) with respect to the Series A-4 Preferred Stock as is determined by dividing the Series A-4 Original Issue Price by the Series A-4 Conversion Price (as defined below) in effect at the time of conversion, (e) with respect to the Series B Preferred Stock as is determined by dividing the Series B Original Issue Price by the Series B Conversion Price (as defined below) in effect at the time of conversion, and (f) with respect to the Series C Preferred Stock as is determined by dividing the Series C Original Issue Price by the Series C Conversion Price (as defined below) in effect at the time of conversion. The "**Series A-1 Conversion Price**" shall initially be equal to $1.00, "**Series A-2 Conversion Price**" shall initially be equal to $1.20, the "**Series A-3 Conversion Price**" shall initially be equal to $1.38, the "**Series A-4 Conversion Price**" shall initially be equal to $1.587, the "**Series B Conversion Price**" shall initially be equal to $3.00, the "**Series C Conversion Price**" shall initially be equal to $3.60, and the "**Applicable Conversion Price,**" shall mean the Series A-1 Conversion Price, the Series A-2 Conversion Price, the Series A-3 Conversion Price, the Series A-4 Conversion Price, the Series B Conversion Price, or the Series C Conversion Price, as applicable. Such initial Applicable

Conversion Price, 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.

4.1.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 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 Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such

conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued

shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Applicable Conversion Price below the then par value of the shares of Common Stock issuable upon conversion 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 Applicable Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to an 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 an Applicable 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) "**Series C Original Issue Date**" shall mean the date on which the first share of Series C Preferred Stock was issued.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series C Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "**Exempted Securities**"):

(i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Preferred Stock;

(ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8**;**

(iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors, including all of the Preferred Directors then in office;

(iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

(v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors, including all of the Preferred Directors then in office;

(vi) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors, including all of the Preferred Directors then in office;

(vii) shares of Common Stock, Options or Convertible Securities issued 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 all of the Preferred Directors then in office; or

(viii) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors, including all of the Preferred Directors then in office.

4.4.2 No Adjustment of the Applicable Conversion Price. No adjustment in an Applicable 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 representing the Requisite Preferred Vote and (i) if the adjustment relates to the Series B Preferred Stock, the Requisite Series B Vote, and (ii) if the adjustment relates to the Series C Preferred Stock, the Requisite Series C Vote agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series C 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 an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, an 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 such 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 an 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 an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series C Original Issue Date), are revised after the Series C Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common

Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4, the Applicable Conversion Price shall be readjusted to such Applicable 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 an Applicable Conversion Price provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to an Applicable Conversion Price that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to an Applicable Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of an Applicable Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time or from time to time after the Series C Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than any Applicable Conversion Price in effect immediately prior to such issue, then such Applicable 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 such Applicable Conversion Price in effect immediately after such issue of Additional Shares of Common Stock

(b) "CP_1" shall mean such Applicable Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue 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 issue 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 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 Subsection 4.4, the consideration received by the Corporation for the issue 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; 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.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

(i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to an Applicable Conversion Price pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance, then, upon the final such issuance, the 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 Series C Original Issue Date effect a subdivision of the outstanding Common Stock, an 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 Series C Original Issue Date combine the outstanding shares of Common Stock, an 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 subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C 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 an 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, an Applicable Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Applicable Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of 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 Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, 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 Subsections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) 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 an 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 Subsection 4.8 shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of an Applicable 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 Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) an 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 Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least $55 million of gross proceeds to the Corporation or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders representing the Requisite Preferred Vote, the Requisite Series B Vote and the Requisite Series C Vote (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), then (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Subsection 4.1.1. and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or

lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall (a) issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (b)pay cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

6. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

7. Waiver. Any of the rights, powers, preferences and other terms of the Series B Preferred Stock set forth herein may be waived, either prospectively or retrospectively, on behalf of all holders of Series B Preferred Stock by the affirmative written consent or vote of the holders of the Requisite Series B Vote. Any of the rights, powers, preferences and other terms of the Series C Preferred Stock set forth herein may be waived, either prospectively or retrospectively, on behalf of all holders of Series C Preferred Stock by the affirmative written consent or vote of the holders of the Requisite Series C Vote. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein, except as otherwise provided in this Section 7, may be waived, either prospectively or retrospectively, on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the holders of the Requisite Preferred Vote.

8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

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 or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

TWELFTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the

Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

* * *

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 22nd day of December, 2017.

By: /s/ Nagesh Mahanthappa
President

Exhibit 3.3

BY-LAWS

of

SCHOLAR ROCK HOLDING CORPORATION

(the "Corporation")

1. Stockholders

(a) Annual Meeting. The annual meeting of stockholders shall be held for the election of directors each year at such place, date and time as shall be designated by the Board of Directors. Any other proper business may be transacted at the annual meeting. If no date for the annual meeting is established or said meeting is not held on the date established as provided above, a special meeting in lieu thereof may be held or there may be action by written consent of the stockholders on matters to be voted on at the annual meeting, and such special meeting or written consent shall have for the purposes of these By-laws or otherwise all the force and effect of an annual meeting.

(b) Special Meetings. Special meetings of stockholders may be called by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, a President, or by the Board of Directors, but such special meetings may not be called by any other person or persons. The call for the meeting shall state the place, date, hour and purposes of the meeting. Only the purposes specified in the notice of special meeting shall be considered or dealt with at such special meeting.

(c) Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present and vote at such meeting, and, in the case of a special meeting, the purpose or purposes of the meeting, shall be given by the Secretary (or other person authorized by these By-laws or by law) not less than ten (10) nor more than sixty (60) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, under the Certificate of Incorporation or under these By-laws is entitled to such notice. If mailed, notice is given when deposited in the mail, postage prepaid, directed to such stockholder at such stockholder's address as it appears in the records of the Corporation. Without limiting the manner by which notice otherwise may be effectively given to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law (the "DGCL").

If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place, if any, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken, except that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each

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stockholder of record entitled to vote at the meeting.

(d) Quorum. The holders of a majority in interest of all stock issued, outstanding and entitled to vote at a meeting, present in person or represented by proxy, shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present. The stockholders present at a duly constituted meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough stockholders to reduce the voting shares below a quorum.

(e) Voting and Proxies. Except as otherwise provided by the Certificate of Incorporation or by law, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. 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 either written proxy or by a transmission permitted by Section 212(c) of the DGCL, but no proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period or is irrevocable and coupled with an interest. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting.

(f) Action at Meeting. When a quorum is present, any matter before the meeting shall be decided by vote of the holders of a majority of the shares of stock voting on such matter except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. Any election of directors by stockholders shall be determined by a plurality of the votes cast, except where a larger vote is required by law, by the Certificate of Incorporation or by these By-laws. The Corporation shall not directly or indirectly vote any share of its own stock; provided, however, that the Corporation may vote shares which it holds in a fiduciary capacity to the extent permitted by law.

(g) Presiding Officer. Meetings of stockholders shall be presided over by the Chairman of the Board, if one is elected, or in his or her absence, the Vice Chairman of the Board, if one is elected, or if neither is elected or in their absence, a President. The Board of Directors shall have the authority to appoint a temporary presiding officer to serve at any meeting of the stockholders if the Chairman of the Board, the Vice Chairman of the Board or a President is unable to do so for any reason.

(h) Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the presiding officer of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding officer of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for

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maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the presiding officer of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(i) Action without a Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted by law to be taken at any annual or special meeting of 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 and shall be delivered to the Corporation by delivery to its registered office, by hand or by certified mail, return receipt requested, or to the Corporation's principal place of business or to the officer of the Corporation having custody of the minute book. Every written consent shall bear the date of signature and no written consent shall be effective unless, within sixty (60) days of the earliest dated consent delivered pursuant to these By-laws, written consents signed by a sufficient number of stockholders entitled to take action are delivered to the Corporation in the manner set forth in these By-laws. 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.

(j) Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 1(j) shall require the Corporation 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 (10) days prior to the meeting in the manner provided by law. The list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law.

2. Directors

(a) Powers. The business of the Corporation shall be managed by or under the direction of a Board of Directors who may exercise all the powers of the Corporation except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

(b) Number and Qualification. Unless otherwise provided in the Certificate of Incorporation or in these By-laws, the number of directors which shall constitute the whole board

shall be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

(c) Vacancies; Reduction of Board. A majority of the directors then in office, although less than a quorum, or a sole remaining Director, may fill vacancies in the Board of Directors occurring for any reason and newly created directorships resulting from any increase in the authorized number of directors. In lieu of filling any vacancy, the Board of Directors may reduce the number of directors.

(d) Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws, directors shall hold office until their successors are elected and qualified or until their earlier resignation or removal. Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(e) Removal. To the extent permitted by law, a director may be removed from office with or without cause by vote of the holders of a majority of the shares of stock entitled to vote in the election of directors.

(f) Meetings. Regular meetings of the Board of Directors may be held without notice at such time, date and place as the Board of Directors may from time to time determine. Special meetings of the Board of Directors may be called, orally or in writing, by the Chief Executive Officer, if one is elected, or, if there is no Chief Executive Officer, the President, or by two or more Directors, designating the time, date and place thereof. Directors may participate in meetings of the Board of Directors by means of conference telephone or other communications equipment by means of which all directors participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

(g) Notice of Meetings. Notice of the time, date and place of all special meetings of the Board of Directors shall be given to each director by the Secretary, or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by the officer or one of the directors calling the meeting. Notice shall be given to each director in person, by telephone, or by facsimile, electronic mail or other form of electronic communications, sent to such director's business or home address at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to such director's business or home address at least forty-eight (48) hours in advance of the meeting.

(h) Quorum. At any meeting of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

(i) Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, unless otherwise provided in the following sentence, a majority of the directors present may take any action on behalf of the Board of Directors, unless a larger number

is required by law, by the Certificate of Incorporation or by these By-laws. So long as there are two (2) or fewer Directors, any action to be taken by the Board of Directors shall require the approval of all Directors.

(j) Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board of Directors. 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.

(k) Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, establish one or more committees, each committee to consist of one or more directors. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members 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 of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any provision of these By-laws.

Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but in the absence of such rules its business shall be conducted so far as possible in the same manner as is provided in these By-laws for the Board of Directors. All members of such committees shall hold their committee offices at the pleasure of the Board of Directors, and the Board may abolish any committee at any time.

3. Officers

(a) Enumeration. The officers of the Corporation shall consist of one or more Presidents (who, if there is more than one, shall be referred to as Co-Presidents), a Treasurer, a Secretary, and such other officers, including, without limitation, a Chief Executive Officer and one or more Vice Presidents (including Executive Vice Presidents or Senior Vice Presidents), Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board of Directors may determine. The Board of Directors may elect from among its members a Chairman of the Board and a Vice Chairman of the Board.

(b) Election. The Presidents, Treasurer and Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen by the Board of Directors at such meeting or at any other meeting.

(c) Qualification. No officer need be a stockholder or Director. Any two or more offices may be held by the same person. Any officer may be required by the Board of Directors to give bond for the faithful performance of such officer's duties in such amount and with such sureties as the Board of Directors may determine.

(d) Tenure. Except as otherwise provided by the Certificate of Incorporation or by these By-laws, each of the officers of the Corporation shall hold office until the first meeting of the Board of Directors following the next annual meeting of stockholders and until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. Any officer may resign by delivering his or her written resignation to the Corporation, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(e) Removal. The Board of Directors may remove any officer with or without cause by a vote of a majority of the directors then in office.

(f) Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

(g) Chairman of the Board and Vice Chairman. Unless otherwise provided by the Board of Directors, the Chairman of the Board of Directors, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Unless otherwise provided by the Board of Directors, in the absence of the Chairman of the Board, the Vice Chairman of the Board, if one is elected, shall preside, when present, at all meetings of the stockholders and the Board of Directors. The Vice Chairman of the Board shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

(h) Chief Executive Officer. The Chief Executive Officer, if one is elected, shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

(i) Presidents. The Presidents shall, subject to the direction of the Board of Directors, each have general supervision and control of the Corporation's business and any action that would typically be taken by a President may be taken by any Co-President. If there is no Chairman of the Board or Vice Chairman of the Board, a President shall preside, when present, at all meetings of stockholders and the Board of Directors. The Presidents shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

(j) Vice Presidents and Assistant Vice Presidents. Any Vice President (including any Executive Vice President or Senior Vice President) and any Assistant Vice President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

(k) Treasurer and Assistant Treasurers. The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of account. The Treasurer shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Board of Directors may otherwise provide. The Treasurer shall have such other powers and shall perform such duties as the Board of Directors may from time to time designate.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

(l) Secretary and Assistant Secretaries. The Secretary shall record the proceedings of all meetings of the stockholders and the Board of Directors (including committees of the Board) in books kept for that purpose. In the absence of the Secretary from any such meeting an Assistant Secretary, or if such person is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have charge of the stock ledger (which may, however, be kept by any transfer or other agent of the Corporation) and shall have such other duties and powers as may be designated from time to time by the Board of Directors.

Any Assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time designate.

(m) Other Powers and Duties. Subject to these By-laws, each officer of the Corporation shall have in addition to the duties and powers specifically set forth in these By-laws, such duties and powers as are customarily incident to such officer's office, and such duties and powers as may be designated from time to time by the Board of Directors.

4. Capital Stock

(a) Certificates of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the Corporation in such form as may from time to time be prescribed by the Board of Directors. Such certificate shall be signed by a President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. Such signatures may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer and every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall contain such legend with respect thereto as is required by law. The Corporation shall be permitted to issue fractional shares.

(b) Transfers. Subject to any restrictions on transfer, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate therefor properly endorsed or accompanied by a written assignment or power of attorney properly executed, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the Corporation or its transfer agent may reasonably require.

(c) Record Holders. Except as may otherwise be required by law, by the Certificate of Incorporation or by these By-laws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws.

It shall be the duty of each stockholder to notify the Corporation of such stockholder's post office address.

(d) Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not precede the date on which it is established, and which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, more than ten (10) days after the date on which the record date for stockholder consent without a meeting is established, nor more than sixty (60) days prior to any other action. In such case only stockholders of record on such record date shall be so entitled notwithstanding any transfer of stock on the books of the Corporation after the record date.

If no record date is fixed, (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, (ii) the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, 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 Corporation by delivery to its registered office in this state, to its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded, and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(e) Lost Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that

may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

5. Indemnification

(a) Definitions. For purposes of this Section 5:

(i) "Corporate Status" describes the status of a person who is serving or has served (A) as a Director of the Corporation, (B) as an Officer of the Corporation, (C) as a Non-Officer Employee of the Corporation, or (D) as a director, partner, trustee, officer, employee or agent of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity for which such person is or was serving at the request of the Corporation. For purposes of this Section 5(a)(i), a Director, Officer or Non-Officer Employee of the Corporation who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary shall be deemed to be serving at the request of the Corporation. Notwithstanding the foregoing, "Corporate Status" shall not include the status of a person who is serving or has served as a director, officer, employee or agent of a constituent corporation absorbed in a merger or consolidation transaction with the Corporation with respect to such person's activities prior to said transaction, unless specifically authorized by the Board of Directors or the stockholders of the Corporation;

(ii) "Director" means any person who serves or has served the Corporation as a director on the Board of Directors of the Corporation;

(iii) "Disinterested Director" means, with respect to each Proceeding in respect of which indemnification is sought hereunder, a Director of the Corporation who is not and was not a party to such Proceeding;

(iv) "Expenses" means all reasonable attorneys fees, retainers, court costs, transcript costs, fees of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), travel expenses, duplicating costs, printing and binding costs, costs of preparation of demonstrative evidence and other courtroom presentation aids and devices, costs incurred in connection with document review, organization, imaging and computerization, telephone charges, postage, delivery service fees, and all other disbursements, costs or expenses of the type customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settling or otherwise participating in, a Proceeding;

(v) "Liabilities" means judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement;

(vi) "Non-Officer Employee" means any person who serves or has served as an employee or agent of the Corporation, but who is not or was not a Director or Officer;

(vii) "Officer" means any person who serves or has served the Corporation as an officer of the Corporation appointed by the Board of Directors of the Corporation;

(viii) "Proceeding" means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, inquiry, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative, arbitrative or investigative; and

(ix) "Subsidiary" shall mean any corporation, partnership, limited liability company, joint venture, trust or other entity of which the Corporation owns (either directly or through or together with another Subsidiary of the Corporation) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other entity.

(b) Indemnification of Directors and Officers. Subject to the operation of Section 5(d) of these By-laws, each Director and Officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), and to the extent authorized in subsections (i) through (iv) of this Section 5(b).

(i) Actions, Suits and Proceedings Other than By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses and Liabilities that are incurred or paid by such Director or Officer or on such Director's or Officer's behalf in connection with any Proceeding or any claim, issue or matter therein (other than an action by or in the right of the Corporation), which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director's or Officer's Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(ii) Actions, Suits and Proceedings By or In the Right of the Corporation. Each Director and Officer shall be indemnified and held harmless by the Corporation against any and all Expenses that are incurred by such Director or Officer or on such Director's or Officer's behalf in connection with any Proceeding or any claim, issue or matter therein by or in the right of the Corporation, which such Director or Officer is, or is threatened to be made, a party to or participant in by reason of such Director's or Officer's Corporate Status, if such Director or Officer acted in good faith and in a manner such Director or Officer reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification shall be

made under this Section 5(b)(ii) in respect of any claim, issue or matter as to which such Director or Officer shall have been finally adjudged by a court of competent jurisdiction to be liable to the Corporation, unless, and only to the extent that, the Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite adjudication of liability, but in view of all the circumstances of the case, such Director or Officer is fairly and reasonably entitled to indemnification for such Expenses that such court deems proper.

(iii) Survival of Rights. The rights of indemnification provided by this Section 5(b) shall continue as to a Director or Officer after he or she has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors, administrators and personal representatives.

(iv) Actions by Directors or Officers. Notwithstanding the foregoing, the Corporation shall indemnify any Director or Officer seeking indemnification in connection with a Proceeding initiated by such Director or Officer only if such Proceeding (including any parts of such Proceeding not initiated by such Director or Officer) was authorized in advance by the Board of Directors of the Corporation, unless such Proceeding was brought to enforce such Officer's or Director's rights to indemnification or, in the case of Directors, advancement of Expenses under these By-laws in accordance with the provisions set forth herein.

(c) Indemnification of Non-Officer Employees. Subject to the operation of Section 5(d) of these By-laws, each Non-Officer Employee may, in the discretion of the Board of Directors of the Corporation, be indemnified by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against any or all Expenses and Liabilities that are incurred by such Non-Officer Employee or on such Non-Officer Employee's behalf in connection with any threatened, pending or completed Proceeding, or any claim, issue or matter therein, which such Non-Officer Employee is, or is threatened to be made, a party to or participant in by reason of such Non-Officer Employee's Corporate Status, if such Non-Officer Employee acted in good faith and in a manner such Non-Officer Employee reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The rights of indemnification provided by this Section 5(c) shall exist as

to a Non-Officer Employee after he or she has ceased to be a Non-Officer Employee and shall inure to the benefit of his or her heirs, personal representatives, executors and administrators. Notwithstanding the foregoing, the Corporation may indemnify any Non-Officer Employee seeking indemnification in connection with a Proceeding initiated by such Non-Officer Employee only if such Proceeding was authorized in advance by the Board of Directors of the Corporation.

(d) Determination. Unless ordered by a court, no indemnification shall be provided pursuant to this Section 5 to a Director, to an Officer or to a Non-Officer Employee unless a determination shall have been made that 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 Corporation and, with respect to any criminal Proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such determination shall be made by (i) a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, (ii) a

committee comprised of Disinterested Directors, such committee having been designated by a majority vote of the Disinterested Directors (even though less than a quorum), (iii) if there are no such Disinterested Directors, or if a majority of Disinterested Directors so directs, by independent legal counsel in a written opinion, or (iv) by the stockholders of the Corporation.

(e) Advancement of Expenses to Directors Prior to Final Disposition.

(i) The Corporation shall advance all Expenses incurred by or on behalf of any Director in connection with any Proceeding in which such Director is involved by reason of such Director's Corporate Status within thirty (30) days after the receipt by the Corporation of a written statement from such Director requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Director and shall be preceded or accompanied by an undertaking by or on behalf of such Director to repay any Expenses so advanced if it shall ultimately be determined that such Director is not entitled to be indemnified against such Expenses. Notwithstanding the foregoing, the Corporation shall advance all Expenses incurred by or on behalf of any Director seeking advancement of expenses hereunder in connection with a Proceeding initiated by such Director only if such Proceeding (including any parts of such Proceeding not initiated by such Director) was (A) authorized by the Board of Directors of the Corporation, or (B) brought to enforce such Director's rights to indemnification or advancement of Expenses under these By-laws.

(ii) If a claim for advancement of Expenses hereunder by a Director is not paid in full by the Corporation within thirty (30) days after receipt by the Corporation of documentation of Expenses and the required undertaking, such Director may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, such Director shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such advancement of Expenses under this Section 5 shall not be a defense to an action brought by a Director for recovery of the unpaid amount of an advancement claim and shall not create a presumption that such advancement is not permissible. The burden of proving that a Director is not entitled to an advancement of expenses shall be on the Corporation.

(iii) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Director has not met any applicable standard for indemnification set forth in the DGCL.

(f) Advancement of Expenses to Officers and Non-Officer Employees Prior to Final Disposition.

(i) The Corporation may, at the discretion of the Board of Directors of the Corporation, advance any or all Expenses incurred by or on behalf of any Officer or any Non-Officer Employee in connection with any Proceeding in which such person is

involved by reason of his or her Corporate Status as an Officer or Non-Officer Employee upon the receipt by the Corporation of a statement or statements from such Officer or Non-Officer Employee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by such Officer or Non-Officer Employee and shall be preceded or accompanied by an undertaking by or on behalf of such person to repay any Expenses so advanced if it shall ultimately be determined that such Officer or Non-Officer Employee is not entitled to be indemnified against such Expenses.

(ii) In any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Officer or Non-Officer Employee has not met any applicable standard for indemnification set forth in the DGCL.

(g) Contractual Nature of Rights.

(i) The provisions of this Section 5 shall be deemed to be a contract between the Corporation and each Director and Officer entitled to the benefits hereof at any time while this Section 5 is in effect, in consideration of such person's past or current and any future performance of services for the Corporation. Neither amendment, repeal or modification of any provision of this Section 5 nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Section 5 shall eliminate or reduce any right conferred by this Section 5 in respect of any act or omission occurring, or any cause of action or claim that accrues or arises or any state of facts existing, at the time of or before such amendment, repeal, modification or adoption of an inconsistent provision (even in the case of a proceeding based on such a state of facts that is commenced after such time), and all rights to indemnification and advancement of Expenses granted herein or arising out of any act or omission shall vest at the time of the act or omission in question, regardless of when or if any proceeding with respect to such act or omission is commenced. The rights to indemnification and to advancement of expenses provided by, or granted pursuant to, this Section 5 shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

(ii) If a claim for indemnification hereunder by a Director or Officer is not paid in full by the Corporation within sixty (60) days after receipt by the Corporation of a written claim for indemnification, such Director or Officer may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, such Director or Officer shall also be entitled to be paid the expenses of prosecuting such claim. The failure of the Corporation (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of such indemnification under this Section 5 shall not be a defense to an action brought by a Director or Officer for recovery of the unpaid amount of an indemnification claim and shall not create a presumption that such indemnification is not permissible. The burden of proving that a Director or Officer is not entitled to indemnification shall be on the Corporation.

(iii) In any suit brought by a Director or Officer to enforce a right to indemnification hereunder, it shall be a defense that such Director or Officer has not met any applicable standard for indemnification set forth in the DGCL.

(h) Non-Exclusivity of Rights. The rights to indemnification and advancement of Expenses set forth in this Section 5 shall not be exclusive of any other right which any Director, Officer, or Non-Officer Employee may have or hereafter acquire under any statute, provision of the Certificate or these By-laws, agreement, vote of stockholders or Disinterested Directors or otherwise.

(i) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer or Non-Officer Employee against any liability of any character asserted against or incurred by the Corporation or any such Director, Officer or Non-Officer Employee, or arising out of any such person's Corporate Status, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL or the provisions of this Section 5.

(j) Other Indemnification. The Corporation's obligation, if any, to indemnify or provide advancement of Expenses to any person under this Section 5 as a result of such person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person may collect as indemnification or advancement of Expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or enterprise (the "Primary Indemnitor"). Any indemnification or advancement of Expenses under this Section 5 owed by the Corporation as a result of a person serving, at the request of the Corporation, as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall only be in excess of, and shall be secondary to, the indemnification or advancement of Expenses available from the applicable Primary Indemnitor(s) and any applicable insurance policies.

6. Miscellaneous Provisions

(a) Fiscal Year. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall end on December 31 of each year.

(b) Seal. The Board of Directors shall have power to adopt and alter the seal of the Corporation.

(c) Execution of Instruments. Subject to any limitations which may be set forth in a resolution of the Board of Directors, all deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business without director action may be executed on behalf of the Corporation by, a President, or by any other officer, employee or agent of the Corporation as the Board of Directors may authorize.

(d) Voting of Securities. Unless the Board of Directors otherwise provides, a President, any Vice President or the Treasurer may waive notice of and act on behalf of this Corporation, or appoint another person or persons to act as proxy or attorney in fact for this

Corporation with or without discretionary power and/or power of substitution, at any meeting of stockholders or shareholders of any other corporation or organization, any of whose securities are held by this Corporation.

(e) Resident Agent. The Board of Directors may appoint a resident agent upon whom legal process may be served in any action or proceeding against the Corporation.

(f) Corporate Records. The original or attested copies of the Certificate of Incorporation, By-laws and records of all meetings of the incorporators, stockholders and the Board of Directors and the stock and transfer records, which shall contain the names of all stockholders, their record addresses and the amount of stock held by each, shall be kept at the principal office of the Corporation, at the office of its counsel, or at an office of its transfer agent.

(g) Certificate of Incorporation. All references in these By-laws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended and in effect from time to time.

(h) Amendments. These By-laws may be altered, amended or repealed, and new By-laws may be adopted, by the stockholders or by the Board of Directors; provided, that (a) the Board of Directors may not alter, amend or repeal any provision of these By-laws which by law, by the Certificate of Incorporation or by these By-laws requires action by the stockholders and (b) any alteration, amendment or repeal of these By-laws by the Board of Directors and any new By-law adopted by the Board of Directors may be altered, amended or repealed by the stockholders.

(i) Waiver of Notice. Whenever notice is required to be given under any provision of these By-laws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before 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 meeting needs to be specified in any written waiver or any waiver by electronic transmission.

Adopted: December 18, 2017

Exhibit 4.1

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this **"Agreement"),** is made as of December 22, 2017 by and among Scholar Rock Holding Corporation, a Delaware corporation (the **"Company"),** and each of the investors listed on Schedule A hereto, each of which is referred to in this Agreement as an **"Investor."**

RECITALS

WHEREAS, the Company and certain of the Investors are parties to the Series C Preferred Stock Purchase Agreement of even date herewith (as the same may be amended or restated from time to time, the **"Purchase Agreement");** and

WHEREAS, in order to induce the Company to enter into the Purchase Agreement and to induce such Investors to invest funds in the Company pursuant to the Purchase Agreement, the Investors and the Company hereby agree that this Agreement shall govern the rights of the Investors to cause the Company to register shares of Common Stock issuable to the Investors, to receive certain information from the Company, and to participate in future equity offerings by the Company, and shall govern certain other matters as set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 **"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 or director of such Person or any venture capital or other investment fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company or investment advisor with, such Person.

1.2 **"Artal"** means Artal International S.C.A. and its Affiliates.

1.3 **"Certificate of Incorporation"** means the Company's Amended and Restated Certificate of Incorporation, as the same may be amended or restated from time to time.

1.4 **"Common Stock"** means shares of the Company's common stock, par value $0.001 per share.

1.5 **"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 the development and commercialization of novel biologic therapeutic agents to treat disease, but shall not include (i) 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

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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 or (ii) any Fidelity Investor.

1.6 **"Damages"** means any loss, damage, claim or liability Goint 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.

1.7 **"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.

1.8 **"Exchange Act"** means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.9 **"Excluded Registration"** means (i) a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, 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.

1.10 **"Fidelity Investor"** means each Investor advised or subadvised by Fidelity Management & Research Company or one of its Affiliates as of the date hereof.

1.11 **"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.

1.12 **"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 incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.13 **"GAAP" means** generally accepted accounting principles in the United States.

1.14 **"Holder"** means any holder of Registrable Securities who is a party to this Agreement.

1.15 **"Immediate Family Member"** means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, 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.

1.16 **"Initiating Holders"** means, collectively, Holders who properly initiate a registration request under this Agreement.

1.17 **"IPO"** means the Company's first underwritten public offering of its Common Stock under the Securities Act.

1.18 **"Major Investor"** means (i) any Investor that, individually or together with such Investor's Affiliates, holds at least 1,000,000 shares of Registrable Securities (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof), and (ii) any Fidelity Investor that holds any Registrable Securities.

1.19 **"New Securities"** means, collectively, equity secunt1es 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.

1.20 **"Person"** means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.21 **"Preferred Stock"** means, collectively, shares of the Company's Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock.

1.22 **"Registrable Securities"** means (i) the Common Stock issuable or issued upon conversion of the Preferred Stock; (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 thereof; 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 Subsection 6.1, and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Subsection 2.13 of this Agreement.

1.23 **"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.

1.24 **"Restricted Securities"** means the securities of the Company required to be notated with the legend set forth in Subsection 2.12(b) hereof.

1.25 **"SEC"** means the Securities and Exchange Commission.

1.26 **"SEC Rule 144"** means Rule 144 promulgated by the SEC under the Securities Act.

1.27 **"SEC Rule 145"** means Rule 145 promulgated by the SEC under the Securities Act.

1.28 **"Securities Act"** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.29 **"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 Subsection 2.6.

1.30 **"Preferred Director"** means any director of the Company that the holders of record of the Preferred Stock are entitled to elect pursuant to the Company's Certificate of Incorporation.

1.31 **"Series A Preferred Stock"** means shares of Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, and Series A-4 Preferred Stock.

1.32 **"Series A-1 Preferred Stock"** means shares of the Company's Series A-1 Preferred Stock, par value $0.001 per share.

1.33 **"Series A-2 Preferred Stock"** means shares of the Company's Series A-2 Preferred Stock, par value $0.001 per share.

1.34 **"Series A-3 Preferred Stock"** means shares of the Company's Series A-3 Preferred Stock, par value $0.001 per share.

1.35 **"Series A-4 Preferred Stock"** means shares of the Company's Series A-4 Preferred Stock, par value $0.001 per share.

1.36 **"Series B Preferred Stock"** means shares of the Company's Series B Preferred Stock, par value $0.001 per share.

1.37 **"Series C Preferred Stock"** means shares of the Company's Series C Preferred Stock, par value $0.001 per share.

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 at least eighty percent (80%) of the Registrable Securities then outstanding (the **"Requisite Holders")** that the Company file a Form S-1 registration statement with respect to at least twenty (20%) of the Registrable Securities then outstanding, 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 Subsections 2.l(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 at least twenty percent (20%) 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 offering price, net of Selling Expenses, of at least $10.0 million, 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 Subsections 2.l(c) and 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to this Subsection 2.1 a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's Board of Directors (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 one hundred twenty (120) 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 one hundred twenty (120) 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 Subsection 2.l(a)(i) during the period that is sixty (60) 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 Subsection 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 Subsection 2.l(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 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 ninety (90) 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 Subsection 2.l(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 Subsection 2.l(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 Subsection 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Subsection 2. l(d).

2.2 Company Registration. Following the IPO, 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 Subsection 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 Subsection 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 Subsection 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 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 Subsection 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 Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Subsection 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 Subsection 2.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders 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 Subsection 2.3(a) 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.

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 ninety (90) 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 Com,pany 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 10b5-1 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 $35,000, 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 Subsection 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 Subsections 2.l(a) or 2.l(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 Subsections 2.1(a) or 2.l(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, accountants and investment advisers 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 Subsection 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 Subsection 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 Subsections 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 Subsection 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 Subsection 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 within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this

Subsection 2.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend 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 Subsection 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 Subsection 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 Subsection 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 Subsection 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 Subsection 2.8(d), when combined with the amounts paid or payable by such Holder pursuant to Subsection 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 Subsection 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) solely to the extent not available on EDGAR, 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 Requisite Holders, enter into any agreement with any holder or prospective holder of any securities of the Company that (i) allow such holder or prospective holder to include such securities in any registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration only to the extent that the inclusion of such securities will not reduce the number of the Registrable Securities of the Holders that are included; or (ii) 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 any additional Investor who becomes a party to this Agreement in accordance with Subsection 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 IPO and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days), (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 the IPO), 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 Subsection 2.11 (A) shall apply only to the IPO, (B) shall not apply to shares of Common Stock acquired in the IPO or in the open market following the IPO and (C) shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family 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 shall be applicable to the Holders only if all officers and directors and all 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) are subject to the same restrictions. The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 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 Subsection 2.11 or that are necessary to give further effect thereto. If any of the obligations described in this Subsection 2.11 are waived or terminated with respect to any of the securities of any such Holder, officer, director or greater than one-percent stockholder (in any such case, the **"Released Securities"),** the foregoing provisions shall be waived or terminated, as applicable, to the same extent and with respect to the same percentage of securities of each Holder as the percentage of Released Securities represent with respect to the securities held by the applicable Holder, officer, director or greater than one-percent stockholder. Notwithstanding the foregoing, the Company shall not require any transferee of shares pursuant to an effective registration statement or, following the IPO, SEC Rule 144 to be bound by the terms of this Agreement.

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, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 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 Subsection 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 or, following the IPO, the transfer is made pursuant to SEC Rule 144, 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, with respect to transfers under the foregoing clause (y), each transferee agrees in writing to be subject to the terms of this Subsection 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 or pursuant to an effective registration statement, the appropriate restrictive legend set forth in Subsection 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 Subsections 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 Company's Certificate of Incorporation;

(b) following the IPO, such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of,all of such Holder's shares without limitation during a three-month period without registration (and without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(l)); and

(c) the third (3rd) anniversary of the IPO.

3. Information and Observer Rights.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor:

(a) as soon as practicable, but in any event within ninety (90) days after the end of each fiscal year of the Company (i) an unaudited balance sheet as of the end of such year, (ii) unaudited statements of income and of cash flows for such year, and a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the budget and business plan for such year prepared in the prior fiscal year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (iii) an unaudited statement of stockholders' equity as of the end of such year, 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 one hundred eighty (180) 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 a comparison between (x) the actual amounts as of and for such fiscal year and (y) the comparable amounts for the prior year and as included in the budget and business plan for such year prepared in the prior fiscal year, with an explanation of any material differences between such amounts and a schedule as to the sources and applications of funds for such year, and (iii) a statement of stockholders' equity as of the end of such year, all such financial statements prepared in accordance with GAAP audited and certified by independent public accountants of regionally recognized standing selected by the Company;

(c) 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);

(d) 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);

(e) 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

Subsection 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 in this Subsection 3.1 to the contrary, the Company may cease providing the information set forth in this Subsection 3.1 during the period starting with the date sixty (60) 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 Subsection 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.

The Company shall promptly and accurately respond, and shall use its best efforts to cause its transfer agent to promptly respond, to requests for information made on behalf of any Fidelity Investor or Artal relating to (i) accounting or securities law matters required in connection with its audit or (ii) the actual holdings of such Fidelity Investor and Artal, including in relation to the total outstanding shares; provided, however, that the Company shall not be obligated to provide any such information that could reasonably result in a violation of applicable law or conflict with a confidentiality obligation of the Company.

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 Subsection 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 Subsections 3.1, through 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 a Deemed Liquidation Event, as such term is defined in the Company's Certificate of Incorporation, whichever event occurs first; provided, that, with respect to clause (iii), the covenants set forth in Section 3.1 shall only terminate if the consideration received by the Investors in such Deemed Liquidation Event is in the form of cash and/or publicly traded

securities unless the Investors receive financial information from the acquiring company or other successor to the Company comparable to those set forth in Section 3.1.

3.4 Confidentiality. Each Investor agrees 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 (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 Subsection 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 Subsection 3.4; (iii) to any Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, 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, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure. Notwithstanding the foregoing, in the case of an Investor that is (i) a registered investment company within the meaning of the Investment Company Act of 1940, as amended, or (ii) is advised by a registered investment adviser or Affiliates thereof, such Investor may identify the Company and the value of such Investor's security holdings in the Company in accordance with applicable investment reporting and disclosure regulations or internal policies and respond to examinations, demands, requests or reporting requirements of a regulatory authority without prior notice to or consent from the Company.

4. Rights to Future Stock Issuances.

4.1 Right of First Offer. Subject to the terms and conditions of this Subsection 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 Investor. An 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 and (ii) its Affiliates.

(a) The Company shall give notice (the **"Offer Notice")** to each 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 Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which

equals the proportion that the Common Stock then held by such 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 other Derivative Securities). At the expiration of such twenty (20) day period, the Company shall promptly notify each Investor that elects to purchase or acquire all the shares available to it (each, a **"Fully Exercising Investor")** of any other 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 which is equal to the proportion that the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of Preferred Stock and any other Derivative Securities then held, by such Fully Exercising Investor bears to the Common Stock issued and held, or issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the Preferred Stock and any other Derivative Securities then held, by all Fully Exercising Investors who wish to purchase such unsubscribed shares. The closing of any sale pursuant to this Subsection 4.l(b) shall occur within the later of one hundred twenty (120) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 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 Subsection 4.l(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 4.l(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 Investors in accordance with this Subsection 4.1.

(d) The right of first offer in this Subsection 4.1 shall not be applicable to (i) Exempted Securities (as defined in the Company's Certificate of Incorporation); and (ii) shares of Common Stock issued in the IPO.

(e) Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of this Subsection 4.1, the Company may elect to give notice to the Investors within thirty (30) days after the issuance of New Securities. Such notice shall describe the type, price, and terms of the New Securities. Each Investor shall have twenty (20) days from the date notice is given to elect to purchase up to the number of New Securities that would, if purchased by such Investor, maintain such Investor's percentage-ownership position, calculated as set forth in Subsection 4.l(b) before giving effect to the issuance of such New Securities. The closing of such sale shall occur within sixty (60) days of the date notice is given to the Investors.

(f) In the event that the rights of an Investor to purchase New Securities under this Subsection 4.1 are waived with respect to a particular offering of New Securities without such Investor's prior written consent (a **"Waived Investor")** and any Investor that participated in waiving such rights actually purchases New Securities in such offering, then the Company shall grant, and hereby grants, each Waived Investor the right to purchase, in a subsequent closing of such issuance on substantially the same terms and conditions, the same percentage of its full pro rata share of such New Securities as the highest percentage of any such purchasing Investor.

4.2 Termination. The covenants set forth in Subsection 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 a Deemed Liquidation Event, as such term is defined in the Company's Certificate oflncorporation, whichever event occurs first.

5. Additional Covenants.

5.1 Insurance. The Company shall use its commercially reasonable efforts to maintain from financially sound and reputable insurers Directors and Officers liability insurance, in an amount and on terms and conditions satisfactory to the Board of Directors, until such time as the Board of Directors determines that such insurance should be discontinued.

5.2 Employee Agreements. The Company will cause (i) 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; and (ii) each key employee to enter into a one (1) year noncompetition and nonsolicitation agreement, in the form attached hereto as Exhibit A.

5.3 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 Subsection 2.11. The Company shall not materially amend, modify, terminate, waive or otherwise alter, in whole or in part, any of the agreements referred to in Section 5.2 or this 5.3 without the consent of all the Preferred Directors.

5.4 Matters Requiring Investor Director Approval. So long as the holders of Preferred Stock are entitled to elect at least one Preferred Director, 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 all of the Preferred Directors then in office:

(a) approve an operating budget for any fiscal year;

(b) hire any employee for the Company or its subsidiaries with a compensation package greater than $100,000 per annum, unless provided for in the budget;

(c) pledge or grant a security interest in any assets of the Company or any of its subsidiaries;

(d) make guarantees of third-party loans to employees or of obligations of subsidiaries, except in the ordinary course of business;

(e) issue any options to purchase Common Stock or other securities convertible or exercisable into Common Stock;

(f) enter into any agreements, including but not limited to leases, that obligate the Company or its subsidiaries to make aggregate annual payments in excess of $100,000, unless provided for in the budget;

(g) any establishment of, amendment to, or increase of the number of units available for issuance under, any employee incentive plan, similar equity compensation plan or other arrangement for the grant of equity compensation awards;

(h) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(i) incur any indebtedness in excess of $250,000, individually or in the aggregate, or acquire any asset or assets with a value in excess of $100,000 in a single transaction or a series of related transactions, unless provided for in the budget approved by the Board of Directors;

(j) create any subsidiary of this Company or transfer any of the Company's assets to any subsidiary of this Company; or

(k) sell, assign, license, pledge, or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business.

5.5 Board Matters. Unless otherwise determined by the vote of a majority of the directors then in office, the Board of Directors shall meet at least quarterly in accordance with an agreed-upon schedule. The Company shall reimburse the nonemployee directors for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy) in connection with attending meetings of the Board of Directors. In the event the Board of Directors establishes any committees, the Board of Directors shall upon the request of a Preferred Director appoint such Preferred Director as a member of the applicable committee. In addition, in the event the Board of Directors establishes any subsidiaries, the Company shall upon request of a Preferred Director, appoint such Preferred Director as a director of such subsidiary.

5.6 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 maybe.

5.7 Right to Conduct Activities. The Company acknowledges that the execution of this Agreement shall in no way be construed to prohibit or restrict Artal, the Fidelity Investors, Fidelity or Fidelity's other investment advisory clients from maintaining, making or considering investments in public or private companies, including, without limitation, companies that may compete either directly or indirectly with the Company **("Other Companies"),** or from otherwise operating in the ordinary course of business. Furthermore, the Company understands and acknowledges that the Company's confidential information may be used by Artal, the Fidelity Investors, Fidelity or their respective Affiliates for internal purposes in the ordinary course of business, including, without limitation, in connection with evaluating investment opportunities and making investments in Other Companies on behalf of funds and accounts managed by Artal, Fidelity, or their Affiliates, but specifically excluding disclosing or otherwise providing such confidential information to anyone other than Artal, the Fidelity Investors, Fidelity or their respective Affiliates.

5.8 Termination of Covenants. The covenants set forth in this Section 5, except for Subsection 5.6, 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 a Deemed Liquidation Event, as such term is defined in the Company's Certificate of Incorporation, 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 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 1,000,000 shares of Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations) or, if less, all of the Registrable Securities held by such Holder; 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 Subsection 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 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 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.

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 facsimile, 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 or facsimile 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, facsimile number, or address as subsequently modified by written notice given in accordance with this Subsection 6.5. If notice is given to the Company, a copy (which shall not constitute notice) shall also be sent to Goodwin Procter, 100 Northern Avenue, Boston, MA 02110, Attention: Kingsley L. Taft, Esq.

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 Requisite Holders; provided that the Company may in its sole discretion waive compliance with Subsection 2.12(c) (and the Company's failure to object promptly in writing after notification of a proposed assignment allegedly in violation of Subsection 2.12(c) shall be deemed to be a waiver); and provided further that (i) Sections 2.11, 3.1 and 3.3 shall not

be modified, supplemented, amended or waived, in whole or in part, in a manner that adversely affects the Fidelity Investors, without the prior written consent of the Fidelity Investors holding a majority of the Registable Securities held by all Fidelity Investors and (ii) any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. In addition, Section 4.1(e) and this Subsection 6.6 may be amended and the observance thereof waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of Artal International S.C.A. Notwithstanding the foregoing, 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 (it being agreed that a waiver of the provisions of Section 4 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction). 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 Subsection 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 Preferred Stock after the date hereof, any purchaser of such shares 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.

6.11 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.

6.12 Acknowledgment. The Company acknowledges that the Investors are in the business of venture capital investing and therefore review the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company.

Nothing in this Agreement shall preclude or in any way restrict the Investors from investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company.

6.13 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of State 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 State 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SCHOLAR ROCK HOLDING CORPORATION

By: /s/ Nagesh Mahanthappa
Name: Nagesh Mahanthappa
Title: CEO and President

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ARTAL INTERNATIONAL S.C.A.

By Artal International Management S.A., its
Managing Partner

By: /s/ Anne Goffard
Name: Anne Goffard
Title: Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

/s/ Timothy Springer
Timothy Springer

TAS PARTNERS, LLC

By: /s/ Timothy Springer
Name: Timothy Springer
Title: Member

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

REDMILE CAPITAL FUND, LP

By: /s/ Jeremy Green
Name: Jeremy Green
Title: Managing Member of the General Partner and the Investment Manager

REDMILE CAPITAL OFFSHORE FUND, LTD.

By: /s/ Jeremy Green
Name: Jeremy Green
Title: Managing Member of the Investment Manager

REDMILE CAPITAL OFFSHORE FUND II, LTD.

By: /s/ Jeremy Green
Name: Jeremy Green
Title: Managing Member of the Investment Manager

REDMILE BIOPHARMA INVESTMENTS I, L.P.

By: /s/ Jeremy Green
Name: Jeremy Green
Title: Managing Member of the Management
Company and the General Partner

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ECOR1 CAPITAL FUND, L.P.

By: EcoR1 Capital, LLC
Its: General Partner

By: /s/ Oleg Nodelman
Name: Oleg Nodelman
Title: Founder

ECOR1 CAPITAL FUND QUALIFIED, L.P.

By: EcoR1 Capital, LLC
Its: General Partner

By: /s/ Oleg Nodelman
Name: Oleg Nodelman
Title: Founder

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

POLARIS VENTURE PARTNERS VI, L.P.
By: POLARIS VENTURE MANAGEMENT CO. VI, L.L.C.
ITS: GENERAL PARTNER

By: /s/ Max Eisenberg
Max Eisenberg
Attorney-in-fact

POLARIS VENTURE PARTNERS FOUNDERS' FUND VI, L.P.
By: POLARIS VENTURE MANAGEMENT CO. VI, L.L.C.
ITS: GENERAL PARTNER

By: /s/ Max Eisenberg
Max Eisenberg
Attorney-in-fact

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

KPC VENTURE CAPITAL LLC

By: /s/ Robert K. Kraft
Name: Robert K. Kraft
Title: Sole Director of its Manager

JAK LLC

By: /s/ Jonathan A. Kraft
Name: Jonathan A. Kraft
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ARCH Venture Fund VIII, L.P.

By: ARCH Venture Partners VIII, L.P.
Its: General Partner
By: ARCH Venture Partners VIII, LLC
Its: General Partner

/s/ Mark McDonnell
Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above,

FIDELITY ADVISOR SERIES VII: FIDELITY ADVISOR BIOTECHNOLOGY FUND

By: /s/ Colm Hogan
Name: Colm Hogan
Title: Authorized Signatory

FIDELITY SELECT PORTFOLIOS: BIOTECHNOLOGY PORTFOLIO

By: /s/ Colm Hogan
Name: Colm Hogan
Title: Authorized Signatory

FIDELITY MT. VERNON STREET TRUST:
FIDELITY SERIES GROWTH COMPANY FUND

By: /s/ Colm Hogan
Name: Colm Hogan
Title: Authorized Signatory

FIDELITY GROWTH COMPANY
COMMINGLED POOL
BY: FIDELITY MANAGEMENT & TRUST CO.

By: /s/ Colm Hogan
Name: Colm Hogan
Title: Authorized Signatory

FIDELITY MT. VERNON STREET TRUST:
FIDELITY GROWTH COMPANY FUND

By: /s/ Colm Hogan
Name: Colm Hogan
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Cormorant Private Healthcare Fund I, LP

By: Cormorant Private Healthcare GP, LLC

By: /s/ Bihua Chen
Name: Bihua Chen
Title: Managing Member of the GP

Cormorant Global Healthcare Master Fund, LP

By: Cormorant Global Healthcare GP, LLC

By: /s/ Bihua Chen
Name: Bihua Chen
Title: Managing Member of the GP

CRMA SPV, L.P.

By: Cormorant Asset Management, LLC

By: /s/ Bihua Chen
Name: Bihua Chen, CEO/CIO
Its: Attorney-in-Fact

SCHEDULE A
Investors

Artal International SCA
44, Rue de la Vallée
L-2661 Luxembourg
Attn : Anne Goffard

With copies to:

The Invus Group LLC
750 Lexington Avenue
New York, NY 10022
Attn: Philippe J. Amouyal; and

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036-6710
Attn: Peter J. Schaeffer, Esq.

Redmile Capital Fund, LP
One Letterman Drive
Building D Suite D3-300
San Francisco, CA 94129
Telephone: 415-489-9980
Email: operations@redmilegrp.com
Attn: Josh Garcia, CFO

Redmile Capital Offshore Fund, Ltd.
One Letterman Drive
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San Francisco, CA 94129
Telephone: 415-489-9980
Email: operations@redmilegrp.com
Attn: Josh Garcia, CFO

Redmile Capital Offshore Fund II, Ltd.
One Letterman Drive

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San Francisco, CA 94129
Telephone: 415-489-9980
Email: operations@redmilegrp.com
Attn: Josh Garcia, CFO

Redmile Biopharma Investments I, L.P.
One Letterman Drive
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San Francisco, CA 94129
Telephone: 415-489-9980
Email: operations@redmilegrp.com
Attn: Josh Garcia, CFO

Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund
State Street Bank & Trust
PO Box 5756
Boston, Massachusetts 02206
Attn: WAVELENGTH + CO Fidelity Mt.
Vernon Street Trust: Fidelity Series Growth Company Fund
Email: SSBCORPACTIONS@StateStreet.com
Fax number: 617-988-9110

Fidelity Growth Company Commingled Pool
c/o Brown Brothers Harriman & Co.
Attn: Corporate Actions /Vault
140 Broadway
New York, NY 10005
BBH.Fidelity.CA.Notifications@BBH.com

Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund
BNY Mellon
Attn: Stacey Wolfe
525 William Penn Place Rm 0400
Pittsburgh, PA 15259
Email: FidelityCorporateEvents@bnymellon.com
Fax number: 412-236-1012

Fidelity Advisor Series VII: Fidelity Advisor Biotechnology Fund
State Street Bank & Trust
PO Box 5756
Boston, Massachusetts 02206
Attn: Bangle & Co fbo Fidelity Advisor
Series VII: Fidelity Advisor Biotechnology Fund
Email: SSBCORPACTIONS@StateStreet.com
Fax number: 617-988-9110

Fidelity Select Portfolios: Biotechnology Portfolio
Brown Brothers Harriman & Co.
525 Washington Blvd
Jersey City NJ 07310
Attn: Michael Lerman 15th Floor
Corporate Actions
Email: michael.lerman@bbh.com
Fax number: 617 772-2418

Cormorant Global Healthcare Master Fund, LP
200 Clarendon Street, 52nd Floor
Boston, MA 02116

Cormorant Private Healthcare Fund I, LP
200 Clarendon Street, 52nd Floor
Boston, MA 02116

CRMA SPV, L.P.
PO Box 309
Ugland House
Grand Cayman
KY1-1104 Cayman Islands

ARCH Venture Fund VIII, L.P.
ARCH Venture Partners
Attn: Mark McDonnell
8755 West Higgins Road
Suite 1025
Phone 773 380 6600
Fax 773 380 6606
Email mmcdonnell@archventure.com

Polaris Venture Partners VI, L.P.
1000 Winter Street
Suite 3350
Waltham, MA 02451

Polaris Venture Partners Founders' Fund VI, L.P.
1000 Winter Street
Suite 3350
Waltham, MA 02451

Timothy Springer
TAS Partners, LLC
36 Woodman Road
Newton, MA 02467

EcoR1 Capital Fund, LP
409 Illinois Street
San Francisco, CA 94158

EcoR1 Capital Fund Qualified, LP
409 Illinois Street
San Francisco, CA 94158

KPC Venture Capital, LLC

JAKII LLC

EXHIBIT A

Form Of Noncompetition and Nonsolicitation Agreement

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTIONS 5.3 AND 5.4 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

AMENDED AND RESTATED WARRANT TO PURCHASE STOCK

Company: Scholar Rock Holding Corporation, a Delaware corporation
Number of Shares: 21,739, subject to adjustment
Type/Series of Stock: Series A-3 Preferred Stock, $0.001 par value per share
Warrant Price: $1.38 per Share, subject to adjustment
Issue Date: December 22, 2017
Expiration Date: August 10, 2025 **See also Section 5.1(b).**
Credit Facility: This Amended and Restated Warrant to Purchase Stock (this "**Warrant**") is issued in exchange for and replacement of that certain Warrant to Purchase Limited Liability Company Interests (the "**Original Warrant**") originally issued on August 11, 2015 (the "**Original Warrant Date**") to Silicon Valley Bank in connection with that certain Loan and Security Agreement of even date therewith between Silicon Valley Bank and Scholar Rock, Inc. (as amended and/or modified and in effect from time to time, the "**Loan Agreement**").

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, SVB FINANCIAL GROUP (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, "**Holder**") is entitled to purchase the number of fully paid and non-assessable shares (the "**Shares**") of the above-stated Type/Series of Stock (the "**Class**") of the above-named company (the "**Company**") at the above-stated Warrant Price, all as set forth above and as adjusted pursuant to Section 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

SECTION 1. EXERCISE.

1.1 Method of Exercise. Holder may at any time and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant together with a duly executed Notice of Exercise in substantially the form attached hereto as Appendix 1 and, unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 1.2, a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Cashless Exercise. On any exercise of this Warrant, in lieu of payment of the aggregate Warrant Price in the manner as specified in Section 1.1 above, but otherwise in accordance with the requirements of Section 1.1, Holder may elect to receive Shares equal to the value of this Warrant, or portion hereof as to which this Warrant is being exercised. Thereupon, the Company shall issue to the Holder such number of fully paid and non-assessable Shares as are computed using the following formula:

$$X = Y(A-B)/A$$

where:

X = the number of Shares to be issued to the Holder;

Y = the number of Shares with respect to which this Warrant is being exercised (inclusive of the Shares surrendered to the Company in payment of the aggregate Warrant Price);

A = the Fair Market Value (as determined pursuant to Section 1.3 below) of one Share; and

B = the Warrant Price.

1.3 Fair Market Value. If the Company's common stock is then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**") and the Class is common stock, the fair market value of a Share shall be the closing price or last sale price of a share of common stock reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company. If the Company's common stock is then traded in a Trading Market and the Class is a series of the Company's convertible preferred stock, the fair market value of a Share shall be the closing price or last sale price of a share of the Company's common stock reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company multiplied by the number of shares of the Company's common stock into which a Share is then convertible. If the Company's common stock is not traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.

1.4 Delivery of Certificate and New Warrant. Within a reasonable time after Holder exercises this Warrant in the manner set forth in Section 1.1 or 1.2 above, the Company shall deliver to Holder a certificate representing the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired.

1.5 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.6 Treatment of Warrant Upon Acquisition of Company.

(a) Acquisition. For the purpose of this Warrant, "**Acquisition**" means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company; (ii) any merger or consolidation of the Company into or with another person or entity (other than a merger or consolidation effected exclusively to change the Company's domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or

reorganization, own less than a majority of the Company's (or the surviving or successor entity's) outstanding voting power immediately after such merger, consolidation or reorganization (or, if such Company stockholders beneficially own a majority of the outstanding voting power of the surviving or successor entity as of immediately after such merger, consolidation or reorganization, such surviving or successor entity is not the Company); or (iii) any sale or other transfer by the stockholders of the Company of shares representing at least a majority of the Company's then-total outstanding combined voting power.

(b) Treatment of Warrant at Acquisition. In the event of an Acquisition in which the consideration to be received by the Company's stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a "**Cash/Public Acquisition**"), and the fair market value of one Share as determined in accordance with Section 1.3 above would be greater than the Warrant Price in effect on such date immediately prior to such Cash/Public Acquisition, and Holder has not exercised this

Warrant pursuant to Section 1.1 above as to all Shares, then this Warrant shall automatically be deemed to be Cashless Exercised pursuant to Section 1.2 above as to all Shares effective immediately prior to and contingent upon the consummation of a Cash/Public Acquisition. In connection with such Cashless Exercise, Holder shall be deemed to have restated each of the representations and warranties in Section 4 of the Warrant as of the date thereof and the Company shall promptly notify the Holder of the number of Shares (or such other securities) issued upon exercise. In the event of a Cash/Public Acquisition where the fair market value of one Share as determined in accordance with Section 1.3 above would be less than the Warrant Price in effect immediately prior to such Cash/Public Acquisition, then this Warrant will expire immediately prior to the consummation of such Cash/Public Acquisition.

(c) Upon the closing of any Acquisition other than a Cash/Public Acquisition, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(d) As used in this Warrant, "**Marketable Securities**" means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in a Trading Market, and (iii) following the closing of such Acquisition, Holder would not be restricted from publicly re-selling all of the issuer's shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise this Warrant in full on or prior to the closing of such Acquisition, except to the extent that any such restriction (x) arises solely under federal or state securities laws, rules or regulations, and (y) does not extend beyond six (6) months from the closing of such Acquisition.

SECTION 2. ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend or distribution on the outstanding shares of the Class payable in common stock or other securities or property (other than cash), then upon exercise of this Warrant, for each Share acquired, Holder shall

receive, without additional cost to Holder, the total number and kind of securities and property which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred. If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Class are reclassified, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations, substitutions, replacements or other similar events.

2.3 Conversion of Preferred Stock. If the Class is a class and series of the Company's convertible preferred stock, in the event that all outstanding shares of the Class are converted, automatically or by action of the holders thereof, into common stock pursuant to the provisions of the Company's Certificate of Incorporation, including, without limitation, in connection with the Company's initial, underwritten public offering and sale of its common stock pursuant to an effective registration statement under the Act (the "**IPO**"), then from and after the date on which all outstanding shares of the Class have been so converted, this Warrant shall be exercisable for such number of shares of common stock into which the Shares would have been converted had the Shares been outstanding on the date of such conversion, and the Warrant Price shall equal the Warrant Price in effect as of immediately prior to such conversion divided by the number of shares of common stock into which one Share would have been converted, all subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant.

2.4 Adjustments for Diluting Issuances. Without duplication of any adjustment otherwise provided for in this Section 2, the number of shares of common stock issuable upon conversion of the Shares shall be subject to anti-dilution adjustment from time to time in the manner set forth in the Company's Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment.

2.5 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of this Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.3 above) of a full Share, less (ii) the then-effective Warrant Price.

2.6 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company, at the Company's expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, Class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from

Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, Class and number of Shares in effect upon the date of such adjustment.

SECTION 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, and agrees with, the Holder as follows:

(a) [Reserved].

(b) All Shares which may be issued upon the exercise of this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of the Class, common stock and other securities as will be sufficient to permit the exercise in full of this Warrant and the conversion of the Shares into common stock or such other securities.

(c) The Company's capitalization table attached hereto as Schedule 1 is true and complete, in all material respects, as of the Issue Date.

(d) Since the issuance of the Original Warrant, there occurred no event resulting, in accordance with the provisions of the Original Warrant, in any adjustment to the number or Class of Units (as defined in the Original Warrant) for which the Original Warrant was exercisable or the Warrant Price (as defined in the Original Warrant) therefor.

3.2 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of the Class or common stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Class;

(d) effect an Acquisition or to liquidate, dissolve or wind up; or

(e) effect an IPO;

then, in connection with each such event, the Company shall give Holder:

(1) in the case of the matters referred to in (a) and (b) above, at least seven (7) Business Days prior written notice of the earlier to occur of the effective date thereof or the date on which a record will be taken for such dividend, distribution, or subscription

rights (and specifying the date on which the holders of outstanding shares of the Class will be entitled thereto) or for determining rights to vote, if any;

(2) in the case of the matters referred to in (c) and (d) above at least seven (7) Business Days prior written notice of the date when the same will take place (and specifying the date on which the holders of outstanding shares of the Class will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event and such reasonable information as Holder may reasonably require regarding the treatment of this Warrant in connection with such event giving rise to the notice); and

(3) with respect to the IPO, at least seven (7) Business Days prior written notice of the date on which the Company proposes to file its registration statement in connection therewith.

The Company will also provide information requested by Holder that is reasonably necessary to enable Holder to comply with Holder's accounting or reporting requirements.

SECTION 4. REPRESENTATIONS, WARRANTIES OF THE HOLDER.

The Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the securities to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 Market Stand-off Agreement. The Holder agrees that the Shares shall be subject to the Market Standoff provisions in Section [ ] of the Company's Investor Rights Agreement, as amended and in effect from time to time.

4.7 No Voting Rights. Holder, as a Holder of this Warrant, will not have any voting rights until the exercise of this Warrant.

4.8 Ownership of Original Warrant. Following issuance thereof, the Original Warrant was assigned by Silicon Valley Bank to SVB Financial Group, and SVB Financial Group is, as of immediately prior to the issuance of this Warrant, the sole record and beneficial owner of the Original Warrant.

SECTION 5. MISCELLANEOUS.

5.1 Term; Automatic Cashless Exercise Upon Expiration.

(a) Term. Subject to the provisions of Section 1.6 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Pacific time, on the Expiration Date and shall be void thereafter.

(b) Automatic Cashless Exercise upon Expiration. In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver a certificate representing the Shares (or such other securities) issued upon such exercise to Holder.

5.2 Legends. Each certificate evidencing Shares (and each certificate evidencing securities issued upon conversion of any Shares, if any) shall be imprinted with a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN AMENDED AND RESTATED WARRANT TO PURCHASE STOCK ISSUED BY THE ISSUER TO SVB FINANCIAL GROUP DATED DECEMBER , 2017, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE

OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issued upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part except in compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to an affiliate of Holder, provided that such affiliate is an "accredited investor" as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Transfer Procedure. Subject to the provisions of Section 5.3 and upon providing the Company with written notice, Holder may transfer all or part of this Warrant or the Shares issued upon exercise of this Warrant (or the securities issued upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, Holder will give the Company notice of the portion of the Warrant and/or Shares (and/or securities issued upon conversion of the Shares, if any) being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable); and provided further, that any subsequent transferee shall agree in writing with the Company to be bound by all of the terms and conditions of this Warrant. Notwithstanding any contrary provision herein, at all times prior to the IPO, Holder may not, without the Company's prior written consent, transfer this Warrant or any portion hereof, or any Shares issued upon any exercise hereof, or any shares or other securities issued upon any conversion of any Shares issued upon any exercise hereof, to any person or entity who directly competes with the Company, except in connection with an Acquisition of the Company by such a direct competitor.

5.5 Notices. All notices and other communications hereunder from the Company to the Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third (3rd) Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.5. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

SVB Financial Group
Attn: Treasury Department
3003 Tasman Drive, HC 215
Santa Clara, CA 95054
Telephone: (408) 654-7400
Facsimile: (408) 988-8317
Email address: derivatives@svb.com

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

Scholar Rock Holding Corporation
Attn: Elan Ezickson and Scott Murphy
300 Third Street, 4th Floor
Cambridge, MA 02142
Facsimile: (866) 493-4934
Email: eezickson@scholarrock.com and smurphy@scholarrock.com

With a copy (which shall not constitute notice) to:

Goodwin Procter LLP
Attn: Kingsley L. Taft
100 Northern Avenue
Boston, MA 02210
Telephone: 617-570-1222
Facsimile: 617-523-1231
Email: ktaft@goodwinprocter.com

5.6 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.8 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement. Any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment thereto.

5.9 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

5.10 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.11 Business Days. "**Business Day**" is any day that is not a Saturday, Sunday or a day on which Silicon Valley Bank is closed.

5.12 Termination of Original Warrant. Effective upon the execution and delivery of this Warrant by the parties, the Original Warrant shall terminate and be of no further force or effect. Holder shall, within a reasonable time following the execution and delivery of this Warrant by the parties, return the Original Warrant to the Company for cancellation.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Warrant to Purchase Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

"COMPANY"

SCHOLAR ROCK HOLDING CORPORATION

By: _____

Name: Elan Ezickson

Title: Chief Operating Officer

"HOLDER"

SVB FINANCIAL GROUP

By: _____

Name: _____
(Print)

Title:

APPENDIX 1

NOTICE OF EXERCISE

1. The undersigned Holder hereby exercises its right to purchase shares of the Common/Series Preferred [circle one] Stock of (the "**Company**") in accordance with the attached Amended and Restated Warrant To Purchase Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

o check in the amount of $ payable to order of the Company enclosed herewith

o Wire transfer of immediately available funds to the Company's account

o Cashless Exercise pursuant to Section 1.2 of the Warrant

o Other [Describe]

2. Please issue a certificate or certificates representing the Shares in the name specified below:

_____
Holder's Name

(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Amended and Restated Warrant to Purchase Stock as of the date hereof.

HOLDER:

_____

By: _____

Name: _____

Title: _____

(Date): _____

SCHEDULE 1

Company Capitalization Table

See attached

SCHOLAR ROCK HOLDING CORPORATION

2017 STOCK OPTION AND INCENTIVE PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Scholar Rock Holding Corporation 2017 Stock Option and Incentive Plan (the "Plan"). The purpose of the Plan is to encourage and enable the officers, employees, directors, Consultants and other key persons of Scholar Rock Holding Corporation, a Delaware corporation (including any successor entity, the "Company"), and its Subsidiaries, upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business, to acquire a proprietary interest in the Company.

The following terms shall be defined as set forth below:

"*Affiliate*" of any Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first mentioned Person. A Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

"*Award*" or "*Awards*," except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Unrestricted Stock Awards, Restricted Stock Units or any combination of the foregoing.

"Award Agreement" means a written or electronic agreement setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Agreement may contain terms and conditions in addition to those set forth in the Plan; *provided, however,* in the event of any conflict in the terms of the Plan and the Award Agreement, the terms of the Plan shall govern**.**

"Board" means the Board of Directors of the Company.

"*Cause*" shall have the meaning as set forth in the Award Agreement(s). In the case that any Award Agreement does not contain a definition of "Cause," it shall mean (i) the grantee's dishonest statements or acts with respect to the Company or any Affiliate of the Company, or any current or prospective customers, suppliers vendors or other third parties with which such entity does business; (ii) the grantee's commission of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) the grantee's failure to perform his assigned duties and responsibilities to the reasonable satisfaction of the Company which failure continues, in the reasonable judgment of the Company, after written notice given to the grantee by the Company; (iv) the grantee's gross negligence, willful misconduct or insubordination with respect to the Company or any Affiliate of the Company; or (v) the grantee's material violation of any provision of any agreement(s) between the grantee and the Company relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"*Committee*" means the Committee of the Board referred to in Section 2.

"Consultant" means any natural person that provides bona fide services to the Company (including a Subsidiary), and such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities.

"*Disability*" means "disability" as defined in Section 422(c) of the Code.

"*Effective Date*" means the date on which the Plan is adopted as set forth on the final page of the Plan.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"*Fair Market Value*" of the Stock on any given date means the fair market value of the Stock determined in good faith by the Committee based on the reasonable application of a reasonable valuation method not inconsistent with Section 409A of the Code. If the Stock is admitted to trade on a national securities exchange, the determination shall be made by reference to the closing price reported on such exchange. If there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price. If the date for which Fair Market Value is determined is the first day when trading prices for the Stock are reported on a national securities exchange, the Fair Market Value shall be the "Price to the Public" (or equivalent) set forth on the cover page for the final prospectus relating to the Company's Initial Public Offering.

"Good Reason" shall have the meaning as set forth in the Award Agreement(s). In the case that any Award Agreement does not contain a definition of "Good Reason," it shall mean (i) a material diminution in the grantee's base salary except for across-the-board salary reductions similarly affecting all or substantially all similarly situated employees of the Company or (ii) a change of more than 50 miles in the geographic location at which the grantee provides services to the Company, so long as the grantee provides at least 90 days notice to the Company following the initial occurrence of any such event and the Company fails to cure such event within 30 days thereafter.

"*Grant Date"* means the date that the Committee designates in its approval of an Award in accordance with applicable law as the date on which the Award is granted, which date may not precede the date of such Committee approval.

"Holder" means, with respect to an Award or any Shares, the Person holding such Award or Shares, including the initial recipient of the Award or any Permitted Transferee.

"*Incentive Stock Option*" means any Stock Option designated and qualified as an "incentive stock option" as defined in Section 422 of the Code.

"*Initial Public Offering*" means the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale by the Company of its equity securities, as a result of or following which the Stock shall be publicly held.

"*Non-Qualified Stock Option*" means any Stock Option that is not an Incentive Stock Option.

"*Option*" or "*Stock Option*" means any option to purchase shares of Stock granted pursuant to Section 5.

"*Permitted Transferees*" shall mean any of the following to whom a Holder may transfer Shares hereunder (as set forth in Section 9(a)(ii)(A)): the Holder's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Holder's household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons control the management of assets, and any other entity in which these persons own more than fifty percent of the voting interests*; provided, however,* that any such trust does not require or permit distribution of any Shares during the term of the Award Agreement unless subject to its terms. Upon the death of the Holder, the term Permitted Transferees shall also include such deceased Holder's estate, executors, administrators, personal representatives, heirs, legatees and distributees, as the case may be.

"*Person*" shall mean any individual, corporation, partnership (limited or general), limited liability company, limited liability partnership, association, trust, joint venture, unincorporated organization or any similar entity.

"Restricted Stock Award" means Awards granted pursuant to Section 6 and *"Restricted Stock"* means Shares issued pursuant to such Awards.

"Restricted Stock Unit" means an Award of phantom stock units to a grantee, which may be settled in cash or Shares as determined by the Committee, pursuant to Section 8.

"*Sale Event"* means the consummation of (i) the dissolution or liquidation of the Company, (ii) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (iii) a merger, reorganization or consolidation pursuant to which the holders of the Company's outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the surviving or resulting entity (or its ultimate parent, if applicable), (iv) the acquisition of all or a majority of the outstanding voting stock of the Company in a single transaction or a series of related transactions by a Person or group of Persons, or (v) any other acquisition of the business of the Company, as determined by the Board; *provided, however*, that the Company's Initial Public Offering, any subsequent public offering or another capital raising event, or a merger effected solely to change the Company's domicile shall not constitute a "Sale Event."

"Section 409A" means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Service Relationship" means any relationship as a full-time employee, part-time employee, director or other key person (including Consultants) of the Company or any Subsidiary or any successor entity (e.g., a Service Relationship shall be deemed to continue without interruption in the event an individual's status changes from full-time employee to part-time employee or Consultant).

"Shares" means shares of Stock.

"*Stock*" means the Common Stock, par value **$** 0.001 per share, of the Company.

"*Subsidiary*" means any corporation or other entity (other than the Company) in which the Company has more than a 50 percent interest, either directly or indirectly.

"Ten Percent Owner" means an employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent of the Company or any Subsidiary.

"Termination Event" means the termination of the Award recipient's Service Relationship with the Company and its Subsidiaries for any reason whatsoever, regardless of the circumstances thereof, and including, without limitation, upon death, disability, retirement, discharge or resignation for any reason, whether voluntarily or involuntarily. The following shall not constitute a Termination Event: (i) a transfer to the service of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another Subsidiary or (ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Committee, if the individual's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Committee otherwise so provides in writing.

"*Unrestricted Stock Award"* means any Award granted pursuant to Section 7 and *"Unrestricted Stock"* means Shares issued pursuant to such Awards.

SECTION 2. ADMINISTRATION OF PLAN; COMMITTEE AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Board, or at the discretion of the Board, by a committee of the Board, comprised of not less than two directors. All references herein to the "Committee" shall be deemed to refer to the group then responsible for administration of the Plan at the relevant time (i.e., either the Board of Directors or a committee or committees of the Board, as applicable).

(b) Powers of Committee. The Committee shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the amount, if any, of Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock Awards, Unrestricted Stock Awards, Restricted Stock Units, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of Shares to be covered by any Award and, subject to the provisions of the Plan, the price, exercise price, conversion ratio or other price relating thereto;

(iv) to determine and, subject to Section 12, to modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the form of Award Agreements;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) to impose any limitations on Awards, including limitations on transfers, repurchase provisions and the like, and to exercise repurchase rights or obligations;

(vii) subject to Section 5(a)(ii) and any restrictions imposed by Section 409A, to extend at any time the period in which Stock Options may be exercised; and

(viii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including Award Agreements); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Committee shall be binding on all persons, including the Company and all Holders.

(c) Delegation of Authority to Grant Awards. Subject to applicable law, the Committee, in its discretion, may delegate to any one or more members of the Board all or part of the Committee's authority and duties with respect to the granting of Awards and may delegate to an officer of the Company the power to designate non-officer employees to be recipients of Options, and to determine the number of such Options to be received by such employees; provided, however, that the resolution so authorizing the officer shall specify the total number of Options the officer may so award and may not delegate to the officer the authority to set the exercise price or the vesting terms of such Options. Any such delegation by the Committee shall also provide that the officer may not grant Awards to himself or herself (or other officers) without the approval of the Committee. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate or delegates that were consistent with the terms of the Plan.

(d) Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award.

(e) Indemnification. Neither the Board nor the Committee, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Committee (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's governing documents, including its certificate of incorporation or bylaws, or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(f) Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and any Subsidiary operate or have employees or other individuals eligible for Awards, the Committee, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries, if any, shall be covered by the Plan; (ii) determine which individuals, if any, outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to the Plan as appendices); *provided*, *however*, that no such subplans and/or modifications shall increase the share limitation contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS AND OTHER TRANSACTIONS; SUBSTITUTION

(a) Stock Issuable. The maximum number of Shares reserved and available for issuance under the Plan shall be 9,864,278 Shares, subject to adjustment as provided in Section 3(b) (the "Pool Limit"). Subject to such overall limitations, Shares may be issued up to such maximum number pursuant to any type or types of Award, and no more than the Pool Limit may be issued pursuant to Incentive Stock Options. The Shares available for issuance under the Plan may be authorized but unissued Shares or Shares reacquired by the Company. Beginning on the date that the Company becomes subject to Section 162(m) of the Code, Options with respect to no more than 9,864,278 Shares shall be granted to any one individual in any calendar year period.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional Shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such Shares or other securities, in each case, without the receipt of consideration by the Company, or, if, as a result of any merger or consolidation, or sale of all or substantially all of the assets of the Company, the outstanding

Shares are converted into or exchanged for other securities of the Company or any successor entity (or a parent or subsidiary thereof), the Committee shall make an appropriate and proportionate adjustment in (i) the maximum number of Shares reserved for issuance under the Plan, (ii) the number and kind of Shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per Share subject to each outstanding Award, and (iv) the exercise price for each Share subject to any then outstanding Stock Options under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of Stock Options) as to which such Stock Options remain exercisable. The Committee shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporation Code and the rules and regulations promulgated thereunder. The adjustment by the Committee shall be final, binding and conclusive. No fractional Shares shall be issued under the Plan resulting from any such adjustment, but the Committee in its discretion may make a cash payment in lieu of fractional shares.

(c) Sale Events.

(i) Options.

(A) In the case of and subject to the consummation of a Sale Event, the Plan and all outstanding Options issued hereunder shall terminate upon the effective time of any such Sale Event unless assumed or continued by the successor entity, or new stock options or other awards of the successor entity or parent thereof are substituted therefor, with an equitable or proportionate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree (after taking into account any acceleration hereunder and/or pursuant to the terms of any Award Agreement).

(B) In the event of the termination of the Plan and all outstanding Options issued hereunder pursuant to Section 3(c), each Holder of Options shall be permitted, within a period of time prior to the consummation of the Sale Event as specified by the Committee, to exercise all such Options which are then exercisable or will become exercisable as of the effective time of the Sale Event; *provided*, *however*, that the exercise of Options not exercisable prior to the Sale Event shall be subject to the consummation of the Sale Event.

(C) Notwithstanding anything to the contrary in Section 3(c)(i)(A), in the event of a Sale Event, the Company shall have the right, but not the obligation, to make or provide for a cash payment to the Holders of Options, without any consent of the Holders, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the value as determined by the Committee of the consideration payable per share of Stock pursuant to the Sale Event (the "Sale Price") times the number of Shares subject to outstanding Options being cancelled (to the extent then vested and exercisable, including by reason of acceleration in connection with such Sale Event, at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding vested and exercisable Options.

(ii) Restricted Stock and Restricted Stock Unit Awards.

(A) In the case of and subject to the consummation of a Sale Event, all unvested Restricted Stock and unvested Restricted Stock Unit Awards (other than those becoming vested as a result of the Sale Event) issued hereunder shall be forfeited immediately prior to the effective time of any such Sale Event unless assumed or continued by the successor entity, or awards of the successor entity or parent thereof are substituted therefor, with an equitable or proportionate adjustment as to the number and kind of shares subject to such awards as such parties shall agree (after taking into account any acceleration hereunder and/or pursuant to the terms of any Award Agreement).

(B) In the event of the forfeiture of Restricted Stock pursuant to Section 3(c)(ii)(A), such Restricted Stock shall be repurchased from the Holder thereof at a price per share equal to the original per share purchase price paid by the Holder (subject to adjustment as provided in Section 3(b)) for such Shares.

(C) Notwithstanding anything to the contrary in Section 3(c)(ii)(A), in the event of a Sale Event, the Company shall have the right, but not the obligation, to make or provide for a cash payment to the Holders of Restricted Stock or Restricted Stock Unit Awards, without consent of the Holders, in exchange for the cancellation thereof, in an amount equal to the Sale Price times the number of Shares subject to such Awards, to be paid at the time of such Sale Event or upon the later vesting of such Awards.

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such full or part-time officers and other employees, directors, Consultants and key persons of the Company and any Subsidiary who are selected from time to time by the Committee in its sole discretion; *provided*, *however*, that Awards shall be granted only to those individuals described in Rule 701(c) of the Securities Act.

SECTION 5. STOCK OPTIONS

Upon the grant of a Stock Option, the Company and the grantee shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee, and such terms and conditions may differ among individual Awards and grantees.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a "subsidiary corporation" within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

(a) Terms of Stock Options. The Committee in its discretion may grant Stock Options to those individuals who meet the eligibility requirements of Section 4. Stock Options shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

(i) Exercise Price. The exercise price per share for the Shares covered by a Stock Option shall be determined by the Committee at the time of grant but shall not be less than 100 percent of the Fair Market Value on the Grant Date. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the exercise price per share for the Shares covered by such Incentive Stock Option shall not be less than 110 percent of the Fair Market Value on the Grant Date.

(ii) Option Term. The term of each Stock Option shall be fixed by the Committee, but no Stock Option shall be exercisable more than ten years from the Grant Date. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option shall be no more than five years from the Grant Date.

(iii) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable and/or vested at such time or times, whether or not in installments, as shall be determined by the Committee at or after the Grant Date. The Award Agreement may permit a grantee to exercise all or a portion of a Stock Option immediately at grant; *provided* that the Shares issued upon such exercise shall be subject to restrictions and a vesting schedule identical to the vesting schedule of the related Stock Option, such Shares shall be deemed to be Restricted Stock for purposes of the Plan, and the optionee may be required to enter into an additional or new Award Agreement as a condition to exercise of such Stock Option. An optionee shall have the rights of a stockholder only as to Shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options. An optionee shall not be deemed to have acquired any Shares unless and until a Stock Option shall have been exercised pursuant to the terms of the Award Agreement and this Plan and the optionee's name has been entered on the books of the Company as a stockholder.

(iv) Method of Exercise. Stock Options may be exercised by an optionee in whole or in part, by the optionee giving written or electronic notice of exercise to the Company, specifying the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the following methods (or any combination thereof) to the extent provided in the Award Agreement:

(A) In cash, by certified or bank check, by wire transfer of immediately available funds, or other instrument acceptable to the Committee;

(B) If permitted by the Committee, by the optionee delivering to the Company a promissory note, if the Board has expressly authorized the loan of funds to the optionee for the purpose of enabling or assisting the optionee to effect the exercise of his or her Stock Option; *provided*, that at least so much of the exercise price as represents the par value of the Stock shall be paid in cash if required by state law;

(C) If permitted by the Committee and the Initial Public Offering has occurred (or the Stock otherwise becomes publicly-traded), through the delivery (or attestation to the ownership) of Shares that have been purchased by the optionee on the open market or that are beneficially owned by the optionee and are not then subject to restrictions under any Company plan. To the extent required to avoid variable accounting treatment under ASC 718 or other applicable accounting rules, such surrendered Shares if

originally purchased from the Company shall have been owned by the optionee for at least six months. Such surrendered Shares shall be valued at Fair Market Value on the exercise date;

(D) If permitted by the Committee and the Initial Public Offering has occurred (or the Stock otherwise becomes publicly-traded), by the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; *provided* that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Committee shall prescribe as a condition of such payment procedure; or

(E) If permitted by the Committee, and only with respect to Stock Options that are not Incentive Stock Options, by a "net exercise" arrangement pursuant to which the Company will reduce the number of Shares issuable upon exercise by the largest whole number of Shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. No certificates for Shares so purchased will be issued to the optionee or, with respect to uncertificated Stock, no transfer to the optionee on the records of the Company will take place, until the Company has completed all steps it has deemed necessary to satisfy legal requirements relating to the issuance and sale of the Shares, which steps may include, without limitation, (i) receipt of a representation from the optionee at the time of exercise of the Option that the optionee is purchasing the Shares for the optionee's own account and not with a view to any sale or distribution of the Shares or other representations relating to compliance with applicable law governing the issuance of securities, (ii) the legending of the certificate (or notation on any book entry) representing the Shares to evidence the foregoing restrictions, and (iii) obtaining from optionee payment or provision for all withholding taxes due as a result of the exercise of the Option. The delivery of certificates representing the shares of Stock (or the transfer to the optionee on the records of the Company with respect to uncertificated Stock) to be purchased pursuant to the exercise of a Stock Option will be contingent upon (A) receipt from the optionee (or a purchaser acting in his or her stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such Shares and the fulfillment of any other requirements contained in the Award Agreement or applicable provisions of laws and (B) if required by the Company, the optionee shall have entered into any stockholders agreements or other agreements with the Company and/or certain other of the Company's stockholders relating to the Stock. In the event an optionee chooses to pay the purchase price by previously-owned Shares through the attestation method, the number of Shares transferred to the optionee upon the exercise of the Stock Option shall be net of the number of Shares attested to.

(b) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the Grant Date) of the Shares with respect to which Incentive Stock Options granted under the Plan and any other plan of the Company or its parent and any Subsidiary that become exercisable for the first time by an optionee during any calendar year shall not exceed

$100,000 or such other limit as may be in effect from time to time under Section 422 of the Code. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

(c) Termination. Any portion of a Stock Option that is not vested and exercisable on the date of termination of an optionee's Service Relationship shall immediately expire and be null and void. Once any portion of the Stock Option becomes vested and exercisable, the optionee's right to exercise such portion of the Stock Option (or the optionee's representatives and legatees as applicable) in the event of a termination of the optionee's Service Relationship shall continue until the earliest of: (i) the date which is: (A) 12 months following the date on which the optionee's Service Relationship terminates due to death or Disability (or such longer period of time as determined by the Committee and set forth in the applicable Award Agreement), or (B) three months following the date on which the optionee's Service Relationship terminates if the termination is due to any reason other than death or Disability (or such longer period of time as determined by the Committee and set forth in the applicable Award Agreement), or (ii) the Expiration Date set forth in the Award Agreement;

provided that notwithstanding the foregoing, an Award Agreement may provide that if the optionee's Service Relationship is terminated for Cause, the Stock Option shall terminate immediately and be null and void upon the date of the optionee's termination and shall not thereafter be exercisable.

SECTION 6. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Committee may, in its sole discretion, grant (or sell at par value or such other purchase price determined by the Committee) to an eligible individual under Section 4 hereof a Restricted Stock Award under the Plan. The Committee shall determine the restrictions and conditions applicable to each Restricted Stock Award at the time of grant. Conditions may be based on continuing employment (or other Service Relationship), achievement of pre-established performance goals and objectives and/or such other criteria as the Committee may determine. Upon the grant of a Restricted Stock Award, the Company and the grantee shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee, and such terms and conditions may differ among individual Awards and grantees.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee of Restricted Stock shall be considered the record owner of and shall be entitled to vote the Restricted Stock if, and to the extent, such Shares are entitled to voting rights, subject to such conditions contained in the Award Agreement. The grantee shall be entitled to receive all dividends and any other distributions declared on the Shares; *provided*, *however*, that the Company is under no duty to declare any such dividends or to make any such distribution. Unless the Committee shall otherwise determine, certificates evidencing the Restricted Stock shall remain in the possession of the Company until such Restricted Stock is vested as provided in subsection (d) below of this Section, and the grantee shall be required, as a condition of the grant, to deliver to the Company a stock power endorsed in blank and such other instruments of transfer as the Committee may prescribe.

(c) Restrictions. Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Award Agreement. Except as may otherwise be provided by the Committee either in the Award Agreement or, subject to Section 12 below, in writing after the Award Agreement is issued, if a grantee's Service Relationship with the Company and any Subsidiary terminates, the Company or its assigns shall have the right, as may be specified in the relevant instrument, to repurchase some or all of the Shares subject to the Award at such purchase price as is set forth in the Award Agreement.

(d) Vesting of Restricted Stock. The Committee at the time of grant shall specify in the Award Agreement the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the substantial risk of forfeiture imposed shall lapse and the Restricted Stock shall become vested, subject to such further rights of the Company or its assigns as may be specified in the Award Agreement.

SECTION 7. UNRESTRICTED STOCK AWARDS

The Committee may, in its sole discretion, grant (or sell at par value or such other purchase price determined by the Committee) to an eligible person under Section 4 hereof an Unrestricted Stock Award under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Committee may, in its sole discretion, grant to an eligible person under Section 4 hereof Restricted Stock Units under the Plan. The Committee shall determine the restrictions and conditions applicable to each Restricted Stock Unit at the time of grant. Vesting conditions may be based on continuing employment (or other Service Relationship), achievement of pre-established performance goals and objectives and/or other such criteria as the Committee may determine. Upon the grant of Restricted Stock Units, the grantee and the Company shall enter into an Award Agreement. The terms and conditions of each such Award Agreement shall be determined by the Committee and may differ among individual Awards and grantees. On or promptly following the vesting date or dates applicable to any Restricted Stock Unit, but in no event later than March 15 of the year following the year in which such vesting occurs, such Restricted Stock Unit(s) shall be settled in the form of cash or shares of Stock, as specified in the Award Agreement. Restricted Stock Units may not be sold, assigned, transferred, pledged, or otherwise encumbered or disposed of.

(b) Rights as a Stockholder. A grantee shall have the rights of a stockholder only as to Shares, if any, acquired upon settlement of Restricted Stock Units. A grantee shall not be deemed to have acquired any such Shares unless and until the Restricted Stock Units shall have been settled in Shares pursuant to the terms of the Plan and the Award Agreement, the Company shall have issued and delivered a certificate representing the Shares to the grantee (or transferred on the records of the Company with respect to uncertificated stock), and the grantee's name has been entered in the books of the Company as a stockholder.

(c) Termination. Except as may otherwise be provided by the Committee either in the Award Agreement or in writing after the Award Agreement is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's cessation of Service Relationship with the Company and any Subsidiary for any reason.

SECTION 9. TRANSFER RESTRICTIONS; COMPANY RIGHT OF FIRST REFUSAL; COMPANY REPURCHASE RIGHTS

(a) Restrictions on Transfer.

(i) Non-Transferability of Stock Options. Stock Options and, prior to exercise, the Shares issuable upon exercise of such Stock Option, shall not be transferable by the optionee otherwise than by will, or by the laws of descent and distribution, and all Stock Options shall be exercisable, during the optionee's lifetime, only by the optionee, or by the optionee's legal representative or guardian in the event of the optionee's incapacity. Notwithstanding the foregoing, the Committee, in its sole discretion, may provide in the Award Agreement regarding a given Stock Option that the optionee may transfer by gift, without consideration for the transfer, his or her Non-Qualified Stock Options to his or her family members (as defined in Rule 701 of the Securities Act), to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners (to the extent such trusts or partnerships are considered "family members" for purposes of Rule 701 of the Securities Act), provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award Agreement, including the execution of a stock power upon the issuance of Shares. Stock Options, and the Shares issuable upon exercise of such Stock Options, shall be restricted as to any pledge, hypothecation, or other transfer, including any short position, any "put equivalent position" (as defined in the Exchange Act) or any "call equivalent position" (as defined in the Exchange Act) prior to exercise.

(ii) Shares. No Shares shall be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law, unless (i) the transfer is in compliance with the terms of the applicable Award Agreement, all applicable securities laws (including, without limitation, the Securities Act), and with the terms and conditions of this Section 9, (ii) the transfer does not cause the Company to become subject to the reporting requirements of the Exchange Act, and (iii) the transferee consents in writing to be bound by the provisions of the Plan and the Award Agreement, including this Section 9. In connection with any proposed transfer, the Committee may require the transferor to provide at the transferor's own expense an opinion of counsel to the transferor, satisfactory to the Committee, that such transfer is in compliance with all foreign, federal and state securities laws (including, without limitation, the Securities Act). Any attempted transfer of Shares not in accordance with the terms and conditions of this Section 9 shall be null and void, and the Company shall not reflect on its records any change in record ownership of any Shares as a result of any such transfer, shall otherwise refuse to recognize any such transfer and shall not in any way give effect to any such transfer of Shares. The Company shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity including, without limitation, seeking specific performance or the rescission of any transfer not made in strict compliance with the provisions of this Section 9. Subject to the foregoing general provisions, and unless otherwise provided in the applicable Award Agreement,

Shares may be transferred pursuant to the following specific terms and conditions (provided that with respect to any transfer of Restricted Stock, all vesting and forfeiture provisions shall continue to apply with respect to the original recipient):

(A) Transfers to Permitted Transferees. The Holder may transfer any or all of the Shares to one or more Permitted Transferees; *provided*, *however*, that following such transfer, such Shares shall continue to be subject to the terms of this Plan (including this Section 9) and such Permitted Transferee(s) shall, as a condition to any such transfer, deliver a written acknowledgment to that effect to the Company and shall deliver a stock power to the Company with respect to the Shares. Notwithstanding the foregoing, the Holder may not transfer any of the Shares to a Person whom the Company reasonably determines is a direct competitor or a potential competitor of the Company or any of its Subsidiaries.

(B) Transfers Upon Death. Upon the death of the Holder, any Shares then held by the Holder at the time of such death and any Shares acquired after the Holder's death by the Holder's legal representative shall be subject to the provisions of this Plan, and the Holder's estate, executors, administrators, personal representatives, heirs, legatees and distributees shall be obligated to convey such Shares to the Company or its assigns under the terms contemplated by the Plan and the Award Agreement.

(b) Right of First Refusal. In the event that a Holder desires at any time to sell or otherwise transfer all or any part of his or her Shares (other than shares of Restricted Stock which by their terms are not transferrable), the Holder first shall give written notice to the Company of the Holder's intention to make such transfer. Such notice shall state the number of Shares that the Holder proposes to sell (the "Offered Shares"), the price and the terms at which the proposed sale is to be made and the name and address of the proposed transferee. At any time within 30 days after the receipt of such notice by the Company, the Company or its assigns may elect to purchase all or any portion of the Offered Shares at the price and on the terms offered by the proposed transferee and specified in the notice. The Company or its assigns shall exercise this right by mailing or delivering written notice to the Holder within the foregoing 30-day period. If the Company or its assigns elect to exercise its purchase rights under this Section 9(b), the closing for such purchase shall, in any event, take place within 45 days after the receipt by the Company of the initial notice from the Holder. In the event that the Company or its assigns do not elect to exercise such purchase right, or in the event that the Company or its assigns do not pay the full purchase price within such 45-day period, the Holder shall be required to pay a transaction processing fee of $10,000 to the Company (unless waived by the Committee) and then may, within 60 days thereafter, sell the Offered Shares to the proposed transferee and at the same price and on the same terms as specified in the Holder's notice. Any Shares not sold to the proposed transferee shall remain subject to the Plan. If the Holder is a party to any stockholders agreements or other agreements with the Company and/or certain other of the Company's stockholders relating to the Shares, (i) the transferring Holder shall comply with the requirements of such stockholders agreements or other agreements relating to any proposed transfer of the Offered Shares, and (ii) any proposed transferee that purchases Offered Shares shall enter into such stockholders agreements or other agreements with the Company and/or certain of the Company's stockholders relating to the Offered Shares on the same terms and in the same capacity as the transferring Holder.

(c) Company's Right of Repurchase.

(i) Right of Repurchase for Unvested Shares Issued Upon the Exercise of an Option. Upon a Termination Event, the Company or its assigns shall have the right and option to repurchase from a Holder of Shares acquired upon exercise of a Stock Option which are still subject to a risk of forfeiture as of the Termination Event. Such repurchase rights may be exercised by the Company within the later of (A) six months following the date of such Termination Event or (B) seven months after the acquisition of Shares upon exercise of a Stock Option. The repurchase price shall be equal to the lower of the original per share price paid by the Holder, subject to adjustment as provided in Section 3(b) of the Plan, or the current Fair Market Value of such Shares as of the date the Company elects to exercise its repurchase rights.

(ii) Right of Repurchase With Respect to Restricted Stock. Upon a Termination Event, the Company or its assigns shall have the right and option to repurchase from a Holder of Shares received pursuant to a Restricted Stock Award any Shares that are still subject to a risk of forfeiture as of the Termination Event. Such repurchase right may be exercised by the Company within six months following the date of such Termination Event. The repurchase price shall be the lower of the original per share purchase price paid by the Holder, subject to adjustment as provided in Section 3(b) of the Plan, or the current Fair Market Value of such Shares as of the date the Company elects to exercise its repurchase rights.

(iii) Procedure. Any repurchase right of the Company shall be exercised by the Company or its assigns by giving the Holder written notice on or before the last day of the repurchase period of its intention to exercise such repurchase right. Upon such notification, the Holder shall promptly surrender to the Company, free and clear of any liens or encumbrances, any certificates representing the Shares being purchased, together with a duly executed stock power for the transfer of such Shares to the Company or the Company's assignee or assignees. Upon the Company's or its assignee's receipt of the certificates from the Holder, the Company or its assignee or assignees shall deliver to him, her or them a check for the applicable repurchase price; *provided*, *however*, that the Company may pay the repurchase price by offsetting and canceling any indebtedness then owed by the Holder to the Company.

(d) Reserved.

(e) Escrow Arrangement.

(i) Escrow. In order to carry out the provisions of this Section 9 of this Plan more effectively, the Company shall hold any Shares issued pursuant to Awards granted under the Plan in escrow together with separate stock powers executed by the Holder in blank for transfer. The Company shall not dispose of the Shares except as otherwise provided in this Plan. In the event of any repurchase by the Company (or any of its assigns), the Company is hereby authorized by the Holder, as the Holder's attorney-in-fact, to date and complete the stock powers necessary for the transfer of the Shares being purchased and to transfer such Shares in accordance with the terms hereof. At such time as any Shares are no longer subject to the Company's repurchase and first refusal rights, the Company shall, at the written request of the Holder, deliver to the Holder a certificate representing such Shares with the balance of the Shares to be held in escrow pursuant to this Section.

(ii) Remedy. Without limitation of any other provision of this Plan or other rights, in the event that a Holder or any other Person is required to sell a Holder's Shares pursuant to the provisions of Sections 9(b) or (c) hereof and in the further event that he or she refuses or for any reason fails to deliver to the Company or its designated purchaser of such Shares the certificate or certificates evidencing such Shares together with a related stock power, the Company or such designated purchaser may deposit the applicable purchase price for such Shares with a bank designated by the Company, or with the Company's independent public accounting firm, as agent or trustee, or in escrow, for such Holder or other Person, to be held by such bank or accounting firm for the benefit of and for delivery to him, her, them or it, and/or, in its discretion, pay such purchase price by offsetting any indebtedness then owed by such Holder as provided above. Upon any such deposit and/or offset by the Company or its designated purchaser of such amount and upon notice to the Person who was required to sell the Shares to be sold pursuant to the provisions of Sections 9(b) or (c), such Shares shall at such time be deemed to have been sold, assigned, transferred and conveyed to such purchaser, such Holder shall have no further rights thereto (other than the right to withdraw the payment thereof held in escrow, if applicable), and the Company shall record such transfer in its stock transfer book or in any appropriate manner.

(f) Lockup Provision. If requested by the Company, a Holder shall not sell or otherwise transfer or dispose of any Shares (including, without limitation, pursuant to Rule 144 under the Securities Act) held by him or her for such period following the effective date of a public offering by the Company of Shares as the Company shall specify reasonably and in good faith. If requested by the underwriter engaged by the Company, each Holder shall execute a separate letter confirming his or her agreement to comply with this Section.

(g) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Section 9 shall apply with equal force to additional and/or substitute securities, if any, received by Holder in exchange for, or by virtue of his or her ownership of, Shares.

(h) Termination. The terms and provisions of Section 9(b) and Section 9(c) (except for the Company's right to repurchase Shares still subject to a risk of forfeiture upon a Termination Event) shall terminate upon the closing of the Company's Initial Public Offering or upon consummation of any Sale Event, in either case as a result of which Shares are registered under Section 12 of the Exchange Act and publicly-traded on any national security exchange.

SECTION 10. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Shares or other amounts received thereunder first becomes includable in the gross income of the grantee for income tax purposes, pay to the Company, or make arrangements satisfactory to the Committee regarding payment of, any Federal, state, or local taxes of any kind required by law to be withheld by the Company with respect to such income. The Company and any Subsidiary shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The

Company's obligation to deliver stock certificates (or evidence of book entry) to any grantee is subject to and conditioned on any such tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Company's minimum required tax withholding obligation may be satisfied, in whole or in part, by the Company withholding from Shares to be issued pursuant to an Award a number of Shares having an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the minimum withholding amount due.

SECTION 11. SECTION 409A AWARDS.

To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as may be specified by the Committee from time to time. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. The Company makes no representation or warranty and shall have no liability to any grantee under the Plan or any other Person with respect to any penalties or taxes under Section 409A that are, or may be, imposed with respect to any Award.

SECTION 12. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Committee may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the consent of the holder of the Award. The Committee may exercise its discretion to reduce the exercise price of outstanding Stock Options or effect repricing through cancellation of outstanding Stock Options and by granting such holders new Awards in replacement of the cancelled Stock Options. To the extent determined by the Committee to be required either by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code or otherwise, Plan amendments shall be subject to approval by the Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 12 shall limit the Board's or Committee's authority to take any action permitted pursuant to Section 3(c). The Board reserves the right to amend the Plan and/or the terms of any outstanding Stock Options to the extent reasonably necessary to comply with the requirements of the exemption pursuant to paragraph (f)(4) of Rule 12h-1 of the Exchange Act.

SECTION 13. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Committee shall otherwise expressly so determine in connection with any Award.

SECTION 14. GENERAL PROVISIONS

(a) No Distribution; Compliance with Legal Requirements. The Committee may require each person acquiring Shares pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the Shares without a view to distribution thereof. No Shares shall be issued pursuant to an Award until all applicable securities law and other legal and stock exchange or similar requirements have been satisfied. The Committee may require the placing of such stop-orders and restrictive legends on certificates for Stock and Awards as it deems appropriate.

(b) Delivery of Stock Certificates. Stock certificates to grantees under the Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company; provided that stock certificates to be held in escrow pursuant to Section 9 of the Plan shall be deemed delivered when the Company shall have recorded the issuance in its records. Uncertificated Stock shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records).

(c) No Employment Rights**.** The adoption of the Plan and the grant of Awards do not confer upon any Person any right to continued employment or Service Relationship with the Company or any Subsidiary.

(d) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policy-related restrictions, terms and conditions as may be established by the Committee, or in accordance with policies set by the Committee, from time to time.

(e) Designation of Beneficiary. Each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award on or after the grantee's death or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Committee and shall not be effective until received by the Committee. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

(f) Legend. Any certificate(s) representing the Shares shall carry substantially the following legend (and with respect to uncertificated Stock, the book entries evidencing such shares shall contain the following notation):

> The transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including repurchase and restrictions against transfers) contained in the Scholar Rock Holding Corporation 2017 Stock

> Option and Incentive Plan and any agreements entered into thereunder by and between the company and the holder of this certificate (a copy of which is available at the offices of the company for examination).

(g) Information to Holders of Options. In the event the Company is relying on the exemption from the registration requirements of Section 12(g) of the Exchange Act contained in paragraph (f)(1) of Rule 12h-1 of the Exchange Act, the Company shall provide the information described in Rule 701(e)(3), (4) and (5) of the Securities Act to all holders of Options in accordance with the requirements thereunder. The foregoing notwithstanding, the Company shall not be required to provide such information unless the optionholder has agreed in writing, on a form prescribed by the Company, to keep such information confidential.

SECTION 15. EFFECTIVE DATE OF PLAN

The Plan shall become effective upon adoption by the Board and shall be approved by stockholders in accordance with applicable state law and the Company's articles of incorporation and bylaws within 12 months thereafter. If the stockholders fail to approve the Plan within 12 months after its adoption by the Board of Directors, then any Awards granted or sold under the Plan shall be rescinded and no additional grants or sales shall thereafter be made under the Plan. Subject to such approval by stockholders and to the requirement that no Shares may be issued hereunder prior to such approval, Stock Options and other Awards may be granted hereunder on and after adoption of the Plan by the Board. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the date the Plan is adopted by the Board or the date the Plan is approved by the Company's stockholders, whichever is earlier.

SECTION 16. GOVERNING LAW

This Plan, all Awards and any controversy arising out of or relating to this Plan and all Awards shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

DATE ADOPTED BY THE BOARD OF DIRECTORS: December , 2017

DATE APPROVED BY THE STOCKHOLDERS: December , 2017

INCENTIVE STOCK OPTION GRANT NOTICE
UNDER THE SCHOLAR ROCK HOLDING CORPORATION
2017 STOCK OPTION AND INCENTIVE PLAN

Pursuant to the Scholar Rock Holding Corporation 2017 Stock Option and Incentive Plan (the "Plan"), Scholar Rock Holding Corporation, a Delaware corporation (together with any successor, the "Company"), has granted to the individual named below, an option (the "Stock Option") to purchase on or prior to the Expiration Date, or such earlier date as is specified herein, all or any part of the number of shares of Common Stock, par value $0.001 per share ("Common Stock"), of the Company indicated below (the "Shares"), at the Option Exercise Price per share, subject to the terms and conditions set forth in this Incentive Stock Option Grant Notice (the "Grant Notice"), the attached Incentive Stock Option Agreement (the "Agreement") and the Plan. This Stock Option is intended to qualify as an "incentive stock option" as defined in Section 422(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). To the extent that any portion of the Stock Option does not so qualify, it shall be deemed a non-qualified stock option.

Name of Optionee:		(the "Optionee")
No. of Shares:		Shares of Common Stock
Grant Date:		
Vesting Commencement Date:		(the "Vesting Commencement Date")
Expiration Date:		(the "Expiration Date")
Option Exercise Price/Share:	$	(the "Option Exercise Price")
Vesting Schedule:		25 percent of the Shares shall vest and become exercisable on the first anniversary of the Vesting Commencement Date; provided that the Optionee continues to have a Service Relationship with the Company at such time. Thereafter, the remaining 75 percent of the Shares shall vest and become exercisable in 36 equal monthly installments following the first anniversary of the Vesting Commencement Date, provided the Optionee continues to have a Service Relationship with the Company on each vesting date. Notwithstanding anything in the Agreement to the contrary, in the case of a Sale Event, this Stock Option and the Shares shall be treated as provided in Section 3(c) of the Plan.

Attachments: Incentive Stock Option Agreement, 2017 Stock Option and Incentive Plan

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INCENTIVE STOCK OPTION AGREEMENT
UNDER THE SCHOLAR ROCK HOLDINING CORPORATION 2017
STOCK OPTION AND INCENTIVE PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Grant Notice and the Plan.

1. Vesting, Exercisability and Termination.

(a) No portion of this Stock Option may be exercised until such portion shall have vested and become exercisable.

(b) Except as set forth below, and subject to the determination of the Committee in its sole discretion to accelerate the vesting schedule hereunder, this Stock Option shall be vested and exercisable on the respective dates indicated below:

(i) This Stock Option shall initially be unvested and unexercisable.

(ii) This Stock Option shall vest and become exercisable in accordance with the Vesting Schedule set forth in the Grant Notice.

(c) Termination. Except as may otherwise be provided by the Committee, if the Optionee's Service Relationship is terminated, the period within which to exercise this Stock Option will be subject to earlier termination as set forth below (and if not exercised within such period, shall thereafter terminate subject, in each case, to Section 3(c) of the Plan):

(i) Termination Due to Death or Disability. If the Optionee's Service Relationship terminates by reason of such Optionee's death or Disability, this Stock Option may be exercised, to the extent exercisable on the date of such termination, by the Optionee, the Optionee's legal representative or legatee for a period of 12 months from the date of death or Disability or until the Expiration Date, if earlier.

(ii) Other Termination. If the Optionee's Service Relationship terminates for any reason other than death or Disability, and unless otherwise determined by the Committee, this Stock Option may be exercised, to the extent exercisable on the date of termination, for a period of 90 days from the date of termination or until the Expiration Date, if earlier; *provided*, *however*, if the Optionee's Service Relationship is terminated for Cause, this Stock Option shall terminate immediately upon the date of such termination.

For purposes hereof, the Committee's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives or legatees. Any portion of this Stock Option that is not vested and exercisable on the date of termination of the Service Relationship shall terminate immediately and be null and void.

(d) It is understood and intended that this Stock Option is intended to qualify as an "incentive stock option" as defined in Section 422 of the Code to the extent permitted under applicable law. Accordingly, the Optionee understands that in order to obtain the benefits of an incentive stock option under Section 422 of the Code, no sale or other disposition may be made of Shares for which incentive stock option treatment is desired within the one-year period beginning on the day after the day of the transfer of such Shares to him or her, nor within the two-year period beginning on the day after Grant Date of this Stock Option and further that this Stock Option must be exercised within three months after termination of employment as an employee (or 12 months in the case of death or Disability) to qualify as an incentive stock option. If the Optionee disposes (whether by sale, gift, transfer or otherwise) of any such Shares within either of these periods, he or she will notify the Company within 30 days after such disposition. The Optionee also agrees to provide the Company with any information concerning any such dispositions required by the Company for tax purposes. Further, to the extent this Stock Option and any other incentive stock options of the Optionee having an aggregate Fair Market Value in excess of $100,000 (determined as of the Grant Date) first become exercisable in any year, such options will not qualify as incentive stock options.

2. Exercise of Stock Option.

(a) The Optionee may exercise this Stock Option only in the following manner: Prior to the Expiration Date, the Optionee may deliver a Stock Option exercise notice (an "Exercise Notice") in the form of Appendix A hereto indicating his or her election to purchase some or all of the Shares with respect to which this Stock Option is then exercisable. Such notice shall specify the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the methods described in Section 5 of the Plan, subject to the limitations contained in such Section of the Plan, including the requirement that the Committee specifically approve in advance certain payment methods.

(b) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date.

3. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan.

4. Transferability of Stock Option. This Stock Option is personal to the Optionee and is not transferable by the Optionee in any manner other than by will or by the laws of descent and distribution. The Stock Option may be exercised during the Optionee's lifetime only by the Optionee (or by the Optionee's guardian or personal representative in the event of the Optionee's incapacity). The Optionee may elect to designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company; such beneficiary may exercise the Optionee's Stock Option in the event of the Optionee's death to the extent provided herein. If the Optionee does not designate a beneficiary, or if the designated beneficiary predeceases the Optionee, the legal representative of the Optionee may exercise this Stock Option to the extent provided herein in the event of the Optionee's death.

5. Restrictions on Transfer of Shares. The Shares acquired upon exercise of the Stock Option shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan.

6. Miscellaneous Provisions.

(a) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(b) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reincorporation, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding shares of Common Stock are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Agreement shall apply with equal force to additional and/or substitute securities, if any, received by the Optionee in exchange for, or by virtue of his or her ownership of, this Stock Option or Shares acquired pursuant thereto.

(c) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Optionee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

(e) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(f) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(g) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Optionee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(h) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal

representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(i) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(j) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

7. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or this Stock Option, this Agreement, or the breach, termination or validity of the Plan, this Stock Option or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1 16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Optionee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 7 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision

in any such proceeding, (ii) hereby waives, and agrees 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 (except as protected by applicable law), 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, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

8. Waiver of Statutory Information Rights. The Optionee understands and agrees that, but for the waiver made herein, the Optionee would be entitled, upon written demand under oath stating the purpose thereof, to inspect for any proper purpose, and to make copies and extracts from, the Company's stock ledger, a list of its stockholders, and its other books and records, and the books and records of subsidiaries of the Company, if any, under the circumstances and in the manner provided in Section 220 of the General Corporation Law of Delaware (any and all such rights, and any and all such other rights of the Optionee as may be provided for in Section 220, the "Inspection Rights"). In light of the foregoing, until the first sale of Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act, the Optionee hereby unconditionally and irrevocably waives the Inspection Rights, whether such Inspection Rights would be exercised or pursued directly or indirectly pursuant to Section 220 or otherwise, and covenants and agrees never to directly or indirectly commence, voluntarily aid in any way, prosecute, assign, transfer, or cause to be commenced any claim, action, cause of action, or other proceeding to pursue or exercise the Inspection Rights. The foregoing waiver shall not affect any rights of a director, in his or her capacity as such, under Section 220. The foregoing waiver shall not apply to any contractual inspection rights of the Optionee under any other written agreement between the Optionee and the Company.

[SIGNATURE PAGE FOLLOWS]

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned as of the date first above written.

SCHOLAR ROCK HOLDING CORPORATION

By: _____
Name:
Title:

Address:

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof, and understands that this Stock Option is subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Grant Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 7 AND THE WAIVER OF STATUTORY INFORMATION RIGHTS SET FORTH IN SECTION 8 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

OPTIONEE:

_____
Name:

Address:

[SPOUSE'S CONSENT(1)
I acknowledge that I have read the
foregoing Incentive Stock Option Agreement
and understand the contents thereof.

]

(1) A spouse's consent is recommended only if the Optionee's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

DESIGNATED BENEFICIARY:

Beneficiary's Address:

Appendix A

STOCK OPTION EXERCISE NOTICE

Scholar Rock Holding Corporation

Attention: [ ]

Pursuant to the terms of the grant notice and stock option agreement between the undersigned and Scholar Rock Holding Corporation (the "Company") dated (the "Agreement") under the Scholar Rock Holding Corporation 2017 Stock Option and Incentive Plan, I, [Insert Name] , hereby [Circle One] partially/fully exercise such option by including herein payment in the amount of $ representing the purchase price for [Fill in number of Shares] Shares. I have chosen the following form(s) of payment:

o 1. Cash

o 2. Certified or bank check payable to Scholar Rock Holding Corporation

o 3. Other (as referenced in the Agreement and described in the Plan (please describe)) .

In connection with my exercise of the option as set forth above, I hereby represent and warrant to the Company as follows:

(i) I am purchasing the Shares for my own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) I have had such an opportunity as I have deemed adequate to obtain from the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company and have consulted with my own advisers with respect to my investment in the Company.

(iii) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period of time.

(v) I understand that the Shares may not be registered under the Securities Act of 1933 (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of

in the absence of an effective registration statement under the Securities Act of 1933 and under any applicable state securities or "blue sky" laws (or exemptions from the registration requirement thereof). I further acknowledge that certificates representing Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) I have read and understand the Plan and acknowledge and agree that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) I understand and agree that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) I understand and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) I understand and agree that I may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

(x) I understand and agree to the waiver of statutory information rights as set forth in Section 8 of the Agreement.

Sincerely yours,

Name:

Address:

Date:

NON-QUALIFIED STOCK OPTION GRANT NOTICE
UNDER THE SCHOLAR ROCK HOLDING CORPORATION
2017 STOCK OPTION AND INCENTIVE PLAN

Pursuant to the Scholar Rock Holding Corporation 2017 Stock Option and Incentive Plan (the "Plan"), Scholar Rock Holding Corporation, a Delaware corporation (together with any successor, the "Company"), has granted to the individual named below, an option (the "Stock Option") to purchase on or prior to the Expiration Date, or such earlier date as is specified herein, all or any part of the number of shares of Common Stock, par value $0.001 per share ("Common Stock"), of the Company indicated below (the "Shares"), at the Option

Exercise Price per share, subject to the terms and conditions set forth in this Non-Qualified Stock Option Grant Notice (the "Grant Notice"), the attached Non-Qualified Stock Option Agreement (the "Agreement") and the Plan. This Stock Option is not intended to qualify as an "incentive stock option" as defined in Section 422(b) of the Internal Revenue Code of 1986, as amended from time to time (the "Code").

Name of Optionee:		(the "Optionee")
No. of Shares:		Shares of Common Stock
Grant Date:		
Vesting Commencement Date:		(the "Vesting Commencement Date")
Expiration Date:		(the "Expiration Date")
Option Exercise Price/Share:	$	(the "Option Exercise Price")
Vesting Schedule:		25 percent of the Shares shall vest and become exercisable on the first anniversary of the Vesting Commencement Date; provided that the Optionee continues to have a Service Relationship with the Company at such time. Thereafter, the remaining 75 percent of the Shares shall vest and become exercisable in 36 equal monthly installments following the first anniversary of the Vesting Commencement Date, provided the Optionee continues to have a Service Relationship with the Company on each vesting date. Notwithstanding anything in the Agreement to the contrary, in the case of a Sale Event, this Stock Option and the Shares shall be treated as provided in Section 3(c) of the Plan.

Attachments: Non-Qualified Stock Option Agreement, 2017 Stock Option and Incentive Plan

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NON-QUALIFIED STOCK OPTION AGREEMENT
UNDER THE SCHOLAR ROCK HOLDING CORPORATION
2017 STOCK OPTION AND INCENTIVE PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Grant Notice and the Plan.

1. Vesting, Exercisability and Termination.

(a) No portion of this Stock Option may be exercised until such portion shall have vested and become exercisable.

(b) Except as set forth below, and subject to the determination of the Committee in its sole discretion to accelerate the vesting schedule hereunder, this Stock Option shall be vested and exercisable on the respective dates indicated below:

(i) This Stock Option shall initially be unvested and unexercisable.

(ii) This Stock Option shall vest and become exercisable in accordance with the Vesting Schedule set forth in the Grant Notice.

(c) Termination. Except as may otherwise be provided by the Committee, if the Optionee's Service Relationship is terminated, the period within which to exercise this Stock Option will be subject to earlier termination as set forth below (and if not exercised within such period, shall thereafter terminate subject, in each case, to Section 3(c) of the Plan):

(i) Termination Due to Death or Disability. If the Optionee's Service Relationship terminates by reason of such Optionee's death or Disability, this Stock Option may be exercised, to the extent exercisable on the date of such termination, by the Optionee, the Optionee's legal representative or legatee for a period of 12 months from the date of death or Disability or until the Expiration Date, if earlier.

(ii) Other Termination. If the Optionee's Service Relationship terminates for any reason other than death or Disability, and unless otherwise determined by the Committee, this Stock Option may be exercised, to the extent exercisable on the date of termination, for a period of 90 days from the date of termination or until the Expiration Date, if earlier; *provided*, *however*, if the Optionee's Service Relationship is terminated for Cause, this Stock Option shall terminate immediately upon the date of such termination.

For purposes hereof, the Committee's determination of the reason for termination of the Optionee's Service Relationship shall be conclusive and binding on the Optionee and his or her representatives or legatees and any Permitted Transferee. Any portion of this Stock Option that is not vested and exercisable on the date of termination of the Service Relationship shall terminate immediately and be null and void.

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2. Exercise of Stock Option.

(a) The Optionee may exercise this Stock Option only in the following manner: Prior to the Expiration Date, the Optionee may deliver a Stock Option exercise notice (an "Exercise Notice") in the form of Appendix A hereto indicating his or her election to purchase some or all of the Shares with respect to which this Stock Option is then exercisable. Such notice shall specify the number of Shares to be purchased. Payment of the purchase price may be made by one or more of the methods described in Section 5 of the Plan, subject to the limitations contained in such Section of the Plan, including the requirement that the Committee specifically approve in advance certain payment methods.

(b) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date.

3. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan.

4. Transferability of Stock Option. This Stock Option is personal to the Optionee and is not transferable by the Optionee in any manner other than by will or by the laws of descent and distribution. The Stock Option may be exercised during the Optionee's lifetime only by the Optionee (or by the Optionee's guardian or personal representative in the event of the Optionee's incapacity). The Optionee may elect to designate a beneficiary by providing written notice of the name of such beneficiary to the Company, and may revoke or change such designation at any time by filing written notice of revocation or change with the Company; such beneficiary may exercise the Optionee's Stock Option in the event of the Optionee's death to the extent provided herein. If the Optionee does not designate a beneficiary, or if the designated beneficiary predeceases the Optionee, the legal representative of the Optionee may exercise this Stock Option to the extent provided herein in the event of the Optionee's death.

5. Restrictions on Transfer of Shares. The Shares acquired upon exercise of the Stock Option shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan.

6. Miscellaneous Provisions.

(a) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(b) Adjustments for Changes in Capital Structure. If, as a result of any reorganization, recapitalization, reincorporation, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Common Stock, the outstanding shares of Common Stock are increased or decreased or are exchanged for a different number or kind of securities of the Company, the restrictions contained in this Agreement shall apply with equal force to additional and/or substitute securities, if any, received by the Optionee in exchange for, or by virtue of his or her ownership of, this Stock Option or Shares acquired pursuant thereto.

(c) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Optionee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

(e) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(f) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(g) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Optionee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(h) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(i) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(j) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

7. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or this Stock Option, this Agreement, or the breach, termination or validity of the Plan, this Stock Option or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9

U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Optionee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 7 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees 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 (except as protected by applicable law), 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, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

8. Waiver of Statutory Information Rights. The Optionee understands and agrees that, but for the waiver made herein, the Optionee would be entitled, upon written demand under oath stating the purpose thereof, to inspect for any proper purpose, and to make copies and

extracts from, the Company's stock ledger, a list of its stockholders, and its other books and records, and the books and records of subsidiaries of the Company, if any, under the circumstances and in the manner provided in Section 220 of the General Corporation Law of Delaware (any and all such rights, and any and all such other rights of the Optionee as may be provided for in Section 220, the "Inspection Rights"). In light of the foregoing, until the first sale of Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act, the Optionee hereby unconditionally and irrevocably waives the Inspection Rights, whether such Inspection Rights would be exercised or pursued directly or indirectly pursuant to Section 220 or otherwise, and covenants and agrees never to directly or indirectly commence, voluntarily aid in any way, prosecute, assign, transfer, or cause to be commenced any claim, action, cause of action, or other proceeding to pursue or exercise the Inspection

Rights. The foregoing waiver shall not affect any rights of a director, in his or her capacity as such, under Section 220. The foregoing waiver shall not apply to any contractual inspection rights of the Optionee under any other written agreement between the Optionee and the Company.

[SIGNATURE PAGE FOLLOWS]

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned as of the date first above written.

Scholar Rock Holding Corporation

By: _____
Name:
Title:

Address:

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof, and understands that this Stock Option is subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Grant Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 7 AND THE WAIVER OF STATUTORY INFORMATION RIGHTS SET FORTH IN SECTION 8 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

OPTIONEE:

_____
Name:

Address:

[SPOUSE'S CONSENT(1)
I acknowledge that I have read the
foregoing Non-Qualified Stock Option Agreement
and understand the contents thereof.

]

(1) A spouse's consent is recommended only if the Optionee's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

DESIGNATED BENEFICIARY:

_____

Beneficiary's Address:

Appendix A

STOCK OPTION EXERCISE NOTICE

Scholar Rock Holding Corporation

Attention: [ ]

Pursuant to the terms of the grant notice and stock option agreement between the undersigned and Scholar Rock Holding Corporation (the "Company") dated (the "Agreement") under the Scholar Rock Holding Corporation 2017 Stock Option and Incentive Plan, I, [Insert Name] , hereby [Circle One] partially/fully exercise such option by including herein payment in the amount of $ representing the purchase price for [Fill in number of Shares] Shares. I have chosen the following form(s) of payment:

- o 1. Cash
- o 2. Certified or bank check payable to Scholar Rock Holding Corporation
- o 3. Other (as referenced in the Agreement and described in the Plan (please describe))

.

In connection with my exercise of the option as set forth above, I hereby represent and warrant to the Company as follows:

(i) I am purchasing the Shares for my own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) I have had such an opportunity as I have deemed adequate to obtain from the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company and have consulted with my own advisers with respect to my investment in the Company.

(iii) I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period of time.

(v) I understand that the Shares may not be registered under the Securities Act of 1933 (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Securities Act of 1933 and

under any applicable state securities or "blue sky" laws (or exemptions from the registration requirement thereof). I further acknowledge that certificates representing Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) I have read and understand the Plan and acknowledge and agree that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) I understand and agree that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) I understand and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) I understand and agree that I may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

(x) I understand and agree to the waiver of statutory information rights as set forth in Section 8 of the Agreement.

Sincerely yours,

_____

Name:

Address:

Date: _____

RESTRICTED STOCK AWARD NOTICE
UNDER THE SCHOLAR ROCK HOLDING CORPORATION
2017 STOCK OPTION AND INCENTIVE PLAN

Pursuant to the Scholar Rock Holding Corporation 2017 Stock Option and Incentive Plan (the "Plan"), Scholar Rock Holding Corporation a Delaware corporation (together with any successor, the "Company"), hereby grants, sells and issues to the individual named below, the Shares at the Per Share Purchase Price, subject to the terms and conditions set forth in this Restricted Stock Award Notice (the "Award Notice"), the attached Restricted Stock Agreement (the "Agreement") and the Plan. The Grantee agrees to the provisions set forth herein and acknowledges that each such provision is a material condition of the Company's agreement to issue and sell the Shares to him or her. The Company hereby acknowledges receipt of $ in full payment for the Shares. All references to share prices and amounts herein shall be equitably adjusted to reflect stock splits, stock dividends, recapitalizations, mergers, reorganizations and similar changes affecting the capital stock of the Company, and any shares of capital stock of the Company received on or in respect of Shares in connection with any such event (including any shares of capital stock or any right, option or warrant to receive the same or any security convertible into or exchangeable for any such shares or received upon conversion of any such shares) shall be subject to this Agreement on the same basis and extent at the relevant time as the Shares in respect of which they were issued, and shall be deemed Shares as if and to the same extent they were issued at the date hereof.

Name of Grantee:	(the "Grantee")
No. of Shares:	Shares of Common Stock (the "Shares")
Grant Date:	,
Date of Purchase of Shares:	,
Vesting Commencement Date:	, (the "Vesting Commencement Date")
Per Share Purchase Price:	$ (the "Per Share Purchase Price")
Vesting Schedule:	25 percent of the Shares shall vest on the first anniversary of the Vesting Commencement Date; provided that the Grantee continues to have a Service Relationship with the Company at such time. Thereafter, the remaining 75 percent of the Shares shall vest in 36 equal monthly installments following the first anniversary of the Vesting Commencement Date, provided the Grantee continues to have a Service Relationship with the Company at such time. Notwithstanding anything in the Agreement to the contrary in the case of a Sale Event, the Shares of Restricted Stock shall be treated as provided in Section 3(c) of the Plan.

Attachments: Restricted Stock Agreement, 2017 Stock Option and Incentive Plan

RESTRICTED STOCK AGREEMENT
UNDER THE SCHOLAR ROCK HOLDING CORPORATION

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Award Notice and the Plan.

1. Purchase and Sale of Shares; Vesting; Investment Representations.

(a) Purchase and Sale. The Company hereby sells to the Grantee, and the Grantee hereby purchases from the Company, the number of Shares set forth in the Award Notice for the Per Share Purchase Price.

(b) Vesting. Initially, all of the Shares are non-transferable and subject to a substantial risk of forfeiture and are Shares of Restricted Stock. The risk of forfeiture shall lapse with respect to the Shares on the respective dates indicated on the Vesting Schedule set forth in the Award Notice.

(c) Investment Representations. In connection with the purchase and sale of the Shares contemplated by Section 1(a) above, the Grantee hereby represents and warrants to the Company as follows:

(i) The Grantee is purchasing the Shares for the Grantee's own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) The Grantee has had such an opportunity as he or she has deemed adequate to obtain from the Company such information as is necessary to permit him or her to evaluate the merits and risks of the Grantee's investment in the Company and has consulted with the Grantee's own advisers with respect to the Grantee's investment in the Company.

(iii) The Grantee has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

(iv) The Grantee can afford a complete loss of the value of the Shares and is able to bear the economic risk of holding such Shares for an indefinite period.

(v) The Grantee understands that the Shares are not registered under the Act (it being understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Act and under any applicable state securities or "blue sky" laws (or exemptions from the registration requirements thereof). The Grantee further acknowledges that certificates representing the Shares will bear

restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) The Grantee has read and understands the Plan and acknowledges and agrees that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) The Grantee understands and agrees that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) The Grantee understands and agree that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) The Grantee understands and agrees that the Grantee may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

2. Repurchase Right. Upon a Termination Event, the Company shall have the right to repurchase Shares of Restricted Stock that are unvested as of the date of such Termination Event as set forth in Section 9(c) of the Plan.

3. Restrictions on Transfer of Shares. The Shares (whether or not vested) shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Restricted Stock Award shall be subject to and governed by all the terms and conditions of the Plan.

5. Miscellaneous Provisions.

(a) Record Owner; Dividends. The Grantee and any Permitted Transferees, during the duration of this Agreement, shall be considered the record owners of and shall be entitled to vote the Shares if and to the extent the Shares are entitled to voting rights. The Grantee and any Permitted Transferees shall be entitled to receive all dividends and any other distributions declared on the Shares; *provided*, *however*, that the Company is under no duty to declare any such dividends or to make any such distribution.

(b) Section 83(b) Election. The Grantee shall consult with the Grantee's tax advisor to determine whether it would be appropriate for the Grantee to make an election under Section 83(b) of the Code with respect to this Award. Any such election must be filed with the Internal Revenue Service within 30 days of the date of this Award. If the Grantee makes an election under Section 83(b) of the Code, the Grantee shall give prompt notice to the Company (and provide a copy of such election to the Company). A sample Section 83(b) election is attached to this Agreement as Exhibit A.

(c) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief,

including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(d) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Grantee.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

(f) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(g) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(h) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Grantee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(i) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(j) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(k) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

6. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or the Shares, this Agreement, or the breach, termination or validity of the Plan, the Shares or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in

accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1 - 16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Grantee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 6 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees 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 (except as protected by applicable law), 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, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

7. Waiver of Statutory Information Rights. The Grantee understands and agrees that, but for the waiver made herein, the Grantee would be entitled, upon written demand under oath stating the purpose thereof, to inspect for any proper purpose, and to make copies and extracts from, the Company's stock ledger, a list of its stockholders, and its other books and records, and the books and records of subsidiaries of the Company, if any, under the circumstances and in the manner provided in Section 220 of the General Corporation Law of Delaware (any and all such rights, and any and all such other rights of the Grantee as may be provided for in Section 220, the "Inspection Rights"). In light of the foregoing, until the first sale of Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act, the Grantee hereby unconditionally and irrevocably waives the Inspection Rights, whether such Inspection Rights would be exercised or pursued directly or indirectly pursuant to Section 220 or otherwise, and covenants and agrees never to directly or indirectly commence, voluntarily aid in any way, prosecute, assign, transfer, or cause to be commenced any claim, action, cause of action, or other proceeding to pursue or exercise the Inspection Rights. The foregoing waiver shall not affect any rights of a director, in his or her capacity as such, under Section 220. The foregoing waiver shall not apply to any contractual inspection rights of the Grantee under any other written agreement between the Grantee and the Company.

[SIGNATURE PAGE FOLLOWS]

The foregoing Restricted Stock Agreement is hereby accepted and the terms and conditions thereof are hereby agreed to by the undersigned as of the date of purchase of Shares above written.

Scholar Rock Holding Corporation

By: _____
Name:
Title:

Address:

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof and understands that the Shares granted hereby are subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Award Notice and this Agreement, SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 6 AND THE WAIVER OF STATUTORY INFORMATION RIGHTS SET FORTH IN SECTION 7 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

GRANTEE:

Name:

Address:

[SPOUSE'S CONSENT(1)
I acknowledge that I have read the
foregoing Restricted Stock Agreement
and understand the contents thereof.

]

(1) A spouse's consent is required only if the Grantee's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington and Wisconsin.

EXHIBIT A

Section 83(b) Election

The undersigned hereby elects pursuant to §83(b) of the Internal Revenue Code of 1986, as amended, to include in gross income as compensation for services the excess (if any) of the fair market value of the shares described below over the amount paid for those shares.

1. The name, taxpayer identification number, address of the undersigned, and the taxable year for which this election is being made are:

   Name:

   Address:

   Social Security No.:

   Taxable Year: Calendar Year 20

2. The property which is the subject of this election is [number of unvested shares] shares of common stock of Scholar Rock Holding Corporation.

3. The property was transferred to the undersigned on [date of purchase/transfer].

4. The property is subject to the following restrictions:

   The Shares will be subject to restrictions on transfer and risk of forfeiture upon termination of service relationship and in certain other events.

5. The fair market value of the property at time of transfer (determined without regard to any restrictions other than nonlapse restrictions as defined in §1.83-3(h) of the Income Tax Regulations) is $[current FMV] per share x [number of unvested shares] shares = $.

6. For the property transferred, the undersigned paid $[purchase price] per share x [number of unvested shares] shares = $.

7. The amount to include in gross income is $ [amount reported in Item 5 minus the amount reported in Item 6].

The undersigned taxpayer will file this election with the Internal Revenue Service Office with which the taxpayer files his or her annual income tax return not later than 30 days after the date of transfer of the property, at the IRS address listed for the taxpayer's state under "Are you not including a check or money order . . ." given in *Where Do You File* in the Instructions for Form 1040 and the Instructions for Form 1040A (which information can also be found at: https://www.irs.gov/uac/where-to-file-addresses-for-taxpayers-and-tax-professionals). A copy of the election will also be furnished to the person for whom the services were performed. The undersigned is the person performing services in connection with which the property was transferred.

Dated: , 20

Taxpayer

UNRESTRICTED STOCK AWARD NOTICE
UNDER THE SCHOLAR ROCK HOLDING CORPORATION
2017 STOCK OPTION AND INCENTIVE PLAN

Pursuant to the Scholar Rock Holding Corporation 2017 Stock Option and Incentive Plan (the "Plan"), Scholar Rock Holding Corporation, a Delaware corporation (together with any successor, the "Company"), hereby grants, transfers and issues to the individual named below, the Shares, subject to the terms and conditions set forth in this Unrestricted Stock Award Notice (the "Award Notice"), the attached Unrestricted Stock Agreement (the "Agreement") and the Plan. The Grantee agrees to the provisions set forth herein and acknowledges that each such provision is a material condition of the Company's agreement to issue and transfer the Shares to him or her. All references to amounts herein shall be equitably adjusted to reflect stock splits, stock dividends, recapitalizations, mergers, reorganizations and similar changes affecting the capital stock of the Company, and any shares of capital stock of the Company received on or in respect of Shares in connection with any such event (including any shares of capital stock or any right, option or warrant to receive the same or any security convertible into or exchangeable for any such shares or received upon conversion of any such shares) shall be subject to this Agreement on the same basis and extent at the relevant time as the Shares in respect of which they were issued, and shall be deemed Shares as if and to the same extent they were issued at the date hereof.

Name of Grantee: (the "Grantee")

No. of Shares: Shares of Common Stock (the "Shares")

Grant Date: ,

UNRESTRICTED STOCK AGREEMENT
UNDER THE SCHOLAR ROCK HOLDING CORPORATION
2017 STOCK OPTION AND INCENTIVE PLAN

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Award Notice and the Plan.

1. Transfer of Shares and Consideration; Investment Representations.

(a) Transfer of Shares and Consideration. The Company hereby grants and transfers to the Grantee, and the Grantee hereby accepts from the Company, the number of Shares set forth in the Award Notice. The Shares are being issued in respect of past services provided by the Grantee to the Company (which services have a value at least equal to the aggregate Fair Market Value of the Shares).

(b) Investment Representations. In connection with the transfer of the Shares contemplated by Section 1(a) above, the Grantee hereby represents and warrants to the Company as follows:

(i) The Grantee is holding the Shares for the Grantee's own account for investment only, and not for resale or with a view to the distribution thereof.

(ii) The Grantee has had such an opportunity as he or she has deemed adequate to obtain from the Company such information as is necessary to permit him or her to evaluate the merits and risks of the Grantee's investment in the Company and has consulted with the Grantee's own advisers with respect thereto.

(iii) The Grantee has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in holding the Shares and to make an informed investment decision with respect to such Shares.

(iv) The Grantee can afford a complete loss of the value of the Shares and is able to bear the economic risk of holding such Shares for an indefinite period.

(v) The Grantee understands that the Shares are not registered under the Act (it being understood that the Shares are being issued in reliance on the exemption provided in Rule 701 thereunder) or any applicable state securities or "blue sky" laws and may not be sold or otherwise transferred or disposed of in the absence of an effective registration statement under the Act and under any applicable state securities or "blue sky" laws (or exemptions from the registration requirements thereof). The Grantee further acknowledges that certificates representing the Shares will bear restrictive legends reflecting the foregoing and/or that book entries for uncertificated Shares will include similar restrictive notations.

(vi) The Grantee has read and understands the Plan and acknowledges and agrees that the Shares are subject to all of the relevant terms of the Plan, including without limitation, the transfer restrictions set forth in Section 9 of the Plan.

(vii) The Grantee understands and agrees that the Company has a right of first refusal with respect to the Shares pursuant to Section 9(b) of the Plan.

(viii) The Grantee understands and agrees that the Company has certain repurchase rights with respect to the Shares pursuant to Section 9(c) of the Plan.

(ix) The Grantee understands and agrees that the Grantee may not sell or otherwise transfer or dispose of the Shares for a period of time following the effective date of a public offering by the Company as described in Section 9(f) of the Plan.

2. Repurchase Right. Upon a Repurchase Event, the Company shall have the right to repurchase the Shares as set forth in Section 9(c) of the Plan.

3. Restrictions on Transfer of Shares. The Shares (whether or not vested) shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 9 of the Plan

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Unrestricted Stock Award shall be subject to and governed by all the terms and conditions of the Plan.

5. Miscellaneous Provisions.

(a) Record Owner; Dividends. The Grantee and any Permitted Transferees, during the duration of this Agreement, shall be considered the record owners of and shall be entitled to vote the Shares if and to the extent the Shares are entitled to voting rights. The Grantee and any Permitted Transferees shall be entitled to receive all dividends and any other distributions declared on the Shares; *provided*, *however*, that the Company is under no duty to declare any such dividends or to make any such distribution.

(b) Equitable Relief. The parties hereto agree and declare that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement.

(c) Change and Modifications. This Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Agreement may be changed, modified or terminated only by an agreement in writing signed by the Company and the Grantee.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflict of law

principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

(e) Headings. The headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this Agreement and shall not be considered in the interpretation of this Agreement.

(f) Saving Clause. If any provision(s) of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

(g) Notices. All notices, requests, consents and other communications shall be in writing and be deemed given when delivered personally, by telex or facsimile transmission or when received if mailed by first class registered or certified mail, postage prepaid. Notices to the Company or the Grantee shall be addressed as set forth underneath their signatures below, or to such other address or addresses as may have been furnished by such party in writing to the other.

(h) Benefit and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives. The Company has the right to assign this Agreement, and such assignee shall become entitled to all the rights of the Company hereunder to the extent of such assignment.

(i) Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(j) Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

6. Dispute Resolution.

(a) Except as provided below, any dispute arising out of or relating to the Plan or the Shares, this Agreement, or the breach, termination or validity of the Plan, the Shares or this Agreement, shall be finally settled by binding arbitration conducted expeditiously in accordance with the J.A.M.S./Endispute Comprehensive Arbitration Rules and Procedures (the "J.A.M.S. Rules"). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1 - 16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts.

(b) The arbitration shall commence within 60 days of the date on which a written demand for arbitration is filed by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three depositions as of right, and the arbitrator may in his or her discretion allow additional depositions upon good cause shown by the moving party. However, the arbitrator shall not have the power to order the answering of interrogatories or the response to requests for admission. In connection with any

arbitration, each party to the arbitration shall provide to the other, no later than seven business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within six months of the selection of the arbitrator. The arbitrator's decision shall set forth a reasoned basis for any award of damages or finding of liability. The arbitrator shall not have power to award damages in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages.

(c) The Company, the Grantee, each party to the Agreement and any other holder of Shares issued pursuant to this Agreement (each, a "Party") covenants and agrees that such party will participate in the arbitration in good faith. This Section 6 applies equally to requests for temporary, preliminary or permanent injunctive relief, except that in the case of temporary or preliminary injunctive relief any party may proceed in court without prior arbitration for the limited purpose of avoiding immediate and irreparable harm.

(d) Each Party (i) hereby irrevocably submits to the jurisdiction of any United States District Court of competent jurisdiction for the purpose of enforcing the award or decision in any such proceeding, (ii) hereby waives, and agrees 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 (except as protected by applicable law), 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, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the judgment of any such court. Each Party hereby consents to service of process by registered mail at the address to which notices are to be given. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process by mail is made for the express benefit of each other Party. Final judgment against any Party in any such action, suit or proceeding may be enforced in other jurisdictions by suit, action or proceeding on the judgment, or in any other manner provided by or pursuant to the laws of such other jurisdiction.

7. Waiver of Statutory Information Rights. The Grantee understands and agrees that, but for the waiver made herein, the Grantee would be entitled, upon written demand under oath stating the purpose thereof, to inspect for any proper purpose, and to make copies and extracts from, the Company's stock ledger, a list of its stockholders, and its other books and records, and the books and records of subsidiaries of the Company, if any, under the circumstances and in the manner provided in Section 220 of the General Corporation Law of Delaware (any and all such rights, and any and all such other rights of the Grantee as may be provided for in Section 220, the "Inspection Rights"). In light of the foregoing, until the first sale of Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act, the Grantee hereby unconditionally and irrevocably waives the Inspection Rights, whether such Inspection Rights would be exercised or pursued directly or indirectly pursuant to Section 220 or otherwise, and covenants and agrees never to directly or indirectly commence, voluntarily aid in

any way, prosecute, assign, transfer, or cause to be commenced any claim, action, cause of action, or other proceeding to pursue or exercise the Inspection Rights. The foregoing waiver shall not affect any rights of a director, in his or her capacity as such, under Section 220. The foregoing waiver shall not apply to any contractual inspection rights of the Grantee under any other written agreement between the Grantee and the Company.

[SIGNATURE PAGE FOLLOWS]

The foregoing Unrestricted Stock Agreement is hereby accepted and the terms and conditions thereof are hereby agreed to by the undersigned as of the date first above written.

Scholar Rock Holding Corporation

By: _____
Name:
Title:

Address:

_____

_____

_____

The undersigned hereby acknowledges receiving and reviewing a copy of the Plan, including, without limitation, Section 9 thereof and understands that the Shares granted hereby are subject to the terms of the Plan and of this Agreement. This Agreement is hereby accepted, and the terms and conditions of the Plan, the Award Notice and this Agreement,

SPECIFICALLY INCLUDING THE ARBITRATION PROVISIONS SET FORTH IN SECTION 6 AND THE WAIVER OF STATUTORY INFORMATION RIGHTS SET FORTH IN SECTION 7 OF THIS AGREEMENT, are hereby agreed to, by the undersigned as of the date first above written.

GRANTEE:

Name:

Address:

[SPOUSE'S CONSENT(1)
I acknowledge that I have read the
foregoing Unrestricted Stock Agreement
and understand the contents thereof.

]

(1) A spouse's consent is required only if the Grantee's state of residence is one of the following community property states: Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington and Wisconsin.

Exhibit 10.6

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1933, AS AMENDED.

EXCLUSIVE LICENSE AGREEMENT BETWEEN

CHILDREN'S MEDICAL CENTER CORPORATION

AND

SCHOLAR ROCK, INC.

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1933, AS AMENDED.

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EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (this "Agreement") is made and entered into as of the date last written below (the "Effective Date"), by and among CHILDREN'S MEDICAL CENTER CORPORATION, a charitable corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having Its principal office at 300 Longwood Avenue, Boston, Massachusetts, 02115, U.S.A. (hereinafter referred to as "CMCC"), SCHOLAR ROCK, Inc., a Delaware corporation, and wholly-owned subsidiary of Scholar Rock, LLC ("Parent"), having Its principal office at 300 Third St., 4th Floor, Cambridge, Massachusetts, 02142, U.S.A. (hereinafter referred to as "Licensee"), and solely with respect to Article IV, Paragraph A 3, Parent. CMCC and Licensee may also be referred to individually as ("Party") or collectively as ("Parties").

WHEREAS, Dr. Timothy Springer a research investigator of Boston Children's Hospital ("BCH"), Dr. Leonard Zon, a research investigator, of BCH along with Dr. Nagesh Mahanthappa are co-inventors of the invention described and claimed in the Patent Rights as defined below; and

WHEREAS, CMCC and Licensee are co-owners of the Patent Rights; and

WHEREAS, CMCC by assignment of all of the rights of Dr. Springer and Dr. Zon, for such Patent Rights has the right to grant its rights exclusively under the Patent Rights to Licensee; and

WHEREAS, as part of Its charitable mission, CMCC desires to have the Patent Rights used to promote the public Interest; and

WHEREAS, Licensee has represented to CMCC that Licensee or its principals are experienced in the development of products similar to the technology which is the subject of this Agreement; that Licensee is ready, willing and able to engage in the development, production, manufacture, marketing and sale of Licensed Products (as that term shall be defined

hereafter) and/or the use of Licensed Processes (as that term shall be defined hereafter) and that Licensee will implement a diligent development program as described in this Agreement; and

WHEREAS, in order to promote effective development and distribution of a Licensed Product and/or use of Licensed Processes for the public interest, Licensee desires to obtain an

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exclusive license hereunder, within a designated territory and for a prescribed field of use, relating to certain licensed products and processes within the scope of the Patent Rights, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereto agree as follows:

ARTICLE I. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meanings set forth below:

A. "Affiliate" means any company or other legal entity actually controlling, controlled by or under common control with a Party. For purposes of the definition of "Affiliate" the term "control" shall mean: (i) in the case of a corporate entity, the ability to effect the election of directors, or in the case of a for-profit entity direct or indirect ownership of at least a majority of the stock or participating shares entitled to vote for the election of directors of that entity, in any case coupled with active managerial involvement and accountability for directing the business and affairs of that entity; (ii) In the case of a partnership, the power customarily held by a managing partner to direct the management and policies of such partnership, provided that such power is actively exercised; or (iii) in the case of a joint venture, whether in corporate, partnership or other legal form, a prevailing joint economic interest coupled with a managerial role entailing active direction, control and accountability with respect to the business and affairs of the entity.

B. "Combination Product(s) or Process(es)" means a product or process that includes a Licensed Product or Licensed Process sold in combination with another components) whose manufacture, use or sale by an unlicensed party would not constitute an infringement of the Patent Rights licensed In this Agreement.

C. "Commercially Reasonable Efforts" means diligent efforts and resources consistent with practices commonly used in Licensee's industry for a product at a similar state in its development or product life, taking into account efficacy, safety, the competitiveness of alternative products in the marketplace, the patent and other proprietary position of the product, regulatory approvals, and maintaining the priority of rapid and effective development of the technology in Licensee's corporate strategy.

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1933, AS AMENDED.

D. "Distributor" means a person or an entity engaged in distribution or sales of Licensed Products or Licensed Processes for a price or fee under an arrangement with Licensee or a Sublicensee to engage in such distribution and sales, wholesale or retail, by an agreement to re-distribute and/ or re-sell a Licensed Product. Distributors shall include, without limitation, dealers, resellers, value added resellers, and other similar purchasers. For purposes of this definition, the term "Distributor" shall not include an Affiliate of Licensee or Sublicensees.

E. "Field of Use" means all uses.

F. "First Commercial Sale" means, with respect to each country: (i) the first sale of any Licensed Product or Licensed Process by Licensee or any Sublicensee, following approval of such Licensed Product's or Licensed Process's marketing by the appropriate governmental agency, if any such approval is necessary, for the country in which the sale is to be made; or (ii) when governmental approval is not required, the first sale in that country of the Licensed Product or Licensed Process. "First Commercial Sale" shall not Include compassionate use, patient assistance, or other like programs.

G. "Licensed Product" means any product or part thereof in the Field of Use:

1. The manufacture, use or sale of which absent the license granted hereunder this Agreement and the joint rights of Licensee in the Patent Rights, would infringe any one of the Valid Claims contained in the Patent Rights in any country within the Territory; or

2. The manufacture or use of which uses a "Licensed Process" as that term shall be defined hereafter.

H. "Licensed Process" means any process that absent the license granted hereunder this Agreement and the joint rights of Licensee in the Patent Rights, would infringe any one of the Valid Claims contained in the Patent Rights in any country in the Territory.

I. "Net Sales" means the largest of gross sales billed, invoiced, or received (whichever occurs first) for sales, leases, or other transfers by Licensee, its Affiliates, or its Sublicensees (each a "Selling Party" or ("Selling Parties")) for any Licensed Products or

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[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1933, AS AMENDED.

Licensed Processes, less (to the extent appropriately documented) the following amounts:

(a) credits and allowances for price adjustment, rejection, or return of Licensed Products previously sold;

(b) rebates, quantity and cash discounts, and insurance, coverage or other medical discounts or chargebacks to purchasers or others allowed and taken;

(c) amounts for third party transportation, insurance, handling or shipping charges to purchasers; and

(d) taxes, duties and other governmental charges levied on or measured by the sale of Licensed Products, whether absorbed by the Selling Party or paid by the purchaser so long as the Selling Party's price is reduced thereby, but not franchise or income taxes of any kind whatsoever.

Net Sales also includes the fair market value of any non-cash consideration received by any Selling Party in connection with the sale, lease, or other transfer of Licensed Products, Transfer of a Licensed Product within Licensee or between any Selling Parties for sale by the transferee shall not be considered a Net Sate for purposes of ascertaining royalty

charges.

J. "Non-Royalty Sublicensing Income" means any payments or other consideration that Licensee or any of its Affiliates receives, other than amounts received on account of Net Sales (i.e., excluding royalty or profit share amounts based on Net Sales) in consideration of the grant of a Sublicense permitted under Article II Paragraph G, to a Sublicensee (including any fees or consideration for the grant of an option to obtain such Sublicense), including without limitation license fees (other than royalty or profit share amounts based on Net Sales or other sales or dispositions of Licensed Products or Licensed Processes, including as reimbursement of royalties payable by Licensee hereunder), milestone payments and license maintenance fees, but specifically excluding: (a) payments used to cover costs to be incurred by or on behalf of Licensee or any of its Affiliates (including equipment purchases and full-time equivalent personnel actually provided by or on behalf of Licensee or any Its Affiliates) in the research and

development and commercialization of Licensed Products, (b) reimbursement of milestone payments paid by Licensee for milestones in Article IV Royalties, Equity and Other Payments hereunder, (c) loans or other debt obligations, or (d) payments made in consideration of equity or convertible debt securities of Licensee or any of Its Affiliates. For clarity, references to "Net Sales" above in this paragraph Includes any amounts received by Licensee or any of its Affiliates metered on sales, leases, or other transfers of Licensed Products or Licensed Processes, and thus are excluded from Non-Royalty Sublicensing Income.

If, as part of the same or a related transaction in which Licensee sublicenses any of its rights to Licensed Products and Licensed Processes, Licensee or any of Its Affiliates also licenses, sublicenses or otherwise grants rights under patent rights, know-how, other intellectual property rights or agrees to perform other rights or obligations other than the Patent Rights (collectively, "Other Rights"), then Licensee shall in good faith equitably apportion, in accordance with customary standards in the Industry, the consideration received by Licensee and its Affiliates under such transaction between the Patent Rights and such Other Rights, and such portion allocated to the Patent Rights shall constitute Non-Royalty Sublicensing Income. Licensee shall deliver to CMCC a written report setting forth such apportionment and, in the event CMCC disagrees with the determination made by Licensee, CMCC shall so notify Licensee within thirty (30) days of receipt of Licensee's report and the Parties shall meet to discuss and resolve such disagreement in good faith. If the Parties are unable to resolve such disagreement within thirty (30) days, then the matter shall be submitted In accordance with the dispute resolution process set forth in Article XIV, and if Licensee owes additional monies to CMCC after the conclusion of such process, Licensee shall have thirty (30) days after the completion of such process to make such payment to CMCC.

K. "Patent Rights" means all of the following intellectual property which CMCC owns or has rights to during the Term (as hereafter defined) as the United States patents issued from the applications listed in Appendix 1 incorporated herein, and from divisionals and continuations of these applications and any reissues, reexaminations, extensions of or substitutes therefrom, of such United States patents; claims of continuation-in-part applications and continuation-in-part patents directed to subject matter specifically

described In the applications listed in Appendix 1; and claims of all foreign patent applications, foreign patents, all rights of priority, and other intellectual property which are directed to subject matter specifically described in the United States patents and/or patent applications listed In Appendix 1.

L. "Sublicensee" means a person or entity unaffiliated (e.g. not an Affiliate) with Licensee to whom Licensee has granted an arm's length sublicense to the Patent Rights or option to the Patent Rights under this Agreement, and any such sublicense is referred to as a "Sublicense" hereunder.

M. "Territory" means worldwide.

N. "Term" shall have the meaning stated in Paragraph A of Article XV.

O. "Valid Claim" means (a) a claim of an issued and unexpired patent which has not been revoked or held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, un-appealable or un-appealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise, or (b) a claim of a pending patent application that was filed and has not been (i) cancelled, withdrawn, abandoned or finally disallowed without the possibility of appeal or refiling of such application, or (ii) pending for more than [***] since such claim was first presented. However in the event such aforementioned pending claims issue after such [***] period, such claims will be Valid Claims to the extent they satisfy the provisions of (a) in the preceding sentence.

ARTICLE II. GRANT

A. Subject to the terms of this Agreement, and conditioned on the faithful performance by Licensee of its obligations hereunder, CMCC hereby grants to Licensee and its Affiliates the right and exclusive license to develop, have developed, commercialize, have commercialized, make, have made, manufacture, have manufactured, use, have used, offer for sale, have offered for sale, sell, have sold, import, or have imported Licensed Products and practice or have practiced the Licensed Processes in the Territory in the Field of Use to the end of the Term, unless sooner terminated as provided in this Agreement.

B. Notwithstanding anything above to the contrary, CMCC shall retain a royalty-free, nonexclusive, right to practice and/or use the Patent Rights for research, educational, clinical and/or charitable purposes, but no commercial purposes. For the avoidance of doubt, receipt of payment by CMCC for such clinical use shall not be deemed a commercial use. CMCC shall have the right to license [for a nominal fee (such as shipping and handling charges)] the Patent Rights to other academic or nonprofit research organizations to practice and/or use the Patent Rights for research (excluding sponsored research), teaching and educational purposes only ("Academic License"). Any such Academic License granted by CMCC permitted hereunder this Paragraph B shall specifically exclude and prohibit commercialization of the Patent Rights unless such organization enters into an agreement with Licensee on terms consistent with this Agreement but in other respects agreeable to Licensee in Licensee's sole discretion.

C. Notwithstanding any other provision of this Agreement, the license and any sublicense shall be subject to Licensee's warranty to comply with all applicable laws and regulations.

D. The license granted hereunder shall not be construed to confer any rights upon Licensee by implication, estoppel or otherwise as to any Inventions, discoveries, know-how, technology or other Intellectual property not described in Paragraph A of this Article II.

As a condition of the license granted hereunder, Licensee hereby irrevocably covenants and agrees that it will not, directly or indirectly, in any respect, use non-public information it has acquired in the course of prosecution of the Patent Rights from CMCC and/or patent counsel prosecuting the Patent Rights, to challenge CMCC's ownership of the Patent

Rights. Such information shall be considered Confidential Information of CMCC and is subject to the provisions of Article VI. Any Sublicense granted by Licensee shall contain an Identical commitment by the Sublicensee.

E. Nothing in this Agreement shall be construed to limit or constrain CMCC, or any officer, director, employee, member of its medical staff, or of any CMCC Affiliate, from continuing to engage in related research; or from the development of related or unrelated inventions, discoveries, rights or technology, and from practicing, licensing or sublicensing related or unrelated intellectual property rights arising from inventions

occurring after the Effective Date of this Agreement; or from academic publication related thereto; or from entering into agreements and other relationships with other persons or organizations related to matters not directly and expressly within the scope of this Agreement.

F. Licensee shall have the right to enter into sublicensing agreements with respect to any of the rights, privileges, and licenses granted hereunder, subject to the terms and conditions hereof. In the event CMCC terminates this Agreement before the end of its Term, Licensee shall be responsible for promptly notifying Sublicensees of such termination. Sublicensees so notified may, to the extent their Sublicenses allow, request CMCC to enter into direct licenses with them by sending to CMCC written notice, received no later than thirty (30) days after the License termination takes effect, that the Sublicensee; (i) reaffirms the terms and conditions of this Agreement as it relates to the rights the Sublicensee has been granted under the Sublicense; (ii) agrees to abide by all of the terms and conditions of this Agreement applicable to the Sublicensee and to discharge directly all pertinent obligations of Licensee which Licensee is obligated hereunder to discharge; and (iii) acknowledges that CMCC shall have no obligations to the Sublicensee other than its pertinent obligations set forth in this Agreement with regard to Licensee. Provided that the Sublicensee notice to CMCC as set forth in this clause is satisfactory, and Sublicensee Is not in breach of its Sublicense, CMCC and Sublicensee shall negotiate in good faith to grant to such Sublicensee license rights and terms equivalent to the sublicense rights and terms which the Licensee shall have previously granted to said Sublicensee, to the extent that those rights were granted by CMCC to the Licensee under this Agreement. CMCC may decline to enter into a direct license agreement with Sublicensee where Sublicensee cannot or declines to perform the obligations of Licensee hereunder, including without limitation Development Plan (as defined below) obligations.

G. Licensee agrees that any sublicense granted by it shall provide that the obligations to CMCC of Articles II (Grant), V (Reports, Records and Related Matters), VIII (Infringement), IX (Uniform Indemnification and Insurance Provisions), XI (Compliance with Laws; Export Controls), XII (Non-Use of Names), XIII (Assignment), XIV (Dispute Resolution and Arbitration), XV (Term and Termination) and XVII (General Provisions) of

this Agreement shall be binding upon the Sublicensee, for the benefit of CMCC, as if it were a party to this Agreement ("Pass Through Provisions"). In addition, every Sublicense shall contain within it requirements for commercially reasonable due diligence in developing or exploiting the Patent Rights, or selling Licensed Products, as specifically applicable, and shall require that Licensee enforce those provisions consistent with achieving Licensee's obligations pursuant to this Agreement. Licensee shall be obligated to CMCC for the acts and omissions of Sublicensees with respect to the Pass Through Provisions. Licensee agrees to provide to CMCC notice of any Sublicense granted hereunder and to forward to CMCC a copy of any and all fully executed Sublicense within thirty (30) days of execution. Licensee further agrees to forward to CMCC annually a copy of such reports received by Licensee from its Sublicensees, if any, during the preceding twelve (12) month period as shall be pertinent to a royalty accounting under the applicable Sublicense and compliance with the other terms of this Agreement.

H. Licensee shall advise CMCC in writing of any consideration received from Sublicensees and Distributors, and, at CMCC's request, provide such Information in an electronic or other format recognizable by CMCC's data processing systems for example Microsoft Excel®. Licensee shall not accept from any Sublicensee or Distributor anything of value in lieu of cash payments to discharge its payment obligations under any sublicense or distribution agreement, respectively, related to this Agreement or marketing and sale of Licensed Products, without the express written permission of CMCC, which permission shall not be unreasonably withheld but may take Into account a reasonable valuation for purposes of Licensee's payment obligations to CMCC.

ARTICLE III. DUE DILIGENCE AND RELATED MATTERS

A. Licensee, upon execution of this Agreement, shall use Commercially Reasonable Efforts to bring one or more Licensed Products to market. Thereafter, until expiration or termination of this Agreement, Licensee shall keep Licensed Products available to the public, in quantities sufficient to meet market demand, in the Territory, on terms appropriate for public access and public benefit.

B. In addition to its general obligation to use Commercially Reasonable Efforts, Licensee shall implement a written development and commercialization plan ("Development Plan"), which may be amended from time to time pursuant to Paragraph C of this Article III Licensee's Initial Development Plan is attached hereto as Appendix 2 and is hereby incorporated herein by reference. Absent CMCC's consent as provided in Paragraph C of this Article III, the timeframes and Licensee's obligations described in the Development Plan shall be treated as definitive. Such Development Plan and revisions to such Development Plan under Paragraph C of this Article III disclosed to CMCC shall be considered Confidential Information, and shall be subject to the provisions contained in Article VI.

C. Except for Diligence Specifications as defined in Paragraph D of this Article III, CMCC shall not unreasonably withhold, condition or delay (it being understood that CMCC may reasonably condition its consent), its consent to revision of the Development Plan when requested in writing In advance by Licensee and the request is supported by evidence reasonably acceptable to CMCC: (i) of technical difficulties or delays in the clinical studies or regulatory process that could not reasonably have been avoided; (ii) Licensee is proposing and will implement satisfactory and effective means of addressing such difficulties or delays, including sufficient financial and technical resources; and (iii) that Licensee, its Affiliates and/or Sublicensees have in good faith made Commercially Reasonable Efforts and expended resources contemplated by the Development Plan.

D. Notwithstanding Paragraphs B and C of this Article III, Licensee agrees that Licensee's failure to achieve the following specific requirements of the Development Plan ("Diligence Specifications") shall be sufficient grounds for the actions specified in this paragraph:

(i) [***];

(ii) [***];

(iii) [***];

(iv) [***];

(v) [***]; and

(vi) [***].

The Parties agree that Licensee's failure to achieve any of the Diligence Specifications will irreparably harm CMCC's ability to ensure that a Licensed Product is timely developed for the public benefit. In the event Licensee falls to meet any of the Diligence Specifications set forth in this Paragraph D in a timely manner, CMCC shall notify Licensee thereof in writing, and Licensee shall have sixty (60) days following such notification to establish, through written response to CMCC, to the reasonable satisfaction of CMCC that (i) It has met such objective(s); or (ii) a revision to the Diligence Specification is necessary and appropriate as contemplated above. In the event Licensee falls to establish (i) or (ii) in such 60-day period to CMCC's reasonable satisfaction in CMCC's sole discretion, CMCC shall have the right in its sole discretion to terminate in whole or in part the license granted to Licensee under this Agreement pursuant to Article XV effective Immediately.

ARTICLE IV. ROYALTIES, EQUITY AND OTHER PAYMENTS

A. For the rights, privileges and exclusive license granted hereunder, Licensee shall pay to CMCC the following amounts in the manner hereinafter provided. Unless expressly stated otherwise in this Agreement, periodic payment obligations listed below shall endure through the Term of this Agreement, unless this Agreement shall be sooner terminated as hereinafter provided:

1. A license Issue fee of $5,000, which shall be deemed earned as of the Effective Date and due and payable within thirty (30) days of the Effective Date.

2. An annual license maintenance fee of $5,000 due and payable each year on the anniversary of the Effective Date for the first three (3) years and an annual license maintenance fee in the amount of $10,000 for each year thereafter.

3. As soon as practicable following the Effective Date, but in any event no later than ten (10) days after the Effective Date, Parent shall grant CMCC 76,500 of Its Common Units (representing one percent (1%) of Parent on a fully-diluted basis as of the

Effective Date (for the avoidance of doubt, the calculation of fully diluted shall Include all Incentive Units authorized for issuance under the Parent's Second Amended and Restated Operating Agreement, dated as of December 13, 2013 (the "Operating Agreement"))) (the "Units"), provided that as a condition to the receipt of the Units, CMCC shall execute (i) a joinder agreement to the Operating Agreement, agreeing to be bound thereby as a member holding Common Units and (ii) a customary unit subscription agreement.

4. Licensee shall make the following payments (the "Milestone Payments") to CMCC within thirty (30) days following the achievement of such event for each Licensed Product ("Milestones"):

(a) [***] Dollars (US [***]) [***];

(b) [***] Dollars (US [***]) [***];

(c) [***] Dollars (US [***]) [***]; and

(d) [***] Dollars (US [***])[***].

5. Licensee shall pay to CMCC royalties, on a country-by-country and Licensed Product-by-Licensed Product basis, on a calendar quarterly basis during the Term, at the graduated royalty rates specified in the following table with respect to the aggregate annual worldwide Net Sales of each Licensed Product in a calendar year, in those countries where the sale of such Licensed Product by a Selling Party infringes one or more Valid Claims:

Annual Worldwide Net Sales of Each Licensed Product in a Calendar Year	**Royalty Rate**
On such Net Sales up to and including [***] ($[***])	[***] percent ([***]%)
On such Net Sales above [***] ($[***]	[***] percent ([***]%)

The applicable royalty rate shall be determined by reference to Net Sales for a Licensed Product on which royalties are paid in a given calendar year. By way of example, in a given calendar year, if the aggregate annual Net Sales for a Licensed Product for which royalties are due under this Section were $[***], the following royalty payment would be payable (subject to all reductions set forth in this Agreement): ([***] % x $[***]) + ([***]% x $[***]) = $[***].

6. In the event Licensee has granted Sublicenses permitted under this Agreement Licensee shall pay to CMCC the following percentages of all Non-Royalty Sublicensing Income:

(i) [***]% if [***];

(ii) [***]% if [***]; and

(iii) [***]% If [***].

B. No multiple royalties shall be payable because any Licensed Product or Licensed Process, its manufacture, use, lease or sale are, or shall be, covered by more than one patent or patent application of the Patent Rights licensed under this Agreement.

C. For purposes of calculating royalties, in the event that a Licensed Product includes both component(s) covered by a claim of a Patent Right ("Patented Component") and a component which is diagnostically useable or therapeutically active alone or in a combination which does not require the Patented Component, and such component is not covered by a claim of a Patent Right ("Unpatented Component"), then Net Sales of the Combination Product or Combination Process shall be calculated using one of the following methods:

1. By multiplying the Net Sales of the Combination Product or Combination Process during the applicable royalty accounting period ("accounting period") by a fraction, the numerator of which is the aggregate gross selling price of the Patented Component(s) contained in the Combination Product or Combination Process if sold separately, and the denominator of which is the sum of the gross selling price of both

the Patented Components) and the Unpatented Component(s) contained in the Combination Product or Combination Process if sold separately; or

2. In the event that no such separate sales are made of the Patented Component(s) or the Unpatented Components during the applicable accounting period, Net Sales for purposes of determining royalties payable hereunder shall be calculated by multiplying the Net Sales of the Combination Product or Combination Process by a fraction, the numerator of which is the fully allocated production cost of the Patented Component(s) and the denominator of which is the sum of the fully allocated production costs of the Patented Components) and the Unpatented Component(s) contained in the Combination Product or Combination Process. Such fully allocated costs shall be determined by using Licensee's standard accounting procedures, which procedures must conform to standard cost accounting procedures.

D. All payments shall be paid in United States dollars in Boston, Massachusetts, or at such other place as CMCC may reasonably designate consistent with the laws and regulations controlling In any foreign country. If the currency conversion shall be required in connection with the payments of royalties or other amounts hereunder, the conversion shall be made by using the exchange rate prevailing In the east coast edition of the Wall Street Journal on the last business day of the calendar quarterly reporting period to which such royalty payments relate.

E. Payment of royalties specified in Paragraph A, Sections 5 and 6 of this Article IV shall be made by Licensee to CMCC within forty-five (45) days after March 31, June 30, September 30 and December 31 each year during the Term of this Agreement covering the quantity of Licensed Products sold by Licensee during the preceding calendar quarter. The last such payment shall be made within forty-five (45) days after termination of this Agreement. The royalty payments set forth in this Agreement shall, if overdue, bear interest until payment at a per annum rate of two percent (2%) above the prime rate as reported in the Wall Street Journal eastern edition on the due date. The payment of such interest shall not foreclose CMCC from exercising any other rights it may have as a consequence of the lateness of any payment.

ARTICLE V. REPORTS, RECORDS AND RELATED MATTERS

A. Licensee shall keep, and shall require its Affiliates and Sublicensees as a condition of such Sublicense to keep, full, true and accurate books and records, including books of account in accordance with generally accepted accounting principles, In sufficient detail to enable CMCC to determine Licensee's compliance with this Agreement, including diligence with respect to development, and the royalty and other amounts payable to CMCC under this Agreement. Said books and records, including books of account in accordance with generally accepted accounting principles, shall be kept at each of the aforementioned relevant party's principal place of business or the principal place of business of the appropriate division of such relevant party to which this Agreement relates. Said books and the supporting data shall be retained for at least five (5) years following the end of the calendar year to which they pertain.

B. CMCC shall have the right to inspect, copy and audit, on fifteen (15) days' notice, the books and records described above from time to time to verify the reports provided for herein or compliance In other respects with this Agreement. CMCC or its agents shall perform such inspection, copying and auditing at CMCC's expense during Licensee's regular business hours, if such audit reveals an underpayment of greater than five percent (5%), Licensee shall bear the full out-of-pocket expenses of such audit and shall remit any amounts due to CMCC within thirty (30) days of receiving notice thereof from CMCC. If such audit reveals an overpayment, Licensee may take such overpayment as a credit under this Agreement.

C. Until the later of First Commercial Sale of a Licensed Product or the last development milestone, Licensee shall provide to CMCC at least sixty (60) days after the end of each calendar year an annual report detailing the activities of Licensee, its Affiliates, and Sublicensees relative to achieving the objectives set forth in the Development Plan, including but not limited to, reports of financial expenditures to achieve said objectives; research and development activities; names, addresses and actions of all Sublicensees and Affiliates; the progress of obtaining regulatory approvals, with appropriate documentation [***]. Licensee shall also report on its progress under the Development Plan more frequently, but no more than quarterly, at CMCC's written request. CMCC agrees that Development Plans and Progress Reports provided to CMCC shall be

considered Confidential Information, and shall be subject to the provisions contained in Article VI.

D. After First Commercial Sale, within sixty (60) days after the end of each calendar quarter, Licensee shall deliver to CMCC, at Licensee's expense, true and accurate reports for the said preceding quarter, giving such particulars of the business conducted by Licensee, its Affiliates and Its Sublicensees under this Agreement as shall be pertinent to CMCC determining compliance with this Agreement, including a royalty accounting hereunder and to verify Licensee's activities with respect to achieving the objectives of the Development Plan described in Article III above. These reports shall, at CMCC's request, be provided by Licensee in an electronic or other format compatible with CMCC's data processing and/or license management systems. Reports shall include at least the following:

1. Number of Licensed Products and Licensed Processes manufactured and sold.

2. Number of Licensed Products sold to Boston Children's Hospital.

3. Total Net Sales for Licensed Products and Licensed Processes sold, by country.

4. Accounting for all Licensed Products and Licensed Processes sold.

5. Applicable deductions.

6. Total royalties payable to CMCC.

7. Names and addresses of all Sublicensees.

8. Payments received by Licensee from Affiliates and Sublicensees.

9. Royalties and Fees received from Affiliates and Sublicensees.

E. On or before the ninetieth (90th) day following the close of Licensee's fiscal year, or at such later time as made available to the Licensee's investors, Licensee shall provide CMCC with Licensee's certified financial statements for the preceding fiscal year, including without limitation all statements reflecting profits and losses from operations, cash balances, and any management letter. When the Licensee first becomes subject

to the periodic reporting requirements of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended, instead of providing the foregoing, Licensee will provide its Form 10-Q and Form 10-K reports to CMCC promptly after becoming publicly available.

F. Licensee acknowledges that policies of CMCC, Harvard Medical School and affiliated organizations, relating to, *inter alia*, conflicts of interest and intellectual property, may affect certain direct and indirect arrangements between inventors and Licensee or related organizations. During the Term of this Agreement, Licensee shall notify CMCC in writing at least thirty (30) days before Licensee, or any Affiliate, or any organization owned, controlled or influenced by an officer or director of Licensee, enters into any agreement other than this Agreement with or involving Dr. Timothy Springer, Dr. Leonard Zon, or members of their laboratories that Licensee knows are employed by CMCC, whether relating to sponsored research, consulting, board membership, securities, or otherwise. Licensee's notice to CMCC shall Include a detailed description of all proposed terms and conditions. Licensee shall not enter Into such an agreement if it would violate such policies unless the terms and conditions of the agreement have been duly approved pursuant to such policies.

ARTICLE VI. CONFIDENTIALITY

A. Each Party agrees, during the Term and for five (5) years after termination of this Agreement to maintain the confidentiality of the confidential Information of the other Party. "Confidential Information" shall mean (1) information acquired by Licensee pursuant to Article II Paragraph F (2) information disclosed to CMCC pursuant to Article III Paragraphs B, C and Article V Paragraphs C, D, and E, or (3) other information relevant to this Agreement that the disclosing Party marks as confidential upon disclosure to the receiving Party. The Parties agree not to disclose the other Party's Confidential Information to any third-party without the prior written consent of such other Party, and to use such Confidential Information only as necessary to fulfill its obligations, or comply with any laws or in the reasonable exercise of rights granted to it under this Agreement. Furthermore, either Party may disclose Confidential Information of the other Party to (a) its Affiliates, and to its and their directors, employees, consultants, and agents in each case who have a specific need to know such Confidential Information

and who are bound by a like obligation of confidentiality and restriction on use, or (b) to the extent such disclosure is required to comply with applicable law or regulation or the order of a court of competent jurisdiction, to defend or prosecute litigation or to comply with the rules of the U.S. Securities and Exchange Commission, any stock exchange or listing entity; provided, however, that the receiving Party provides prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid or minimize the degree of such disclosure. Notwithstanding any other provision of this Agreement, each Party may disclose and use Confidential Information of the other Party as necessary to file or prosecute patent applications, prosecute or defend litigation or otherwise establish rights or enforce obligations under this Agreement, or to submit regulatory filings. Similarly, notwithstanding any other term of this Agreement, and in addition to (a) and (b) of this Paragraph A, CMCC shall have the right to disclose the nature, terms and copy of the Agreement to oversight bodies of CMCC, such as the Institutional review board or conflicts of interest committee, and to disclose the nature of this Agreement (without including financial terms of the license but Including reasonable detail about its overall structure, business goats and status of active clinical trials) in organizational communications, such as the Annual Report of the Technology and Innovation Development Office, and publications of the Office of Public Affairs (not to be construed as press releases). However Confidential information does not include any portion of the Confidential information which:

(i) at the time of disclosure is in the public domain;

(ii) after disclosure hereunder enters the public domain, except through breach of this Agreement by the receiving Party;

(iii) the receiving Party can demonstrate was in the receiving Party's possession prior to the time of disclosure by or on behalf of the disclosing Party hereunder, and was not acquired directly or Indirectly from the disclosing Party;

(iv) becomes available to the receiving Party from a third-party which, to the knowledge of the receiving Party, is not legally prohibited from disclosing such Confidential Information; or

(v) the receiving Party can demonstrate was developed by or for the receiving Party independently of the disclosure of Confidential Information by the disclosing Party or its Affiliates.

B. Licensee and CMCC agree that the confidentiality obligations hereunder shall require that each Party use confidentiality procedures and practices as each would use for its own confidential records.

C. Licensee agrees that nothing herein shall prevent CMCC from disclosing or publishing CMCC information, or create any legal liability for doing so.

ARTICLE VII. PATENT PROSECUTION

A. Licensee shall be responsible for applying for, seeking issuance of, and maintaining during the Term the Patent Rights set forth in Appendix 1. The prosecution, filing and maintenance of all Patent Rights applications and patents shall be the primary responsibility of Licensee, except that CMCC shall have reasonable opportunities to review and advise Licensee, Including with respect to the narrowing of claims that affect CMCC's ownership interest, prior to any response or action submitted to any patent office. However, Licensee shall not narrow claims that affect CMCC's ownership interest without the prior written consent of CMCC, which consent shall not be unreasonably withheld, conditioned or delayed (it being understood that CMCC may reasonably condition its consent). CMCC shall reasonably cooperate with Licensee in the preparation, filing, prosecution and maintenance of the Patent Rights. Licensee shall instruct its counsel to copy CMCC on all patent application and patent related correspondence.

B. Licensee shall be responsible for, and shall bear all costs and expenses for the preparation, filing, prosecution and maintenance of patents underlying the Patent Rights. If Licensee elects for such Patent Rights: (i) to no longer pay the expenses of a patent application or patent in a given portion of the Territory, or (ii) decides to no longer pursue, maintain or retain a particular Patent Right in a given portion of the Territory, (each of (i) and (ii), a "Dropped Patent Right") Licensee shall notify CMCC in writing not less than sixty (60) days prior to such action and shall thereby surrender its exclusive rights under such Dropped Patent Right. Such notice shall not relieve Licensee from

responsibility to pay for Dropped Patent Right related expenses incurred prior to the expiration of the sixty (60) day notice period (or such longer period specified in Licensee's notice).

CMCC shall have the right to assume the filing, prosecution and/or maintenance of such Dropped Patent Right at CMCC's expense, and with respect to jointly owned rights, in the names of both CMCC and Licensee, and Licensee's license under this Agreement to such Dropped Patent Right will immediately cease. At CMCC's request, Licensee will discuss with CMCC entering into an agreement regarding any such Dropped Patent Right (which could include assignment of Licensee's interest in such Dropped Patent Right to CMCC for present and future payments to Licensee), but neither Party is hereby obligated to enter into any such agreement.

ARTICLE VIII. INFRINGEMENT

A. Licensee and CMCC shall each inform the other promptly in writing of any alleged infringement by a third-party of the Patent Rights in the Field of Use within the scope of this Agreement and of any available evidence thereof.

B. Licensee will have the obligation, at its own costs and expense, to defend from challenges the Patent Rights (other than Dropped Patent Rights) throughout the Territory with respect to the Field of Use (subject to consultation with CMCC on strategy, filings and selection and use of outside counsel), provided that Licensee will not settle or compromise any claim without the prior approval of CMCC, which may not be withheld, conditioned or delayed unreasonably (it being understood that CMCC may reasonably condition its consent), and will not make any admission as to CMCC without the prior approval of CMCC, which approval may not be withheld, conditioned or delayed unreasonably (it being understood that CMCC may reasonably condition Its consent). During the Term, Licensee shall have the first right, to prosecute at its own expense any infringement of the Patent Rights and, in furtherance of such right, Licensee hereby agrees that CMCC may join Licensee as a party plaintiff in any such suit at its own expense, provided that CMCC shall join Licensee as a party plaintiff in any such suit upon the request of Licensee. However, Licensee's right to bring such first infringement action shall remain in effect only for so long as the license granted hereunder remains

exclusive. Prior to commencing any such action, Licensee shall consult with CMCC and shall consider the views of CMCC regarding the advisability of the proposed action including but not limited to whether such alleged infringer is an academic or non-profit third party and its effect on the public interest. No settlement, consent judgment or other voluntary final disposition of the suit may be entered into without the consent of CMCC, which consent shall not be unreasonably withheld, conditioned, or delayed (it being understood that CMCC may reasonably condition its consent). Licensee shall indemnify CMCC against any order for costs that may be made against CMCC In such proceedings. Any recovery or damages for past infringement derived therefrom will first be applied to CMCC and Licensee's expenses, including reasonable attorneys' fees, in connection therewith, and any balance remaining then will be divided [***] percent ([***]%) to Licensee and [***] percent ([***]%) to CMCC.

C. If within twelve (12) months after having been notified of any alleged infringement, Licensee shall have been unsuccessful in persuading the alleged infringer to desist and shall not have brought and shall not be diligently prosecuting an infringement action, or if Licensee shall notify CMCC of its intention not to bring suit against any alleged infringer then, CMCC shall have the right, but shall not be obligated, to prosecute at its own expense any infringement of the Patent Rights.

D. in the event CMCC shall undertake the enforcement and/or defense of the Patent Rights by litigation pursuant to Paragraph C of this Article VIII, any recovery of damages by CMCC for each such suit shall be applied first in satisfaction of any unreimbursed expenses, Including reasonable attorneys' fees of the Licensee and CMCC relating to such suit. Any balance remaining will then be divided [***] percent ([***]%) to CMCC and [***] percent ([***]%) to Licensee.

E. In the event that a declaratory judgment action alleging invalidity or non-infringement of any of the Patent Rights shall be brought against Licensee, CMCC, at its option, shall have the right, within thirty (30) days after commencement of such action, to intervene and participate In the defense of the action at its own expense.

F. In any infringement suit which either Party may institute to enforce the Patent Rights pursuant to this Agreement, the other Party hereto shall cooperate in all reasonable

respects and, to the extent reasonably possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

G. Licensee shall during the exclusive period of this Agreement have the sole right subject to the terms and conditions hereof to sublicense any alleged infringer for future use of the Patent Rights to the extent licensed by this Agreement. Any upfront fees paid to Licensee as part of such a sublicense shall be shared between Licensee and CMCC as Non-Royalty Sublicensing Income under this Agreement.

ARTICLE IX. UNIFORM INDEMNIFICATION AND INSURANCE PROVISIONS

A. Licensee shall indemnify, defend and hold harmless CMCC, its corporate affiliates, current or future directors, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of any theory of product liability (including, but not limited to, actions in the form of tort, warranty, or strict liability) concerning any product, process or service made, used or sold pursuant to any right or license granted under this Agreement.

B. Licensee's indemnification under Article IX, Paragraph A above shall not apply to any liability, damage, loss or expense to the extent that it is directly attributable to the negligent activities, reckless misconduct or intentional misconduct of the Indemnitees.

C. Intentionally omitted.

D. Licensee agrees, at its own expense, to provide attorneys reasonably acceptable to CMCC to defend against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.

E. Beginning at the time as any such product, process or service is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by Licensee or by a Sublicensee, Affiliate or agent of Licensee, Licensee shall, at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than $2,000,000 per incident and $2,000,000 annual aggregate and naming the Indemnitees as additional Insureds. Such commercial general liability Insurance shall provide (i) product liability coverage and (ii) contractual liability coverage for Licensee's indemnification under Article IX, Paragraphs A through D of this Agreement. If Licensee elects to self-insure all or part of the limits described above(Including deductibles or retentions which are in excess of $250,000 annual aggregate), such self-insurance program must be acceptable to CMCC and the Risk Management Foundation of the Harvard Medical Institutions, Inc. The minimum amount of insurance coverage required under this Article IX, Paragraph E, shall not be construed to create a limit of Licensee's liability with respect to its indemnification under Article IX, Paragraphs A through D of this Agreement.

F. Licensee shall provide CMCC with written evidence of such insurance upon request of CMCC. Licensee shall provide CMCC with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance. Notwithstanding any other term of this Agreement, if Licensee does not obtain replacement insurance providing comparable coverage within such fifteen (15) day period, CMCC shall have the right to terminate this Agreement effective at the end of such fifteen (15) day period without notice of any additional waiting periods.

G. Licensee shall maintain such commercial general liability insurance during (i) the period that any such product, process or service is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by Licensee or by a Sublicensee, Affiliate or agent of Licensee and (ii) a reasonable period after the period referred to above, which in no event shall be less than fifteen (15) years.

H. The provisions of this Article IX shall survive expiration or termination of this Agreement.

I. EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH IN THIS AGREEMENT, CMCC MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT

LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT, WITH RESPECT TO ANY MATTER WITHIN THE SCOPE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO THE PATENT RIGHTS, LICENSED PRODUCTS, OR ANY PATENT, TRADEMARK, SOFTWARE, TRADE SECRET, TANGIBLE RESEARCH PROPERTY, INFORMATION OR DATA LICENSED OR OTHERWISE PROVIDED TO LICENSEE HEREUNDER, AND HEREBY DISCLAIMS THE SAME.

J. EXCEPT FOR LICENSEE'S INDEMNITY OBLIGATIONS UNDER PARAGRAPHS A AND E OF THIS ARTICLE IX, IN NO EVENT SHALL ANY PARTY, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES FACULTY, STUDENTS, MEDICAL AND PROFESSIONAL STAFF. AGENTS AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER SUCH PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

ARTICLE X. REPRESENTATIONS

A. Each Party hereby represents to the other Party as follows:

1. In the case of Licensee it is a limited liability company and in the case of CMCC it Is a charitable corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated or formed as the case may be, and has full limited liability company, corporate or other power and authority and the legal right to own or license and operate its property and assets and to carry on its business as It is now being conducted and as contemplated in this Agreement.

2. This Agreement has been duly executed and delivered on behalf of such Party, by signatories duly authorized to enter Into this Agreement.

B. To the best knowledge of TIDO;

1. As of the Effective Date, CMCC is the owner of all of its right, title and interest in and to the Patent Rights.

2. As of the Effective Date, TIDO has no knowledge of any activities by third-parties that would constitute infringement or misappropriation of the Patent Rights within the Field of Use.

3. As of the Effective Date, CMCC has not licensed, or optioned, any of its right, title and interest in and to the Patent Rights to any third party, or has entered into a sponsored research agreement or other written agreement to grant any such license or option.

ARTICLE XI. COMPLIANCE WITH LAWS; EXPORT CONTROLS

A. Licensee shall comply with all applicable laws and regulations, including, without limitation, statutes and regulations affecting drug testing, development, marketing and distribution; laws and implementing regulations of the Department of Commerce governing intellectual property in federally-funded inventions; and Export Administration Regulations of the United States Department of Commerce issued pursuant to the Export Administration Act of 1979 (50 App, U.S.C. §2401 et. seq.). Licensee understands and acknowledges that transfer of certain technical data, computer software, laboratory prototypes and other commodities is subject to United States laws and regulations controlling their export, some of which prohibit or require a license for the export of certain types of technical data, to certain specified countries. CMCC neither represents that a license shall not be required, nor that if required, it shall be issued. Licensee hereby represents and warrants that it will comply with all United States laws and regulations, and any applicable similar laws and regulations of any other country, controlling the export of commodities and technical data, that it will be solely responsible for any violation of such by Licensee and/or its Affiliates and/or Sublicensees, and that it will defend and hold CMCC and its Affiliates and their officers, directors, employees, agents, and medical staff harmless in the event of any legal action of any nature occasioned by such violation, and any action by any governmental agency or authority, or any other party, relating to any asserted illegality or regulatory violation in

the development, production, approval, marketing, sale, storage, manufacture, distribution, export or commercialization of Licensed Products or Licensed Processes.

B. It is the intention of the Parties hereto to comply with all applicable laws, rules, and regulations, including (i) the federal anti-kickback statute (42 U.S.C. §1320a-7b) and related safe harbor regulations, and (ii) the Limitation Certain Physician Referrals (42 U.S.C. §1395nn, the "Stark Law"). Accordingly, the Parties agree and acknowledge that no consideration received under this Agreement is, or is intended to be, a prohibited payment for the recommending or arranging for the referral of business or ordering of Items or services, nor is any such consideration intended to induce illegal referrals of business.

ARTICLE XII. NON-USE OF NAMES

A. Licensee will not use the name, names, logos or trademarks of CMCC or any CMCC Affiliates, nor the name or photograph or other depletion of any employee or member of the staff of CMCC or such Affiliates, nor any adaptation of any of the foregoing, in any advertising, promotional, or sales literature without, in each case, prior written consent from CMCC and from the individual staff member, employee, or student if such individual's name, photograph or depiction is used. Notwithstanding the above, Licensee may state that it is licensed by CMCC under one or more patents and/or applications consistent with this Agreement, and Licensee may comply with disclosure requirements of all applicable laws relating to its business, including United States and state security laws. In addition, Licensee may refer to publications by employees of CMCC in the scientific literature.

ARTICLE XIII. ASSIGNMENT

CMCC may assign this Agreement at any time without the prior consent of Licensee-Except as otherwise provided herein, this Agreement is not assignable or delegable, in whole or in part, by Licensee without the prior written consent of CMCC acting through an authorized designee, and any purported assignment otherwise shall be void and of no effect. Notwithstanding the foregoing, in the event Licensee merges with another entity, is acquired by another entity, or sells all or substantially all of its assets to another entity, Licensee may assign its rights and obligations hereunder to the surviving or acquiring entity if: (i) [***]; (ii)

[***]; (iii) [***] and (iv) [***]; (a) reaffirmation of the terms of this Agreement; (b) an agreement to be bound by the terms of this Agreement; and (c) an agreement to perform the obligations of Licensee under this Agreement and (d) details satisfactory to CMCC concerning subparagraph (ii)-(iii) of this Article XIII.

ARTICLE XIV. DISPUTE RESOLUTION AND ARBITRATION

A. Any and all claims, disputes or controversies arising under, out of, or in connection with this Agreement, which have not been resolved by good faith negotiations between the Parties shall be resolved by final and binding arbitration in Boston, Massachusetts, in accordance with the rules then obtaining applicable to the appointment of a single arbitrator of the American Health Lawyers Association, or In the event such arbitration is not then available under those rules, the rules of the American Arbitration Association ("AAA"). All expenses and costs of the arbitrators and the arbitration in connection therewith will be shared equally, except that each Party will bear the costs of its prosecution and defense, including without limitation attorneys' fees and the production of witnesses and other evidence. Any award rendered in such arbitration shall be final and may be enforced by either Party.

B. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any rights or timely performance of any obligations existing under this Agreement, including without limitation Licensee's obligations to make royalty and other payments, and also, unless CMCC has terminated the Agreement, Licensee's obligation to continue due diligence and development obligations. Notwithstanding any other provision of this Agreement, Licensee agrees that it shall not withhold or offset such payments, and agrees that Licensee's sole remedy for alleged breaches by CMCC Is pursuant to this Article XIV.

C. Notwithstanding any other term of this Agreement, prior arbitration shall not be required, nor shall any arbitrator have the power to enjoin, notice of termination or effective termination of the license by CMCC pursuant to Paragraphs B or C of Article XV of this Agreement. Licensee may challenge any such termination and seek reinstatement of this Agreement as a remedy if such termination is found to be improper.

ARTICLE XV. TERM AND TERMINATION

A. The term of this Agreement shall commence on the Effective Date and shall remain in effect until the expiration of the last expiring Patent Right ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

B. Notwithstanding Article XIV of this Agreement, CMCC may terminate this Agreement immediately upon (1) the bankruptcy, legal insolvency, liquidation, dissolution or cessation of operations of Licensee; or the filing of any voluntary petition for bankruptcy, dissolution, liquidation or winding-up of the affairs of Licensee; or any assignment by Licensee for the benefit of creditors; or the filing of any involuntary petition for bankruptcy, dissolution, liquidation or winding-up of the affairs of Licensee which is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (2) upon any final judicial or administrative determination that this Agreement violates, or if continued would violate, in a substantial manner, any provision of the Federal Internal Revenue Code, applicable rights of the United States or obligations of CMCC under Title 15 of the United States Code, or other Federal or State laws applicable to CMCC; or (3) in the circumstances providing for termination described in Article III of this Agreement.

C. CMCC may terminate this Agreement upon thirty (30) days prior written notice in the event of Licensee's failure to pay to CMCC royalties and other payments due and payable hereunder in a timely manner, unless Licensee shall make all such payments to CMCC within said thirty (30) day period. Notwithstanding Article XIV of this Agreement, upon the expiration of the thirty (30) day period, if Licensee shall not have made all such payments to CMCC, the rights, privileges and licenses granted hereunder shall terminate without further action by CMCC.

D. Except as otherwise provided In Paragraphs B and C above and notwithstanding Article XIV of this Agreement, in the event that Licensee shall default in the performance of any obligations under this Agreement, and the default has not been remedied to CMCC's satisfaction within sixty (60) days after the date of notice in writing of such default, CMCC may by written notice to Licensee terminate this Agreement effective immediately or upon such date as CMCC, in its sole discretion, shall designate in such notice,

E. Notwithstanding Article XIV of this Agreement, CMCC may terminate this Agreement upon thirty (30) days written notice to Licensee if Licensee or Licensee's Affiliates

challenge or seek to challenge the validity of any Patent Right licensed hereunder. The immediately preceding sentence shall apply to a Sublicensee and Its Affiliates (as well as Licensee and its Affiliates), but only if Licensee is able to obtain from such Sublicensee a similar "no challenge" provision for patent rights of Licensee licensed to such Sublicensee.

F. Licensee shall have the right to terminate this Agreement at any time upon three (3) months' prior written notice to CMCC, upon payment by Licensee of all amounts due CMCC through the effective date of termination.

G. Upon termination of this Agreement for any reason, nothing herein shall be construed to release either Party from any obligation that matured prior to the effective date of such termination.

H. If Licensee terminates this Agreement, Licensee shall make available to CMCC, for purposes of its evaluation of the future viability of the technology, a summary of its results and progress under the Development Plan made in connection with the decision to terminate development.

ARTICLE XVI. PAYMENTS, NOTICES, AND OTHER COMMUNICATIONS

All notices, reports and/or other communications made In accordance with this Agreement shall be sufficiently made or given if delivered by hand, delivered by facsimile (with mechanical confirmation of transmission), or sent by overnight receipted mail, postage prepaid, or by reasonable, customary and reliable commercial overnight carrier in general usage, and addressed as follows:

In the case of CMCC:

Executive Director
Technology & Innovation Development Office
Boston Children's Hospital
300 Longwood Avenue
Boston, MA 02115

Payments shall be transmitted by reliable means to the same addressee, payable to Boston Children's Hospital.

In the case of Licensee:

Chief Executive Officer
Scholar Rock, Inc.
300 Third Street, 4th Floor
Cambridge, MA 02142

or such other address as either Party shall notify the other in writing. **NOTICE SHALL BE EFFECTIVE UPON RECEIPT**.

ARTICLE XVII. GENERAL PROVISIONS

A. All rights and remedies hereunder will be cumulative and not alternative. This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts without regard for any principle for the conflict of laws.

B. This Agreement may be amended only by written agreement signed by the Parties.

C. It is expressly agreed by the Parties hereto that CMCC and Licensee are independent contractors and nothing in this Agreement is intended to create an employer relationship, joint venture, or partnership between the Parties. No Party has the authority to bind the other.

D. Intentionally omitted.

E. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all proposals, representations, negotiations, agreements and other communications between the Parties, whether written or oral, with respect to the subject matter hereof. Where inconsistent with the terms of any contemporaneous related agreements (such as sponsored research agreements), terms in this Agreement shall control.

F. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be Impaired thereby.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature, appears thereon, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed by facsimile or other form of electronic transmission, including pdf.

H. The failure of either Party to assert a right to which it is entitled, or to insist upon compliance with any term or condition of this Agreement, shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

I. Licensee agrees to mark any Licensed Products sold in the United States with all applicable United States patent numbers. Licensed Products shipped to or sold in other countries shall be marked In such a manner as to conform with the patent laws and practices of the country of manufacture or sale.

J. Each Party hereto agrees to execute, acknowledge and deliver such further instruments as may be necessary or reasonably appropriate to carry out the purposes and intent of this Agreement.

K. The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

[remainder of this page Intentionally left blank]

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1933, AS AMENDED.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

CHILDREN'S MEDICAL CENTER CORPORATION		SCHOLAR ROCK, INC.	
By:	_____	By:	_____
Name:	_____	Name:	Nagesh Mahanthappa
Title:	_____	Title:	President and CEO
Date:	_____	Date:	_____

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1933, AS AMENDED.

APPENDIX 1
Patent Rights

1. [***].

2. [***].

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1933, AS AMENDED.

APPENDIX 2
Development Plan

[***]

October 10, 2012

BY EMAIL

Nagesh Mahanthappa
7 Old Dee Road
Cambridge, MA 02138

Re: Employment Agreement

Dear Nagesh:

On behalf of Scholar Rock, LLC (the "Company"), I am pleased to offer you the position of the Company's President and Chief Executive Officer ("CEO"). The terms and conditions of your employment are set forth below.

1. **Position**. As CEO and President of the Company, you will report to the Company's Board of Directors (the "Board"). This is a full-time position. During your employment, you also shall serve as a member of the Board. By signing this Agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would or may prohibit you from performing your duties for the Company. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) including board service, unless otherwise approved in writing the Board, *provided* that, you may engage in (a) religious, charitable, or other community activities and (b) limited activities relating to the transition of your responsibilities with your former employer, Celgene Corporation, as may be required from time to time, so long as such services or activities do not interfere or conflict with your obligations to the Company.

2. **Start Date.** Your employment as CEO and President will begin on October 1, 2012, unless another date is mutually agreed upon by you and the Company. For purposes of this Agreement, the actual first day of your employment as CEO and President will be referred to as the "Start Date."

3. **Salary.** Commencing on March 1, 2013, the Company will pay you a salary at the rate of $300,000 per year, payable in accordance with the Company's standard payroll schedule and subject to applicable deductions and withholdings. Your salary will be subject to annual review and adjustments in accordance with Company's standard review policies and at the Company's discretion. From October 1, 2012 through February 28, 2013, the Company will pay you a salary of $500 per week.

4. **Bonus Compensation.** For your first twelve months of employment after the Start Date, no bonus will paid. After that first 12-month period, you will be considered annually for a bonus (prorated for the remainder of the calendar year 2013 after that 12-month period expires). The amount of any bonus actually awarded will be determined by the Board (or by a designated Board committee)) in its discretion after consultation with you, based on its assessment of your performance and that of the Company against goals established annually by the Board (or such committee). You must be employed on the date that a bonus is paid to earn that bonus.

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5. **Equity.** In connection with the commencement of your role as CEO and President, the Board will grant to you 750,000 Voting Incentive Units (the "CEO Grant"), subject to the terms and conditions set forth in the Operating Agreement of Scholar Rock, LLC, dated as of October [ ], 2012 and as amended or restated (the "Operating Agreement"), a complete copy of which has been furnished by the Company to you. The Voting Incentive Units (as defined in the Operating Agreement) underlying the CEO Grant will be issued with a Strike Price (as defined in the Operating Agreement) equal to the then existing aggregate fair market value of the Company on the date of issuance, determined in accordance with the Operating Agreement. The CEO Grant will be made as soon as practical after the date hereof. Except as noted below and in Section 7, the CEO Grant will vest over five (5) years, with a vesting start date of August 1, 2012, at the rate of 1/60 for each month that the Consultant continues to provides services to the Company under this Agreement until after five (5) full years when the CEO Grant will be fully vested. Notwithstanding the foregoing, fifty percent (50%) of the unvested Voting Incentive Units subject to the CEO Grant will accelerate and become vested effective as of the date of a Sale Event by vesting fifty percent (50%) of each monthly tranche not yet vested (as opposed to shortening such five-year vesting period).

6. **Benefits/Vacation.** You will be eligible to participate in the employee benefits and insurance programs when generally made available to its full-time employees. For the period of time from March 1, 2013 until you are able to join the Company's health insurance plan, the Company will reimburse you for your monthly COBRA payments beginning with March 1, 2013 (and pro-rated for any partial month), such monthly payment not to exceed $2,500. Details of these benefits programs, including mandatory employee contributions, and, if applicable, waiting periods, will be made available to you when you start or as they become available. You will be entitled to earn up to three (3) weeks of vacation per year, in addition to holidays observed by the Company.

7. **At-will Employment, Accrued Obligations; Severance.** Your employment is "at will," meaning you or the Company may terminate it at any time for any or no reason. In the event of the termination of your employment for any reason, the Company will pay you the Accrued Obligations, defined as (1) your base salary through the date of termination, (2) an amount equal to the value of your accrued unused vacation days, (3) the amount of any expenses properly incurred by you on behalf of the Company prior to any such termination and not yet reimbursed, and (4) any accrued benefits pursuant to the terms and conditions of the applicable benefit plans. In addition, in the event the Company terminates your employment without Cause or you resign for Good Reason, the Company will provide you with the following termination benefits (the "Termination Benefits"):

(i) continuation of your base salary for the Severance Period at the salary rate then in effect ("Salary Continuation Payments") (solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each Salary Continuation Payment is considered a separate payment); provided that in the event that you commence any employment or self employment during the Severance Period, the remaining amount of Salary Continuation Payments due pursuant to this Section 7(i) for the period from the commencement of such employment or self employment to the end of the Severance Period will be reduced after the first three (3) months of the Severance Period (but not before)

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dollar-for-dollar by the amount received for such employment or self employment; and provided further, the foregoing proviso regarding any reduction of Salary Continuation Payments (along with the immediately following sentence) shall terminate and be of no force or effect if your date of termination occurs after the date of a Sale Event. You will give prompt notice of the date of commencement of any employment or self employment during the Severance Period and will respond promptly to any reasonable inquiries concerning any employment or self employment in which you engage during the Severance Period;

(ii) continuation of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), with the cost of the regular premium for such benefits shared in the same relative proportion by the Company and you as in effect on the date of termination until the earlier of (i) the end of the Severance Period; and (ii) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA; and

(iii) If the date of termination occurs within the eighteen (18) month period immediately following a Sale Event, 100% of the then unvested CEO Grant will accelerate and will become vested effective as of the date of termination.

Notwithstanding anything to the contrary in this Agreement, you will not be entitled to any Termination Benefits unless you first (i) enter into, do not revoke, and comply with the terms of the Release and Waiver of Claims attached hereto as Exhibit B (the "Release"); (ii) resign from any and all positions, including, without implication of limitation, as a director, trustee, and officer, that you then hold with the Company and any Affiliate; and (iii) return all Company property and comply with any instructions related to deleting and purging duplicates of such Company property. The Salary Continuation Payments will commence within sixty (60) days after the date of termination and will be made on the Company's regular payroll dates; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Salary Continuation Payments will begin to be paid in the second calendar

year. In the event you miss a regular payroll period between the date of termination and first Salary Continuation Payment, the first Salary Continuation Payment will include a "catch up" payment.

8. **Confidential Information and Restricted Activities.**

As a material condition of this Agreement, you agree to execute and abide by the Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, attached hereto as Exhibit A, the terms of which are incorporated by reference herein.

9. **Definitions.** For purposes of this Agreement:

"Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise.

"Cause" means any of the following: (i) dishonesty, embezzlement, misappropriation of assets or property of the Company; (ii) gross negligence, misconduct, neglect of duties, theft, fraud, or breach of fiduciary duty to the Company; (iii) violation of federal or state securities laws; (iv) breach of an employment, consulting or other agreement with the Company, which results in material harm to the Company; (v) the conviction of a felony, or any crime involving moral turpitude, including a plea of guilty or *nolo contendre*; or (vi) your willful failure or refusal to substantially perform your material duties and responsibilities hereunder, which is not cured by you within the thirty (30) day period following your receipt of written notice from the Company, which notice must describe in reasonable detail the grounds for the Company's assertion that you have failed or refused to perform your duties and responsibilities.

"Good Reason" means that you have complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following actions undertaken by the Company without your express prior written consent: (i) the material diminution in your duties, responsibilities, authority and function; (ii) a material reduction in your base salary, provided, however, that Good Reason will not be deemed to have occurred in the event of a reduction in your base salary that is pursuant to a salary reduction program affecting all of the senior level employees of the Company and that does not adversely affect you to a greater extent than other similarly situated employees; (iii) a material breach by the Company of a material term of this Agreement or any other written agreement between you and the Company; or (iv) a material change in the geographic location at which you must regularly report to work and perform services, except for required travel on the Company's business. "Good Reason Process" means that (1) you have reasonably determined in good faith that a "Good Reason" condition has occurred; (2) you have notified the Company in writing of the first occurrence of the Good Reason condition within ninety (90) days of the first occurrence of such condition; (3) you have cooperated in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (4) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) you terminate your employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason will be deemed not to have occurred.

"Sale Event" means the consummation of (i) the dissolution or liquidation of the Company, (ii) the sale of all or substantially all of the assets of the Company and its Affiliates on a consolidated basis to an unrelated person or entity, or (iii) a merger or consolidation in which the outstanding membership units of the Company are converted into or exchanged for securities of the successor entity and the holders of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of such transaction (taking into account only ownership interests resulting from pre-transaction interests in the Company).

"Severance Period" means a period immediately following the effective date of the termination of your employment with the Company of (i) six (6) successive months plus (ii) one (1) additional successive month for each full year of service to the Company completed by you pursuant to this Agreement (measuring from the Start Date), up to a maximum aggregate Post Termination Period of twelve (12) total months.

10. **Taxes; Section 409A.** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You hereby acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or the Board related to tax liabilities arising from your compensation. Anything in this Agreement to the contrary notwithstanding, if at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that you becomes entitled to under this Agreement on account of your separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment will not be payable and such benefit will not be provided until the date that is the earlier of (A) six (6) months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment will include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments will be payable in accordance with their original schedule. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement will be provided by the Company or incurred by you during the time periods set forth in this Agreement. All reimbursements will be paid as soon as administratively practicable, but in no event will any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year will not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon your termination of employment, then such payments or benefits will be payable only upon your "separation from service." The determination of whether and when a separation from service has occurred will be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). The Company and you intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision will be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The Company makes no representation or warranty and will have no liability to you or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

11. **Interpretation, Amendment and Enforcement**. This Agreement (including the attached Exhibit A) constitutes the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This Agreement may not be modified or amended, and no breach will be deemed to be waived, unless agreed to in writing by you and a duly authorized officer or board member of the Company. The terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way

connected with, this Agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute.

12. **Assignment: Successors and Assigns.** Neither you nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; ***provided***, however, that the Company may assign its rights and obligations under this Agreement without your consent to one of its Affiliates or to any entity with whom the Company will hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets (including any Sale Event). This Agreement will inure to the benefit of and be binding upon you and the Company, and each of our respective successors, executors, administrators, heirs and permitted assigns.

13. **Miscellaneous.** The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. The words "include," "includes" and "including" when used herein will be deemed in each case to be followed by the words "without limitation." This Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument. This is a Massachusetts contract and will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

14. **Other Terms.** As with all employees, our offer to you is contingent on your submission of satisfactory proof of your identity and your legal authorization to work in the United States.

15. **Reimbursement of Legal Fees.** The Company shall pay directly to your attorneys, Sanzone & McCarthy, LLP, the total amount of attorney's fees incurred by you in the negotiation and execution of this Agreement up to a maximum amount of $5,000.00, which shall be paid within ten (10) days of the Company's receipt of an invoice.

[Remainder of page intentionally left blank]

We are excited about the prospect of having you join the Company in this capacity. We look forward to you acknowledging, by signing below, that you have accepted this Agreement.

Very truly yours,

By: /s/ Timothy Springer
Name: Timothy Springer
Title: Member

I have read and accept this employment offer and the terms of this Agreement:

Nagesh Mahanthappa

Dated: _____

We are excited about the prospect of having you join the Company in this capacity. We look forward to you acknowledging, by signing below, that you have accepted this Agreement.

Very truly yours,

By: _____
Name:
Title:

I have read and accept this employment offer and the terms of this Agreement:

/s/ Nagesh Mahanthappa
Nagesh Mahanthappa

Dated:

EXHIBIT A

Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement

In consideration and as a condition of my employment by Scholar Rock LLC, a Delaware limited liability company (along with its Affiliates the "Company"), I hereby agree as follows:

1. **Proprietary Information.** I agree that all information, whether or not in writing, whether or not disclosed before or after I was first employed by the Company, concerning the Company's business, technology, business relationships or financial affairs that the Company has not released to the general public (collectively, "Proprietary Information"), and all tangible embodiments thereof, are and will be the exclusive property of the Company. By way of illustration, Proprietary Information may include information or material that has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, notes, email correspondence, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections: (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, biological or chemical materials, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information includes, without limitation, (1) information received in confidence by the Company from its customers or suppliers or other third parties, and (2) all biological or chemical materials and other tangible embodiments of the Proprietary Information.

2. **Recognition of Company's Rights.** I will not, at any time, without the Company's prior written permission, either during or after my employment, disclose or transfer any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies and other tangible embodiments of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. **Rights of Others.** I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons which require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. **Commitment to Company; Avoidance of Conflict of Interest.** While an employee of the Company, I will devote my full-time efforts to the Company's business and I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

5. **Developments.** I hereby assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns, all my right, title and interest in and to all Developments that: (a) are created, developed, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction (collectively, "conceived") during the period of my employment and six (6) months thereafter and that relate to the business of the Company or to products, methods or services

being researched, developed, manufactured or sold by the Company; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises, Proprietary Information or personal property (whether tangible or

intangible) owned, licensed or leased by the Company (collectively, "Company-Related Developments"), and all patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide claiming, covering or otherwise arising from or pertaining to Company-Related Developments (collectively, "intellectual Property Rights"). I further agree that "Company-Related Developments" include, without limitation, all Developments that (i) were conceived by me before my employment, (ii) relate to the business of the Company or to products, methods or services being researched, developed, manufactured or sold by the Company, and (iii) were not subject to an obligation to assign to another entity when conceived. I will make full and prompt disclosure to the Company of all Company-Related Developments, as well as all other Developments conceived by me during the period of my employment and six (6) months thereafter. I acknowledge that all work performed by me as an employee of the Company is on a "work for hire" basis. I hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments. "Developments" mean inventions, discoveries, designs, developments, methods, modifications, improvements, processes, biological or chemical materials, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship.

To preclude any possible uncertainty, I have set forth on Appendix A attached hereto a complete list of Developments conceived by me before my employment that are not Company-Related Developments ("Prior Inventions"). I have also listed on Appendix A all patent rights of which I am an inventor, other than those contained within Intellectual Property Rights ("Other Patent Rights"). If no such disclosure is attached, I represent that there are no Prior Inventions or Other Patent Rights. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or research or development program or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with the full right to sublicense through multiple tiers) to make, have made, modify, use, offer for sale, import and sell such Prior Invention. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company's prior written consent.

I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 5 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes.

6. **Documents and Other Materials.** I will keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments conceived by me, which records will be available to and remain the sole property of the Company at all times. All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, materials or other written, photographic or other tangible material containing or embodying Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. In the event of the termination of my employment for any reason, I will deliver to the Company all of the foregoing, and all other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies. Any property situated on the Company's premises and owned by the Company, including laboratory space, computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice.

7. **Enforcement of Intellectual Property Rights.** I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights, as well as all other patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide owned by or licensed to the Company. I will sign, both during and after the term of this Agreement, all papers, including copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development or Intellectual Property Rights. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the

Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in the same.

8. **Non-Competition and Non-Solicitation.** In order to protect the Company's Proprietary Information and good will, during my employment and for a period of twelve (12) months following the termination of my employment for any reason (the "Restricted Period"), I will not directly or indirectly, whether as owner, partner, shareholder, director, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any business activity anywhere in the world that develops, manufactures or markets products or services in the Company's Field of Business (as defined below), or that develops or manufactures any products, or performs any services, that are otherwise competitive with the products or services of the Company, or products or services that the Company has under development or that were the subject of active planning during the last twelve (12) months of my employment; provided that this will not prohibit any possible investment in publicly traded stock of a company representing less than one percent of the stock of such company. In addition, during the Restricted Period, I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert or take away any of the customers, business or prospective customers of the Company or any of its suppliers, and/or (b) solicit, entice or attempt to persuade any other employee or consultant of the Company to leave the services of the Company for any reason. I acknowledge and agree that if I violate any of the provisions of this Section 8, the running of the Restricted Period will be extended by the time during which I engage in such violation(s). For purposes of this Section, the Company's Field of Business shall mean research, discovery, design, manufacture, clinical development, seeking of regulatory approvals, marketing and/or commercialization of (i) antibodies, (ii) antigens or (iii) engineered protein- or amino acid-based agents for all uses and indications in humans or animals that act through modulation (including either as agonists or antagonists) of the activity of protein growth factors belonging to the Transforming Growth Factor-β superfamily.

9. **Government Contracts.** I acknowledge that the Company may have from time to time agreements with other persons or with the United States Government or its agencies which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under Section 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

10. **Prior Agreements.** I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

11. **Remedies Upon Breach.** I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.

12. **Use of Voice, Image and Likeness.** I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

13. **Publications and Public Statements.** I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Proprietary Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public,

and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my period of employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by an officer of the Company before it is released in the public domain.

14. **No Employment Obligation.** I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, subject to the terms of the Employment Agreement to which this Agreement is attached as Exhibit A, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.

15. **Survival and Assignment by the Company.** I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its Affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or Affiliate to whose employ I may be transferred without the necessity that this Agreement be re-executed at the time of such transfer.

16. **Exit Interview.** If and when I depart from the Company, I may be required to attend an exit interview and sign an "Employee Exit Acknowledgement" to reaffirm my acceptance and acknowledgement of the obligations set forth in this Agreement. For twelve (12) months following termination of my employment, I will notify the Company of any change in my address and of each subsequent employment or business activity, including the name and address of my employer or other post-Company employment plans and the nature of my activities.

17. **Disclosure during the Restricted Period.** During the Restricted Period, I will (i) provide a copy of this Agreement to any prospective employer, partner or co-venturer prior to entering into a business relationship with such person or entity, and (ii) notify the Company of any such business relationship.

18. **Severability.** In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

19. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Company and me respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between us concerning such subject matter. No modification, amendment, waiver or termination of this Agreement or of any provision hereof will be binding unless made in writing and signed by an authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions.

20. **Interpretation.** This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within Suffolk County, Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts. As used in this Agreement, "including" means "including but not limited to".

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THIS AGREEMENT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the date set forth below

Signed: /s/ Nagesh Mahanthappa
Nagesh Mahanthappa

APPENDIX A

To: Scholar Rock, LLC

From: Nagesh Mahanthappa

Date: October , 2012

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

x No inventions or improvements

o See below:

o Additional sheets attached

The following is a list of all United States patents and patent applications in which I have been named as an inventor (note that foreign counterparts were filed in all cases, but status is not known to me as of today's date):

o None

x See below:

Issued Patents —

7,144,997	Vertebrate embryonic patterning-inducing proteins, compositions and uses related therto
7,138,492	Method of treating dopaminergic and GABA-nergic disorders
6,884,770	Methods and compositions for treating or preventing peripheral neuropathies
6,767,888	Neuroprotective methods and reagents
6,750,196	Methods of treating disorders of the eye
6,087,323	Use of neuregulins as modulators of cellular communication
5,681,568	Device for delivery of substances and methods of use thereof

Patent Applications —

20100144616	Neuroprotective methods and reagents

20080221037	Methods and compositions for treating disorders involving excitotoxicity
20070254364	Methods and compositions for treating disorders involving excitotoxicity
20070048286	Method of treating dopaminergic and GABA-nergic disorders
20040235739	Neuroprotective methods and reagents
20040220096	Method and compositions for treating dopaminergic and gabanergic disorders
20030162698	METHODS AND COMPOSITIONS FOR TREATING DOPAMINERGIC AND GABA-NERGIC DISORDERS
20030119729	METHOD OF TREATING DOPAMINERGIC AND GABA-NERGIC DISORDERS

20030083242	METHODS AND COMPOSITIONS FOR TREATING OR PREVENTING PERIPHERAL NEUROPATHIES
20030040465	NEUREGULINS AS MODULATORS OF CELLULAR COMMUNICATION
20020045206	VERTEBRATE EMBRYONIC PATTERNING-INDUCING PROTEINS, COMPOSITIONS AND USES RELATED THERTO

EXHIBIT B

RELEASE AND WAIVER OF CLAIMS

TO BE SIGNED FOLLOWING TERMINATION WITHOUT CAUSE OR RESIGNATION FOR GOOD REASON[*This is still under review.*]

In consideration of the payments and other benefits set forth in Section 7 of the Employment Agreement dated October , 2012, to which this form is attached, I, Nagesh Mahanthappa, hereby furnish Scholar Rock, LLC, and its successors and assigns (the "***Company***"), with the following release and waiver ("***Release and Waiver***").

In exchange for the consideration provided to me by the Employment Agreement that I am not otherwise entitled to receive, I hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to my signing this Release and Waiver. This general release includes, but is not limited to: (1) all claims arising out of or in any way related to my employment with the Company or the termination of that employment; (2) all claims related to my compensation or benefits from the Company, including, but not limited to, salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including, but not limited to, claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including, but not limited to, claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as amended) ("***ADEA***"), the federal Employee Retirement Income Security Act, the California Fair Employment and Housing Act (as amended), the Massachusetts Fair Employment Practice Act, the Massachusetts law prohibiting age discrimination, the Massachusetts Equal Rights Act, the Massachusetts Sexual Harassment law, and the Massachusetts Equal Pay Law.

I acknowledge that, among other rights, I am waiving and releasing any rights I may have under ADEA, that this Release and Waiver is knowing and voluntary, and that the consideration given for this Release and Waiver is in addition to anything of value to which I was already entitled as an executive of the Company. If I am 40 years of age or older upon execution of this Release and Waiver, I further acknowledge that I have been advised, as required by the Older Workers Benefit Protection Act, that: (a) the release and waiver granted herein does not relate to claims under the ADEA which may arise after this Release and Waiver is executed; (b) I should consult with an attorney prior to executing this Release and Waiver; (c) I have twenty-one (21) days in which to consider this Release and Waiver (although I may choose voluntarily to execute this Release and Waiver earlier); (d) I have seven (7) days following the execution of this Release and Waiver to revoke my consent to this Release and Waiver; and (e) this Release and Waiver shall not be effective until the eighth day after I execute this Release and Waiver and the revocation period has expired.

I acknowledge my continuing obligations under Section 8 of my Employment Agreement. I understand that, among other things, I must not use or disclose any confidential or proprietary information of the Company and I must immediately return all Company property and documents (including all

embodiments of proprietary information) and all copies thereof in my possession or control. I understand and agree that my right to the severance pay I am receiving in exchange for my agreement to the terms of this Release and Waiver is contingent upon my continued compliance with my obligations under the Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement.

This Release and Waiver constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated herein. This Release and Waiver may only be modified by a writing signed by both me and a duly authorized officer of the Company.

Date: _____ By: _____
NAGESH MARANTHAPPA

Date: _____ By: _____
SCHOLAR ROCK, LLC

SCHOLAR ROCK

620 MEMORIAL DRIVE, SUITE 200E — CAMBRIDGE. MA 02139

Febuary 2, 2016

Yung H. Chyung

Dear Yung:

On behalf of Scholar Rock, Inc. (the "Company"), I am pleased to offer you employment with the Company. The terms and conditions of your employment are set forth below:

1. **Position:** Your position with the Company will be Chief Medical Officer reporting to Nagesh Mahanthappa, President and CEO. We have developed this offer based upon a full time role with the Company.

2. **Salary:** You will receive a semi-monthly salary of $14,583 which is equivalent to $350,000 annually. You will be paid twice per month; on the 15th and on the final day of each month. Your salary will be subject to periodic review and adjustments at the Company's discretion.

3. **Bonus:** You will be eligible to receive an annual performance bonus based upon Scholar Rock Company Goals. Your bonus target for 2016 is 30% of your annual salary. The bonus will be subject to your employment for the full period covered by the bonus, approval by and adjustment is at the discretion of the Company's board of directors and the terms of any applicable bonus plan. Your participation for 2016 will be pro-rated for the period of your employment.

4. **Equity Compensation:** After you join the Company, we will ask the Company's Board of Directors to grant you an aggregate of 492,000 Voting Incentive Units, which currently represents 1.25% of the fully-diluted membership interests of the company and shall vest according to the following schedule: 25% of the Voting Incentive Units shall vest on the first anniversary of your employment start date and the remaining 75% of the Voting Incentive Units shall vest in twelve (12) equal quarterly installments thereafter, provided that as of each vesting date you remain employed by the Company. The grant of Voting Incentive Units will be conditioned upon your execution of the Company's form Voting Incentive Unit Grant Agreement and a counterpart signature page to the Company's Amended and Restated Limited Liability Agreement (the "Operating Agreement"). The terms and conditions with respect to your Voting Incentive Units shall be set forth in the Operating Agreement.

Should your employment terminate due to a Sale Event, 100% of the then unvested Initial Grant will accelerate and will become vested effective as of the date of termination if the date of termination is within 18 months of the Sale Event.

"Sale Event" means the consummation of (i) the sale of all or substantially all of the assets of the Company and its Affiliates on a consolidated basis to an unrelated person or entity, or (ii) a merger or

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consolidation in which the outstanding membership interests of the Company are converted into or exchanged for securities of the successor entity and the holders of the company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of such a transaction (taking into account only ownership interest resulting from the pre-transaction interests in the company).

5. **Benefits:** You will be eligible to participate in all of our employee benefits programs currently available to our employees. This will include three weeks accrued paid vacation each year, 12 paid holidays annually in accordance with the company holiday schedule, medical insurance, dental insurance, life and disability insurance plans, a 401(k) plan, a dependent and childcare reimbursement plan and company paid parking or a T pass.

6. **Representation Regarding Other Obligations:** You will be required to sign, as a condition of your employment, an Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, a copy of which is enclosed. This offer is conditioned on your representation that you are not subject to any confidentiality, non-competition or other agreements that restrict your employment or activities that may affect your ability to devote full time and attention to your work at the Company. If you have entered into any agreement that may restrict your activities on behalf of the Company, please provide me with a copy of the agreement as soon as possible. You further represent that you have not used and will not use or disclose any trade secret or other proprietary right of any previous employer or any other party.

7. **Interpretation, Amendment and Enforcement:** This Offer Letter and the Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. The terms of this Offer Letter and the resolution of any disputes as to the meaning, effect, performance or validity of this Offer Letter or arising out of, related to, or in any way connected with, this Offer Letter, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute.

8. **At-will Employment, Accrued Obligations; Severance.** Your employment is "at will," meaning you or the Company may terminate it at any time for any or no reason. In the event of the termination of your employment for any reason, the Company will pay you the Accrued Obligations, defined as (1) your base salary through the date of termination, (2) an amount equal to the value of your accrued unused vacation days, (3) the amount of any expenses properly incurred by you on behalf of the Company prior to any such termination and not yet reimbursed, and (4) any accrued benefits pursuant to the terms and conditions of the applicable benefit plans. In addition, in the event the Company terminates your employment without Cause (as defined below) the Company will provide you with the following termination benefits (the "Termination Benefits"):

(i) continuation of your base salary for the Severance Period (as defined below) at your salary rate then in effect ("Salary Continuation Payments") (solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each Salary Continuation Payment is considered a separate payment); provided that in the event that you commence any employment or self-employment during the Severance Period, the remaining amount of Salary Continuation Payments due pursuant to this Section 6(i) for the period from the commencement of such employment or self-employment to the end of the Severance Period will be reduced after the first three (3) months of the Severance Period (but not before) dollar-for-dollar by the amount

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received for such employment or self-employment; and provided further, the foregoing proviso regarding any reduction of Salary Continuation Payments (along with the immediately following sentence) shall terminate and be of no force or effect if your date of termination occurs after the date of a Sale Event (as defined below). You will

give prompt notice of the date of commencement of any employment or self-employment during the Severance Period and will respond promptly to any reasonable inquiries concerning any employment or self-employment in which you engage during the Severance Period;

(ii) continuation of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), with the cost of the regular premium for such benefits shared in the same relative proportion by the Company and you as in effect on the date of termination until the earlier of (x) the end of the Severance Period; and (y) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA; and

(iii) If the date of termination occurs within the eighteen (18) month period immediately following the closing of a Sale Event, 100% of the then unvested Initial Grant will accelerate and will become vested effective as of the date of termination.

Notwithstanding anything to the contrary in this Offer Letter (this "Agreement"), you will not be entitled to any Termination Benefits unless you first (i) enter into, do not revoke, and comply with the terms of the Release and Waiver of Claims attached hereto as Exhibit A (the "Release"); (ii) resign from any and all positions, including, without implication of limitation, as a director, trustee, and officer, that you then hold with the Company and any Affiliate (as defined below); and (iii) return all Company property and comply with any instructions related to deleting and purging duplicates of such Company property. The Salary Continuation Payments will commence within sixty (60) days after the date of termination and will be made on the Company's regular payroll dates; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Salary Continuation Payments will begin to be paid in the second calendar year. In the event you miss a regular payroll period between the date of termination and first Salary Continuation Payment, the first Salary Continuation Payment will include a "catch up" payment.

9. **Definitions.** For purposes of this Agreement:

"Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise.

"Cause" means any of the following: (i) dishonesty, embezzlement, misappropriation of assets or property of the Company; (ii) gross negligence, misconduct, neglect of duties, theft, fraud, or breach of fiduciary duty to the Company; (iii) violation of federal or state securities laws; (iv) breach of an employment, consulting or other agreement with the Company, which results in material harm to the Company; (v) the conviction of a felony, or any crime involving moral turpitude, including a plea of guilty or *nolo contendre*; or (vi) your willful failure or refusal to substantially perform your material duties and responsibilities hereunder, which is not cured by you within the thirty (30) day period following your receipt of written notice from the Company, which notice must describe in reasonable detail the grounds for the Company's assertion that you have failed or refused to perform your duties and responsibilities.

"Sale Event" means the consummation of (i) the sale of all or substantially all of the assets of the Company and its Affiliates on a consolidated basis to an unrelated person or entity, or (ii) a merger or consolidation in which the outstanding membership interests of the Company are converted into or exchanged for securities of the successor entity and the holders of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting

power of the successor entity immediately upon completion of such transaction (taking into account only ownership interests resulting from pre-transaction interests in the Company).

"Severance Period" means a period immediately following the effective date of the termination of your employment with the Company of (i) six (6) successive months plus (ii) one (1) additional successive month for each full year of service to the Company completed by you pursuant to this Agreement (measuring from the Start Date), up to a maximum aggregate Severance Period of nine (9) total months.

10. **Taxes; Section 409A.** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You hereby acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or the Company's Board of Directors related to tax liabilities arising from your compensation. Anything in this Agreement to the contrary notwithstanding, if at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that you becomes entitled to under this Agreement on account of your separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment will not be payable and such benefit will not be provided until the date that is the earlier of (A) six (6) months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment will include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments will be payable in accordance with their original schedule. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement will be provided by the Company or incurred by you during the time periods set forth in this Agreement. All reimbursements will be paid as soon as administratively practicable, but in no event will any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year will not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. To the extent that any payment or benefit described in this Agreement constitutes "nonqualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon your termination of employment, then such payments or benefits will be payable only upon your "separation from service," The determination of whether and when a separation from service has occurred will be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). The Company and you intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision will be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The Company makes no representation or warranty and will have no liability to you or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

11. **Start Date:** Subject to mutual agreement.

This offer will remain open until close of business Friday, February 5, 2016. Please sign below indicating that you have accepted this offer of employment and return it along with the Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement form.

Very truly yours,

Scholar Rock, Inc.

By:

/s/ Nagesh K. Mahanthappa

Nagesh K. Mahanthappa
President and CEO

I have read and accept this employment offer:

/s/ Yung H. Chyung
Yung H. Chyung

SCHOLAR ROCK

300 THIRD ST., 4TH FLOOR – CAMBRIDGE, MA 02142

July 17, 2014

Elan Z. Ezickson
887 West Roxbury Parkway
Chestnut Hill, MA 02467

Re: Letter Agreement

Dear Elan:

On behalf of Scholar Rock, Inc. (the "Company"), I am pleased to offer you the position of the Company's Chief Operating Officer ("COO"), and Head of Corporate Development. The terms and conditions of your employment are set forth below (this "Agreement").

1. **Position.** As COO and Head of Corporate Development of the Company, you will report to the Company's Chief Executive Officer. This is a full-time position. By signing this Agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would or may prohibit you from performing your duties for the Company. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) including board service, unless otherwise approved in writing by the Board (as defined below), *provided* that, you may engage in religious, charitable, or other community activities that do not interfere with your work and obligations to the Company.

2. **Start Date.** Your employment as COO and Head of Corporate Development will begin on August 1, 2014, unless another date is mutually agreed upon by you and the Company. For purposes of this Agreement, the actual first day of your employment will be referred to as the "Start Date."

3. **Salary.** Commencing on the Start Date, the Company will pay you a salary at the rate of $330,000 per year ("Base Salary"), payable in accordance with the Company's standard payroll schedule and subject to applicable deductions and withholdings. Your salary will be subject to annual review and adjustments in accordance with Company's standard review policies and at the Company's discretion, provided that your Base Salary may not be reduced except pursuant to

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a salary reduction program affecting all of the senior level employees of the Company and that does not adversely affect you to a greater extent than other similarly situated employees.

4. **Bonus Compensation.** You will be considered annually for a bonus (prorated for the remainder of the calendar year 2014). The target bonus amount for which you will be eligible will be thirty percent (30%) of your Base Salary, and the amount actually awarded will be determined by the Board (or by a designated Board committee)) based on its assessment of your performance and that of the Company against goals established annually by the Board (or such committee). You will be eligible to receive a one-time new hire bonus of $20,000 at the end of your first month of employment, provided that if you are terminated by the Company for Cause, or you resign other than for Good Reason, in either case before the twelve (12) month anniversary of your Start Date, you will be required to repay the full amount of this one-time payment. You will also be eligible to receive a special one-time bonus in the amount of $40,000 if you successfully complete a business development transaction before the end of 2015 resulting in i) a greater than or equal to $10 million upfront cash payment to the Company or its Affiliates, the expenditure of which would be solely at the Company's discretion [i.e. "free cash" not obligated to be applied to partnership-related activities], or ii) access or rights to a similarly valuable asset [e.g. a critical discovery capability, product rights, etc.], as the Board determines at its discretion. You must be employed on the date that a bonus is paid to earn that bonus, and any such bonus payment will be subject to applicable deductions and withholdings.

5. **Equity.** The Company will recommend to the Board of Directors (the "Board") of Scholar Rock LLC (the "Parent Company") that you be granted that number of Voting Incentive Units (as defined in the Operating Agreement (as defined below)) of the Parent Company (the "COO Grant") as is equal to 3.0% of the fully-diluted membership interests of the Parent Company as of your Start Date, as further described below. Presently, the Parent Company is contemplating a Series B Preferred Unit financing in three tranches, with up to $19.9 million of Series B Preferred Units to be issued in the aggregate for all three tranches (by conversion of outstanding Parent Company Bridge Units or in exchange for cash). The first tranche of such planned financing is expected to close in the next few weeks, with a total first tranche investment of at least $5.0 million. The Company expects the COO Grant to be made after the closing of such first tranche, but in no event greater than thirty (30) days after such closing. The COO Grant will be for that number of Voting Incentive Units equal to 3.0% multiplied by the sum of (i) all outstanding Parent Company Capital Units as of your Start Date, including all outstanding Common Units, all Series A Preferred Units, and all Series B Preferred Units issued by the Company as of such first tranche, but not any Bridge Units, which Bridge Units are expected to convert in the planned financing, (ii) all Parent Company Incentive Units that the Parent Company is authorized to grant under the Operating Agreement after the closing of such first tranche (including any such Incentive Units that have not been granted, including the COO Grant), and (iii) all Series B Preferred Units that may be issued in the later tranches of the planned financing, up to $19.9 million of Series B Preferred Units, plus an additional number of Incentive Units equal to 15% multiplied by that number of Series B Preferred Units, provided that for that portion of Voting Incentive Units of the COO Grant attributable to this clause (iii) (the "Third Piece"), which are based on the yet-to-be-issued Series B Preferred Units from the planned financing (and the corresponding 15% pool increase), that Third Piece of those Voting Incentive Units will vest in a pro rata portion only if and when the corresponding Series B Preferred Units are issued by the Parent Company. For clarity, the COO Grant is being

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structured in this fashion, that is to include that Third Piece of Voting Incentive Units in the current COO Grant now as opposed to be being granted after the closing of the later tranches of the planned financing, to provide you with the lowest expected Strike Price for that Third Piece of Voting Incentive Units; consequently, the availability of that Third Piece to become available for time vesting will depend on the later issuances of those Series B Preferred Units. This first vesting requirement for the Third Piece is in addition to the time-based vesting described below; so that if the Parent Company undergoes a Sale Event or becomes a public reporting company, or you are no longer employed by the Company, in each case before the full Third Piece satisfies this first vesting requirement by issuance of all of the Series B Preferred Units in the planned financing, then only a pro rata portion of the Third Piece will be available for the time-based vesting (including potential acceleration) described below, and the other portion of the Third Piece that has not satisfied this first vesting requirement will terminate. For example and without limitation, if your employment by the Company ends before the planned third tranche of the planned financing, and assume for this example that 60% of the yet-to-be-issued Series B Preferred Units for the planned financing have been issued by the Parent Company when your employment ends, then 60% of the Third Piece will have satisfied this first vesting requirement, and that 60% will be subject to the time-based vesting below (including potential acceleration), and the other 40% of the Third Piece will terminate. You will receive credit for time-based vesting from the Start Date for this Third Piece, so that the time-based vesting described below will apply to this Third Piece in the same manner as the remainder of the COO Grant, starting from the Vesting Commencement Date, whether or not or when the Third Piece has satisfied this first vesting requirement. Further information regarding the COO Grant to describe the foregoing is set forth on Exhibit C.

Without limiting the generality of the foregoing, if the Parent Company does not close the first tranche of the planned Series B financing as contemplated above, the Company will work with you to provide substantially equivalent equity anti-dilution protection for any future financing of the Parent Company that is intended to be in place of such planned Series B financing.

The COO Grant will be conditioned upon your execution of the Parent Company's form Incentive Unit Grant Agreement and a counterpart signature page to the then current Operating Agreement of the Parent Company (as the same may be amended, restated, or otherwise modified from time to time, the "Operating Agreement"), as the terms and conditions of the Voting Incentive Units are set forth in the form Incentive Unit Grant Agreement and Operating Agreement. The Voting Incentive Units underlying the COO Grant will be issued with a Strike Price (as defined in the Operating Agreement), which will be equal to the value of each Common Unit of the Parent Company as of the date of grant of such Voting Incentive Unit, determined based upon the amount of distributions that the holder of a Common Unit would be entitled to receive in a hypothetical liquidation of the Company on the date of grant of such Voting Incentive Unit (as further provided in the Operating Agreement).

Except as noted below and in Section 7, and in addition to the vesting described above for the Third Piece, the COO Grant will vest over five (5) years, with a vesting start date of the Start Date (the "Vesting Commencement Date"), such that 20% of the Voting Incentive Units will vest on the first anniversary of the Vesting Commencement Date and the remaining 80% of the Voting Incentive Units will vest in sixteen (16) equal quarterly installments thereafter, provided that as of each vesting date you remain employed by the Company.

6. **Benefits/Vacation.** You will be eligible to participate in the employee medical and dental insurance programs when generally made available to its full-time employees. In addition you will be eligible to participate in the Company 401k plan to the extent allowed by the plan. The Company will attempt in good faith to secure a group life and disability insurance policy suitable to the size and stage of the Company, provided that if the Company is unable to secure such Company policy before January 1, 2015, then the Company will reimburse you upon submission of reasonable documentation, in an amount of up to $1000 per calendar year starting with calendar year 2015, for the purchase price of you obtaining your own group life and disability insurance policy coverage until such time as the Company is able secure such Company policy (with such annual reimbursement amount prorated for any partial calendar year period). Details of these benefits programs, including mandatory employee contributions, and, if applicable, waiting periods, will be made available to you when you start or as they become available. You will be entitled to earn up to three (3) weeks of vacation per year, in addition to holidays observed by the Company, pursuant to the Company's then applicable policies.

7. **At-will Employment, Accrued Obligations; Severance.** Your employment is "at will," meaning you or the Company may terminate it at any time for any or no reason. In the event of the termination of your employment for any reason, the Company will pay you the Accrued Obligations, defined as (1) your Base Salary through the date of termination, (2) an amount equal to the value of your accrued unused vacation days, (3) the amount of any expenses properly incurred by you on behalf of the Company prior to any such termination and not yet reimbursed, and (4) any accrued benefits pursuant to the terms and conditions of the applicable benefit plans. In addition, in the event the Company terminates your employment without Cause or you resign for Good Reason, the Company will provide you with the following termination benefits (the "Termination Benefits"):

(i) continuation of your Base Salary for the Severance Period at the salary rate then in effect ("Salary Continuation Payments") (solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each Salary Continuation Payment is considered a separate payment); provided that in the event that you commence any employment or self employment during the Severance Period, the remaining amount of Salary Continuation Payments due pursuant to this Section 7(i) for the period from the commencement of such employment or self employment to the end of the Severance Period will be reduced after the first three (3) months of the Severance Period (but not before) dollar-for-dollar by the amount received for such employment or self employment; and provided further, the foregoing proviso regarding any reduction of Salary Continuation Payments (along with the immediately following sentence) will terminate and be of no force or effect if your date of termination occurs after the date of a Sale Event. You will give prompt notice of the date of commencement of any employment or self employment during the Severance Period and will respond promptly to any reasonable inquiries concerning any employment or self employment in which you engage during the Severance Period;

(ii) continuation of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), with

the cost of the regular premium for such benefits shared in the same relative proportion by the Company and you as in effect on the date of termination until the earlier of (i) the end of the Severance Period; and (ii) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA; and

(iii) If the date of termination occurs within the eighteen (18) month period immediately following a Sale Event, 100% of the then unvested COO Grant (but not any portion of the Third Piece that had not satisfied the first vesting requirement before the Sale Event, as described above) will accelerate and will become fully vested effective as of the date of termination.

Notwithstanding anything to the contrary in this Agreement, you will not be entitled to any Termination Benefits unless you first enter into, do not revoke, and comply with the terms of the Release and Waiver of Claims attached hereto as Exhibit B (the "Release"). The Salary Continuation Payments will commence within sixty (60) days after the date of termination and will be made on the Company's regular payroll dates; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Salary Continuation Payments will begin to be paid in the second calendar year. In the event you miss a regular payroll period between the date of termination and first Salary Continuation Payment, the first Salary Continuation Payment will include a "catch up" payment.

8. **Confidential Information and Restricted Activities.**

As a material condition of this Agreement, you agree to execute and abide by the Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, attached hereto as Exhibit A, the terms of which are incorporated by reference herein.

9. **Definitions.** For purposes of this Agreement:

"Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, including the Parent Company, where control may be by management authority, equity interest or otherwise.

"Cause" means any of the following: (i) dishonesty, embezzlement, misappropriation of assets or property of the Company; (ii) gross negligence, misconduct, neglect of duties, theft, fraud, or breach of fiduciary duty to the Company; (iii) violation of federal or state securities laws; (iv) breach of an employment, consulting or other agreement with the Company, which results in material harm to the Company; (v) the conviction of a felony, or any crime involving moral turpitude, including a plea of guilty or *nolo contendre;* or (vi) your willful failure or refusal to substantially perform your material duties and responsibilities hereunder, which is not cured by you within the thirty (30) day period following your receipt of written notice from the Company, which notice must describe in reasonable detail the grounds for the Company's assertion that you have failed or refused to perform your duties and responsibilities.

"Good Reason" means that you have complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following actions undertaken by the Company without your express prior written consent: (i) the material diminution in your duties,

responsibilities, authority and function, provided that the hiring by the Company of any other Company officers with customary duties, responsibilities, authority and function (including any CBO, CFO or CMO), will not constitute any such material diminution; (ii) a material reduction in your Base Salary, provided, however, that Good Reason will not be deemed to have occurred in the event of a reduction in your Base Salary that is pursuant to a salary reduction program affecting all of the senior level employees of the Company and that does not adversely affect you to a greater extent than other similarly situated employees; (iii) a material breach by the Company of a material term of this Agreement or any other written agreement between you and the Company; or (iv) a material change in the geographic location at which you must regularly report to work and perform services, except for required travel on the Company's business. "Good Reason Process" means that (1) you have reasonably determined in good faith that a "Good Reason" condition has occurred; (2) you have notified the

Company in writing of the first occurrence of the Good Reason condition within ninety (90) days of the first occurrence of such condition; (3) you have cooperated in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (4) notwithstanding such efforts, the Good Reason condition continues to exist; and (5) you terminate your employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason will be deemed not to have occurred.

"Sale Event" means the consummation of (i) the dissolution or liquidation of the Parent Company, (ii) the sale of all or substantially all of the assets of the Parent Company and its Affiliates on a consolidated basis to an unrelated person or entity, or (iii) a merger or consolidation in which the outstanding membership units of the Parent Company are converted into or exchanged for securities of the successor entity and the holders of the Company's outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the successor entity immediately upon completion of such transaction (taking into account only ownership interests resulting from pre-transaction interests in the Parent Company).

"Severance Period" means a period immediately following the effective date of the termination of your employment with the Company of (i) six (6) successive months plus (ii) one (1) additional successive month for each full year of service to the Company completed by you pursuant to this Agreement (measuring from the Start Date), up to a maximum aggregate Post Termination Period of nine (9) total months.

10. **Taxes; Section 409A.** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You hereby acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company, the Board of Directors of the Company, the Parent Company or the Board related to tax liabilities arising from your compensation. Anything in this Agreement to the contrary notwithstanding, if at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that you becomes entitled to under this Agreement on account of your separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed

pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment will not be payable and such benefit will not be provided until the date that is the earlier of (A) six (6) months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment will include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments will be payable in accordance with their original schedule. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement will be provided by the Company or incurred by you during the time periods set forth in this Agreement. All reimbursements will be paid as soon as administratively practicable, but in no event will any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year will not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon your termination of employment, then such payments or benefits will be payable only upon your "separation from service." The determination of whether and when a separation from service has occurred will be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). The Company and you intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision will be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each of the Company and the Parent Company makes no representation or warranty and will have no liability to you or any other person or entity if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

11. **Interpretation, Amendment and Enforcement.** This Agreement (including the attached Exhibits A, B and C) constitutes the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This Agreement may not be modified or amended, and no breach will be deemed to be waived, unless agreed to in writing by you and a duly authorized officer of the Company. The terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way connected with, this Agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute.

12. **Assignment: Successors and Assigns.** Neither you nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; *provided*, however, that the Company may assign its rights and obligations under this Agreement without your consent to one of its Affiliates or to any entity

with whom the Company will hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets (including any Sale Event). This Agreement will inure to the benefit of and be binding upon you and the Company, and each of our respective successors, executors, administrators, heirs and permitted assigns.

13. **Miscellaneous.** The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. The words "include," "includes" and "including" when used herein will be deemed in each case to be followed by the words "without limitation." This Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument. This is a Massachusetts contract and will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

14. **Other Terms.** As with all employees, our offer to you is contingent on your submission of satisfactory proof of your identity and your legal authorization to work in the United States.

[remainder of page intentionally left blank]

We are excited about the prospect of having you join the Company in this capacity. We look forward to you acknowledging, by signing below, that you have accepted this Agreement.

Very truly yours,

By: /s/ Nagesh K. Mahanthappa
Nagesh K. Mahanthappa
CEO and President

I have read and accept this employment offer and the terms of this Agreement:

/s/ Elan Z. Ezickson
Elan Z. Ezickson

Dated: July 18, 2014

EXHIBIT A

Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement

In consideration and as a condition of my employment by Scholar Rock LLC, a Delaware limited liability company (along with its Affiliates the "Company"), I hereby agree as follows:

1. **Proprietary Information.** I agree that all information, whether or not in writing, whether or not disclosed before or after I was first employed by the Company, concerning the Company's business, technology, business relationships or financial affairs that the Company has not released to the general public (collectively, "Proprietary Information"), and all tangible embodiments thereof, are and will be the exclusive property of the Company. By way of illustration, Proprietary Information may include information or material that has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, notes, email correspondence, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, biological or chemical materials, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information includes, without limitation, (1) information received in confidence by the Company from its customers or suppliers or other third parties, and (2) all biological or chemical materials and other tangible embodiments of the Proprietary Information.

2. **Recognition of Company's Rights.** I will not, at any time, without the Company's prior written permission, either during or after my employment, disclose or transfer any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies and other tangible embodiments of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. **Rights of Others.** I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons which require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. **Commitment to Company; Avoidance of Conflict of Interest.** While an employee of the Company, I will devote my full-time efforts to the Company's business and I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

5. **Developments.** I hereby assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns, all my right, title and interest in and to all Developments that: (a) are created, developed, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction (collectively, "conceived") during the period of my employment and six (6) months thereafter and that relate to the business of the Company or to products, methods or services being researched, developed, manufactured or sold by the Company; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises, Proprietary Information or personal property (whether tangible or

intangible) owned, licensed or leased by the Company (collectively, "Company-Related Developments"), and all patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide claiming, covering or otherwise arising from or pertaining to Company-Related Developments (collectively, "Intellectual Property Rights"). I further agree that "Company-Related Developments" include, without limitation, all Developments that (i) were conceived by me before my employment, (ii) relate to the business of the Company or to products, methods or services being researched, developed, manufactured or sold by the Company, and (iii) were not subject to an obligation to assign to another entity when conceived. I will make full and prompt disclosure to the Company of all Company-Related Developments, as well as all other Developments conceived by me during the period of my employment and six (6) months thereafter. I acknowledge that all work performed by me as an employee of the Company is on a "work for hire" basis. I hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments. "Developments" mean inventions, discoveries, designs, developments, methods, modifications, improvements, processes, biological or chemical materials, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship.

To preclude any possible uncertainty, I have set forth on Appendix A attached hereto a complete list of Developments conceived by me before my employment that are not Company-Related Developments ("Prior Inventions"). I have also listed on Appendix A all patent rights of which I am an inventor, other than those contained within Intellectual Property Rights ("Other Patent Rights"). If no such disclosure is attached, I represent that there are no Prior Inventions or Other Patent Rights. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or research or development program or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with the full right to sublicense through multiple tiers) to make, have made, modify, use, offer for sale, import and sell such Prior Invention. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company's prior written consent.

I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 5 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes.

6. **Documents and Other Materials.** I will keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments conceived by me, which records will be available to and remain the sole property of the Company at all times. All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, materials or other written, photographic or other tangible material containing or embodying Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. In the event of the termination of my employment for any reason, 1 will deliver to the Company all of the foregoing, and all other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies. Any property situated on the Company's premises and owned by the Company, including laboratory space, computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice.

7. **Enforcement of Intellectual Property Rights.** I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights, as well as all other patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide owned by or licensed to the Company. I will sign, both during and after the term of this Agreement, all papers, including copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development or Intellectual Property Rights. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the

Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in the same.

8. **Non-Competition and Non-Solicitation.** In order to protect the Company's Proprietary Information and good will, during my employment and for a period of twelve (12) months following the termination of my employment for any reason (the "Restricted Period"), I will not directly or indirectly, whether as owner, partner, shareholder, director, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any business activity anywhere in the world that develops, manufactures or markets products or services in the Company's Field of Business (as defined below), or that develops or manufactures any products, or performs any services, that are otherwise competitive with the products or services of the Company, or products or services that the Company has under development or that were the subject of active planning during the last twelve (12) months of my employment; provided that this will not prohibit any possible investment in publicly traded stock of a company representing less than one percent of the stock of such company. In addition, during the Restricted Period, I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert or take away any of the customers, business or prospective customers of the Company or any of its suppliers, and/or (b) solicit, entice or attempt to persuade any other employee or consultant of the Company to leave the services of the Company for any reason. I acknowledge and agree that if I violate any of the provisions of this Section 8, the running of the Restricted Period will be extended by the time during which I engage in such violation(s). For purposes of this Section, the Company's Field of Business will mean research, discovery, design, manufacture, clinical development, seeking of regulatory approvals, marketing and/or commercialization of (i) antibodies, (ii) antigens or (iii) engineered protein- or amino acid-based agents for all uses and indications in humans or animals that act through modulation (including either as agonists or antagonists) of the activity of protein growth factors belonging to the Transforming Growth Factor-b superfamily.

9. **Government Contracts.** I acknowledge that the Company may have from time to time agreements with other persons or with the United States Government or its agencies which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under Section 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

10. **Prior Agreements.** I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

11. **Remedies Upon Breach.** I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.

12. **Use of Voice, Image and Likeness.** I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

13. **Publications and Public Statements.** I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Proprietary Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public,

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and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my period of employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by an officer of the Company before it is released in the public domain.

14. **No Employment Obligation.** I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, subject to the terms of the Letter Agreement to which this Agreement is attached as Exhibit A, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.

15. **Survival and Assignment by the Company.** I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs. executors and administrators. The Company will have the right to assign this Agreement to its Affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or Affiliate to whose employ I may be transferred without the necessity that this Agreement be re-executed at the time of such transfer.

16. **Exit Interview.** If and when I depart from the Company, I may be required to attend an exit interview and sign an "Employee Exit Acknowledgement" to reaffirm my acceptance and acknowledgement of the obligations set forth in this Agreement. For twelve (12) months following termination of my employment, I will notify the Company of any change in my address and of each subsequent employment or business activity, including the name and address of my employer or other post-Company employment plans and the nature of my activities.

17. **Disclosure during the Restricted Period.** During the Restricted Period, I will (i) provide a copy of this Agreement to any prospective employer, partner or co-venturer prior to entering into a business relationship with such person or entity, and (ii) notify the Company of any such business relationship.

18. **Severability.** In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

19. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Company and me respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between us concerning such subject matter. No modification, amendment, waiver or termination of this Agreement or of any provision hereof will be binding unless made in writing and signed by an authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions.

20. **Interpretation.** This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within Suffolk County, Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts. As used in this Agreement, "including" means "including but not limited to".

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THIS AGREEMENT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the date set forth below.

Signed: /s/ Elan Z. Ezickson

Elan Z. Ezickson

APPENDIX A

To: Scholar Rock, Inc.

From: Elan Z. Ezickson

Date: July 18, 2014

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

x No inventions or improvements

o See below:

_____

_____

_____

o Additional sheets attached

The following is a list of all patents and patent applications in which I have been named as an inventor:

x None

o See below:

_____

_____

_____

EXHIBIT B

[FORM OF]RELEASE AND WAIVER OF CLAIMS

WHEREAS, Scholar Rock, Inc. (the "Company") and Elan Z. Ezickson (the "Executive" and together, the "Parties"), entered into an Offer of Employment dated [ ] (the "Letter Agreement").

WHEREAS, terms herein with initial capitalization that are not otherwise defined in this Release have the meanings set forth in the Letter Agreement.

WHEREAS, the Company has elected to end Executive's employment and to treat it as a Termination without Cause pursuant to the Letter Agreement, effective [ ] (the "Date of Termination").

WHEREAS, this is the Release referenced in the Letter Agreement (the "Release").

1. Severance Pay. As consideration for the Executive's agreement to this Release, the Company will provide Executive with the severance pay set forth in the Letter Agreement.

2. Resignation from Director and Officer Positions. The Executive confirms that he is resigning from any and all other positions that he holds with the Company or any of its affiliates as an officer, Board member, or otherwise effective on the Date of Termination and will sign any documents that the Company reasonably requests to fully effectuate the resignations.

3. Release of Claims. The Executive, for himself and his heirs, assigns, executors and administrators in all of his capacities, including, but not limited to, his capacity as an individual, shareholder, trustee or otherwise, voluntarily releases and forever discharges the Company and the Parent Company, all of their affiliates and related entities and each of its and their predecessors, successors, assigns, and current and former members, partners, directors, officers, employees, stockholders, representatives, attorneys, agents, and all persons acting by, though, under or in concert with any of the foregoing (any and all of whom or which are hereinafter referred to as the "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, known or unknown (collectively, "Claims") that as of the date when Executive signs this Release, the Executive now has, owns or holds, or claims to have, own, or hold, or that he at any time had, owned, or held, or claimed to have had, owned, or held against any Releasee. This general release of Claims includes, without implication of limitation, the complete release of all Claims:

- relating to the Executive's employment by and termination from employment with the Company;
- of wrongful discharge;
- of breach of contract;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of age discrimination or retaliation under the Age Discrimination in Employment Act, Claims of disability discrimination or retaliation under the Americans with Disabilities Act, Claims of discrimination or retaliation under Title VII of the Civil Rights Act of 1964, Massachusetts General Laws Chapter 151B, and any Claims of discrimination or retaliation under state law);
- or wage and hour violations (including, without limitation, Claims under the Massachusetts Payment of Wages Law (Massachusetts General Laws Chapter 149, §§ 148, 150), Massachusetts General Laws Chapter 149 in its entirety, and Massachusetts General Laws Chapter 151 in its entirety (including but not limited to the minimum wage and overtime provisions));
- under any other federal or state statute, to the fullest extent that Claims may be released;
- of defamation, deceit, misrepresentation, or other torts;
- of violation of public policy;
- for salary, bonuses, vacation pay or any other compensation or benefits; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees.

4. Return of Property. The Executive represents that he has returned to the Company all Company property, including, without limitation, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships. After returning all Company property, Executive will, upon written instruction by the Company, delete and finally purge any

duplicates of files or documents that may contain Company or customer information from any non- Company computer or other device that remains Executive's property after the Date of Termination.

5. Nondisparagement. Executive agrees not to, directly or indirectly, deprecate, impugn, or otherwise make any remarks that would tend to or could be construed to disparage the Company, or its officers, directors or employees, or its or their reputation, nor will Executive assist any other person, firm or company in engaging in such activities. The Company agrees that it will instruct its directors and officers, and the directors and officers of the Parent Company, not to make any statement that would reasonably be expected to disparage the reputation of Executive. Notwithstanding the above, nothing in this Section will interfere with Employee's or the Company's ability to comply with legal process or the requirements of applicable federal or state laws or regulations.

6. Statutory Benefit Rights. Nothing in this Release is intended to release or waive the Executive's right to COBRA or unemployment insurance benefits.

7. Non-Admission. Nothing in this Release will be construed as an admission by the Company.

8. Ongoing Obligations of the Executive; Enforcement Rights. The Executive reaffirms his ongoing obligations and recognizes the Company's enforcement rights under the Company's Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, the terms of which are incorporated by reference into this Release.

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9. No Assignment. The Executive represents that he has not assigned to any other person or entity any Claims against any Releasee.

10. Right to Consider and Revoke Release. The Executive acknowledges that he has been given the opportunity to consider this Release for twenty-one (21) days from the day he receives it (the "Consideration Period") and any changes to this Release will not extend or otherwise affect the original Consideration Period. If the Executive signs this Release within less than twenty-one (21) days, he acknowledges that such decision was entirely voluntary and that he had the opportunity to consider this Release until the end of the Consideration Period. To accept this Release, the Executive will deliver a signed Release to the CEO of the Company within the Consideration Period. For a period of seven (7) days from the date when the Executive executes this Release (the "Revocation Period"), he will retain the right to revoke this Release by written notice that is received by [ ] on or before the last day of the Revocation Period. This Release will take effect only if it is executed within the Consideration Period as set forth above and if it is not revoked pursuant to the preceding sentence. If those conditions are satisfied, this Release will become effective and enforceable on the date immediately following the last day of the Revocation Period ("Effective Release Date").

11. Termination or Suspension of Severance Payments. The Executive acknowledges that his right to the Termination Benefits is conditional on his compliance with this Release and the Letter Agreement. Consistent with this, if the Executive fails to comply with any of the terms of this Release or the Letter Agreement, in addition to any other legal or equitable remedies it may have for such breach, the Company will have the right to terminate or suspend any such Termination Benefits (including, without limitation, any severance payments). The termination or suspension of any Termination Benefits in the event of such breach by the Executive will not affect the ongoing applicability of the terms of this Release.

12. Tax Treatment. The Company will undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Release and the Letter Agreement to the extent that it reasonably and in good faith determines that it is required to make such deductions, withholdings and tax reports. Payments under this Release and the Letter Agreement will be in amounts net of any such deductions or withholdings. Nothing in this Release or the Letter Agreement will be construed to require the Company to make any payments to compensate Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

13. Other Terms.

(a) Legal Representation; Review of Release. The Executive acknowledges that he has been advised to discuss all aspects of this Release with his attorney, that he has carefully read and fully understands all of the provisions of this Release and that he is voluntarily entering into this Release.

(b) Binding Nature of Release. This Release will be binding upon the Executive and upon his heirs, administrators, representatives and executors.

(c) Modification of Release; Waiver. This Release may be amended, only upon a written agreement executed by the Executive and a duly authorized officer of the Company.

(d) Severability. If at any future time it is determined by an arbitrator or court of competent jurisdiction that any covenant, clause, provision or term of this Release is illegal, invalid or unenforceable, the remaining provisions and terms of this Release will not be affected thereby and the illegal, invalid or unenforceable term or provision will be severed from the remainder of this Release. In the event of such severance, the remaining covenants will be binding and enforceable.

(e) Governing Law and Interpretation. This Release will be deemed to be made and entered into in the Commonwealth of Massachusetts and will in all respects be interpreted, enforced and governed under the laws of Massachusetts, without giving effect to the conflict of laws provisions of Massachusetts law. The Executive and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute. The language of all parts of this Release will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

(f) Entire Agreement; Absence of Reliance. This Release constitutes the entire agreement regarding the termination of Executive's employment with the Company and supersedes any previous agreements and understandings between the parties, except the Company's equity incentive plans and related agreements, the Letter Agreement *[name other agreements in effect at that time]*. The Executive acknowledges that he is not relying on any promises or representations by the Company or its agents, representatives or attorneys of either of them regarding any subject matter addressed in this Release.

(g) Assignment; Successors and Assigns, etc. Neither the Company nor the Executive may make any assignment of this Release or any interest herein, by operation of law or otherwise, without the prior written consent of the other party; provided that the Company may assign its rights under this Release without the consent of the Executive in the event that the Company will effect a reorganization, consolidate with or merge into any other corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets to any other corporation, partnership, organization or other entity. This Release will inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns.

(h) Confidentiality. The Company and Executive each agrees to use commercially reasonable efforts to maintain the confidentiality of this Release (or if disclosed to others, to provide for commercially reasonable confidentiality protections for any such disclosure), except to the extent required to comply with legal process or the requirements of applicable federal or state laws or regulations.

(i) Counterparts. This Release may be executed in any number of counterparts, including by facsimile or pdf, each of which when so executed and delivered will be taken to be an original, but all of which together will constitute one and the same document.

[remainder of this page intentionally left blank]

So agreed by the Executive:

Elan Z. Ezickson | Date

Scholar Rock, Inc.

[Name] | Date
[Position]

EXHIBIT C

COO GRANT

The number of Voting Incentive Units for the COO Grant are calculated as follows:

(i) All outstanding Parent Company Capital Units		
a. Outstanding Common Units		4,576,500
b. Series A Preferred Units		2,000,000
c. Series B Preferred Units (first tranche)		5,059,793
Subtotal		11,636,293
(ii) Authorized Incentive Units (including first tranche)		2,043,500
(iii) Future Series B Preferred Units		9,486,448
15% Additional Incentive Units		1,685,000
Subtotal		11,171,448
	Total	24,851,241
	X	.03
COO Grant	745,537 Voting Incentive Units	

EXHIBIT A

Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement

In consideration and as a condition of my employment by Scholar Rock LLC, a Delaware limited liability company (along with its Affiliates the "Company"), I hereby agree as follows:

1. **Proprietary Information**. I agree that all information, whether or not in writing, whether or not disclosed before or after I was first employed by the Company, concerning the Company's business, technology, business relationships or financial affairs that the Company has not released to the general public (collectively, "Proprietary Information"), and all tangible embodiments thereof, are and will be the exclusive property of the Company. By way of illustration, Proprietary Information may include information or material that has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, notes, email correspondence, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, biological or chemical materials, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information includes, without limitation, (1) information received in confidence by the Company from its customers or suppliers or other third parties, and (2) all biological or chemical materials and other tangible embodiments of the Proprietary Information.

2. **Recognition of Company's Rights**. I will not, at any time, without the Company's prior written permission, either during or after my employment, disclose or transfer any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies and other tangible embodiments of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. **Rights of Others**. I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons which require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. **Commitment to Company; Avoidance of Conflict of Interest**. While an employee of the Company, I will devote my full-time efforts to the Company's business and I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

5. **Developments**. I hereby assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns, all my right, title and interest in and to all Developments that: (a) are created, developed, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction (collectively, "conceived") during the period of my employment and six (6) months thereafter and that relate to the business of the Company or to products, methods or services being researched, developed, manufactured or sold by the Company; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises, Proprietary Information or personal property (whether tangible or

intangible) owned, licensed or leased by the Company (collectively, "Company-Related Developments"), and all patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide claiming, covering or otherwise arising from or pertaining to Company-Related Developments (collectively, "Intellectual Property Rights"). I further agree that "Company-Related Developments" include, without limitation, all Developments that (i) were conceived by me before my employment, (ii) relate to the business of the Company or to products, methods or services being researched, developed, manufactured or sold by the Company, and (iii) were not subject to an obligation to assign to another entity when conceived. I will make full and prompt disclosure to the Company of all Company-Related Developments, as well as all other Developments conceived by me during the period of my employment and six (6) months thereafter. I acknowledge that all work performed by me as an employee of the Company is on a "work for hire" basis. I hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments. "Developments" mean inventions, discoveries, designs, developments, methods, modifications, improvements, processes, biological or chemical materials, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship.

To preclude any possible uncertainty, I have set forth on Appendix A attached hereto a complete list of Developments conceived by me before my employment that are not Company-Related Developments ("Prior Inventions"). I have also listed on Appendix A all patent rights of which I am an inventor, other than those contained within Intellectual Property Rights ("Other Patent Rights"). If no such disclosure is attached, I represent that there are no Prior Inventions or Other Patent Rights. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or research or development program or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with the full right to sublicense through multiple tiers) to make, have made, modify, use, offer for sale, import and sell such Prior Invention. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company's prior written consent.

I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 5 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes.

6. **Documents and Other Materials**. I will keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments conceived by me, which records will be available to and remain the sole property of the Company at all times. All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, materials or other written, photographic or other tangible material containing or embodying Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. In the event of the termination of my employment for any reason, I will deliver to the Company all of the foregoing, and all other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies. Any property situated on the Company's premises and owned by the Company, including laboratory space, computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice.

7. **Enforcement of Intellectual Property Rights**. I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights, as well as all other patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide owned by or licensed to the Company. I will sign, both during and after the term of this Agreement, all papers, including copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development or Intellectual Property Rights. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the

Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in the same.

8. **Non-Competition and Non-Solicitation**. In order to protect the Company's Proprietary Information and good will, during my employment and for a period of twelve (12) months following the termination of my employment for any reason (the "Restricted Period"), I will not directly or indirectly, whether as owner, partner, shareholder, director, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any business activity anywhere in the world that develops, manufactures or markets products or services in the Company's Field of Business (as defined below), or that develops or manufactures any products, or performs any services, that are otherwise competitive with the products or services of the Company, or products or services that the Company has under development or that were the subject of active planning during the last twelve (12) months of my employment; provided that this will not prohibit any possible investment in publicly traded stock of a company representing less than one percent of the stock of such company. In addition, during the Restricted Period, I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert or take away any of the customers, business or prospective customers of the Company or any of its suppliers, and/or (b) solicit, entice or attempt to persuade any other employee or consultant of the Company to leave the services of the Company for any reason. I acknowledge and agree that if I violate any of the provisions of this Section 8, the running of the Restricted Period will be extended by the time during which I engage in such violation(s). For purposes of this Section, the Company's Field of Business shall mean research, discovery, design, manufacture, clinical development, seeking of regulatory approvals, marketing and/or commercialization of (i) antibodies, (ii) antigens or (iii) engineered protein- or amino acid-based agents for all uses and indications in humans or animals that act through modulation (including either as agonists or antagonists) of the activity of protein growth factors belonging to the Transforming Growth Factor-β superfamily.

9. **Government Contracts**. I acknowledge that the Company may have from time to time agreements with other persons or with the United States Government or its agencies which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under Section 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

10. **Prior Agreements**. I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

11. **Remedies Upon Breach**. I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.

12. **Use of Voice, Image and Likeness**. I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

13. **Publications and Public Statements**. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Proprietary Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public,

and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my period of employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by an officer of the Company before it is released in the public domain.

14. **No Employment Obligation**. I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, subject to the terms of the Employment Agreement to which this Agreement is attached as Exhibit A, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.

15. **Survival and Assignment by the Company**. I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its Affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or Affiliate to whose employ I may be transferred without the necessity that this Agreement be re-executed at the time of such transfer.

16. **Exit Interview**. If and when I depart from the Company, I may be required to attend an exit interview and sign an "Employee Exit Acknowledgement" to reaffirm my acceptance and acknowledgement of the obligations set forth in this Agreement. For twelve (12) months following termination of my employment, I will notify the Company of any change in my address and of each subsequent employment or business activity, including the name and address of my employer or other post-Company employment plans and the nature of my activities.

17. **Disclosure during the Restricted Period**. During the Restricted Period, I will (i) provide a copy of this Agreement to any prospective employer, partner or co-venturer prior to entering into a business relationship with such person or entity, and (ii) notify the Company of any such business relationship.

18. **Severability**. In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

19. **Entire Agreement**. This Agreement constitutes the entire and only agreement between the Company and me respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between us concerning such subject matter. No modification, amendment, waiver or termination of this Agreement or of any provision hereof will be binding unless made in writing and signed by an authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions.

20. **Interpretation**. This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within Suffolk County, Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts. As used in this Agreement, "including" means "including but not limited to".

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THIS AGREEMENT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the date set forth below.

Signed: .....

Nagesh Mahantappa

APPENDIX A

To: Scholar Rock, LLC

From: Nagesh Mahanthappa

Date: October __, 2012

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

X No inventions or improvements

☐ See below:

_____

_____

_____

☐ Additional sheets attached

The following is a list of all United States patents and patent applications in which I have been named as an inventor (note that foreign counterparts were filed in all cases, but status is not known to me as of today's date):

☐ None

X See below:

Issued Patents –

7,144,997	Vertebrate embryonic patterning-inducing proteins, compositions and uses related therto
7,138,492	Method of treating dopaminergic and GABA-nergic disorders
6,884,770	Methods and compositions for treating or preventing peripheral neuropathies
6,767,888	Neuroprotective methods and reagents
6,750,196	Methods of treating disorders of the eye
6,087,323	Use of neuregulins as modulators of cellular communication
5,681,568	Device for delivery of substances and methods of use thereof

Patent Applications –

20100144616	Neuroprotective methods and reagents
20080221037	Methods and compositions for treating disorders involving excitotoxicity
20070254364	Methods and compositions for treating disorders involving excitotoxicity
20070048286	Method of treating dopaminergic and GABA-nergic disorders
20040235739	Neuroprotective methods and reagents
20040220096	Method and compositions for treating dopaminergic and gabanergic disorders
20030162698	METHODS AND COMPOSITIONS FOR TREATING DOPAMINERGIC AND GABA-NERGIC DISORDERS
20030119729	METHOD OF TREATING DOPAMINERGIC AND GABA-NERGIC DISORDERS

20030083242 METHODS AND COMPOSITIONS FOR TREATING OR PREVENTING PERIPHERAL NEUROPATHIES

20030040465 NEUREGULINS AS MODULATORS OF CELLULAR COMMUNICATION

20020045206 VERTEBRATE EMBRYONIC PATTERNING-INDUCING PROTEINS, COMPOSITIONS AND USES RELATED THERTO

SCHOLAR ROCK, LLC

Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement

In consideration and as a condition of my employment, continued employment by or other service relationship with Scholar Rock, LLC (along with its parents, subsidiaries, affiliates, successors and assigns, the "Company"), I agree to the terms and conditions of this Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement (the "Agreement"). For purposes of this Agreement, references to the employment relationship shall mean any employment, co-employment, independent contractor or other service relationship, whether directly or through a third party, that I may have with the Company.

1. Proprietary Information. I agree that all information, whether or not in writing, concerning the Company's business, technology, business relationships or financial affairs which the Company has not released to the general public (collectively, "Proprietary Information") is and will be the exclusive property of the Company. By way of illustration, Proprietary Information may include information or material which has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, pre-clinical and clinical testing data and strategies, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes information received in confidence by the Company from its customers or suppliers or other third parties.

2. Recognition of Company's Rights. I will not, at any time, without the Company's prior written permission, either during or after my employment, disclose any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. Rights of Others. I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons which require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. Commitment to Company; Avoidance of Conflict of Interest. While an employee of the Company, I will devote my full-time efforts to the Company's business and I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

5. Developments. I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my employment. I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("Company-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights").

To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of Developments that I have, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my employment with the Company that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement ("Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each

such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. I have also listed on Exhibit A all patents and patent applications in which I am named as an inventor, other than those which have been assigned to the Company ("Other Patent Rights"). If no such disclosure is attached, I represent that there are no Prior Inventions or Other Patent Rights. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company's prior written consent.

This Agreement does not obligate me to assign to the Company any Development which, in the sole judgment of the Company, reasonably exercised, is developed entirely on my own time and does not relate to the business efforts or research and development efforts in which, during the period of my employment, the Company actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Company. However, I will also promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 5 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. I also hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments.

6. Documents and Other Materials. I will keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments developed by me during my employment, which records will be available to and remain the sole property of the Company at all times.

All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, or other written, photographic or other tangible material containing Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. Any property situated on the Company's premises and owned by the Company, including without limitation computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice. In the event of the termination of my employment for any reason, I will deliver to the Company all files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, or other written, photographic or other tangible material containing Proprietary Information, and other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies.

7. Enforcement of Intellectual Property Rights. I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. I will sign, both during and after the term of this Agreement, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.

8. Non-Competition and Non-Solicitation.

In order to protect the Company's Proprietary Information and good will, during my employment and for a period of one (1) year following the termination of my employment for any reason (the "Restricted Period"), I will not directly or indirectly, whether as owner, partner, shareholder, director, manager, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any business activity anywhere in the United States that develops, manufactures or markets any products, or performs any services, that are otherwise competitive with or similar to the products or services of the Company, or products or services that the Company or its affiliates, has under development or that are the subject of active planning at any time during my employment; provided that this shall not prohibit any possible investment in publicly traded stock of a company representing less than one percent of the stock of such company. In addition, during the Restricted Period, I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert, take away, accept or conduct any business from or with any of the customers or prospective customers of the Company or any of its suppliers, and/or (b) solicit, entice, attempt to persuade any other employee or consultant of the Company to leave the Company for any reason or otherwise participate in or facilitate the hire, directly or through another entity, of any person who is employed or engaged by the Company or who was employed or engaged by the Company within six months of any attempt to hire such person. I acknowledge and agree that if I violate any of the provisions of this paragraph 8, the running of the Restricted Period will be extended by the time during which I engage in such violation(s).

9. Government Contracts. I acknowledge that the Company may have from time to time agreements with other persons or with the United States Government or its agencies which impose obligations or restrictions on the Company

regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under paragraph 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

10. Prior Agreements. I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

11. Remedies Upon Breach. I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief, without the posting of a bond. If I violate this Agreement, in addition to all other remedies available to the Company at law, in equity, and under contract, I agree that I am obligated to pay all the Company's costs of enforcement of this Agreement, including attorneys' fees and expenses.

12. Publications and Public Statements. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to and/or incorporates any Proprietary Information.

13. No Employment Obligation. I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, unless otherwise agreed in a formal written employment agreement signed on behalf of the Company by an authorized officer, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason, with or without cause.

14. Survival and Assignment by the Company. I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose employ I may be transferred without the necessity that this Agreement be resigned at the time of such transfer.

15. Exit Interview. If and when I depart from the Company, I may be required to attend an exit interview. For twelve (12) months following termination of my employment, I will notify the Company of any change in my address and of each subsequent employment or business activity, including the name and address of my employer or other post-Company employment plans and the nature of my activities.

16. Disclosure to Future Employers. During the Restricted Period, I will provide a copy of this Agreement to any prospective employer, partner or co-venturer prior to entering into an employment, partnership or other business relationship with such person or entity.

17. Severability. In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

18. Interpretation. This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within Suffolk County, Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts.

[End of Text]

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ IT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this agreement as a sealed instrument as of the date set forth below.

Signed: _____
(Employee's full name)

Type or print name: Yung Chyung

Date: 2/3/2016

EXHIBIT A

To: **Scholar Rock, LLC**

From: Yung Chyung

Date: 2/3/2016

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

¬ No inventions or improvements

x See below:

Please see list of patents and patent applications below.

¬ Additional sheets attached

The following is a list of all patents and patent applications in which I have been named as an inventor:

_ None

x See below:

I am listed as an inventor in the Dyax Corp. patent "Evaluation and treatment of bradykinin-mediated disorders". In addition, I am listed in several pending applications, non-public at the time of this disclosure, that cover subject matter related to the above (i.e., bradykinin/plasma kallikrein pathway).

EXHIBIT A

Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement

In consideration and as a condition of my employment by Scholar Rock LLC, a Delaware limited liability company (along with its Affiliates the "Company"), I hereby agree as follows:

1. **Proprietary Information**. I agree that all information, whether or not in writing, whether or not disclosed before or after I was first employed by the Company, concerning the Company's business, technology, business relationships or financial affairs that the Company has not released to the general public (collectively, "Proprietary Information"), and all tangible embodiments thereof, are and will be the exclusive property of the Company. By way of illustration, Proprietary Information may include information or material that has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, notes, email correspondence, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, biological or chemical materials, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information includes, without limitation, (1) information received in confidence by the Company from its customers or suppliers or other third parties, and (2) all biological or chemical materials and other tangible embodiments of the Proprietary Information.

2. **Recognition of Company's Rights**. I will not, at any time, without the Company's prior written permission, either during or after my employment, disclose or transfer any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies and other tangible embodiments of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. **Rights of Others**. I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons which require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. **Commitment to Company; Avoidance of Conflict of Interest**. While an employee of the Company, I will devote my full-time efforts to the Company's business and I will not engage in any other business activity that conflicts with my duties to the Company. I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

5. **Developments**. I hereby assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns, all my right, title and interest in and to all Developments that: (a) are created, developed, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction (collectively, "conceived") during the period of my employment and six (6) months thereafter and that relate to the business of the Company or to products, methods or services being researched, developed, manufactured or sold by the Company; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises, Proprietary Information or personal property (whether tangible or

intangible) owned, licensed or leased by the Company (collectively, "Company-Related Developments"), and all patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide claiming, covering or otherwise arising from or pertaining to Company-Related Developments (collectively, "Intellectual Property Rights"). I further agree that "Company-Related Developments" include, without limitation, all Developments that (i) were conceived by me before my employment, (ii) relate to the business of the Company or to products, methods or services being researched, developed, manufactured or sold by the Company, and (iii) were not subject to an obligation to assign to another entity when conceived. I will make full and prompt disclosure to the Company of all Company-Related Developments, as well as all other Developments conceived by me during the period of my employment and six (6) months thereafter. I acknowledge that all work performed by me as an employee of the Company is on a "work for hire" basis. I hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments. "Developments" mean inventions, discoveries, designs, developments, methods, modifications, improvements, processes, biological or chemical materials, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship.

To preclude any possible uncertainty, I have set forth on Appendix A attached hereto a complete list of Developments conceived by me before my employment that are not Company-Related Developments ("Prior Inventions"). I have also listed on Appendix A all patent rights of which I am an inventor, other than those contained within Intellectual Property Rights ("Other Patent Rights"). If no such disclosure is attached, I represent that there are no Prior Inventions or Other Patent Rights. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or research or development program or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with the full right to sublicense through multiple tiers) to make, have made, modify, use, offer for sale, import and sell such Prior Invention. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company's prior written consent.

I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 5 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes.

6. **Documents and Other Materials**. I will keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments conceived by me, which records will be available to and remain the sole property of the Company at all times. All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, materials or other written, photographic or other tangible material containing or embodying Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. In the event of the termination of my employment for any reason, I will deliver to the Company all of the foregoing, and all other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies. Any property situated on the Company's premises and owned by the Company, including laboratory space, computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice.

7. **Enforcement of Intellectual Property Rights**. I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights, as well as all other patent rights, trademarks, copyrights and other intellectual property rights in all countries and territories worldwide owned by or licensed to the Company. I will sign, both during and after the term of this Agreement, all papers, including copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development or Intellectual Property Rights. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the

Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in the same.

8. **Non-Competition and Non-Solicitation**. In order to protect the Company's Proprietary Information and good will, during my employment and for a period of twelve (12) months following the termination of my employment for any reason (the "Restricted Period"), I will not directly or indirectly, whether as owner, partner, shareholder, director, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any business activity anywhere in the world that develops, manufactures or markets products or services in the Company's Field of Business (as defined below), or that develops or manufactures any products, or performs any services, that are otherwise competitive with the products or services of the Company, or products or services that the Company has under development or that were the subject of active planning during the last twelve (12) months of my employment; provided that this will not prohibit any possible investment in publicly traded stock of a company representing less than one percent of the stock of such company. In addition, during the Restricted Period, I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert or take away any of the customers, business or prospective customers of the Company or any of its suppliers, and/or (b) solicit, entice or attempt to persuade any other employee or consultant of the Company to leave the services of the Company for any reason. I acknowledge and agree that if I violate any of the provisions of this Section 8, the running of the Restricted Period will be extended by the time during which I engage in such violation(s). For purposes of this Section, the Company's Field of Business will mean research, discovery, design, manufacture, clinical development, seeking of regulatory approvals, marketing and/or commercialization of (i) antibodies, (ii) antigens or (iii) engineered protein- or amino acid-based agents for all uses and indications in humans or animals that act through modulation (including either as agonists or antagonists) of the activity of protein growth factors belonging to the Transforming Growth Factor-β superfamily.

9. **Government Contracts**. I acknowledge that the Company may have from time to time agreements with other persons or with the United States Government or its agencies which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under Section 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

10. **Prior Agreements**. I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

11. **Remedies Upon Breach**. I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.

12. **Use of Voice, Image and Likeness**. I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

13. **Publications and Public Statements**. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Proprietary Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public,

and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my period of employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by an officer of the Company before it is released in the public domain.

14. **No Employment Obligation.** I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, subject to the terms of the Letter Agreement to which this Agreement is attached as Exhibit A, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.

15. **Survival and Assignment by the Company.** I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its Affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or Affiliate to whose employ I may be transferred without the necessity that this Agreement be re-executed at the time of such transfer.

16. **Exit Interview.** If and when I depart from the Company, I may be required to attend an exit interview and sign an "Employee Exit Acknowledgement" to reaffirm my acceptance and acknowledgement of the obligations set forth in this Agreement. For twelve (12) months following termination of my employment, I will notify the Company of any change in my address and of each subsequent employment or business activity, including the name and address of my employer or other post-Company employment plans and the nature of my activities.

17. **Disclosure during the Restricted Period.** During the Restricted Period, I will (i) provide a copy of this Agreement to any prospective employer, partner or co-venturer prior to entering into a business relationship with such person or entity, and (ii) notify the Company of any such business relationship.

18. **Severability.** In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

19. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Company and me respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between us concerning such subject matter. No modification, amendment, waiver or termination of this Agreement or of any provision hereof will be binding unless made in writing and signed by an authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions.

20. **Interpretation.** This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within Suffolk County, Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts. As used in this Agreement, "including" means "including but not limited to".

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THIS AGREEMENT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the date set forth below.

Signed: _____

Elan Z. Ezickson

APPENDIX A

To: Scholar Rock, Inc.

From: Elan Z. Ezickson

Date: July 18, 2014

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements

☐ See below:

_____

_____

_____

☐ Additional sheets attached

The following is a list of all patents and patent applications in which I have been named as an inventor:

☒ None

☐ See below:

_____

_____

_____

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

OPTION AND LICENSE AGREEMENT

BY AND BETWEEN

SCHOLAR ROCK, INC. AND

JANSSEN BIOTECH, INC.

DATED AS OF DECEMBER 17, 2013

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

OPTION AND LICENSE AGREEMENT

THIS OPTION AND LICENSE AGREEMENT (this "**Agreement**") is dated as of December 17, 2013 (the "**Effective Date**") by and between Scholar Rock, Inc., a Delaware company having its principal place of business at 300 Third St., 4th Floor, Cambridge, MA 02142 ("**Scholar Rock**"), and Janssen Biotech, Inc., a Pennsylvania corporation having its principal place of business at 800/850 Ridgeview Drive, Horsham, PA 19044 ("**JBI**"). Scholar Rock and JBI are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Scholar Rock is conducting early stage drug discovery research efforts to develop drugs that target the transforming growth factor beta and the bone morphogenetic protein families of proteins;

WHEREAS, Scholar Rock and JBI shall establish a collaborative research program to generate Licensed Products for use in the Field; and

WHEREAS, JBI desires to obtain from Scholar Rock an exclusive option to research, develop, make and sell Licensed Product for use in the Field, and Scholar Rock desires to grant such rights to JBI on the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

The following terms shall have the following meanings as used in this Agreement:

1.1 "**Abandonment**" means if, at any time (i) Scholar Rock fails to initiate or conduct (or cause to be initiated or conducted) any material discovery or research activity for the Collaboration Molecules for a continuous period of [***], or (ii) Scholar Rock fails to comply with its diligence obligation pursuant to Section 3.1. For clarity, in no way shall this definition be construed to mean that the conduct described in subsection (i) would not be a breach of diligence obligations described in subsection (ii). For further clarity, (a) so long as Scholar Rock employs simultaneously a minimum of [***] actively and diligently performing the Program Plan, there shall be no "Abandonment" under clause (i), and (b) in the event there is a dispute between the Parties regarding whether a Collaboration Molecule having satisfied the criteria of Exhibit G and having a specific Pharmacological Profile has achieved Lead Criteria for such Collaboration Molecule to be Lead Molecule for such Pharmacological Profile, then so long as Scholar Rock is acting in good faith in its argument that such Lead Criteria has been achieved by such Collaboration Molecule, there shall be no "Abandonment" under clause (ii).

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

1.2 "**Accounting Standards**" means Generally Accepted Accounting Principles in the United States or the International Financial Reporting Standards, as appropriate.

1.3 "**Affiliate**" means a Person that controls, is controlled by or is under common control with a Party. For the purposes of this definition, the word "control" (including, but not limited to, with correlative meaning, the terms "controlled by" or "under common control with") as used with respect to any Party, shall mean the possession of at least 50% of the voting stock or other ownership interest of the other Person, or the power to direct or cause the direction of the management and policies of the Person or the power to elect or appoint at least 50% of the members of the governing body of the Person through the ownership of the outstanding voting securities or by contract or otherwise.

1.4 "**Antibody Specific Collaboration Know-How**" has the meaning set forth in Section 11.2.1(b).

1.5 "**Antibody Specific Collaboration Patents**" has the meaning set forth in Section 11.2.1(b).

1.6 "**Biosimilar Product**" means, with respect to a Licensed Product and on a country-by-country basis, a product that (a) is marketed for sale in such country by a Third Party (not licensed or otherwise permitted by JBI, its Affiliates or Sublicensees, except in the case of a compulsory license); (b) contains the corresponding Licensed Product, Lead Molecule, Collaboration Molecule, or substantial equivalent as an active pharmaceutical ingredient in such country; and (c) such product, as and to the extent required, is approved through an abbreviated process (similar, with respect to the United States, to an Abbreviated New Drug Applications under Section 505(j) of the Act (21 USC 355(j)) or is approved as a "Biosimilar Biologic Product" under Title VII, Subtitle A Biologies Price Competition and Innovation Act of 2009, Section 42 U.S.C. 262, Section 351 of the Public Health Service Act, or, outside the United States, in accordance with European Directive 2001/83/EC on the Community Code for medicinal products (Article 10(4) and Section 4, Part II of Annex I) and European Regulation EEC/2309/93 establishing the Community procedures for the authorisation and evaluation of medicinal products, each as amended, and together with all associated guidance, and any counterparts thereof or equivalent process outside of the US or EU to the foregoing, in each case that relies on or incorporates data generated by JBI or any of its Affiliates or Sublicensees for the corresponding Licensed Product under this Agreement in connection with such approval.

1.7 "**BLA**" means (a) a Biologies License Application as defined in the FD&C Act and the regulations promulgated thereunder, or (b) a Marketing Authorization Application ("**MAA**") in the EU, or (c) any equivalent or comparable application, registration or certification in any other country or region.

1.8 "**Business Day**" means a day on which banking institutions in Boston, Massachusetts, United States and Harrisburg, Pennsylvania, United States are open for business, excluding any Saturday or Sunday.

1.9 "**Claims**" means all charges, complaints, actions, suits, proceedings, hearings, investigations, claims and demands.

1.10 "**CMCC**" means the Children's Medical Center Corporation and any successor thereto.

1.11 "**CMCC In-Licensed Patents**" means any and all Patents licensed to Scholar Rock by CMCC pursuant to the In-License Agreement.

1.12 "**Collaboration Molecules**" means (i) [***] specified in Exhibit G attached hereto, and to have either the S/I Pharmacological Profile or the R/A Pharmacological Profile, (ii) [***], and (iii) [***].

1.13 "**Collaboration Patents**" means, collectively, the Scholar Rock Collaboration Patents, the JBI Collaboration Patents and the Joint Collaboration Patents.

1.14 "**Collaboration Term**" means the period during which the Parties will perform the Program Plan commencing on the Effective Date and terminating on the earlier of: (i) two (2) years from the Effective Date or (ii) such date as JBI has exercised its License Option for Collaboration Molecules with each of the Pharmacological Profiles. In case the Collaboration Term has terminated as described in subsection (i), the Collaboration Term may be extended for up to one (1) additional year by mutual written agreement of the Parties. In the event of termination of the Agreement prior to the end of the Collaboration Term, the Collaboration Term will be considered to have ended as of the Agreement termination date.

1.15 "**Combination Product**" means a product that includes a Collaboration Molecule or Lead Molecule and at least one additional other active ingredient.

1.16 "**Commercialization**" and "**Commercialize**" mean any and all activities directed to marketing, promoting, manufacturing for sale, packaging and distributing Licensed Product, offering for sale and selling of Licensed Product or importing Licensed Product for sale. When used as a verb, "Commercialize" means to engage in Commercialization.

1.17 "**Commercially Reasonable Efforts**" [***].

1.18 "**Control**" means, with respect to any intellectual property right or other tangible or intangible property, that a Party or one of its Affiliates owns or has a license or sublicense to such right, or property, and has the ability to grant access, license or sublicense to such right, or property, without violating the terms of any agreement or other arrangement with any Third Party in existence as of the time such Party or its Affiliate would first be required hereunder to grant the other Party such access license or sublicense or requiring any payment by such Party or its Affiliates to any such Third Party under any such agreement or other arrangement.

1.19 "**Currency Hedge Rate**" is calculated as a weighted average hedge rate of the outstanding external foreign currency forward hedge contract(s) of Johnson & Johnson and its Affiliates with Third Party banks. The hedge contract(s) protects the transactional foreign exchange risk exposures of Johnson & Johnson and its Affiliates in compliance with internal policy ensuring or establishing a systematic build up of a yearly currency hedge rate(s) (i.e., to reduce the impacts of one-off foreign currency volatility), that has proper hedge effectiveness (*i.e.*, the hedge contract(s) is expected to be effective in offsetting changes in the cash flow of the hedge contract(s) to changes in the cash flow related to the hedged exposure) and that is not speculative (*i.e.*, entering into a hedge contract(s) that does not reduce the risk of loss due to adverse currency movements and entering into hedge contract(s) associated with no underlying exposure).

1.20 "**Develop**" and "**Development**" means any and all activities necessary or desirable to develop a Licensed Product and to obtain and maintain Regulatory Approval of a Licensed Product, including, but not limited to, toxicology, clinical studies, quality assurance/quality control, delivery systems, formulation, statistical analysis, report writing, generation of data, product approval and registration activities and all other activities related thereto.

1.21 "**Dollars**" or "**$**"means the legal tender of the United States of America.

1.22 "**EMA**" means the European Medicines Agency or any successor agency thereto.

1.23 "**Exclusive License**" has the meaning set forth in Section 2.1.

1.24 "**EU**" means the European Union, as its membership may be constituted from time to time, and any successor thereto.

1.25 "**FDA**" means the United States Food and Drug Administration or any successor agency thereto.

1.26 "**FD&C Act**" means the United States Federal Food, Drug and Cosmetic Act, as amended.

1.27 "**Field**" means the diagnosis, therapeutic treatment and prevention, of all Indications in the field of human health.

1.28 "**Financing Failure**" [***].

1.29 "**First Commercial Sale**" means, on a Licensed Product-by-Licensed Product, country-by-country and Indication-by-Indication basis, the first commercial sale in an arms' length transaction of a Licensed Product to a Third Party by JBI or any of its Affiliates or Sublicensees in such country for such Indication following applicable BLA Approval of such Licensed Product in such country for such Indication.

1.30 "**FTE Rate**" shall mean the amount JBI shall pay Scholar Rock over a consecutive twelve (12) month period pursuant to Section 3.2 to support each FTE. The FTE Rate shall be $[***]US Dollars, unless otherwise agreed by the Parties in the Program Plan.

1.31 "**Full Time Equivalent**" or "**FTE**" shall mean the equivalent of a full-time scientist of Scholar Rock working one hundred percent (100%) of his or her scientific or technical work per year on, or directly related to, the conduct of activities of the Program Plan. Scientific or technical work includes research, experimental laboratory work, recording and writing up results, reviewing literature and references, holding scientific discussions, and managing and directing scientific or technical staff. Scientific or technical work on projects that are not part of the Program Plan shall not be included. The portion of an FTE year devoted to the Program Plan by a scientist working for or on behalf of Scholar Rock shall be determined based on the percentage of time that such scientist reported that he or she devoted to such scientific or technical work in each calendar month, using Scholar Rock's or the industry's standard time reporting methodology consistently applied.

1.32 "**GAAP**" means generally accepted accounting principles.

1.33 "**Governmental Authority**" means any court, tribunal, arbitrator, agency, legislative body, commission, official or other instrumentality of (a) any government of any country, (b) a federal, state, province, county, city or other political subdivision thereof or (c) any supranational body. For clarity, Governmental Authority shall include the FDA and the European Medicines Agency.

1.34 "**IND**" means an investigational new drug application filed with the FDA as more fully defined in 21 C.F.R. § 312.3.

1.35 "**Indication**" means a disease or pathological condition for which a separate pivotal trial and a separate BLA application is required for the purpose of obtaining a BLA approval.

1.36 "**In-License Agreement**" means the Exclusive License Agreement, dated December 17, 2013, between Scholar Rock and CMCC, as such agreement may be amended or restated in a manner that does not materially adversely affect JBI's rights under this Agreement.

1.37 "**JBI Applied Know-How**" means all Know-How that (a) is Controlled by JBI (or any of its Affiliates, licensors or Sublicensees) during the Term (other than as a result of the rights or licenses granted by Scholar Rock under this Agreement), and (b) is incorporated by or on behalf of JBI (or any of its Affiliates or Sublicensees) in any Licensed Product.

1.38 "**JBI Applied Patents**" means (a) any and all JBI Collaboration Patents and Joint Collaboration Patents, and (b) any and all Patents that (i) are Controlled by JBI (or any of its Affiliates) during the Term (other than as a result of the rights or licenses granted by Scholar Rock under this Agreement), including any and all Patents covering any inventions conceived by

JBI, its Affiliates or designees in connection with activities under this Agreement during the Term, and (ii) the subject matter of the claims of which is incorporated in any Collaboration Molecule or Licensed Product or any method of making or using the same.

1.39 "**JBI Accounting Quarter**" means a financial quarter based on the J&J Universal Calendar for that year (a copy of which is attached hereto as Exhibit E for 2013 and 2014) that is used by JBI and its Affiliates for internal and external reporting purposes; provided, however, that the first JBI Accounting Quarter for the first JBI Accounting Year extends from the Effective Date to the end of the then current JBI Accounting Quarter and the last JBI Accounting Quarter extends from the first day of such JBI Accounting Quarter until the effective date of the termination or expiration of the Agreement.

1.40 "**JBI Accounting Year**" means a year based on the J&J Universal Calendar for that year.

1.41 "**JBI Collaboration Patents**" has the meaning set forth in Section 11.2.1(a).

1.42 "**Joint Collaboration Patents**" has the meaning set forth in Section 11.2.1 (a).

1.43 "**Joint Patents**" means all Patents covering inventions jointly conceived by JBI and Scholar Rock during the Term, including, without limitation, any and all Joint Collaboration Patents.

1.44 "**Know-How**" means any information which is not in the public domain including, but not limited to, inventions, discoveries, concepts, data, formulae, ideas, specifications, procedures for experiments and tests and results of experiments, experimentation and testing, results of research and development, laboratory records, clinical trial data, case reports, data analysis and summaries, and information in submissions to and information from ethics committees and Governmental Authorities.

1.45 "**Law**" or "**Laws**" means all applicable laws, statutes, rules, codes, regulations, guidelines, orders, judgments and/or ordinances of any Governmental Authority having jurisdiction over the Development, Manufacture and/or Commercialization of Licensed Product.

1.46 "**Lead Criteria**" means the criteria for a Collaboration Molecule to become a Lead Molecule specified in Exhibit B.

1.47 "**Lead Molecule**" means a Collaboration Molecule that satisfies the Lead Criteria as determined by the Program Committee and confirmed by JBI acting in good faith.

1.48 "**License Option**" has the meaning set forth in Section 2.1.

1.49 "**Licensed Product**" means any pharmaceutical product in finished form that incorporates a Lead Molecule or Collaboration Molecule as an active ingredient and all formulations, dosages and delivery systems thereof. For clarity, a Combination Product shall be

considered a Licensed Product, however, this inclusion shall not be read to provide a license to JBI, its Affiliates or its Sublicensees for any other active ingredient in a Combination Product that is not a Collaboration Molecule or Lead Molecule, under intellectual property (including Patents and Know-How) of Scholar Rock or any of its Affiliates claiming, covering or with respect to, such other active ingredient on a stand-alone basis apart from its inclusion in the Combination Product.

1.50 "**Licensed Technology**" means the Scholar Rock Know-How and the Scholar Rock Patents.

1.51 "**Losses**" means any and all damages, awards, deficiencies, settlement amounts, defaults, assessments, fines, dues, costs, fees, liabilities, obligations, taxes, liens, losses, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, interest and reasonable fees of accountants and other experts).

1.52 "**Manufacture**" means all activities related to the manufacture of Collaboration Molecules, Lead Molecules and/or Licensed Products including, but not limited to, manufacturing supplies for Development and Commercialization, packaging, in-process and finished product testing, release of product or any component or ingredient thereof, quality assurance and quality control activities related to manufacturing and release of product, ongoing stability tests, storage, shipment, and regulatory activities related to any of the foregoing.

1.53 "**Net Sales**" means the gross amount invoiced on sales of Licensed Product in the Territory by JBI, its Affiliates and Sublicensees to any Third Party purchaser in an arms-length transaction, less the following deductions determined in accordance with Accounting Standards consistently applied, to the extent specifically and solely allocated to such Licensed Product and actually taken, paid, accrued, allowed, included or allocated, based on good faith estimates, in the gross sales price with respect to such sales and not reimbursed by such Third Party. Good faith estimates will be employed to appropriately reflect and report Net Sales in a given Universal Quarter under relevant Accounting Standards. All good faith estimates used in the reflection and reporting of Net Sales and that serve as the basis for the calculation of milestone and royalty payments due to Scholar Rock will be trued up to actualized amounts in subsequent Universal Quarters in adherence with Accounting Standards:

(i) normal and customary trade, cash and/or quantity discounts, allowances, fees (or administrative fees), and credits allowed or paid, in the form of deductions actually allowed or fees actually paid with respect to sales of such Licensed Product (to the extent not already reflected in the amount invoiced) excluding commissions for commercialization;

(ii) retroactive price reductions, allowances or credits actually granted upon rejections or returns of Licensed Product, including for recalls or damaged goods and billing errors;

(iii) discounts, chargeback payments, rebates, and reimbursements (or equivalent thereof) actually granted to managed health care organizations, group purchasing organizations or other buying groups, pharmacy benefit management companies (or equivalent thereof), health maintenance organizations, federal, state/provincial, local or other governments or their agencies or purchasers, reimbursers or trade customers, and any other providers of health insurance coverage, health care organizations or other health care institutions (including hospitals), health care administrators or patient assistance or other similar programs;

(iv) compulsory payments and cash rebates related to the sales of such Licensed Product actually paid to a Governmental Authority (or agent thereof) pursuant to governmental regulations by reason of any national or local health insurance program or similar program, to the extent allowed and taken; including government levied fees as a result of healthcare reform policies;

(v) outbound freight, shipping, insurance and other transportation expenses to the extent included in the price and separately itemized on the invoice price;

(vi) tariffs; duties; excise, sales, use, value-added and other similar taxes (other than taxes based on income); customs duties; or other government charges, in each case imposed on the sale of such Licensed Product to the extent included in the price and separately itemized on the invoice, including VAT, but only to the extent that such VAT are not reimbursable or refundable; and

(vii) amounts previously included in Net Sales of Licensed Product that are written off as uncollectible debt after reasonable collection efforts, in accordance with standard practices of the applicable party, provided that if the debt is thereafter paid, the corresponding amount shall be added to the Net Sales of the period during which it is paid.

All aforementioned deductions shall only be allowable to the extent they are commercially reasonable and shall be determined, on a country-by-country basis, as incurred in the ordinary course of business in type and amount consistent with JBI's, the Affiliate's, or Sublicensee's (as the case may be) business practices consistently applied across its product lines and accounting standards and verifiable based on its sales reporting system. No amount may be deducted twice even if it corresponds to more than one of the categories listed above.

Notwithstanding anything in this Agreement to the contrary, the transfer of a Licensed Product between or among JBI, its Affiliates and Sublicensees (and Affiliates of the Sublicensees) will not be considered a sale, provided, that in the event an Affiliate or Sublicensee is the end-user of a Licensed Product, the transfer of a Licensed Product to such Affiliate or Sublicensee shall be included in the calculation of Net Sales at the average selling price charged in an arm's length sale to a Third Party who is not an Affiliate or Sublicensee (or an Affiliate of the Sublicensee) in the relevant period. Net Sales will include the cash consideration received on a sale and the fair market value of all non-cash consideration.

Disposition of a Licensed Product for, or use of a Licensed Product in, clinical trials or other scientific testing, as free samples, or under compassionate use, named patient sales, patient assistance, or test marketing programs or other similar programs or studies where a Licensed Product is supplied without charge shall not result in any Net Sales however if JBI or any of its Affiliates or Sublicensees charges for such Licensed Product, the amount billed will be included in the calculation of Net Sales, but for the sake of clarity such disposition or use of a Licensed Product shall never constitute a First Commercial Sale.

In the event a Licensed Product is sold in a bundle with other products from JBI, its Affiliates or Sublicensees (a "**Bundled Product**") and the customer receives a specific discount for such "bundling" of products (for clarity, this situation describes bundling of two or more separate products, each in finished dosage form, and not a fixed combination of two active pharmaceutical ingredients), the Net Sales of any Bundled Product, for the purposes of determining milestone or royalty payments due under this Agreement, shall be determined by multiplying the relevant Net Sales by the fraction, A/(A+**B**) where A is the weighted (by sales volume) average sale price in a particular country of the Licensed Product in the previous JBI Accounting Year when sold separately and B is the weighted average sale price in that country in the previous JBI Accounting Year of the other products sold separately. In the event that such average sale price cannot be determined for either the Licensed Product(s) or the other product(s) in the Bundled Product, for purposes of determining the milestone or royalty payments due under this Agreement, the bundling discount granted shall be considered as having been granted in its entirety with respect to the other product(s) only and shall not be applied to the sales of any Licensed Product(s).

Net Sales of any Combination Product for the purpose of determining milestone or royalty payments due under this Agreement shall be calculated on a country-by-country basis by multiplying the Net Sales of the Licensed Product by the fraction X/(X+Y), where X is the price of the Licensed Product component when sold separately in a country and Y is the price of the other active ingredient(s) included in the Licensed Product when sold separately in such country. If, on a country-by-country basis, neither the Licensed Product component nor the other active ingredient(s) of the Licensed Product is sold separately in said country, Net Sales for the purposes of determining milestone or royalty payments due under this Agreement in connection with the Licensed Product shall be attempted to be determined by the Parties in good faith based on the relative selling price of the analogous Licensed Product component and the additional active ingredient(s) included in the Licensed Product.

1.54 "**New Molecular Entity Designation**" shall mean the JBI internal designation that a Collaboration Molecule has achieved new molecular entity status at JBI or its Affiliate upon fulfillment of the criteria specified in Exhibit D.

1.55 "**Option Period**" means, on a Pharmacological Profile-by-Pharmacological Profile basis, the time period commencing on the Effective Date and terminating upon the earlier of (i) exercise of the License Option for such Pharmacological Profile pursuant to Section 2.2.1

or Section 2.2.2, or (ii) expiry of the License Option for such Pharmacological Profile as set forth in Section 2.2.

1.56 "**Patent**" means patents and patent applications and all substitutions, divisions, continuations, continuations-in-part, any patent issued with respect to any such patent applications, any reissue, reexamination, utility models or designs, renewal or extension (including any supplementary protection certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent, and all counterparts thereof in any country.

1.57 "**Person**" means any natural person, corporation, firm, business trust, joint venture, association, organization, company, partnership or other business entity, or any government, or any agency or political subdivisions thereof.

1.58 "**Pharmacological Profile(s)**" means either the R/A Pharmacological Profile or the S/I Pharmacological Profile or both, as the context requires.

1.59 "**Phase 1 Study**" means, wherever in the world conducted, a clinical study in humans of a pharmaceutical product, the principal purpose of which is preliminary determination of safety, including the preliminary testing of a dosage range and the observation of possible side effects, or that would otherwise satisfy the requirements of 21 C.F.R. § 312.21(a) in the U.S., or its foreign equivalent.

1.60 "**Phase 2 Study**" means, wherever in the world conducted, a pilot clinical study in humans of the short-term side effects and risks associated with a product and its efficacy for the indication under investigation in such study, or that would otherwise satisfy the requirements of 21 C.F.R. § 312.21(b) in the U.S., or its foreign equivalent.

1.61 "**Phase 3 Study**" means, wherever in the world conducted, a study in humans of the safety and efficacy of a product, which is prospectively designed to demonstrate statistically whether such product is safe and effective for use in the indication under investigation in a manner sufficient to file to obtain BLA approval to market and sell that product in the U.S. or any other country for the indication under investigation in such study or that would otherwise satisfy the requirements of 21 C.F.R. § 312.21(c) in the U.S., or its foreign equivalent.

1.62 "**Promotional Materials**" means all written, printed, video or graphic advertising, promotional, educational and communication materials for marketing, advertising and promoting of Licensed Product.

1.63 "**Program Committee**" has the meaning set forth in Section 3.9.

1.64 "**Program Plan**" has the meaning set forth in Section 3.3.

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

1.65 "**R/A Pharmacological Profile**" means, with respect to a Collaboration Molecule, [***].

1.66 "**Regulatory Approval**" means a BLA, together with all other approvals (including, but not limited to, where applicable, pricing and reimbursement approval and schedule classifications), product and/or establishment licenses, registrations or authorizations (including, but not limited to, marketing authorizations) of any Governmental Authority that may be necessary for the marketing, sale and commercialization of a pharmaceutical product in any country or region in the Territory.

1.67 "**Regulatory Exclusivity**" means exclusive marketing rights or data exclusivity rights conferred by a Governmental Authority with respect to a Licensed Product preventing a product other than such Licensed Product from receiving BLA approval by relying on any data obtained or submitted for such Licensed Product, which exclusive marketing rights or data exclusivity rights are granted upon approval of a Licensed Product in the country in question in the US pursuant to 42 U.S.C. §§ 262(k)(**7**) and 262(m)(2)(A) and in the EMA pursuant to European Directive 2001/83/EC on the Community Code for medicinal products (Article 10) (for example, as of the Effective Date, the longest period of Regulatory Exclusivity in the US is twelve (12) years (with an additional six (6) months if there is pediatric exclusivity), eight (8) years in Japan, and between eight (8) and eleven (11) years in the EU) and analogous provisions in countries other than the US or in EU. For clarity, Regulatory Exclusivity does not include exclusivity rights pursuant to 42 U.S.C. § 262(m)(2)(B) and analogous provisions in countries other than the US, for example, orphan drug exclusivity.

1.68 "**Regulatory Materials**" means regulatory applications, submissions, notifications, communications, correspondence, registrations, Regulatory Approvals and/or other filings made to, received from or otherwise conducted with a Governmental Authority that are related to Developing, Manufacturing, obtaining marketing authorization, marketing, selling or otherwise Commercializing a Licensed Product in a particular country or regulatory jurisdiction.

1.69 "**Royalty Term**" means the period of time beginning upon the First Commercial Sale, on a Licensed Product-by-Licensed Product basis and on a country-by-country basis, until the latest to occur of: (i) expiration of the last to expire Valid Claim of a Scholar Rock Patent or Joint Patent covering the composition-of-matter or method of use of such Licensed Product in such country (*i.e.*, which would absent the license to such Valid Claim be infringed by the importation, manufacture, use or sale of such Licensed Product in such country), (ii) the tenth (10th) year anniversary of the First Commercial Sale of such Licensed Product in such country, or (iii) termination or expiration of the Regulatory Exclusivity for such Licensed Product in such country.

1.70 "**scFvs**" has the meaning set forth in Section 1.12.

1.71 "**Scholar Rock Know-How**" means all Know-How Controlled by Scholar Rock as of the Effective Date or during the Term that is reasonably necessary or useful to develop,

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

make or use Collaboration Molecules or Lead Molecules, or to develop, make, use, import, offer to sell or sell Licensed Product in the Field.

1.72 "**Scholar Rock Collaboration Patents**" has the meaning set forth in Section 11.2.1(a).

1.73 "**Scholar Rock Core Patents**" means all Scholar Rock Patents, other than the Scholar Rock Collaboration Patents and the Joint Collaboration Patents.

1.74 "**Scholar Rock Patents**" means all Patents Controlled by Scholar Rock as of the Effective Date that claim Collaboration Molecules, Lead Molecules and/or Licensed Products or the making, using or selling of Collaboration Molecules, Lead Molecules and/or Licensed Products. The Scholar Rock Patents as of the Effective Date are those listed in Exhibit A hereto. The Scholar Rock Patents shall also include, subject to Section 15.10 (Consequences of Scholar Rock Industry Transaction), any Patents that claim Collaboration Molecules, Lead Molecules and/or Licensed Products or the making, using or selling of Collaboration Molecules, Lead Molecules and/or Licensed Products that Scholar Rock may come to Control during the Term, including, without limitation, any and all Scholar Rock Collaboration Patents and Joint Collaboration Patents.

1.75 "**S/I Pharmacological Profile**" means, with respect to a Collaboration Molecule, [***].

1.76 "**Sublicensee**" means a Third Party to which JBI or its Affiliate has granted or grants rights, as permitted under Section 2.3, to develop, make, have made, use, import, sell, have sold or offer for sale Licensed Product(s), or any further sublicensee of such rights (regardless of the number of tiers, layers or levels of sublicenses of such rights).

1.77 "**Tax**" or "**Taxes**" means any present or future taxes, levies, imposts, duties, charges, assessments or fees of any nature (including any interest thereon).

1.78 "**Territory**" means worldwide.

1.79 "[***]**Constructs**" means, collectively, Construct 1 and Construct 2, both as more specifically described on Exhibit H.

1.80 "**Third Party**" means any entity other than Scholar Rock or JBI or their respective Affiliates.

1.81 "**Universal Quarter**" means a calendar quarter based on the J&J Universal Calendar for that year (defined on Exhibit E) and shall be updated by J&J for each Universal Year of the Term consistent with the J&J Universal Calendar used for J&J's internal business purposes; provided, however, that the first universal quarter for the first Universal Year shall extend from the Effective Date to the end of the then current Universal Quarter and the last

Universal Quarter shall extend from the first day of such Universal Quarter until the effective date of the termination or expiration of the Agreement.

1.82 "**Universal Year**" means a calendar year (which shall be a 12-month period) during the Term correlating to the J&J Universal Calendar for that year. The last Universal Year of the Term shall begin on the first day of the J&J Universal Calendar Year for the year during which termination or expiration of the Agreement will occur, and the last day of such Universal Year shall be the effective date of such termination or expiration.

1.83 "**US**" means the United States of America and its territories, possessions and commonwealths.

1.84 "**Valid Claim**" means a claim of a Patent that (a) has not been rejected, revoked or held to be invalid or unenforceable by a court or other authority of competent jurisdiction, from which decision no appeal can be further taken or (b) has not been finally abandoned, disclaimed or admitted to be invalid or unenforceable through reissue or disclaimer. In order to be a Valid Claim, any claim being prosecuted in a pending patent application must be prosecuted in good faith and not have been pending for more than [***] from the date of the first substantive office action issued by the applicable patent registration authority for the earliest of the patent applications in the patent application family in the country in question, in which case it shall cease to be considered a Valid Claim until the patent issues and recites said claim; provided, however, that, with respect to the CMCC In-Licensed Patents, Valid Claim as used in this Agreement shall have the meaning given to such term in the In-License Agreement.

ARTICLE 2
LICENSES AND OTHER COVENANTS

2.1 License and Option Grant.

2.1.1 Scholar Rock hereby grants to JBI during the Option Period a non-exclusive, sublicenseable (as specified below in Section 2.3) license under all Licensed Technology to research, develop, and use the Collaboration Molecule(s) and/or Lead Molecule(s) for use in the Field and in the Territory. For clarity, JBI shall not have a license from Scholar Rock to Commercialize any Collaboration Molecule, Lead Molecule or Licensed Product unless and until JBI has exercised its License Option in accordance with Section 2.2 for Collaboration Molecules with such Pharmacological Profile. Scholar Rock hereby grants to JBI during the Option Period an exclusive option (the "**License Option**") to be exercised in accordance with Section 2.2 on a Pharmacological Profile-by-Pharmacological Profile basis, whereby, following exercise by JBI for Collaboration Molecules with such Pharmacological Profile and Scholar Rock's receipt of the Option Exercise Fee pursuant to Section 8.1, Scholar Rock grants to JBI an exclusive, sublicenseable (as specified below in Section 2.3) license under all Licensed Technology to research, develop, use, make, have made, import, obtain regulatory approval, sell, offer to sell and otherwise Commercialize the Collaboration Molecule(s), Lead Molecule(s) and/or Licensed Product(s) with such Pharmacological Profile for use in the Field

and in the Territory (the "**Exclusive License**"). Notwithstanding the foregoing Exclusive License, (a) Scholar Rock and its Affiliates shall retain the right to use all Collaboration Molecules and Lead Molecules for internal, non-clinical research purposes but without the right to publish on these activities or transfer or grant a non-exclusive or exclusive research license to any Third Party (except upon providing written advance notice to JBI of such activities on a fee-for-service basis with contract research organizations and other service providers to conduct research activities for Scholar Rock and its Affiliates more than twelve (12) months after JBI's exercise of the License Option for a Pharmacological Profile and for those Collaboration Molecules that are not (i) Lead Molecules, (ii) incorporated into a Licensed Product, (iii) backup molecules of Lead Molecules used by JBI of which JBI notifies Scholar Rock in writing, or (iv) any active binding fragment or other derivative of the foregoing items (i)-(iii)), and (b) Scholar Rock and its Affiliates shall retain the right under the Licensed Technology to perform (or to have performed by permitted subcontracting as provided in Section 3.1) its activities under the Program Plan and otherwise only in furtherance of the research and development activities to be conducted by Scholar Rock and its Affiliates during the Collaboration Term.

2.1.2 The CMCC In-Licensed Patents are included in the non-exclusive license granted to JBI during the Option Period on the terms set forth in Section 2.1.1 and, if JBI exercises the License Option, in the Exclusive License (but only to the extent that Scholar Rock, as of such exercise date, has exclusive rights to such CMCC In-Licensed Patents under its agreement with CMCC) granted to JBI following such exercise date on the terms set forth in Section 2.1.1, provided however that JBI agrees to comply as of the Effective Date with the additional terms imposed by CMCC as set out in Exhibit I.

2.2 Option Exercise.

2.2.1 Voluntary Exercise. At any time from the Effective Date until the end of the Collaboration Term, JBI may exercise the License Option for Collaboration Molecule(s) with either Pharmacological Profile existing as of such time by providing written notice to Scholar Rock of its intent to exercise which will include any information necessary for Scholar Rock to invoice JBI for the Option Exercise Fee set forth in and payable in accordance with Section 8.1. Upon Scholar Rock's receipt of such Option Exercise Fee, the Exclusive License for such Collaboration Molecule(s) with such Pharmacological Profile existing as of the date of such exercise will automatically come into effect.

2.2.2 Automatic Exercise. On a Pharmacological Profile-by-Pharmacological Profile basis, Scholar Rock will notify the Program Committee upon designating that a Collaboration Molecule should be a Lead Molecule for such Pharmacological Profile based upon satisfaction of the Lead Criteria. Upon such notice, the Program Committee and JBI will have up to sixty (60) days immediately following such notification (the last day of such sixty (60) day period the "**Notification Deadline**") to verify such Lead Molecule's fulfillment of the Lead Criteria. In the event that the Program Committee's and JBI's assessment is that such Lead Molecule fulfills the Lead Criteria, JBI shall so notify Scholar Rock on or

before the Notification Deadline (a "**JBI Exercise Acknowledgment Notice**"), whereupon the License Option will be considered to be exercised by JBI for such Lead Molecule and all other Collaboration Molecules existing as of the date of such exercise, in each case, with such Pharmacological Profile and the Option Exercise Fee shall be payable in accordance with Section 8.1. In the event that JBI in good faith believes that such Lead Molecule for such Pharmacological Profile does not fulfill the Lead Criteria, it shall so notify Scholar Rock on or before the Notification Deadline and the License Option for such Pharmacological Profile will not be deemed exercised. Thereafter, without limitation of its diligence obligations under Section 3.1, Scholar Rock will continue to perform under the Program Plan in order to generate Lead Molecules for such Pharmacological Profile that fulfill the Lead Criteria through the end of the Collaboration Term. In the event that a Lead Molecule for a specific Pharmacological Profile has not been designated and JBI has not exercised the License Option voluntarily pursuant to Section 2.2.1 by the end of the Collaboration Term, any unexercised License Option will expire and the Agreement will terminate with respect to the applicable Pharmacological Profile and all Collaboration Molecules and Lead Molecules (including such in a Licensed Product) with such a Pharmacological Profile, and Scholar Rock shall retain all right, title and interest in and to such Collaboration Molecules, Lead Molecules and Licensed Products existing as of such termination date. Notwithstanding the foregoing, in the event that there is an uncured Abandonment pursuant to Sections 3.5.1 or 3.5.2, JBI may also exercise the License Option during the period contemplated in and on the conditions set out in Section 3.5.2. Upon exercise of the License Option for a Lead Molecule with a specific Pharmacological Profile and Scholar Rock's receipt of the Option Exercise Fee pursuant to Section 8.1, the Exclusive License for such Lead Molecule and all other Collaboration Molecules with the same Pharmacological Profile existing as of the date of such exercise will automatically come into effect.

2.2.3 Following JBI's exercise of the License Option for Collaboration Molecules and/or Lead Molecules with a specific Pharmacological Profile under either Section 2.2.1 or Section 2.2.2, except as otherwise provided herein, Scholar Rock's research and development obligations under the Program Plan with respect to such and other Collaboration Molecules and Lead Molecules with such Pharmacological Profile shall cease, provided that, as the Parties may mutually agree, including with respect to the scope and duration thereof, Scholar Rock may continue to perform certain research work on such existing Collaboration Molecules and/or Lead Molecules provided that Scholar Rock need not employ more than the number of FTEs designated in the Program Plan (then in effect on the date of JBI's exercise) and JBI continues to fund the same at least at the FTE Rate.

2.3 Sublicensing and Subcontracting. Subject to this Section 2.3, JBI shall have the right to grant sublicenses of the licenses granted to JBI in Section 2.1.1 under the Licensed Technology to (a) its Affiliates and (b) Third Parties. Scholar Rock shall be notified in writing within twenty (20) Business Days after the grant of any sublicense to a Third Party other than to subcontractors in the ordinary course of performing Development of Collaboration Molecules, Lead Molecules and Licensed Products (*i.e*., Third Parties conducting activities for the benefit of JBI or its Affiliates but that do not obtain any rights to develop and/or commercialize

Collaboration Molecules, Lead Molecules and/or Licensed Product for their own benefit) in which case such notification is not required; such notification shall include, but not be limited to, a description of the rights to be granted, the identity of the sublicensee and the scope. In addition, JBI shall have the right to subcontract for the performance of its obligations hereunder. Each sublicense or subcontract hereunder shall (i) be subject and subordinate to the terms and conditions of this Agreement and prohibit any further sublicensing except in accordance with the conditions set out in this Section 2.3, (ii) contain terms and conditions which are consistent with the terms and conditions of this Agreement, (iii) not in any way diminish, reduce or eliminate any of JBI's obligations under this Agreement, (iv) impose on the sublicensee or subcontractor all applicable obligations under the terms of this Agreement, including, but not limited to, the confidentiality and restricted use, intellectual property assignment, reporting, audit, inspection and confidentiality provisions hereunder, and (v) provide that, in the event that this Agreement is terminated, such sublicense or subcontract shall automatically terminate (unless Scholar Rock or any of its licensors, in its sole discretion, elects to assume the rights and obligations of JBI under such sublicense or subcontract). JBI shall be entirely and directly liable to Scholar Rock for any Losses suffered by Scholar Rock as a result of actions or omissions by any sublicensees or subcontractors that would, if such actions or omissions had been those of JBI, have caused JBI to be in breach of its obligations under this Agreement, and Scholar Rock shall have the right to proceed directly against JBI without any obligation to first proceed against such sublicensees or subcontractors.

2.4 No Implied Licenses. Except as expressly provided in this Agreement, neither Party grants to the other Party any right or license in any intellectual property, whether by implication, estoppel or otherwise. No implied licenses are granted under this Agreement.

2.5 Non-Competition. [***].

ARTICLE 3
ACTIVITIES DURING COLLABORATION TERM

3.1 Program Plan and Responsibility. During the Collaboration Term, Scholar Rock shall use Commercially Reasonable Efforts, using at least the number of FTEs designated in the Program Plan, (i) to generate the [***] that meet the criteria specified Exhibit H, (ii) to conduct hybridoma generation, phage display screening for antibodies, and performance of assays to identify at least [***] Collaboration Molecules for each Pharmacological Profile for evaluation as the Lead Molecule, including producing and purifying such Collaboration Molecules to a level of approximately [***] meeting specified quality criteria and delivering the same as full length human and/or humanized antibodies to JBI, and (iii) to perform such other discovery and research in accordance with the Program Plan. Upon prior written notice to JBI, Scholar Rock shall have the right to subcontract to a Third Party the performance of any of its activities to be carried out under the Program Plan, provided that the use of such subcontractors is specified in the Program Plan, any such Third Party shall have entered into a written agreement with Scholar Rock that includes terms and conditions protecting and limiting use and disclosure of Confidential Information and Patents and Know-How at least to the same extent as

under this Agreement, and requiring such Third Party and its personnel to assign to Scholar Rock all right, title and interest in and to any Patents and Know-How conceived in connection with the performance of the subcontracted activities.

3.2 Research Funding. During the Collaboration Term, JBI shall fund activities under the Program Plan of up to [***] per year at the FTE Rate and, in addition, will reimburse Scholar Rock for up to $[***] US dollars in external research expenses incurred by Scholar Rock in fulfillment of Scholar Rock's obligations under the Program Plan and agreed to in advance by JBI as described in the Program Plan. FTE payments will be reimbursed on a Universal Quarterly basis. Scholar Rock shall provide JBI with an invoice of the prior Universal Quarter's FTE usage including reasonably detailed itemization which shall be due and payable within [***] days after receipt thereof in accordance with Section 9.1.2.

3.3 Program Plan. The Parties have agreed upon a detailed plan for the conduct of the discovery and research activities to be performed by the Parties with the goal of identifying, characterizing and optimizing Collaboration Molecules and Lead Molecules for each Pharmacological Profile (the "Program Plan," which is attached to this Agreement as

Exhibit B). The Program Committee may amend the Program Plan during the course of the Collaboration Term in accordance with Section 3.9.2. In the event of any conflict or inconsistency between this Agreement and the Program Plan, the terms of this Agreement shall take precedence.

3.4 Collaboration Term. JBI may terminate the Collaboration Term with respect to a specific Pharmacological Profile or all activities thereunder upon ninety (90) days prior written notice to Scholar Rock or pursuant to Section 14.2, which shall not act as a termination of the Agreement with respect to a non-terminated Pharmacological Profile or Collaboration Molecules, Lead Molecules and/or Licensed Product for a specific Pharmacological Profile for which Pharmacological Profile JBI has exercised the License Option and paid the Option Exercise Fee to Scholar Rock prior to the date of termination of the Collaboration Term. If such termination by JBI occurs during the first year of the Collaboration Term for any reason other than (i) a breach of the terms of the Agreement by Scholar Rock pursuant to Section 14.2.2, (ii) a Financing Failure or (iii) an Industry Transaction by Scholar Rock, then JBI will be obligated to continue the payment of support of the Scholar Rock FTEs agreed in the then current Program Plan through the first anniversary of the Effective Date. In the event that a Financing Failure occurs and JBI does not exercise its immediate right to terminate the Agreement pursuant to Section 14.2.1(b), JBI may cause the Collaboration Term and Program Plan to be suspended until such financing is obtained or may on its behalf or through an Affiliate, provide such financing on mutually agreed terms to be negotiated by JBI or its Affiliate and Scholar Rock. Upon early termination of the Collaboration Term by JBI other than as a result of a breach of the terms of this Agreement by Scholar Rock pursuant to Section 14.2.2, without limitation of any other provision of this Section 3.4 or elsewhere in this Agreement, JBI shall reimburse Scholar Rock for (a) expenses incurred under the Program Plan prior to the termination of the Collaboration Term, plus (b) all of Scholar Rock' reasonable non-cancelable expenses arising from its obligations under the Program Plan and any termination thereof (up to a maximum of

$[***]), provided that any amounts for Third Party costs for activities to be performed under the Program Plan, including reagents, that have been pre-paid by JBI (and for which work has not been performed and in the case of Third Party costs may be refunded to Scholar Rock) will be reimbursed to JBI.

3.5 Abandonment.

3.5.1 Abandonment Notice and Cure. At any time during the Collaboration Term, if there is Abandonment by Scholar Rock, JBI may deliver a written notice to Scholar Rock, at any time during which such Abandonment is outstanding. Upon receipt of such notice, Scholar Rock shall have the right to cure such Abandonment by (i) delivery of written evidence of research and discovery activities conducted prior to receipt of such notice sufficient to establish no Abandonment has occurred; or (ii) by providing to JBI, within thirty (30) days of receiving such notice, a commercially reasonable plan to cure such Abandonment and curing such Abandonment within sixty (60) days after delivering such plan.

3.5.2 Abandonment Effect. Commencing on such date that Scholar Rock fails to cure the Abandonment within the cure period defined in Section 3.5.1 above ending the date that there is no longer an Abandonment based on written documentation provided by Scholar Rock substantiating the activities it has performed and is performing to cease Abandonment, JBI may (in its sole discretion), without limitation to JBI's right to terminate the Agreement pursuant to Section 14.2.2 but shall not be obligated to, exercise the License Option. In such case, the Option Exercise Fee shall be owed and payable to Scholar Rock in accordance with Section 8.1 and the milestone payments contemplated in Section 8.2 and the royalties payment contemplated in Section 8.3 shall be reduced by [***] percent ([***]%) if at the time of JBI's exercise Scholar Rock does not have an obligation to pay royalties on Net Sales to a Third Party under any agreement with a Third Party for the generation of antibodies, excluding the In-License Agreement, or by [***] percent ([***]%) if Scholar Rock has an obligation to pay royalties on Net Sales to a Third Party under an agreement with a Third Party for the generation of antibodies, excluding the In-License Agreement.

3.6 Records and Reporting. Scholar Rock shall (and shall cause its Affiliates and sublicensees to) maintain current, complete and accurate records of all discovery and research activities conducted by it (or any of its Affiliates or sublicensees) in the performance of the Program Plan and all data and other information resulting from such activities (which records shall include, as applicable, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof (e.g., samples of materials and other graphic or written data generated in connection with such activities)). Such records shall properly reflect all work done and results achieved in the performance of the Program Plan in sufficient detail and in good scientific manner appropriate for regulatory and patent purposes. During the Collaboration Term and subject to JBI's confidentiality obligations under ARTICLE 10, Scholar Rock shall provide JBI with reasonably detailed, written updates not less frequently than quarterly on its discovery and research activities conducted by it, including all analyses, results and raw data resulting from such activities that

were generated by Scholar Rock (or any of its Affiliates or Sublicensees, in the performance of the Program Plan, and shall provide copies to JBI of any material written notices received from or provided to Third Parties. In addition, Scholar Rock shall provide JBI with any materials, data and information generated pursuant to its discovery and research activities in the performance of the Program Plan and requested in writing by JBI, such materials, data and information to be provided promptly after such request.

3.7 Collaboration Molecules and Lead Molecules. During the Option Period upon request by JBI, Scholar Rock shall supply to JBI mutually agreed quantities of Collaboration Molecules and/or Lead Molecules to perform testing to confirm results reported by Scholar Rock and other properties relevant to the Collaboration Molecules and/or Lead Molecules in connection with JBI's evaluation of the properties of the Collaboration Molecules and/or Lead Molecules and/or JBI's decision to exercise the License Option for Collaboration Molecules and/or Lead Molecules for either or both Pharmacological Profiles.

3.8 Manufacturing. During the Option Period, and thereafter as may be mutually agreed by the Parties during a reasonable transition period if JBI has exercised the License Option for Collaboration Molecules and/or Lead Molecules for a Pharmacological Profiles and paid the Option Exercise Fee and is therefore assuming control of Manufacturing pursuant to Article 7 (JBI being responsible for all external, out-of-pocket costs associated with such activities during the transition period), Scholar Rock will be responsible for Manufacture and supply of Collaboration Molecules and Lead Molecules with such Pharmacological Profile for discovery and research activities.

3.9 Management and Governance. The Parties shall establish a joint program committee (the "**Program Committee**") within thirty (30) days after the Effective Date which shall remain in existence for the duration of the Collaboration Term. The Program Committee shall oversee the discovery and research activities during the Option Period and shall be a forum to facilitate communication and interaction between the Parties regarding the Program Plan, Collaboration Molecules and Lead Molecules during the Option Period. The Program Committee shall perform the following functions:

3.9.1 reviewing, coordinating and monitoring Program Plan activities and the status and progress of efforts in the conduct of the Program Plan, including, without limitation, review of raw data and sequences, design and guide the antibody engineering and consulting on all aspects of the activities to be conducted under the Program Plan;

3.9.2 updating the Program Plan which shall include a budget with quarterly splits of FTE costs and estimated out-of-pocket Third Party costs for the subsequent Calendar Year;

3.9.3 serving as a forum for exchange and discussion of the results of the Program and activities related to Licensed Product;

3.9.4 establish program subcommittees as mutually agreed by the Parties; and

3.9.5 have such other responsibilities as may be assigned to the Program Committee pursuant to this Agreement or as may be mutually agreed by the Parties in writing from time to time.

3.10 Program Committee Membership. Scholar Rock and JBI shall each designate three (3) representatives of appropriate seniority and experience to serve on the Program Committee by written notice to the other Party. Either Party may designate substitutes for its representatives if one (1) or more of such Party's designated representatives are unable to be present at a meeting. From time to time each Party may replace its representatives by written notice to the other Party specifying the prior representative(s) and their replacements). The Program Committee shall be co-chaired by a representative of each of JBI and Scholar Rock. One member of the Program Committee shall serve as secretary of the Program Committee at each Program Committee meeting, and the secretary shall alternate from meeting to meeting between a JBI Program Committee member and a Scholar Rock Program Committee member, with the secretary for the first Program Committee meeting being a JBI Program Committee Member. The chairpersons shall be responsible for (i) calling meetings and (ii) preparing and circulating an agenda for the upcoming meeting, provided that, the chairpersons shall consider including, but not limited to, any agenda items proposed by either Party no less than five (5) days prior to the next scheduled Program Committee meeting.

3.11 Joint Program Committee Meetings. The Program Committee shall hold at least one (1) meeting per calendar quarter at such times during such calendar quarter as it elects to do so; provided that, the Program Committee shall meet more or less frequently as JBI and Scholar Rock mutually agree (including more frequently as may be required to resolve disputes, disagreements or as otherwise required under this Agreement and each Party agrees not to unreasonably withhold its consent to hold such additional meetings). Meetings of the Program Committee shall be effective only if at least two (2) representatives of each Party are present or participating. The Program Committee may meet either (i) in person at either Party's facilities (with the location of such meetings alternating between the Parties' respective facilities following the initial such meeting) or at such locations as the Parties may otherwise agree or (ii) by audio or video teleconference; provided that, no less than one (1) meeting of the Program Committee during each per calendar year shall be conducted in person. Other representatives of each Party involved with the Collaboration Molecule, Lead Molecule or Licensed Product may attend meetings as non-voting participants, subject to the confidentiality provisions set forth in ARTICLE 10. Each Party shall be responsible for all of its own expenses incurred in connection with participating in the Program Committee meetings.

3.12 Decision-Making. The Program Committee may make decisions with respect to any subject matter that is subject to the Program Committee's decision-making authority and functions as set forth in Section 3.9. All decisions of the Program Committee shall be made by unanimous vote or written consent, with JBI and Scholar Rock each having, collectively, among

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

its respective members, one (1) vote in all decisions. The Program Committee shall resolve the matters within its roles and functions or otherwise referred to it; provided, that, if the Program Committee cannot reach consensus on a matter after such matter has been brought to the Program Committee's attention, then any dispute that cannot be resolved by the Program Committee shall be resolved as provided in Section 3.13.

3.13 Dispute Resolution Procedures. If after reasonable discussion and good faith consideration of each Party's view on a particular matter before the Program Committee, the Program Committee is still unable after a period of thirty (30) days (or such shorter period if a shorter period is necessary for taking such disputed action) to reach consensus with respect to such matter, the Parties shall follow the procedures of **Referral of Disputes to Senior Management** specified in Section 15.1.2. If the referral to senior management does not result in a decision by consensus, Scholar Rock shall have the authority to exercise its tie-breaking authority to make the final decision on such matter consistent with the terms of this Agreement and in good faith, provided that Scholar Rock shall not make any decision (i) that is inconsistent with the terms of this Agreement; (ii) that would materially change the Program Plan with respect to activities conducted or resources devoted by Scholar Rock without the prior written consent of JBI; or (iii) that would change the Lead Criteria without the prior written consent of JBI. In the event that any matter remains unresolved pursuant to this Section 3.13, then the matter shall be decided based on process shown in Section 15.1.

3.14 Limits on Program Committee Authority. The Program Committee shall have only the powers assigned expressly to it in Section 3.9 and elsewhere in this Agreement, and shall not have any power to amend, modify or waive compliance with this Agreement. In furtherance thereof, each Party shall retain the rights, powers and discretion granted to it under this Agreement and no such rights, powers or discretion shall be delegated or vested in the Program Committee unless such delegation or vesting of rights is expressly provided for in this Agreement or the Parties expressly so agree in writing.

3.15 Minutes of Program Committee Meetings. Definitive minutes of Program Committee meetings shall be finalized no later than thirty (30) days after the meeting to which the minutes pertain as follows:

3.15.1 Within ten (10) Business Days after a Program Committee meeting, unless otherwise agreed by the chairpersons of the Program Committee, the secretary shall prepare and distribute to all members of such committee draft minutes of the meeting. Such minutes shall provide a list of any issues yet to be resolved, either within the Program Committee or through the relevant resolution process.

3.15.2 The members of the Program Committee shall then have ten business (10) days after receiving such draft minutes to collect comments thereon and provide them to the secretary.

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

3.15.3 Upon the expiration of such second ten (10) Business Day period, the Parties shall have an additional ten (10) Business Days to discuss each other's comments and finalize the minutes. The acknowledgement of such chairperson(s) and secretary upon the final minutes shall indicate each Party's assent to the minutes.

ARTICLE 4
DEVELOPMENT AFTER EXERCISE OF THE LICENSE OPTION

4.1 Development Responsibility. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI shall be solely responsible for all Development of Collaboration Molecules, Lead Molecules and/or Licensed Products with such Pharmacological Profile.

4.2 Diligence. After exercise of the License Option on Pharmacological Profile-by-Pharmacological Profile basis, JBI shall use (and shall cause its Affiliates and Sublicensees receiving rights under this Agreement to use) Commercially Reasonable Efforts to perform Development activities required to enable JBI (or its Affiliates or Sublicensees, as applicable) to obtain Regulatory Approval for a first Licensed Product with such Pharmacological Profile in the US from the FDA and in [***] from the EMA.

4.3 **Records and Reporting**. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI shall (and shall cause its Affiliates and Sublicensees to) maintain current, complete and accurate records of all activities conducted by it (or any of its Affiliates or Sublicensees) with respect to Collaboration Molecules, Lead Molecules and/or Licensed Products with such Pharmacological Profile, and all data and other information resulting from such activities (which records shall include, as applicable, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof (e.g., samples of materials and other graphic or written data generated in connection with such activities)). JBI shall provide Scholar Rock, subject to Scholar Rock's confidentiality obligations under ARTICLE X, with reasonably detailed, written, annual reports, and shall participate in annual meetings with Scholar Rock (on such dates and at such locations as the Parties may mutually agree), to provide Scholar Rock updates on the progress of JBI's Development activities.

4.4 **Development Funding**. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI (or, as applicable, its Affiliates and Sublicensees) shall be solely responsible for all costs and expenses associated with the Development of Collaboration Molecules, Lead Molecules and/or Licensed Products with such Pharmacological Profile incurred by JBI or its Affiliates or Sublicensees directly or indirectly.

4.5 **Compliance**. JBI shall, and shall cause its Affiliates and Sublicensees to, in all cases perform Development activities under this Article **4** in material compliance with all Laws.

ARTICLE 5
REGULATORY RESPONSIBILITIES AFTER EXERCISE OF THE LICENSE OPTION

5.1 **Regulatory Approval**. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI (or, as applicable, its Affiliates and Sublicensees) shall be solely responsible for all costs and expenses of preparing and filing all Regulatory Materials and seeking and maintaining all Regulatory Approvals for a Licensed Product with such Pharmacological Profile in the Field in the Territory, including, but not limited to, preparing all Regulatory Materials (including, but not limited to, in connection with labeling and packaging for such Licensed Product). JBI shall, and shall cause its Affiliates and Sublicensees, as applicable, to submit such Regulatory Materials for Regulatory Approval, to the applicable Governmental Authorities, and in all cases in compliance with all Laws.

5.2 **Compliance**. JBI shall, and shall cause its Affiliates and Sublicensees to, in all cases perform regulatory activities and other responsibilities under this Article 5 in material compliance with all Regulatory Approvals and all Laws.

ARTICLE 6
COMMERCIALIZATION AFTER EXERCISE OF THE LICENSE OPTION

6.1 **Overview**. Subject to the terms and conditions of this Agreement, after exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI (or, as applicable, its Affiliates and Sublicensees) shall be solely responsible for Commercializing Licensed Products with such Pharmacological Profile, and for any and all costs and expenses in connection therewith.

6.2 **Records**. Without limiting JBI's obligations under Section 9.2, after exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI shall (and shall cause its Affiliates and Sublicensees to) keep and maintain records of account relating to the Commercialization of Licensed Products with such Pharmacological Profile (including, but not limited to, the sale, distribution, production, packaging, licensing, marketing or other exploitation thereof, as well as any licensing, sublicensing, grant of rights or other exploitation of the Scholar Rock Patents or Scholar Rock Know-How), which records shall contain clear particulars sufficient to enable Scholar Rock to confirm JBI's satisfaction of its obligations hereunder, as well as the calculation of royalties and other amounts payable to Scholar Rock hereunder.

6.3 **Diligence**. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI shall use (and shall cause its Affiliates and Sublicensees receiving rights under this Agreement to use) Commercially Reasonable Efforts to Commercialize approved Licensed Products with such Pharmacological Profile in the Territory. On a Pharmacological Profile-by-Pharmacological Profile basis, in the event JBI Commercializes a first Licensed Product with such Pharmacological Profile in the US and in

[***], then JBI shall be deemed to satisfy all diligence obligations to Commercialize Licensed Products with such Pharmacological Profile hereunder.

6.4 **JBI's Performance**. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI (or, as applicable, its Affiliates and Sublicensees) shall be solely responsible for Commercializing Licensed Products with such Pharmacological Profile, including, but not limited to: (a) receiving, accepting and filling orders for Licensed Products, (b) handling all returns of Licensed Products, (c) controlling invoicing, order processing and collection of accounts receivable for the sales of Licensed Products, (d) distributing and managing inventory of Licensed Products, and (e) with respect to the sale of Licensed Products in the Field, including, but not limited to, the price or prices at which each Licensed Product shall be sold, any discount applicable to payments or receivables, and similar matters.

6.5 **Trademarks, Trade Dress and Promotional Materials**.

6.5.1 After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI shall have the right to select, register and own the trademarks, trade dress, logos, slogans and internet domain names, including, without limitation, any of the foregoing for Licensed Product with such Pharmacological Profile for use in the Field (collectively, the "**Product Trademarks and Trade Dress**") during the Term. All uses of the Product Trademarks and Trade Dress by JBI to identify and/or in connection with the Commercialization of a Licensed Product with such Pharmacological Profile in the Field shall be in accordance with the applicable Regulatory Approvals and all Laws. JBI shall own all rights to the Product Trademarks and Trade Dress (in each case, together with all goodwill associated therewith).

6.5.2 JBI, in its sole discretion and at its sole cost and expense, shall create and develop Promotional Materials for Licensed Product, with any such Promotional Materials being in accordance with the Regulatory Approvals and Laws.

6.6 **Compliance**. JBI shall, and shall cause its Affiliates and Sublicensees to, in all cases perform Commercialization activities under this Article 6 in material compliance with all Regulatory Approvals and all Laws.

ARTICLE 7
MANUFACTURING AFTER EXERCISE OF THE LICENSE OPTION

7.1 **Transfer of Manufacturing**. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, (a) Scholar Rock shall (and shall cause its Affiliates and agents to) transfer to JBI, at JBI's cost and expense for external, out-of-pocket costs associated with such activities, all manufacturing related documents and related materials and related information Controlled by Scholar Rock that may be reasonably necessary or useful for JBI to Manufacture or have Manufactured Collaboration Molecules, Lead

Molecules and/or Licensed Product with such Pharmacological Profile; and (b) as may be reasonably requested by JBI, Scholar Rock shall also use Commercially Reasonable Efforts to transfer to JBI all rights Scholar Rock may have in any agreements with Third Parties related to Manufacturing of Collaboration Molecules, Lead Molecules and/or Licensed Product with such Pharmacological Profile, provided Scholar Rock has such right to transfer without any payment obligation to such Third Parties under such agreements or, if there is a payment obligation, JBI reimburses Scholar Rock for costs incurred under any such obligation.

7.2 **Manufacturing**. After exercise of the License Option on a Pharmacological Profile-by-Pharmacological Profile basis, JBI will be solely responsible for the Manufacture and supply of Collaboration Molecules, Lead Molecules and/or Licensed Product with such Pharmacological Profile for Development and Commercialization.

7.3 **Costs and Expenses**. Unless otherwise agreed by the Parties, all costs and expenses of Manufacturing and supplying Collaboration Molecules, Lead Molecules and/or Licensed Product with a specific Pharmacological Profile incurred after the exercise of the License Option therefor and of Commercialization activities shall be borne solely by JBI.

7.4 **Compliance**. JBI shall (and shall cause its Affiliates and Sublicensees to) perform its Manufacturing activities and other responsibilities under this ARTICLE **7** in material compliance with all Laws and all Regulatory Approvals for Licensed Product.

ARTICLE 8
FINANCIAL TERMS

8.1 **Option Exercise Fee**. JBI shall pay to Scholar Rock the exercise payment of one million US dollars ($1,000,000) (the "**Option Exercise Fee**") upon exercise of the License Option with respect to Collaboration Molecules and/or Lead Molecules with a specific Pharmacological Profile pursuant either to Section 2.2.1 or Section 2.2.2. This payment shall be made on a Pharmacological Profile-by-Pharmacological Profile basis within [***] Business Days following (i) delivery of the invoice required under Section 2.2.1 with respect to the voluntary exercise of the License Option by JBI or (ii) delivery of the JBI Option Exercise Acknowledgment Notice under Section 2.2.2, and, in each case, shall be non-creditable and nonrefundable. For clarity, JBI shall pay, and Scholar Rock shall receive, two (2) payments of one million US Dollars ($1,000,000) each if JBI exercises its License Option for both Pharmacological Profiles.

8.2 **Milestone Payment**.

8.2.1 On a Pharmacological Profile-by-Pharmacological Profile basis, with respect to the first achievement of a milestone event set forth in the following table by JBI, its Affiliate or Sublicensee with respect to a Licensed Product with such Pharmacological Profile (or a Collaboration Molecule with such Pharmacological Profile in the case of the first milestone event in the table below) (each, a "Milestone Event"), JBI shall pay to Scholar Rock the

corresponding amount set forth in the following table one time for such Pharmacological Profile (each, a "Milestone Payment"), which milestone payments shall be non-creditable and non-refundable:

Milestone Event	Payment Amount
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]
[***]	$ [***]

On a Pharmacological Profile-by-Pharmacological Profile basis, if JBI terminates development of a Licensed Product with such Pharmacological Profile or, in the case of the first milestone event in the table above, the Collaboration Molecule having achieved New Molecular Entity Designation with such Pharmacological Profile (either, the "Discontinued Candidate") and replaces such Licensed Product or such Collaboration Molecule with a replacement Licensed Product or Collaboration Molecule for the same Pharmacological Profile (each, the "Replacement Candidate") and JBI paid any Milestone Payments with respect to any Milestone Events achieved with the Discontinued Candidate ("Paid/Achieved Events"), then when and if the Replacement Candidate achieves the Paid/Achieved Events, no corresponding Milestone Payment shall be due with respect to such achievements but any remaining unpaid Milestone Payment would be due upon the achievement of that Milestone Event by the Replacement Candidate.

8.2.2 On a Pharmacological Profile-by-Pharmacological Profile basis, with respect to the worldwide annual Net Sales of a Licensed Product with such Pharmacological Profile, JBI shall pay to Scholar Rock the following one-time payments when annual aggregate Net Sales ("**Annual Net Sales**") in the Territory of such Licensed Product in a JBI Accounting Year reaches the following thresholds:

Milestone Event	Payment Amount
Annual Net Sales of $[***] ([***] US dollars)	$ [***]

Annual Net Sales of $[***] ([***] US dollars)	$	[***]
Annual Net Sales of $[***] ([***] US dollars)	$	[***]

With respect to this Section 8.2.2, on a Pharmacological Profile-by-Pharmacological Profile basis, each of the applicable milestone payments will be made only once on annual aggregate sales in the Territory of each Licensed Product with such Pharmacological Profile (such sales being calculated including all Indications) subject to Section 8.2.4, regardless of the number of Indications for which such Licensed Product is developed and regardless of whether such Licensed Product is sold in a different dosage form or formulation, and shall be non-creditable and non-refundable.

8.2.3 JBI shall provide written notice to Scholar Rock upon the achievement of the foregoing developmental, regulatory and/or sales milestones under this Section 8.2 within [***] days after such achievement and shall submit the accompanying milestone payment amount in accordance with Section 9.1.2.

8.2.4 For clarity, the developmental, regulatory and sales milestone payments under this Section 8.2 shall be owed and payable to Scholar Rock for the first Licensed Product having the S/I Pharmacological Profile only and for the first Licensed Product having the R/A Pharmacological Profile only, in each case, that achieves the events triggering such milestone payments.

8.3 Royalties on Licensed Product. As further consideration for the rights granted to JBI hereunder, on a Licensed Product-by-Licensed Product basis, JBI shall pay to Scholar Rock the following royalties on Annual Net Sales in the Territory of each Licensed Product during the Royalty Term subject to Section 3.5.2. All royalty payments shall be non-creditable and non-refundable:

Annual Net Sales	Royalty Rate
Annual Net Sales of < $[***]	[***]%
Annual Net Sales of ≥ $[***], but ≤ $[***]	[***]%
Annual Net Sales of > $[***]	[***]%

By way of non-limiting example, if the Annual Net Sales in the Territory of a Licensed Product equal $[***], the royalty amount owed by JBI to Scholar Rock would be $[***] (([***]% x $[***]) + ([***]% x $[***]) + ([***]% x $[***]) = $[***]).

8.3.1 Royalty Reduction and Know-How Royalty. During the Royalty Term for a Licensed Product, with respect to those countries in which such Licensed Product is sold, (a) upon such Licensed Product not being covered by a Valid Claim of a Scholar Rock Patent or Joint Patent to the composition-of-matter (excluding, for clarity, Patents covering the Licensed Product formulation) of such Licensed Product in such country, the royalty rate shall be reduced from those set forth in Section 8.3 by [***] percent ([***]%) (e.g., the applicable royalty in each such country for such Licensed Product shall be [***]% for Annual Net Sales < $1,000,000,000), provided that such royalty reduction shall only be [***] percent ([***]%) (e.g., the applicable royalty in each such country for such Licensed Product shall be [***]% for Annual Net Sales < $1,000,000,000) during the period of the Royalty Term that (i) there is then effective Regulatory Exclusivity for such Licensed Product in such country and (ii) there is no Biosimilar Product of such Licensed Product in such country; and (b) upon a Biosimilar Product of such Licensed Product being introduced in such country, the royalty rate shall be reduced from those set forth in Section 8.3 by [***] percent ([***]%) (e.g., the applicable royalty in each such country for such Licensed Product shall be [***]% for Annual Net Sales < $ 1,000,000,000). Notwithstanding anything herein to the contrary, none of the foregoing royalty reductions shall be additive and the maximum by which the royalty rates set forth in Section 8.3 can be reduced is [***] percent ([***]%), provided that, in the case where Section 3.5.2 applies, then the maximum by which the royalty rates set forth in Section 8.3 can be reduced is [***] percent ([***]%).

8.4 Third Party Obligations. Except for JBI's agreed commitment for research funding of the Program Plan during the Collaboration Term, Scholar Rock shall be solely responsible for all Third Party costs incurred by either Party, including, without limitation, milestones and royalties, from the In-License Agreement and from licenses or other transactions executed with Third Parties for the Development and/or Commercialization of Collaboration Molecules, Lead Molecules and/or Licensed Products, where such license or other transaction is due to the generation, identification, humanization and/or composition of matter, in each case, of Collaboration Molecules and/or Lead Molecules developed as part of the Program Plan and their corresponding Licensed Products. Scholar Rock shall indemnify and hold JBI harmless from any claims against JBI or its Affiliates arising from activities performed pursuant to such In-License Agreement, licenses or other transactions. Notwithstanding the foregoing, Scholar Rock shall not be responsible for Third Party costs, including, without limitation, milestones and royalties, under licenses or other transactions attributable to technology or other intellectual property of a Third Party relating to: manufacturing, formulation, delivery, antibody engineering, or any other modifications by or on behalf of JBI, its Affiliates or its Sublicensees of any Collaboration Molecules, Lead Molecules and/or Licensed Products. Before JBI enters into a license or other agreement or transaction with a Third Party for technology or other intellectual property that would trigger payment responsibilities for Scholar Rock pursuant to this

Section 8.4, JBI shall discuss in good faith with Scholar Rock the need for such a license or agreement or transaction, the amount of any such potential payments, and whether alternatives are reasonably available. For clarity, Scholar Rock shall have no responsibility for any Third Party costs attributable to any activities performed after exercise of the License Option for a Pharmacological Profile by JBI relating to the Collaboration Molecules, Lead Molecules and/or Licensed Products with such Pharmacological Profile.

8.5 JBI Payment of Scholar Rock Third Party Obligations. If Scholar Rock fails to pay or indicates an intention not to make any payments owed to Third Parties under any of the agreements described in Section 8.4 and such payments are not reasonably contested by Scholar Rock or the failure to make such payments have placed or are likely to place Scholar Rock in breach of any such agreements, upon thirty (30) days prior notice, JBI may make such payment to such Third Party on behalf of Scholar Rock and it may deduct the amount of any such payment from any compensation owed or that becomes owed to Scholar Rock under this Agreement (and is to be reflected in the reports to be provided pursuant to Section 9.2) or, if such deduction is not applicable, Scholar Rock shall reimburse JBI the amount paid on its behalf within [***] days following Scholar Rock's receipt of JBI's written notice that JBI made such payment. The amount of deduction from any compensation owed and to be paid to Scholar Rock shall include simple interest on the amount at the lower of a rate per annum equal to the lower of (a) the three-month LIBOR rate effective on the date JBI made such payment and (b) the maximum rate permitted by Law, in each case, calculated based on the number of days between JBI's payment and the due date for the payment from which the amount paid to such Third Party is deducted.

8.6 Expiration of Royalty Term. Upon expiration of the Royalty Term as to a Licensed Product in a country, JBI shall have a worldwide, perpetual, paid up, no fee, royalty-free, exclusive license under Scholar Rock Patents and Scholar Rock Know-How for such Licensed Product in such country.

ARTICLE 9
PAYMENT TERMS

9.1 Payment Methods.

9.1.1 **Payments in US Dollars**. All amounts due to Scholar Rock hereunder (including, but not limited to, royalty payments) will be paid in United States dollars.

9.1.2 **Payments**. All milestones payment amounts owed to Scholar Rock under Section 8.2 shall be paid by JBI within [***] days of the achievement of the Milestone Event triggering such payment (for clarity, the [***] day period within which JBI shall send written notice to Scholar Rock of the achievement of a milestone event pursuant to Section 8.2.3 shall count towards such [***] day period). Where Scholar Rock sends invoices to JBI, such invoices shall be due and payable within [***] days after JBI's receipt thereof (or in the case of payments due under Section 8.1, such lesser period set forth therein). Invoices must be sent to:

Johnson & Johnson Shared Services, P.O. Box 16540, New Brunswick, NJ, 08906-6540, USA. All invoices must reference a valid JBI Purchase Order (PO) Number. The PO Number will be provided to Scholar Rock by JBI.

9.1.3 Any undisputed payments or portions thereof due hereunder that are not paid by the date such payments are due under this Agreement will bear simple interest at the lower of a rate per annum equal to (a) the thirty (30) day Dollar LIBOR rate effective for the date that payment was first due as reported by The Wall Street Journal plus two percent (2%) or (b) the maximum rate permitted by Law, in each case, calculated based on the number of days such payment is delinquent, with such delinquency period commencing on the date that is five (5) days after notice is received by JBI of the non-payment of undisputed payments or portions thereof provided that such payments or portions thereof are not paid within the five (5) day period.

9.2 **Payment Schedules**; **Reports**. The payment due pursuant to Section 8.1 is due and payable on the date described therein. Royalty payments due pursuant to Section 8.3 are due and payable quarterly [***] days after the end of each JBI Accounting Quarter. JBI will accompany each payment of royalties under this Agreement with a report setting forth, on a Pharmacological Profile-by-Pharmacological Profile, Licensed Product-by-Licensed Product, Indication-by-Indication and country-by-country basis, Net Sales, any currency conversion made in accordance with Section 9.4, and a calculation of the amount of royalty payment due on such Net Sales. Without limiting the foregoing, JBI shall require all of its applicable Affiliates and Sublicensees to account for their respective Net Sales and to provide such reports with respect thereto as if such sales were made by JBI.

9.3 **Remittance**: All payments shall be made in immediately available funds by electronic transfer, by JBI or an Affiliate on its behalf, to the bank account identified below or such other bank that Scholar Rock may designate in writing to JBI. Janssen Research & Development, LLC, a New Jersey limited liability company having its principal place of business at 920 U.S. Route 202 (P.O. Box 300), Raritan, NJ 08869 ("JRD"), acting as paying agent for JBI, may make certain payments due under this Agreement, and JBI shall reimburse JRD for all such payments. Any payment due and payable under this agreement on a date that is not a Business Day may be made on the next Business Day. If at any time legal restrictions prevent the remittance of part or all of the royalties due hereunder with respect to any country where Licensed Products are sold, JBI shall have the right and option to make such payment by depositing the amount thereof in local currency to Scholar Rock's accounts in a bank or depository in such country or by using such lawful means or methods as Scholar Rock may determine:

Name of Bank: [***]

Bank Address: [***]

Routing/Transit No.: [***]

SWIFT Code: [***]

Account Number: [***]

9.4 **Currencies**. With respect to sales of Licensed Product invoiced in a currency other than US dollars and other amounts received by JBI (and, if applicable, its Affiliates and Sublicensees) in a currency other than US dollars, such amounts and the amounts payable hereunder shall be expressed in their US dollar equivalent calculated by applying the Currency Hedge Rate determined as follows :

9.4.1 For the upcoming JBI Accounting Year, JBI shall obtain a Currency Hedge Rate(s) to be used for the local currency of each country of the Territory from its parent, Johnson & Johnson, and shall provide details of such Currency Hedge Rate(s) in writing to Scholar Rock not later than five (5) Business Days after the Currency Hedge Rate(s) are available from Johnson & Johnson, which is customarily at the end of October. Such Currency Hedge Rate(s) will remain constant throughout the upcoming JBI Accounting Year.

9.5 **Taxes**.

9.5.1 JBI will make all payments to Scholar Rock under this Agreement without deduction or withholding for Taxes except to the extent that any such deduction or withholding is required by Law in effect at the time of payment.

9.5.2 Any Tax required to be withheld on amounts payable under this Agreement will promptly be paid by JBI on behalf of Scholar Rock to the appropriate Governmental Authority, and JBI will furnish Scholar Rock with proof of payment of such Tax. JBI shall provide any such cooperation and assistance as Scholar Rock may reasonably request to obtain a reimbursement or credit of the withheld amount. Any such Tax required to be withheld will be an expense of and borne by Scholar Rock. If any such Tax is assessed against and paid by JBI, then Scholar Rock will indemnify and hold harmless JBI from and against such Tax.

9.5.3 JBI and Scholar Rock will cooperate with respect to all documentation required by any taxing authority or reasonably requested by JBI or Scholar Rock to secure if possible an exemption from any obligation to withhold Taxes or a reduction in the rate of applicable withholding Taxes.

9.6 **Records Retention; Audit and Certification**.

9.6.1 **Record Retention**. JBI will, and will cause its Affiliates and Sublicensees to, maintain complete and accurate books, records and accounts relevant for the calculation of Net Sales and any other amounts payable to Scholar Rock hereunder, in sufficient detail to confirm the accuracy of any payments required under this Agreement, which books, records and accounts will be retained by JBI, and its Affiliates and Sublicensees as applicable,

for five (5) years after the end of the period to which such books, records and accounts pertain, or longer as is required by Law.

9.6.2 Audit. Scholar Rock will have the right to have an independent certified public accounting firm of internationally recognized standing, reasonably acceptable to JBI, have access during normal business hours, upon reasonable prior written notice from time to time but not more often than once per JBI Accounting Year (but in any event within thirty (30) days of such notice) during the Term and for five (5) years thereafter, or longer as is required by Law, to such records of JBI (and its Affiliates and Sublicensees) as may be reasonably necessary to verify the accuracy of the calculation of royalties or any other amount payable hereunder (including, but not limited to, calculation of Net Sales). Results of such inspections shall be made available to both Scholar Rock and JBI and shall be final and binding on the Parties (absent manifest error). Scholar Rock will bear all costs of such audit, unless the audit reveals a discrepancy in Scholar Rock's favor of more than five percent (5%) in respect of any audited period, in which case JBI will bear the cost of the audit.

9.6.3 Payment of Additional Amounts. If, based on the results of any audit, additional payments are owed to Scholar Rock under this Agreement, then JBI shall have the right to obtain, at its sole expense, a second independent certified public accounting firm of internationally recognized standing reasonably acceptable to Scholar Rock to verify the accuracy of the calculation of royalties or any other amount payable hereunder (including, but not limited to, calculation of Net Sales). If JBI does not obtain a second audit or the second audit concurs with the first audit, JBI will make such additional payments within [***] days after the last accounting firm's written report is delivered to the Parties. The provisions of Section 9.1 with respect to late payments shall apply to such additional payment based on the date such additional payments were originally due. If the audits do not concur, the Parties shall and shall cause their respective accounting firms to discuss diligently and in good faith to identify the discrepancy between the firms' audit results and agree on a final determinative result. In the event they are unable to agree, Section 15.1 shall apply.

If the initial audit reveals an overpayment by JBI, such overpayment shall be credited against future amounts payable by JBI to Scholar Rock under this Agreement and such credit shall include simple interest on the overpayment at the lower of a rate per annum equal to the lower of (a) the three month LIBOR rate effective for the date that such overpayment was made and (b) the maximum rate permitted by Law, calculated based on the number of days since such overpayment.

9.6.4 Confidentiality. All information that is shared in connection with any audit under this Section 9.5 shall be treated by the Parties in accordance with the provisions of ARTICLE 10.

ARTICLE 10
CONFIDENTIALITY

10.1 Confidential Information.

10.1.1 Confidential Information. As used in this Agreement, the term "**Confidential Information**" means all Know-How and other non-public information, whether provided in written, oral, graphic, video, computer, electronic or other form, provided pursuant to this Agreement by or on behalf of one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), including, but not limited to, information relating to the Disclosing Party's existing or proposed research, development efforts, patent applications, business or products, and any other materials that have not been made available by the Disclosing Party to the general public. Notwithstanding the foregoing sentence, Confidential Information shall not include any information or materials that:

(a) were already known to the Receiving Party (other than under an obligation of confidentiality to the Disclosing Party), at the time of disclosure by the Disclosing Party, to the extent such Receiving Party has documentary evidence to that effect;

(b) were generally available to the public or otherwise part of the public domain at the time of disclosure thereof to the Receiving Party;

(c) became generally available to the public or otherwise part of the public domain after disclosure or development thereof, as the case may be, and other than through any act or omission of the Receiving Party or any of its Affiliates, or its or their directors, managers, employees, independent contractors, agents or consultants in breach of confidentiality obligations under this Agreement;

(d) were disclosed to the Receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to others; or

(e) were independently discovered or developed by or on behalf of the Receiving Party without the aid, application or use of the Confidential Information belonging to the Disclosing Party, to the extent such Receiving Party has documentary evidence to that effect.

The results of the Program Plan conducted by or for Scholar Rock hereunder shall be deemed to be Confidential Information of both Parties in respect of which both Parties have confidentiality and restricted use obligations hereunder, provided that the foregoing shall not prevent either Party from pursuing Collaboration Patents as contemplated by Sections 11.2 and 11.3; and, further provided that, if JBI does not exercise its License Option for Collaboration Molecules and/or Lead Molecules for one or both Pharmacological Profiles prior to the end of the Option Period in accordance with the terms of this Agreement, or if the Agreement is terminated for any other reason, all such results with respect to the Collaboration Molecule(s),

Lead Molecule(s) and/or Licensed Product(s) with such respective Pharmacological Profiles created under the Program Plan shall thereafter be Confidential Information of Scholar Rock only and Scholar Rock shall have no further confidentiality or restricted use obligations to JBI in respect thereof. Without limiting the generality of the foregoing, any sequencing information for any Collaboration Molecule(s), Lead Molecule(s) and/or Licensed Product(s) with a specific Pharmacological Profile shall be deemed to be Confidential Information of Scholar Rock, and JBI (and, as applicable, its Affiliates and Sublicensees) shall only have a license to use such sequencing information to advance the development and commercialization of a Licensed Product with such Pharmacological Profile provided JBI has exercised its License Option for Collaboration Molecules and/or Lead Molecules with such Pharmacological Profile.

The Parties acknowledge that Confidential Information has been provided by the Parties to each other prior to the Effective Date pursuant to a Confidentiality Agreement between the Parties or their Affiliates dated December 15, 2012. The Parties agree that as of the Effective Date, all such Confidential Information shall be protected by the terms and conditions of this Agreement, which shall replace those of such Confidentiality Agreement.

10.1.2 Confidentiality Obligations. Each of Scholar Rock and JBI shall not disclose, and shall keep all Confidential Information of the other Party confidential with the same degree of care it employs to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care (including, but not limited to, establishing and maintaining effective security measures to safeguard the Confidential Information of the other Party from unauthorized use or access). Neither Party shall (1) use such Confidential Information of the other Party for any purpose other than in performance of, in exercise of, or enforcement of its rights under, this Agreement or (2) disclose the same to any

other Person other than to such of its and its Affiliates' directors, managers, employees, independent contractors, agents or consultants who have a need to know such Confidential Information to implement the terms of this Agreement, including, without limitation, evaluation of the Collaboration Molecules and/or Lead Molecules, the Program Plan or other discovery and research activities and whether to exercise a License Option; provided, however, that a Receiving Party shall advise any of its and its Affiliates' directors, managers, employees, independent contractors, agents or consultants who receives such Confidential Information of the confidential nature thereof and of the obligations contained in this Agreement relating thereto, and the Receiving Party shall ensure (including, but not limited to, in the case of a Third Party, by means of a written agreement with such Third Party having terms similar to those contained in this ARTICLE 10) that all such directors, managers, employees, independent contractors, agents and consultants comply with such obligations as if they had been a party hereto; JBI shall be directly responsible to Scholar Rock for any damages resulting from any breach by any such Persons (including such Third Parties) of their confidentiality or restricted use obligations in respect of Scholar Rock's Confidential Information. Scholar Rock shall be directly responsible to JBI for any damages resulting from any breach by any such Persons (including such Third Parties) of their confidentiality or restricted use obligations in respect of JBI's Confidential Information. Upon expiration or termination of this Agreement, the Receiving Party shall return

or destroy all documents, tapes or other media containing Confidential Information of the Disclosing Party that remain in the possession of the Receiving Party or its (or its Affiliate's) directors, managers, employees, independent contractors, agents or consultants, except that the Receiving Party may keep one copy of the Confidential Information in the legal department files or electronic backup files of the Receiving Party, solely for archival purposes. Such archival copy shall be deemed to be the property of the Disclosing Party, and shall continue to be subject to the provisions of this ARTICLE 10.

10.1.3 Permitted Disclosure and Use. Notwithstanding Section 10.1.2, a Party may disclose Confidential Information of the other Party to the extent such disclosure is reasonably necessary to: (a) obtain Regulatory Approval of a Licensed Product to the extent such disclosure is made to a Governmental Authority; (b) comply with or enforce any of the provisions of this Agreement, including, but not limited to, to prosecute and maintain Patents and prosecute or defend litigation; (c) comply with Laws; (d) comply with applicable stock exchange or Nasdaq regulation; or (e) accountants, attorneys, underwriters, lenders and other financing sources, licensors, licensees, sublicensees, potential strategic partners or investors, and related advisors whose duties reasonably require them to have access to this Agreement, provided that such accountants, attorneys, underwriters, lenders and other financing sources, licensors, licensees, sublicensees, potential strategic partners, investors, and related advisors are required to maintain the confidentiality of this Agreement under contractual terms substantially similar to those contained in this ARTICLE 10. If a Party deems it necessary to disclose Confidential Information of the other Party pursuant to the foregoing clause (d) in a manner by which such Confidential Information shall no longer retain its confidentiality, such Party shall give reasonable advance notice of such disclosure to the other Party to permit such other Party sufficient opportunity to challenge or limit such disclosure or to take measures to ensure confidential treatment of such information, and in all such cases, such disclosure shall be limited to only that portion of the Confidential Information so required to be disclosed.

10.1.4 Governmental Requirements. Confidential Information that is disclosed by judicial or administrative process shall remain otherwise subject to the confidentiality and non-use provisions of this Section 10.1, and the Receiving Party disclosing Confidential Information of the Disclosing Party pursuant to law or court order shall notify the Disclosing Party promptly upon receipt thereof, giving (where practicable) the Disclosing Party sufficient advance notice to permit the Disclosing Party to oppose, limit, or seek an order of confidentiality, to ensure the continued confidential treatment of such Confidential Information, and shall cooperate with the Disclosing Party; provided that in all such cases, the Disclosing Party shall limit all such disclosure to only that portion of the Confidential Information so required to be disclosed.

10.1.5 Notification. The Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information, and will cooperate with the Disclosing Party in any reasonably

requested fashion to assist the Disclosing Party to regain possession of such Confidential Information and to prevent its further unauthorized use or disclosure.

10.2 Publicity; Filing of this Agreement.

10.2.1 A press release in connection with the transactions deemed agreed by the Parties is attached as Exhibit F. Any publication, news release or other public announcement of a Party relating to this Agreement or a Party's performance hereunder, shall first be reviewed and approved by the other Party; provided, however, that (a) a Party may, once a press release or other public announcement is approved in writing by both Parties (and for clarity, the information in the press release on Exhibit F is deemed approved), make subsequent public disclosure of the information contained in such press release or other public announcement without the further approval of the other Party, and (b) if a Party decides to make any disclosure which is required by Law as advised by a Party's counsel the non-disclosing Party shall be given at least seven (7) Business Days advance notice of any such legally required disclosure, and shall provide any comments on the proposed disclosure during such period. To the extent that the receiving Party reasonably requests the deletion of any information in the materials, the disclosing Party shall delete such information unless, in the opinion of the disclosing Party's legal counsel, such Confidential Information is legally required to be fully disclosed.

10.3 Scientific Publication. The following restrictions shall apply on a Pharmacological Profile-by-Pharmacological Profile basis with respect to any academic, scientific, medical or other publication or presentation or other disclosure by Scholar Rock or JBI that contains or refers to or otherwise relates to any Collaboration Molecule, Lead Molecule or Licensed Product prior to exercise of the License Option for such Pharmacological Profile. Each Party shall submit any proposed academic, scientific, medical or other publication or presentation containing Confidential Information or containing or referring to or otherwise relating to a Collaboration Molecule, Lead Molecule or Licensed Product at least thirty (30) days in advance of submission of an abstract of a proposed publication, if any, and again at least thirty (30) days in advance of submission of the scientific publication, to allow such other Party to review such planned public disclosure. The reviewing Party will promptly review such publication and make any objections that it may have to the publication of the Confidential Information contained therein. Should the reviewing Party make an objection to the publication of the Confidential Information or require its modification, then the Parties will discuss the merits of publishing and any such modifications; provided, however, that in any case, no publication of Confidential Information of the other Party shall take place under this Section without the other Party's prior written approval thereof or unless the obligations of confidentiality as to such Confidential Information shall be waived or disclosure of Confidential Information of the other Party is authorized under this ARTICLE 10. For clarity, patent publications shall not constitute an academic, scientific medical or other publication. After exercise of the License Option for a Pharmacological Profile, JBI shall be free to publish any academic, scientific, medical or other publication or presentation containing Confidential Information or containing or referring to or otherwise relating to a Collaboration Molecule, Lead

Molecule or Licensed Product, provided that (i) JBI give proper authorship and attribution to Scholar Rock and other Third Parties as scientifically appropriate and (i) JBI provides Scholar Rock with the content of such publication or presentation at least ten (10) Business Days prior to the date of such publication and reasonably considers the comments of Scholar Rock made in good faith in its decisions on the content of the publication or presentation. After exercise of the License Option for a Pharmacological Profile, Scholar Rock may publish non-

clinical data and results relating to any Collaboration Molecule in any academic, scientific, medical or other publication or presentation with JBI's prior written approval, which approval JBI shall not unreasonably withhold, provided that JBI may withhold its approval if JBI has a strategic reason (including, without limitation, a commercial or patent reason) for not approving any such proposed publication or presentation by Scholar Rock, and, further provided that, in all cases, any such proposed publication or presentation by Scholar Rock shall take into account the Parties' efforts under the Program Plan and efforts to prosecute and obtain Collaboration Patents.

10.4 Publication of Clinical Trial Results. Scholar Rock agrees that, after exercise of the License Option for Collaboration Molecules and/or Lead Molecules with a specific Pharmacological Profile, JBI and/or its Affiliates shall be permitted to disclose Scholar Rock Confidential Information related thereto in publishing clinical trial results in accordance with any applicable FDA and EMA guidelines and in accordance with Johnson & Johnson clinical trial publication policy.

10.5 Use of Names. Neither Party shall use the name of the other Party or its Affiliates or in the case of Scholar Rock of Johnson & Johnson in relation to this transaction in any public announcement, press release or other public document without the prior written consent of such other Party; provided, however, that either Party may use the name of the other Party in any document filed with any Governmental Authority or as otherwise permitted under this Agreement, including in Section 10.2.1 and further provided that Scholar Rock may use the name and any logo of JBI to identify JBI as a partner of Scholar Rock on any of website of Scholar Rock or its Affiliates in a manner agreed to in writing in advance of such use by JBI.

10.6 Confidentiality of this Agreement. The terms and existence of this Agreement shall be Confidential Information of each Party and, as such, shall be subject to the provisions of this ARTICLE 10.

10.7 Survival. The obligations and prohibitions contained in this ARTICLE 10 shall survive the expiration or termination of this Agreement for a period of seven (7) years.

ARTICLE 11
OWNERSHIP OF INTELLECTUAL PROPERTY AND PATENT RIGHTS

11.1 Disclosure. During the Option Period and subject to Scholar Rock's obligations under ARTICLE 10, JBI shall, and shall cause its Affiliates and Sublicensees to, promptly disclose to Scholar Rock all inventions relating to Collaboration Molecules or Lead Molecules conceived and/or reduced to practice by or for JBI or its Affiliates, Sublicensees or

subcontractors in exercising its rights hereunder. Subject to JBI's obligations under ARTICLE 10, Scholar Rock shall, and shall cause its Affiliates and subcontractors to, promptly disclose to JBI all inventions relating to Collaboration Molecules or Lead Molecules conceived and/or reduced to practice by or for Scholar Rock or its Affiliates during the Option Period in the performance of its obligations or exercise of its rights hereunder. The Parties shall consult with each other in good faith regarding the preparation, filing, prosecution, and maintenance of any Patents claiming any such inventions.

11.2 Ownership.

11.2.1 Option Period Patents.

(a) Scholar Rock shall own all right, title and interest in and to all inventions, whether patentable or not, and other Know-How conceived by or for Scholar Rock or its Affiliates during the Option Period in the performance of its obligations or exercise of its rights hereunder, including the Program Plan, and all Patents covering such inventions (the "**Scholar Rock Collaboration Patents**"). JBI shall own all right, title and interest in and to all inventions, whether patentable or not, and other Know-How conceived by or for JBI or its Affiliates during the Option Period (i) in the performance of its obligations or exercise of its rights hereunder, and (ii) using Collaboration Molecules or Lead Molecules or relying on Scholar Rock Confidential Information to the extent permitted by this Agreement, and all Patents covering such inventions (the "**JBI Collaboration Patents**"). Scholar Rock and JBI shall own jointly all right, title and interest in and to all inventions, whether patentable or not, and other Know-How conceived jointly by Scholar Rock or its Affiliates on the one hand and by JBI or its Affiliates on the other hand in the performance of the Program Plan or other research and development activities during the Option Period, and all Patents covering such inventions (the "Joint Collaboration Patents"). Each Party shall have an undivided one-half interest in and to any such jointly owned inventions and other Know-How, Joint Collaboration Patents and Joint Patents. Each Party shall exercise its ownership rights in and to the foregoing, including the right to license and sublicense or otherwise to exploit, transfer or encumber its ownership interest, without an accounting or obligation to, or consent required from, the other Party, but subject to the licenses hereunder and the other terms and conditions of this Agreement. At the reasonable written request of a Party, the other Party shall in writing grant such consents and confirm that no such accounting is required to effect the foregoing.

(b) During the Option Period, JBI shall grant to Scholar Rock a worldwide, perpetual, royalty-free, fully paid-up, non-exclusive license, with the right to grant sublicenses as permitted under Section 3.1, under JBI Applied Patents as is necessary to Develop, use, make, have made, and import Collaboration Molecules or Lead Molecules. If JBI does not exercise the License Option, upon expiration of the Option Period, JBI shall assign to Scholar Rock JBI's entire right, title and interest in and to (A) the JBI Collaboration Patents and the Joint Collaboration Patents, in each case, that specifically claim any one or more of items (i) and (ii) of the definition of Collaboration Molecule and methods of making and using the same, where "specifically claim" means that such item or items are so claimed or that any antibody, active

binding fragment or other derivative binding to either of the [***] is so claimed (the "**Antibody Specific Collaboration Patents**"), and (B) the specific Know-How for the inventions claimed in such Antibody Specific Collaboration Patents (the "**Antibody Specific Collaboration Know-How**"). JBI shall promptly take all reasonable steps to cause its Affiliates, officers, directors, employees, agents, Sublicensees and subcontractors to execute all documents, make all assignments and take all actions reasonably requested by Scholar Rock to fully effect Scholar Rock's ownership thereof.

11.2.2 Patents after the Option Period. Ownership of any Patents covering inventions conceived after the end of the Option Period by or on behalf of a Party in the performance of its obligations or exercise of its rights hereunder shall follow inventorship determined in accordance with U.S. patent law, such determination being applicable to the ownership of such Patents throughout the Territory. All such Patents shall be subject to the license grants contained herein.

11.2.3 Inventorship. Inventorship determination for all Collaboration Patents worldwide and thus the ownership thereof shall be made in accordance with applicable United States patent laws. Each Party shall require any Person performing work for such Party under the Program Plan, whether as an employee or a contractor or consultant of such Party, to assign to such Party all right, title and interest in and to all inventions, whether patentable or not, and other Know-How conceived by or for such Party or its Affiliates by such Person in the performance of such work.

11.2.4 Joint Research Agreement. This Agreement shall be understood to be a joint research agreement in accordance with 35 U.S.C. § 103(c) to develop and commercialize Collaboration Molecules, Lead Molecules and/or Licensed Products, provided that neither Party shall (a) unilaterally invoke the protections or (b) be required by this reference to have any Patent take advantage of or become subject to such § 103(c)(3) except in accordance with the provisions of Section 11.3 regarding prosecution and maintenance of such Patent.

11.3 Preparation, Filing, Prosecution and Maintenance of Patents.

11.3.1 During the Option Period. During the Option Period, Scholar Rock shall be solely responsible for and have sole control over the preparation, filing, prosecution and maintenance of the Scholar Rock Core Patents using counsel of its choice. During the Option Period, the Parties shall have joint responsibility and control over the preparation, filing, prosecution and maintenance of the Collaboration Patents using counsel mutually agreeable to the Parties, provided that Scholar Rock shall be the Party communicating with the United States Patent & Trademark Office and foreign patent offices. The Scholar Rock Core Patents which are Controlled by Scholar Rock pursuant to an In-License Agreement shall be prosecuted and maintained in accordance with the terms and conditions of the applicable In-License Agreement. All Third Party costs and expenses incurred in connection with the preparation, filing, prosecution and maintenance (a) of the Collaboration Patents shall be shared equally by Scholar Rock and JBI, and (b) of the Scholar Rock Core Patents shall be borne solely by Scholar Rock.

Scholar Rock shall submit, or shall cause to be submitted, to JBI an invoice no more than once per calendar quarter for such Third Party costs and expenses relating to the Collaboration Patents to be reimbursed by JBI, and JBI shall pay such invoice within [***] days after receiving it. Both Parties shall be informed of all matters relating to the preparation, filing, prosecution and maintenance of the Collaboration Patents and each Party shall reasonably consider and accept those reasonable comments of the other Party relating to patent prosecution and maintenance decisions. In the event of a bona fide dispute regarding preparation, filing, prosecution and/or maintenance of the Collaboration Patents, such dispute shall be submitted to the procedure in Section 15.1.2 and, if the dispute is not resolved by such procedure, Scholar Rock may control the decision in dispute, provided that such decision shall not cause material harm to JBI in the exercise of its rights under this Agreement.

11.3.2 After Exercise of the License Option.

(a) After JBI's exercise of the License Option for Collaboration Molecules and/or Lead Molecules with either of the Pharmacological Profiles, JBI shall have the first right, but not the obligation, to prepare, file, prosecute and maintain the Collaboration Patents covering such Collaboration Molecules and/or Lead Molecules with such Pharmacological Profile using counsel of its choice, and shall bear one hundred percent (100%) of all Third Party costs and expenses incurred in connection with such activities. JBI shall keep Scholar Rock reasonably informed of all material matters relating to the preparation, filing, prosecution and maintenance of those Collaboration Patents (including providing Scholar Rock with copies of all material correspondence with the applicable patent office from countries or corresponding authorities within the Territory) and shall reasonably consider and accept those reasonable Scholar Rock comments relating to patent prosecution and maintenance decisions. Scholar Rock shall bear any costs and expenses it may incur in connection with its review and consultation concerning any such Collaboration Patents. In the event JBI determines not to file, prosecute or maintain a Collaboration Patent in a given country, JBI shall notify Scholar Rock and on the sixtieth (60^{th}) day after Scholar Rock's receipt of such notice, JBI's license to such Collaboration Patent shall be converted from exclusive to non-exclusive, and Scholar Rock shall have the right, at its sole expense, to file, prosecute or maintain such Collaboration Patent in such country, in the name of Scholar Rock or JBI or their respective designee, as applicable, and JBI shall no longer have any right to defend or enforce such Collaboration Patent under Section 11.5 or Section 11.6.1.

(b) After JBI's exercise of the License Option for Collaboration Molecules and/or Lead Molecules for at least one of the Pharmacological Profiles, Scholar Rock shall continue to be solely responsible for and have sole control over the preparation, filing, prosecuting and maintaining of the Scholar Rock Core Patents using counsel of its choice, and shall bear one hundred percent (100%) of all Third Party costs and expenses incurred in connection with such activities.

11.3.3 JBI Applied Patents. JBI shall have the first right, but not the obligation, to prepare, file, prosecute and maintain, or cause to be prepared, filed, prosecuted and maintained, the JBI Applied Patents (other than any JBI Collaboration Patents or Joint

Collaboration Patents included therein) using counsel of its choice, and shall bear one hundred percent (100%) of all Third Party costs and expenses incurred in connection with such activities. To the extent in the possession and Control of JBI, JBI shall provide Scholar Rock with copies of any patent applications included within such JBI Applied Patents which are not publicly available within thirty (30) days after filing and from the Effective Date. JBI shall also provide Scholar Rock copies of all material documents and correspondence relating to the preparation, filing and prosecution of such JBI Applied Patents in a timely manner. Scholar Rock shall bear any costs and expenses it may incur in connection with its review concerning any such JBI Applied Patents. In the event JBI determines not to file, prosecute or maintain any such JBI Applied Patent in a given country, JBI shall notify Scholar Rock thereof (and JBI shall not be deemed to be in breach of any of its obligations under this Section 11.3.3) and Scholar Rock shall have the right, at its sole expense, to file, prosecute or maintain such JBI Applied Patent in such country, in the name of JBI (or its designee).

11.3.4 Collaboration Patents Prosecution Goals. In their efforts relating to the preparation, filing, prosecution and maintenance of the Collaboration Patents, the Parties intend to claim subject matter comprising items (i) and (ii) of the definition of Collaboration Molecule and the methods of making and using the same, and other monoclonal antibodies, ScFvs, active binding fragments, and derivatives reasonably expected to satisfy the criteria set forth in Exhibit G and one of the Pharmacological Profiles; provided, however, that the foregoing shall in no way limit the ability of the Parties to fairly and reasonably claim the compositions, methods and uses that are the subject matter of the Program Plan but rather is intended to guide the activities of the Parties with respect to the preparation, filing, prosecution and maintenance of the Collaboration Patents.

11.4 Cooperation. Each Party shall make available to the other Party (and to the other Party's authorized attorneys, agents or representatives) its employees, agents, and, to the extent reasonably possible, subcontractors and consultants, and such other relevant information and documentation as is in such Party's Control to the extent reasonably available, necessary and appropriate to enable the prosecuting Party to prepare, file, prosecute and maintain Patents as set forth in Section 11.3 and for periods of time reasonably sufficient for such Party to obtain the assistance it needs from such personnel. Where appropriate, each Party shall sign or cause to have signed all documents relating to said patent applications or patents at no charge to the other Party.

11.5 Infringement Claims.

Scholar Rock and JBI shall each promptly, but in any event no later than ten (10) days after receipt of notice of such action, notify the other in writing if any Third Party at any time provides written notice of a claim to, or brings an action, suit or proceeding against, either Party, or any of their respective Affiliates or sublicensees or subcontractors, claiming infringement of its patent rights or unauthorized use or misappropriation of its Know-How, based upon an assertion or claim arising out of the Development, Manufacture or Commercialization of a Collaboration Molecule, Lead Molecule or Licensed Product (an "**Infringement Claim**"). With

respect to any Infringement Claim, the Parties shall attempt to negotiate in good faith a resolution with respect thereto. If the Parties cannot settle such Infringement Claim with the appropriate Third Party within thirty (30) days after the receipt of the notice of such action, then the following applies:

11.5.1 In the event that such Infringement Claim is brought (i) solely against JBI in respect of such Collaboration Molecule, Lead Molecule or Licensed Product or (ii) jointly against JBI and Scholar Rock in respect of such Collaboration Molecule, Lead Molecule or Licensed Product, then JBI shall have the first right, but not the obligation, to defend against any such Infringement Claim at its expense. If JBI agrees to defend against the Infringement Claim, Scholar Rock will cooperate and assist JBI in any such litigation at JBI's expense, subject to Scholar Rock's obligation under Section 8.4, and JBI shall be deemed to be the "**Controlling Party**." In the event that such Infringement Claim is brought solely against Scholar Rock in respect of such Collaboration Molecule, Lead Molecule or Licensed Product, then in each such case Scholar Rock shall have the first right, but not the obligation, to defend against any such Infringement Claim at its expense. If Scholar Rock agrees to defend against the Infringement Claim, JBI will cooperate and assist Scholar Rock in any such litigation at Scholar Rock's expense and Scholar Rock shall be deemed to be the "**Controlling Party**."

11.5.2 The Controlling Party will have the exclusive right to hire, fire and direct an attorney to represent it (and in the event that the claim is brought against both Parties, to represent it and the other Party) with respect to such Infringement Claims. The Controlling Party will have the exclusive right to settle any Infringement Claim without the consent of the other Party, unless (i) such settlement could have a material adverse impact upon the other Party or its rights or ability to perform its obligations under this Agreement, in which case the consent of such other Party shall be required and/or (ii) such settlement could otherwise have a material adverse impact on the Licensed Technology or Collaboration Molecules, Lead Molecules and/or Licensed Products, in which case the consent of the other Party shall be required. For purposes of clarity, any settlement that would involve the waiver of rights or payment from such other Party shall be deemed to have an adverse impact and shall require the consent) of such other Party.

11.5.3 If a Party wishes to assume sole control of the defense of any such Infringement Claim with respect to which it has the option to be the Controlling Party, then such Party may do so upon written notice to the other Party. If a Party does not exercise its right to control the defense of such Infringement Claim within ten (10) Business Days, then the Parties shall jointly control the defense of any such Infringement Claim or, in the case of Scholar Rock not exercising its right to control the defense of an Infringement Claim, JBI shall control such Infringement Claim with full cooperation by Scholar Rock, and JBI shall pay all expenses related thereto, subject to Scholar Rock's obligation under Section 8.4, and in such event, (i) each Party shall have the right but not the obligation, to retain its own counsel to participate in any such Infringement Claim, and (ii) neither Party may settle such Infringement Claim without the consent of the other Party. If a Party shall become engaged in or participate in any suit described

in this Section 11.5, the other Party shall cooperate, and shall cause its and its Affiliates' employees, agents, and, to the extent reasonably possible, subcontractors and consultants to cooperate, with such Party, at such Party's expense, in all reasonable respects in connection therewith.

11.5.4 If, as a result of any Infringement Claim, any royalties or other Losses are payable to such Third Party as a result of the Development, Manufacture or Commercialization of a Collaboration Molecule, Lead Molecule or Licensed Product in the Field, then JBI shall be responsible for the payment of all such amounts, subject to Scholar Rock's obligation under Section 8.4.

11.6 Infringement by Third Parties.

11.6.1 **Licensed Technology**. In the event either Party becomes aware of any actual or suspected infringement of the Collaboration Patents or the Scholar Rock Core Patents or any misappropriation of the Scholar Rock Know-How by a Third Party that is conducting the manufacture, use, sale, offer for sale or import of a product that falls within the scope of the Exclusive License grant in Section 2.1.1 ("**Competitive Infringement**"), such Party shall provide written notice thereof to the other Party, and the terms and conditions set out below in this Section 11.6 shall apply.

(a) **During the Option Period**. During the Option Period:

(i) Scholar Rock shall have the sole and exclusive right to bring an action or proceeding to abate any infringement of the Scholar Rock Core Patents.

(ii) As between the Parties, Scholar Rock shall have the first right, but not the obligation, to bring an action or proceeding to abate any infringement of the Collaboration Patents. Scholar Rock agrees to notify JBI of its intention to bring an action or proceeding and to consult with JBI to determine the best course of action and take JBI's position into due consideration and to keep JBI informed of material developments in the prosecution or settlement of such action or proceeding. Scholar Rock shall be responsible for all costs and expenses of any action or proceeding to abate any such infringement that Scholar Rock initiates and maintains. JBI shall cooperate fully as may be reasonably requested by Scholar Rock, upon reasonable notice, by joining as a party plaintiff if required to do so by Law to maintain such action or proceeding to collect for Scholar Rock's sole and exclusive benefit any and all damages, profits and awards of any nature recoverable for such infringement (except to the extent such are specifically allocated to JBI based on damages suffered by JBI and not by Scholar Rock), by executing and making available such documents as Scholar Rock may reasonably request, and by performing all other acts which are or may become reasonably necessary to vest in Scholar Rock the right to institute any such action or proceeding, including, without limitation, by using commercially reasonable efforts to obtain any necessary joinder and/or cooperation in any such action or proceeding from any applicable Third Parties. Scholar Rock shall not enter into any settlement or transaction agreement with a Third Party that reduces

the scope of or admits invalidity or unenforceability of any Collaboration Patent claims that will cause material harm to JBI, without the prior written consent of JBI, which shall not be unreasonably withheld or delayed. Scholar Rock shall incur no liability to JBI as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any Collaboration Patent invalid or unenforceable. JBI may be represented by counsel of its choice in any such action or proceeding, at JBI's expense, acting in an advisory but not controlling capacity.

(iii) If Scholar Rock fails to elect or elects not to exercise such first right within ninety (90) days of evidence of an actual Competitive Infringement of the Collaboration Patents, JBI shall have the right, at its discretion, to institute and prosecute an action or proceeding to abate such Competitive Infringement of the Collaboration Patents and to resolve such matter by settlement or otherwise. JBI shall keep Scholar Rock informed of all developments in the prosecution or settlement of such action or proceeding. JBI shall be responsible for all costs and expenses of any action or proceeding to abate any Competitive Infringement of the Collaboration Patents that JBI initiates. Scholar Rock shall cooperate fully as may be reasonably requested by JBI, upon reasonable notice, by joining as a party plaintiff if required to do so by Law to maintain such action or proceeding to collect for JBI's sole and exclusive benefit any and all damages, profits and awards of any nature recoverable for such Competitive Infringement, by executing and making available such documents as JBI may reasonably request, and by performing all other acts which are or may become reasonably necessary to vest in JBI the right to institute any such action or proceeding including, without limitation, by using commercially reasonable efforts to obtain any necessary joinder and/or cooperation in any such action or proceeding from any applicable Third Parties. JBI shall incur no liability to Scholar Rock as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any Collaboration Patent invalid or unenforceable. Scholar Rock may be represented by counsel in any such action or proceeding at its own expense, acting in an advisory but not controlling capacity. JBI shall not enter into any settlement or transaction agreement with a Third Party that could have a material adverse impact upon Scholar Rock or its rights, or ability to perform its obligations, under this Agreement, without the prior written consent of Scholar Rock, which shall not be unreasonably withheld or delayed.

(iv) If the Parties obtain any damages, license fees, royalties or other compensation (including, but not limited to, any amount received in settlement of such litigation) from a Third Party in connection with a suit brought by a Party pursuant to Section 11.6.1(a), such amounts shall be allocated as follows: (A) in all cases to reimburse each Party for all expenses of such litigation, including, but not limited to, reasonable attorneys' fees and disbursements, court costs and other litigation expenses; (B) in the case of a suit

brought by JBI under Section 11.6.1(a), but except to the extent such are specifically allocated to Scholar Rock based on damages suffered by Scholar Rock and not by JBI, in which case they shall be retained by Scholar Rock, the balance shall be retained by JBI, and (C) in the case of a suit brought by Scholar Rock under Section 11.6.1(a), the balance shall be retained by Scholar Rock.

(b) **After Exercise of the License Option**. After JBI's exercise of the License Option for Collaboration Molecules and/or Lead Molecules for at least one of the Pharmacological Profiles:

(i) Scholar Rock shall continue to have the sole and exclusive right to bring an action or proceeding to abate any infringement of the Scholar Rock Core Patents. In the event that there is not adequate protection for a Licensed Product in a country under a Collaboration Patent, but there may be under a Scholar Rock Core Patent covering the composition of matter or method of use of a Collaboration Molecule or Licensed Product, the Parties agree to discuss in good faith expanding JBI's enforcements rights under Section 11.6.1(b)(ii), and, if the Parties are in a bona fide dispute over JBI's right to enforce the Scholar Rock Core Patent, such dispute shall be submitted to the procedure in Section 15.1.2 for resolution.

(ii) As between the Parties, JBI shall have the first right, but not the obligation, to institute and prosecute any action or proceeding to abate any Competitive Infringement of the Collaboration Patents. JBI agrees to notify Scholar Rock of its intention to bring any such action or proceeding and to consult with Scholar Rock to determine the best course of action and take Scholar Rock's position into due consideration and to keep Scholar Rock informed of material developments in the prosecution or settlement of such action or proceeding. JBI shall be responsible for all costs and expenses of any action or proceeding to abate any Competitive Infringement of the Collaboration Patents that JBI initiates and maintains. Scholar Rock shall cooperate fully as may be reasonably requested by JBI, upon reasonable notice, by joining as a party plaintiff if required to do so by Law to maintain such action or proceeding to collect for JBI's sole and exclusive benefit any and all damages, profits and awards of any nature recoverable for such infringement (except to the extent such are specifically allocated to Scholar Rock based on damages suffered by Scholar Rock and not by JBI), by executing and making available such documents as JBI may reasonably request, and by performing all other acts which are or may become reasonably necessary to vest in JBI the right to institute any such action or proceeding, including, without limitation, by using commercially reasonable efforts to obtain any necessary joinder and/or cooperation in any such action or proceeding from any applicable Third Parties. JBI shall not enter into any settlement or transaction agreement with a Third Party that reduces the scope of or admits invalidity or unenforceability of any Collaboration Patent claims that will cause material harm to Scholar Rock, without the prior written consent of Scholar Rock, which shall not be unreasonably withheld or delayed. JBI shall incur no liability to Scholar Rock as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any Collaboration Patent invalid or unenforceable. Scholar Rock may be represented by counsel of its choice in any such action or proceeding, at Scholar Rock's expense, acting in an advisory but not controlling capacity.

(c) If JBI fails to elect or elects not to exercise such first right within ninety (90) days of evidence of an actual Competitive Infringement of the Collaboration Patents,

Scholar Rock shall have the right, at its discretion, to institute and prosecute an action or proceeding to abate such Competitive Infringement of the Collaboration Patents and to resolve such matter by settlement or otherwise. Scholar Rock shall keep JBI informed of all developments in the prosecution or settlement of such action or proceeding. Scholar Rock shall be responsible for all costs and expenses of any action or proceeding to abate any Competitive Infringement of the Collaboration Patents that Scholar Rock initiates. JBI shall cooperate fully as may be reasonably requested by Scholar Rock, upon reasonable notice, by joining as a party plaintiff if required to do so by Law to maintain such action or proceeding to collect for Scholar Rock's sole and exclusive benefit any and all damages, profits and awards of any nature recoverable for such infringement, by executing and making available such documents as Scholar Rock may reasonably request, and by performing all other acts which are or may become reasonably necessary to vest in Scholar Rock the right to institute any such suit including, without limitation, by using commercially reasonable efforts to obtain any necessary joinder and/or cooperation in any such action or proceeding from any applicable Third Parties. Scholar Rock shall incur no liability to JBI as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any Collaboration Patent invalid or unenforceable. JBI may be represented by counsel in any such action or proceeding at its own expense, acting in an advisory but not controlling capacity. Scholar Rock shall not enter into any settlement or transaction agreement with a Third Party that could have a material adverse impact upon JBI or its rights, or ability to perform its obligations, under this Agreement, without the prior written consent of JBI, which shall not be unreasonably withheld or delayed.

(d) If the Parties obtain any damages, license fees, royalties or other compensation (including, but not limited to, any amount received in settlement of such litigation) from a Third Party in connection with a suit brought by a Party pursuant to Section 11.6.1(b) or 11.6.1(c), such amounts shall be allocated as follows: (i) in all cases to reimburse each Party for all expenses of such litigation, including, but not limited to, reasonable attorneys' fees and disbursements, court costs and other litigation expenses; (ii) in the case of a suit brought by JBI under Section 11.6.1(b), but except to the extent such are specifically allocated to Scholar Rock based on damages suffered by Scholar Rock and not by JBI, in which case they shall be retained by Scholar Rock, the balance shall be retained by JBI, with JBI paying royalties on such recovery as if such recovery were Net Sales of Licensed Product hereunder (and, for clarity, any such amounts shall be considered in the calculation of annual Net Sales for purposes of Sections 8.2.2 and 8.3); and (iii) in the case of a suit brought by Scholar Rock under Section 11.6.1(c), the balance shall be retained by Scholar Rock.

11.7 Patent Markings. JBI shall, or shall ensure that, all Licensed Products Developed, Manufactured, used or Commercialized under this Agreement, or their containers or packaging, are marked as required by applicable patent marking Laws in each jurisdiction in which Licensed Product is Developed, Manufactured, used or Commercialized under this Agreement.

11.8 Patent Term Extensions. Scholar Rock and JBI shall discuss which, if any, of the Patents within the Collaboration Patents the Parties should seek Patent term extensions for; provided that, JBI shall have the final decision-making authority with respect to applying for any such Patent term extensions. Scholar Rock shall and cause its Affiliates, and any other relevant Third Parties to cooperate fully with JBI in making such filings or actions, including, but not limited to, making available all required regulatory data and information and executing any required authorizations to apply for such Patent term extension. Scholar Rock shall have sole decision-making authority with respect to determining for which, if any, Patents within the Scholar Rock Core Patents Patent term extensions should be sought and to applying for any such Patent term extensions. All expenses incurred in connection with the activities of a Party under this Section 11.8 shall be borne by such Party.

ARTICLE 12
REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties.

12.1.1 **Mutual Representations**. Each of the Parties hereby represents and warrants to the other Party that, as of the Effective Date:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state (or other jurisdiction) of its incorporation or organization, as applicable. Such Party has full corporate (or other organizational) right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement and that it has the right to grant the rights, licenses and sublicenses granted pursuant to this Agreement;

(b) This Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it (or any of its Affiliates) is a Party or by which it (or any of its Affiliates) is bound, nor, to its knowledge, violate any Law of any Governmental Authority having jurisdiction over it (or any of its Affiliates);

(c) The Person executing this Agreement on behalf of such Party is duly authorized to do so by all requisite corporate action (or other organizational action, as applicable);

(d) Each Party has obtained all necessary consents, approvals and authorizations of all Government Authorities and other Persons required to be obtained by it as of the Effective Date in connection with the execution, delivery and performance of this Agreement; and

(e) There is no action or proceeding pending or, to such Party's knowledge, threatened, that questions the validity of this Agreement or any action taken by such Party in connection with the execution of this Agreement.

12.1.2 **Additional Representations of Scholar Rock**. Scholar Rock hereby represents and warrants to JBI that, as of the Effective Date:

(a) Scholar Rock owns all right, title and interest in and to, or has a license, sublicense or other permission to use and license in the Field, the Licensed Technology as set forth herein;

(b) All of the Scholar Rock Patents existing as of the Effective Date are identified on Exhibit A and all patent applications within the Scholar Rock Patents as of the Effective Date are still pending and all issued patents within the Scholar Rock Patents as of the Effective Date are in good standing and have not been abandoned;

(c) To Scholar Rock's knowledge, (i) the practice of the Scholar Rock Patents as of the Effective Date by the Parties as contemplated herein does not infringe the patent rights of any Third Party to which Scholar Rock is not licensed under the In-License Agreement, and (ii) the use by the Parties of the Scholar Rock Know-How as of the Effective Date as contemplated herein does not constitute misappropriation of any Third Party trade secrets or other intellectual property rights;

(d) Scholar Rock has not received any claim made against it in writing asserting the invalidity of any of the Scholar Rock Patents, and no claim or demand by any Person has been asserted in writing to Scholar Rock that challenges the rights of Scholar Rock to use or license any of the Licensed Technology; and

(e) Scholar Rock has provided JBI with a copy of the In-License Agreement existing as of the Effective Date and each such agreement is in full force and effect. Scholar Rock is in material compliance with the terms of the In-License Agreement, and has not received any written notice from any counter-party under the In-License Agreement that Scholar Rock is not in compliance with the terms of the In-License Agreement.

12.1.3 **Disclaimer of Warranty**. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO COLLABORATION MOLECULES, LEAD MOLECULES, LICENSED PRODUCTS, LICENSED TECHNOLOGY, JBI APPLIED PATENTS OR JBI APPLIED KNOW-HOW. EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 12, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

12.2 **Covenants of Scholar Rock**. Scholar Rock hereby covenants that:

12.2.1 It will not assign, transfer, convey or otherwise encumber its right, title and interest in the Licensed Technology in any manner that would prevent it from granting the licenses set forth in Article 2 or bestowing other rights expressly contemplated in this Agreement.

12.2.2 It will comply with its material obligations under the In-License Agreement.

12.2.3 It shall not use in any capacity, in connection with its activities related to a Collaboration Molecule, Lead Molecule or Licensed Product hereunder, any Person who has been debarred pursuant to Section 306 of the Federal Food, Drug and Cosmetic Act (as amended, the "**FD&C Act**") (or similar Law outside of the U.S.), or who is the subject of a conviction described in such section, and Scholar Rock shall inform JBI in writing immediately if it or any Person who is performing services for Scholar Rock (or its Affiliates or subcontractors) hereunder is debarred or is the subject of a conviction described in Section 306 of the FD&C Act (or similar Law outside of the U.S.), or if any action, suit, claim, investigation or legal administrative proceeding is pending or, to Scholar Rock's knowledge, is threatened, relating to the debarment of Scholar Rock or any Person used in any capacity by Scholar Rock (or its Affiliates or subcontractors) in connection with its activities related to a Collaboration Molecule, Lead Molecule or Licensed Product hereunder.

12.2.4 It and any Affiliates, subcontractors or other agents employed shall not use in any capacity, in connection with its activities under the Program Plan or otherwise related to a Collaboration Molecule, Lead Molecule or Licensed Product hereunder, any funding or other resources of the any governmental entity, including, without limitation, US government grants or other funding.

12.2.5 It shall promptly provide to JBI a copy of any written notice Scholar Rock receives from CMCC under the In-License Agreement (a) terminating or providing notice of termination of the In-License Agreement, or (b) alleging any material breach of or default by Scholar Rock under the In-License Agreement.

12.2.6 It shall promptly inform JBI if, after the Effective Date:

(a) it receives any written notice from a Third Party asserting the invalidity of any of the Scholar Rock Patents or challenging the rights of Scholar Rock to use or license any of the Licensed Technology;

(b) during the Collaboration Term, it has knowledge that the warranty made in Section 12.1.2(a) is no longer true and correct; and

(c) during the Collaboration Term, it has executed an agreement with a Third Party for use in generation and/or humanization of Collaboration Molecules and/or Lead Molecules.

12.3 Covenant of JBI. JBI hereby covenants that, after exercise of the License Option:

12.3.1 It will not assign, transfer, convey or otherwise encumber (including by way of grant of any license or sublicense to or covenant not to sue under) the JBI Applied Patents, JBI Applied Know-How, JBI Collaboration Patents, Antibody Specific Collaboration Patents and/or Antibody Specific Collaboration Know-How in any manner that would prevent it from undertaking the assignment set forth in Section 11.2.1(b), granting the licenses set forth in Sections 11.2.1(b) and 14.3.3, or bestowing on Scholar Rock the other rights expressly contemplated in this Agreement.

12.3.2 It shall not use in any capacity, in connection with its Development or Commercialization of Collaboration Molecules, Lead Molecules or Licensed Products hereunder, any Person who has been debarred pursuant to Section 306 of FD&C Act (or similar Law outside of the U.S.), or who is the subject of a conviction described in such section, and JBI shall inform Scholar Rock in writing immediately if it or any Person who is performing services for JBI (or its Affiliates, Sublicensees or subcontractors) hereunder is debarred or is the subject of a conviction described in Section 306 of the FD&C Act (or similar Law outside of the U.S.) or if any action, suit, claim, investigation or legal administrative proceeding is pending or, to JBI's knowledge, is threatened, relating to the debarment of JBI or any Person used in any capacity by JBI (or its Affiliates, Sublicensees or subcontractors) in connection with its activities related to Collaboration Molecules, Lead Molecules or Licensed Products hereunder.

12.3.3 During the Collaboration Term, it shall promptly provide JBI with a copy of any agreements executed with a Third Party for use in the generation, identification and/or composition of matter of Collaboration Molecules and/or Lead Molecules developed as part of the Program Plan, provided that Scholar Rock may redact in such copy any financial and other terms that are not applicable to the subject matter of this Agreement which shall not be in derogation of Scholar Rock's obligations under Section 3.1.

ARTICLE 13
INDEMNIFICATION

13.1 Indemnification by JBI. JBI shall defend, indemnify and hold harmless Scholar Rock and its Affiliates and each of their officers, directors, shareholders, employees, agents, successors and permitted assigns ("**Scholar Rock Indemnitees**") from and against any and all Losses incurred by such Scholar Rock Indemnitee in connection with any Claims brought by a Third Party (a "**Third Party Claim**") against a Scholar Rock Indemnitee that arise out of or result from: (a) JBI's negligence or willful misconduct in performing any of its obligations under this Agreement (including any negligence or willful misconduct of its Affiliates or Sublicensees for which JBI is responsible hereunder), (b) a breach by JBI of any of its representations, warranties, covenants or obligations under this Agreement (including any breach by its Affiliates or Sublicensees or agents for which JBI is responsible hereunder), or (c) the Development, Manufacture, use, or Commercialization of the Licensed Product by, or on behalf of, JBI or any

of its Affiliates or Sublicensees; provided, however, that in all cases referred to in this Section 13.1, JBI shall not be liable to indemnify the Scholar Rock Indemnitees for any Losses incurred by the Scholar Rock Indemnitees to the extent that such Losses arise from (i) the negligent, reckless or intentional act or omission of a Scholar Rock Indemnitee or (ii) any action or non-action of a Scholar Rock Indemnitee for which Scholar Rock is obligated to indemnify JBI pursuant to Section 13.2.

13.2 Indemnification by Scholar Rock. Scholar Rock shall defend, indemnify and hold harmless JBI and its Affiliates and each of their officers, directors, shareholders, employees, agents, successors and permitted assigns ("**JBI Indemnitees**") from and against any and all Losses incurred by such JBI Indemnitees in connection with any Third Party Claims against a JBI Indemnitee that arise out of or result from: (a) Scholar Rock's negligence or willful misconduct in performing any of its obligations under this Agreement (including any negligence or willful misconduct of its Affiliates for which Scholar Rock is responsible hereunder), (b) a breach by Scholar Rock of any of its representations, warranties, covenants or obligations under this Agreement (including any breach by its Affiliates or agents for which Scholar Rock is responsible hereunder), (c) the discovery and/or research activities carried out by, or on behalf of, Scholar Rock or any of its Affiliates or agents in the performance of the Program Plan, or (d) Third Party payments and other obligations arising out of Scholar Rock's agreements with Third Parties, activities performed thereunder, and any other obligation of Scholar Rock pursuant to Section 8.4, including without limitation the In-License Agreements; provided, however, that in all cases referred to in this Section 13.2, Scholar Rock shall not be liable to indemnify the JBI Indemnitees for any Losses incurred by the JBI Indemnitees to the extent that such Losses arise from (i) the negligent, reckless or intentional act or omission of a JBI Indemnitee or (ii) any action or non-action of JBI for which JBI is obligated to indemnify Scholar Rock pursuant to Section 13.1.

13.3 Procedure for Indemnification.

13.3.1 Notice. Each Party (the "**Indemnified Party**") will notify promptly the other Party (the "**Indemnifying Party**") if it becomes aware of an (actual or potential) Third Party Claim for which indemnification may be sought by the Indemnified Party, and will give such information with respect thereto as the Indemnifying Party shall reasonably request. If any proceeding (including, but not limited to, any governmental investigation) is instituted involving the Indemnified Party, the Indemnified Party shall not make any admission or statement concerning a Third Party Claim, but shall promptly notify the Indemnifying Party in writing and the Indemnifying Party and Indemnified Party shall meet to discuss how to respond to such Third Party Claim. The Indemnifying Party shall not be obligated to indemnify the Indemnified Party to the extent any admission or statement made by the Indemnified Party, or any failure by the Indemnified Party to notify the Indemnifying Party of the Claim, materially prejudices the defense of the Third Party Claim.

13.3.2 Defense of Claim. The Indemnifying Party shall defend the Indemnified Party against the Third Party Claim and shall be responsible for satisfying and

discharging any judgment or award made to the Third Party as a result of such proceedings or settlement amount agreed to with the Third Party in respect of the Third Party Claim; provided, that the Indemnifying Party has the financial resources to satisfy any judgment or award made to the Third Party as a result of such proceedings or settlement amount agreed to with the Third Party in respect of the Third Party Claim, without prejudice to any provision in this Agreement or right under applicable Law that allows the Indemnifying Party subsequently to recover any amount from the Indemnified Party. The Indemnifying Party shall retain counsel reasonably acceptable to the Indemnified Party (such acceptance not to be unreasonably withheld, refused, conditioned or delayed) to represent the Indemnified Party and shall pay the fees and expenses of such counsel related to such proceeding. In any such proceeding, the Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless: (a) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel, or (b) the named parties to any such proceeding (including, but not limited to, any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them. In the circumstance described in the preceding sentence, all reasonable attorneys' fees and expenses of the Indemnified Party shall be

reimbursed by the Indemnifying Party as they are incurred. The Indemnified Party shall have the right to control the defense of the Third Party Claim only if the Indemnifying Party fails to defend the Third Party Claim, and if the Indemnified Party controls the defense of such Third Party Claim, the Indemnifying Party shall have the right to participate in such defense at the Indemnifying Party's own expense. The Indemnified Party shall not settle any claim for which it is seeking indemnification without the prior consent of the Indemnifying Party, which consent shall not be unreasonably withheld, refused, conditioned or delayed. The Indemnified Party shall, at the Indemnifying Party's expense and request, cooperate in all reasonable respects in the defense of the Third Party Claim.

13.3.3 Claim Settlement. The Indemnifying Party shall not, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld, refused, conditioned or delayed, effect any settlement of any pending or threatened proceeding in which the Indemnified Party has sought indemnification hereunder by the Indemnifying Party, unless such settlement involves solely monetary damages and includes an unconditional release of the Indemnified Party from all liability on claims that are the subject matter of such proceeding.

13.4 Assumption of Defense. Notwithstanding anything to the contrary contained herein, an Indemnified Party shall be entitled to assume the defense of any Third Party Claim with respect to the Indemnified Party, upon written notice to the Indemnifying Party pursuant to this Section 13.4, in which case the Indemnifying Party shall be relieved of liability under Section 13.1 or 13.2, as applicable, solely for such Third Party Claim and related Losses.

13.5 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR LOSS OF USE, LOST PROFITS OR ANY OTHER

COLLATERAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INCIDENTAL DAMAGES, LOSSES, OR EXPENSES, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, PROVIDED THAT THE FOREGOING LIMITATION WILL NOT APPLY WITH RESPECT TO INDEMNITY FOR THIRD PARTY CLAIMS AS PROVIDED IN SECTIONS 13.1 AND 13.2.

ARTICLE 14
TERM AND TERMINATION

14.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire (i) upon expiry of the Collaboration Term if JBI fails to exercise at least one of the License Options as defined in Section 2.2 or (ii) if JBI exercises a License Option, on a Pharmacological Profile-by-Pharmacological Profile and country-by-country basis on the expiration of the last Royalty Term for a Licensed Product with such Pharmacological Profile in such country (the "**Term**"), in each case, unless earlier terminated by a Party as set forth below in this Article 14.

14.2 Termination.

14.2.1 JBI Termination.

(a) JBI shall have the right to terminate this Agreement or its rights hereunder in their entirety or on an Indication-by-Indication, country-by-country, Pharmacological Profile-by-Pharmacological Profile, or Licensed Product-by-Licensed Product basis, without cause, on ninety (90) days written notice to Scholar Rock. In accordance with Section 2.2.2, this Agreement shall terminate immediately in its entirety upon expiration of the License Option for both Pharmacological Profiles and Scholar Rock shall retain all right, title and interest in any and all Collaboration Molecules and/or Lead Molecules existing as of such termination date with either Pharmacological Profiles.

(b) In the event of a Financing Failure, JBI shall have the right to terminate the Agreement at any time upon written notice to Scholar Rock.

14.2.2 Breach. Either Party may, without prejudice to any other remedies available to it at Law or in equity, terminate this Agreement in the event that the other Party (the "**Breaching Party**") shall have materially breached or defaulted in the performance of any of its obligations hereunder. The Breaching Party shall have sixty (60) days (thirty (30) days in the event of non-payment) after written notice thereof was provided to the Breaching Party by the non-breaching Party to remedy such default. Any such termination shall become effective at the end of such sixty (60)-day period (30-day period for non-payment) unless the Breaching Party has cured any such breach or default prior to the expiration of such sixty (60)-day period (30-day period for non-payment).

14.2.3 Bankruptcy. Either Party may terminate this Agreement upon written notice to other Party at any time, to the extent permitted by Law, if the other Party shall make or seek to make or arrange an assignment for the benefit of creditors, or if proceedings in voluntary or involuntary bankruptcy shall be initiated by, on behalf of or against such Party (and, in the case of any such involuntary proceeding, not dismissed within ninety (90) days), or if a receiver or trustee of such Party's property shall be appointed and not discharged within ninety (90) days.

14.3 Effects of Termination. Upon termination of this Agreement under Section 14.1 or 14.2 or otherwise for any reason but not upon expiration, the following shall apply (without prejudice to any other remedies which may be available to a Party at Law or in equity):

14.3.1 Termination of Rights and Licenses. All rights and licenses granted to JBI hereunder shall immediately terminate and be of no further force and effect, and, as applicable in the case of JBI having exercised a License Option, JBI shall (and shall cause its Affiliates and Sublicensees to) immediately cease Developing, Manufacturing and Commercializing Licensed Product (except as otherwise set forth in this Section 14.3).

14.3.2 Assignments. As applicable in the case of JBI having exercised the License Option, JBI will, on an item-by-item basis:

(a) as requested by Scholar Rock, assign and transfer to Scholar Rock all of JBI's (and all of its Affiliates') right, title and interest in and to any agreements between JBI (or any of its Affiliates) and Third Parties that relate solely to the Development, Manufacture or Commercialization of any Licensed Product (including, but not limited to, any Third Party licenses); provided that, if any such agreement does not relate solely to the Development, Manufacture or Commercialization of Licensed Product, then JBI (or its applicable Affiliate) shall assign to Scholar Rock only such portions of such agreements relating thereto that are practicable to assign;

(b) as requested by Scholar Rock, assign and transfer to Scholar Rock, to the extent assignable by JBI in accordance with Law, the management and continued performance of any clinical trials for Licensed Product ongoing as of the effective date of such termination or expiration (provided that if the management and continued performance thereof is not assignable, then at the request of Scholar Rock, JBI shall continue to manage and perform such clinical trial(s) for a limited time period at the direction of Scholar Rock) the entire cost of which that is incurred after the effective date of termination shall be borne by Scholar Rock; and

(c) assign and transfer to Scholar Rock all of JBI's (and all of its Affiliates') right, title and interest in and to any and all Regulatory Materials and Regulatory Approvals for Licensed Products.

To the extent that any agreement or other asset described in this Section 14.3.2 is not assignable by JBI (or its Affiliate, as applicable), then such agreement or other asset will not be assigned, and upon the request of Scholar Rock, JBI will (and will cause its Affiliates to) take

such steps as may be necessary to allow Scholar Rock to obtain and to enjoy the benefits of such agreement or other asset, without additional payment therefor, in the form of a license or other right. In addition, to the extent that any of the foregoing items set forth in this Section 14.3.2 are owned or otherwise controlled by an Affiliate or Sublicensee, JBI shall cause such Affiliate or Sublicensee to make the assignments to Scholar Rock as set forth in this Section 14.3.2. For purposes of clarity, Scholar Rock shall have the right (but not the obligation) in its sole discretion to take assignment of any or all of the foregoing items delineated in this Section 14.3.2.

14.3.3 License Grant; **Other Scholar Rock Rights**. As applicable in the case of JBI having exercised the License Option for a Pharmacological Profile:

(a) JBI (and its Affiliates) agree to grant and hereby grant to Scholar Rock, effective upon such termination of this Agreement, a non-exclusive, worldwide, perpetual license or sublicense, as applicable, with the right to sublicense and authorize the grant of further sublicenses, under any JBI Applied Patents (other than the Antibody Specific Collaboration Patents, but provided that JBI Applied Patents as used in this Section 14.3.3 shall include all Patents to which JBI or any of its Affiliates has the right to grant a license or sublicense even those for which the grant of the sublicense to Scholar Rock to such Patents under this Section 14.3.3 shall require payment by JBI or such Affiliate to the licensor but subject to Scholar Rock's obligation with respect to such payment as stated below in this Section 14.3.3) and JBI Applied Know-How (other than the Antibody Specific Collaboration Know-How) to Develop, make, have made, use, import, sell and offer for sale any Collaboration Molecules, Lead Molecules and Licensed Products in the Field in the Territory. To the extent that any amounts would be owed by JBI under its agreements for any in-licensed JBI Applied Patents or JBI Applied Know-How as a result of the exercise by Scholar Rock of any such sublicense were it to be taken by Scholar Rock, JBI shall notify Scholar Rock of the existence of and anticipated amounts of such payments and Scholar Rock shall have the right to decline a sublicense to such in-licensed JBI Applied Patents and/or JBI Applied Know-How or take such sublicense, in which case Scholar Rock agrees to comply with any obligations under such agreements of JBI that apply to Scholar Rock and of which Scholar Rock was informed by JBI, including, without limitation, any obligation to make such payments, provided that Scholar Rock may set off such payments against any royalties Scholar Rock may owe to JBI pursuant to Section 14.3.7. JBI shall grant to Scholar Rock an exclusive, worldwide, perpetual license, with the right to sublicense and authorize the grant of further sublicenses, under the Antibody Specific Collaboration Patents and Antibody Specific Collaboration Know-How to Develop, make, have made, use, import, sell and offer for sale any Collaboration Molecules, Lead Molecules and Licensed Products in the Field in the Territory.

(b) JBI shall continue to be responsible for the preparation, filing, prosecuting and maintaining of the Antibody Specific Collaboration Patents using counsel of its choice and at its sole cost and expense. JBI shall keep Scholar Rock reasonably informed of all material matters relating to such activities for the Antibody Specific Collaboration Patents (including

providing Scholar Rock with copies of all material correspondence with the applicable patent office from countries or corresponding authorities within the Territory) and shall reasonably consider and accept those reasonable Scholar Rock comments relating to patent prosecution and maintenance decisions. Scholar Rock shall bear any costs and expenses it may incur in connection with its review and consultation concerning any such Antibody Specific Collaboration Patents. Notwithstanding the foregoing, at any time during the term of Scholar Rock's exclusive license pursuant to Section 14.3.3(a), Scholar Rock may notify JBI of Scholar Rock's election to take control of the preparation, filing, prosecuting and maintaining of the Antibody Specific Collaboration Patents using counsel of its choice, in which event, Scholar Rock shall bear all Third Party costs and expenses incurred in connection with such activities and JBI agrees to provide any powers of attorney and execute any other documents as may be reasonably necessary to assist Scholar Rock in such activities.

(c) Scholar Rock shall have the sole and exclusive right to bring an action or proceeding to abate any infringement of the Antibody Specific Collaboration Patents within the scope of the exclusive license granted to Scholar Rock pursuant to Section 14.3.3(a). Scholar Rock agrees to notify JBI of its intention to bring any such action or proceeding and to keep JBI informed of material developments in the prosecution or settlement of such action or proceeding. Scholar Rock shall be responsible for all costs and expenses of any such action or proceeding. JBI shall cooperate fully as may be reasonably requested by Scholar Rock, upon reasonable notice, by joining as a party plaintiff if required to do so by Law to maintain such action or proceeding to collect for Scholar Rock's sole and exclusive benefit any and all damages, profits and awards of any nature recoverable for such infringement, by executing and making available such documents as Scholar Rock may reasonably request, and by performing all other acts which are or may become reasonably necessary to vest in Scholar Rock the right to institute any such action or proceeding, including, without limitation, by using commercially reasonable efforts to obtain any necessary joinder and/or cooperation in any such action or proceeding from any applicable Third Parties. Scholar Rock shall not enter into any settlement or transaction agreement with a Third Party that reduces the scope of or admits invalidity or unenforceability of any Antibody Specific Collaboration Patent claims that will cause material harm to JBI, without the prior written consent of JBI, which shall not be unreasonably withheld or delayed. Scholar Rock shall incur no liability to JBI as a consequence of such litigation or any unfavorable decision resulting therefrom, including any decision holding any Antibody Specific Collaboration Patent invalid or unenforceable. If Scholar Rock obtains any damages, license fees, royalties or other compensation (including, but not limited to, any amount received in settlement of such litigation) from a Third Party in connection with a suit brought by Scholar Rock pursuant to this Section 14.3.3(c), all such amounts shall first be applied to reimburse Scholar Rock for all expenses of such litigation, including, but not limited to, reasonable attorneys' fees and disbursements, court costs and other litigation expenses, and the balance shall be retained in full by Scholar Rock with Scholar Rock paying royalties on such recovery as if such recovery were Net Sales of Returned Product hereunder (and, for clarity, any such balance shall be considered in the calculation of annual Net Sales for purposes of Section 14.3.7).

14.3.4 Disclosure and Delivery. As applicable in the case of JBI having exercised the License Option, with respect to any JBI Applied Know-How, JBI shall deliver to Scholar Rock the physical embodiment of such JBI Applied Know-How to the extent such Know-How is embodied in documents or biological or chemical materials, and to the extent that such JBI Applied Know-How is not fully embodied in documents or biological or chemical materials, JBI shall make its employees and agents who have knowledge of such JBI Applied Know-How in addition to that embodied in documents available to Scholar Rock for interviews, demonstrations and training, at Scholar Rock's sole expense, in a manner sufficient to enable Scholar Rock to practice such JBI Applied Know-How as theretofore practiced by JBI.

14.3.5 Sublicensees and Subcontractors. As applicable in the case of JBI having exercised the License Option, Scholar Rock shall have the option as practicable, at its sole discretion, to assume the rights and obligations of JBI (or any of its Affiliates) in each sublicense agreement or subcontract with respect to any Licensed Product; provided, however, that to the extent that Scholar Rock does not so assume such rights and obligations, such sublicense and/or subcontract, as applicable, shall terminate.

14.3.6 Disposition of Inventory. As applicable in the case of JBI having exercised the License Option, Scholar Rock shall have the option, exercisable within sixty (60) days following the effective date of such termination or expiration, to purchase any or all of JBI's (and its Affiliates and Sublicensees) inventory of Licensed Product at a price equal to the cost of goods for such Licensed Product calculated in accordance with industry standards (excluding overhead) plus fifteen percent 15%. Scholar Rock may exercise such option by written notice to JBI during such sixty (60)-day period. Upon such exercise, the Parties will attempt to establish mutually agreeable and commercially reasonable payment and

delivery terms for the sale of such inventory. JBI shall (and shall cause its Affiliates and Sublicensees to) store inventory of Licensed Product under the same good conditions JBI would for its similar products. If Scholar Rock does not exercise such option during such sixty (60)-day period, or if Scholar Rock provides JBI with written notice of its intention not to exercise such option, then JBI and its Affiliates and Sublicensees will be entitled, to the extent allowed under applicable Laws, during the period commencing upon the expiration of the Scholar Rock option to acquire inventory or its provision of written notice of its intention not to exercise such option, and ending on the last day of the twelfth (12th) full month following the effective date of such termination or expiration, to sell any inventory of Licensed Product affected by such termination or expiration that remain on hand as of the effective date of the termination or expiration, so long as JBI pays to Scholar Rock the royalties and milestones applicable to said subsequent sales in accordance with the terms and conditions set forth in this Agreement.

14.3.7 Royalties on Sales of Licensed Product after Termination. As applicable in the case of JBI having exercised the License Option, for any Licensed Product for which JBI has terminated the Agreement in the event of a partial termination of the Agreement by JBI pursuant to Section 14.2.1, or for all Licensed Products in any other case of termination of the Agreement, Scholar Rock shall pay to JBI a royalty on net sales as specified below made by

Scholar Rock or its Affiliate or sublicensee on all sales of such Licensed Product(s) or products incorporating the same Collaboration Molecule or Lead Molecule as a terminated Licensed Product (collectively "Returned Product").

(a) **Reversion Royalty**. For a Returned Product for which JBI, its Affiliate or Sublicensee has [***] Returned Product prior to termination, the royalty rate shall be [***] percent ([***]%); if JBI, its Affiliate or Sublicensee has [***] Returned Product prior to termination, the royalty rate shall be [***] percent ([***]%); if JBI, its Affiliate or Sublicensee has [***] Returned Product prior to termination, the royalty rate shall be [***] percent ([***]%), and if JBI, its Affiliate or Sublicensee has [***] Returned Product prior to termination, the royalty shall be [***] percent ([***]%). For clarity, neither Scholar Rock nor its Affiliates nor its Sublicensees shall owe JBI a royalty pursuant to this Section 14.3.7(a) on sales of a Returned Product unless JBI or its Affiliate or Sublicensee has [***] Returned Product.

(b) The royalty in this Section 14.3.7 will be determined using the definition of Net Sales applied *mutatis mutandis* to sales by Scholar Rock, its Affiliates and sublicensees, and the term of such royalty, on a Returned Product-by-Returned Product, and country-by-country basis shall be the longer of (i) expiration of the last to expire Valid Claim of a JBI Collaboration Patent or Joint Collaboration Patent claiming or covering the composition of matter of the Returned Product in such country (excluding, for clarity, JBI Collaboration Patents or Joint Collaboration Patents covering the Returned Product formulation), (ii) the tenth (10th) year anniversary of the First Commercial Sale of such Returned Product in such country, or (iii) the termination or expiration of the Regulatory Exclusivity for such Returned Product in such country (the "Reversion Royalty Term"). The terms of such royalties shall be as set forth in Section 8.3 and Sections 9.1-9.4 as applied *mutatis mutandis* to Scholar Rock and its Affiliates and sublicensees.

(c) During the Reversion Royalty Term for a Returned Product, with respect to those countries in which such Returned Product is sold, (a) upon such Returned Product not being covered by a Valid Claim of a JBI Collaboration Patent or Joint Collaboration Patent to the composition-of-matter (excluding, for clarity, JBI Collaboration Patents or Joint Collaboration Patents covering the Returned Product formulation) of such Returned Product in such country, the royalty rates shall be reduced from those set forth in Section 14.3.7(a) by [***] percent ([***]%) (e.g., the applicable royalty in each such country for such Returned Product shall be [***]% where such Returned Product is also one for which JBI, its Affiliate or Sublicensee has [***]), provided that such royalty reduction shall only be [***] percent ([***]%) (e.g., the applicable royalty in each such country for such Returned Product shall be [***]% where such Returned Product is also one for which JBI, its Affiliate or Sublicensee has [***]) during the period of the Reversion Royalty Term that (i) there is then effective Regulatory Exclusivity for such Returned Product in such country and (ii) there is no Biosimilar Product of such Returned Product in such country; and (b) upon a Biosimilar Product of such Returned Product being introduced in such country, the royalty rates shall be reduced from those set forth in Section 14.3.7(a) by [***] percent ([***]%) (e.g., the applicable royalty in each such country for

such Returned Product shall be [***]% where such Returned Product is also one for which JBI, its Affiliate or Sublicensee has [***]). The definitions for the terms Regulatory Exclusivity and Biosimilar Product shall apply in kind to a Returned Product for purposes of this Section 14.3.7(c). Notwithstanding anything herein to the contrary, none of the foregoing royalty reductions shall be additive and the maximum by which the royalty rates set forth in Section 14.3.7(a) can be reduced is [***] percent ([***]%).

14.4 Accrued Rights. Termination or expiration of this Agreement for any reason will be without prejudice to any rights that will have accrued to the benefit of a Party prior to the effective date of such termination or expiration. Such termination or expiration will not relieve a Party from obligations that are expressly indicated to survive the termination or expiration of this Agreement.

14.5 Survival. The following ARTICLES and Sections, together with any definitions used or exhibits referenced therein, will survive any termination or expiration of this Agreement: Sections 9.6, 11.2, 11.4, 11.5, 12.1.3, 14.3 (and 8.3 and 9.1-9.4 only for purposes of 14.3.7), 14.4 and this 14.5, and ARTICLES 1, 10, 13 and 15.

ARTICLE 15
MISCELLANEOUS

15.1 Dispute Resolution.

15.1.1 The Parties recognize that, from time to time during the Term, disputes may arise as to certain matters which relate to either Party's rights and/or obligations hereunder. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Article 15 to resolve any controversy or claim arising out of, relating to or in connection with any provision of this Agreement.

15.1.2 Referral of Disputes to Senior Management. With respect to all disputes arising between the Parties, including, but not limited to, any alleged failure to perform, or breach, of this Agreement, or any issue relating to the interpretation or application of this Agreement, that is not resolved within thirty (30) days after such dispute is first identified by either Party in writing to the other Party, the dispute shall first be presented, upon written notice by either Party, to a senior officer of JBI at no less than Vice President level and the CEO or equivalent senior officer of Scholar Rock for resolution prior to proceeding with arbitration under the following provisions in this Article 15. Such executives or their designees shall meet (in person or by teleconference) to attempt in good faith to resolve such dispute through discussions promptly following such written notice, and in any event within fifteen (15) Business Days thereafter. If such senior officers of JBI and Scholar Rock or their respective designees cannot resolve the dispute within thirty (30) days of the written request to do so, either Party may thereafter, by written notice to the other, invoke the provisions of Sections 15.1.3 below, except

that the provisions of Section 15.1.3 or 15.1.4 shall not be invoked and rather Scholar Rock shall have the right to invoke its tie-breaking authority if the dispute relates to (i) the preparation, filing, prosecution and/or maintenance of the Collaboration Patents during the Option Period pursuant to Section 11.3.1, (ii) the enforcement of the Scholar Rock Core Patents pursuant to Section 11.6.1(b)(i), or (iii) items within Program Committee decision making pursuant to Section 3.13 and, if the Program Committee is no longer in existence at such time, then Scholar Rock shall have its tie-breaking authority pursuant to this Section 15.1.2.

15.1.3 **Mediation**. Every dispute must first be submitted to non-binding mediation before any arbitration of such dispute may be commenced.

(i) Mediation shall be conducted according to the CPR Mediation Procedure for Business Disputes ("**CPR Procedure**"). Either Party may initiate a mediation by written notice to the other of the existence of a dispute requiring mediation. The mediator shall be chosen pursuant to the CPR Procedure.

(ii) Mediation shall continue until the mediator, or any Party, declares in writing, no sooner than after the conclusion of one full day of a substantive mediation conference, or after another Party's refusal to attend such a conference, that the dispute cannot be resolved by mediation. In no event, however, shall a mediation continue more than sixty (60) days.

(iii) No Party shall take any action with respect to any dispute to the prejudice of any other Party during the pendency of a mediation. The Parties hereby agree that any period of limitations that would otherwise expire between the initiation of a mediation and its conclusion shall be extended until twenty (20) days after the conclusion of the mediation.

15.1.4 **Arbitration**. Any dispute, claim or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of this Agreement by fraud or otherwise, and further including any such controversy or claim involving the parent company, subsidiaries, or affiliates under common control of any Party, that is not resolved according to the procedures of Sections 15.1.1-15.1.3 will be submitted for resolution to arbitration pursuant to the *Non-Administered Arbitration Rides* then in effect of the International Institute for Conflict Prevention and Resolution ("CPR") (available at http://www.cpradr.org), or successor, except where those rules conflict with these provisions, in which case these provisions control. The arbitration will be held in New York, New York. The Parties hereby agree that any period of limitations that would otherwise expire between the initiation of an arbitration proceeding and its conclusion shall be extended until twenty (20) days after the conclusion of the arbitration.

(a) The panel shall consist of three arbitrators chosen from the CPR Panels of Distinguished Neutrals (unless the parties agree on the selection of the arbitrators) each of whom shall be a lawyer with at least 15 years experience with a law firm or corporate law department of over 25 lawyers or who was a judge of a court of general jurisdiction. In the event the

aggregate damages sought by the claimant are stated to be less than $5 million, and the aggregate damages sought by the counterclaimant are stated to be less than $5 million, and neither side seeks equitable relief, then a single arbitrator shall be chosen, having the same qualifications and experience specified above. Each arbitrator shall be impartial and independent of the parties and shall abide by the *Code of Ethics for Arbitrators in Commercial Disputes* (available at http://www.adr.org/EthicsAndStandards).

(b) In the event the Parties cannot agree upon selection of the arbitrator(s), the CPR will select arbitrator(s) as follows: CPR shall provide the Parties with a list of no less than 25 proposed arbitrators (15 if a single arbitrator is to be selected) having the credentials referenced above. Within 25 days of receiving such list, the Parties shall rank at least 65% of the proposed arbitrators on the initial CPR list, after exercising cause challenges. The Parties may then jointly interview the five candidates (three if a single arbitrator is to be selected) with the highest combined rankings for no more than one hour each and, following the interviews, may exercise one peremptory challenge each. The panel will consist of the remaining three candidates (or one, if one arbitrator is to be selected) with the highest combined rankings. In the event these procedures fail to result in selection of the required number of arbitrators, CPR shall select the appropriate number of arbitrators from among the members of the various CPR Panels of Distinguished Neutrals, allowing each side challenges for cause and one peremptory challenge each.

(c) The Parties agree to cooperate (1) to attempt to select the arbitrator(s) by agreement within 45 days of initiation of the arbitration, including jointly interviewing the final candidates, (2) to meet with the arbitrator(s) within 45 days of selection and (3) to agree at that meeting or before upon procedures for discovery and as to the conduct of the hearing which will result in the hearing being concluded within no more than nine (9) months after selection of the arbitrator(s) and in the award being rendered within 60 days of the conclusion of the hearings, or of any post-hearing briefing, which briefing will be completed by both sides within 45 days after the conclusion of the hearings.

(d) In the event the Parties cannot agree upon procedures for discovery and conduct of the hearing meeting the schedule set forth above, then the arbitrator(s) shall set dates for the hearing, any post-hearing briefing, and the issuance of the award following the schedule as closely as practical. The arbitrator(s) shall provide for discovery according to those time limits, giving recognition to the understanding of the Parties that they contemplate reasonable discovery, including document demands and depositions, but that such discovery will be limited so that the paragraph (c) schedule may be met without difficulty. In no event will the arbitrator(s), absent agreement of the Parties, allow more than a total of ten days for the hearing or permit either side to obtain more than a total of 40 hours of deposition testimony from all witnesses, including both fact and expert witnesses, or serve more than 20 individual requests for documents, including subparts. There shall be no requests for admission or interrogatories. Multiple hearing days will be scheduled consecutively to the greatest extent possible. The arbitrator(s) shall have power to exclude evidence on grounds of hearsay, prejudice beyond its

probative value, redundancy, or irrelevance and no award shall be overturned by reason of any ruling on evidence. A transcript of the testimony adduced at the hearing shall be made and shall, upon request, be made available to either Party.

(e) The arbitrator(s) are expressly empowered to decide dispositive motions in advance of any hearing, including but not limited to motions to dismiss and motions for summary judgment, and shall endeavor to decide such motions as would a Federal District Judge sitting in the jurisdiction whose substantive law governs as set forth in paragraph (f) below.

(f) The arbitrator(s) shall decide the issues presented in accordance with the substantive law of the State of New York and may not apply principles such as "amiable compositeur" or "natural justice and equity." The arbitrator(s) shall render a written opinion stating the reasons upon which the award is based. To the extent possible, the arbitration hearings and award will be maintained in confidence.

(g) In the event the award exceeds $5 million in monetary damages, or grants any form of equitable relief, or rejects a claim in excess of that amount or for equitable relief, then the losing party may obtain review of the arbitrators' award or decision by a single appellate arbitrator (the "Appeal Arbitrator") selected from the CPR Panels of Distinguished Neutrals by agreement or, failing agreement within ten working days, pursuant to the selection procedures specified in paragraph d above. If CPR cannot provide such services, the parties will together select another provider of arbitration services that can. No Appeal Arbitrator shall be selected unless he or she commits to adhering to the time limits

provided in paragraph (h). Any such review must be initiated by written notice to the other party or parties within thirty (30) days following the rendering of the award referenced in this paragraph (g). Such notice will suspend the effect of the award, which will not be considered a final award unless the appeal is subsequently abandoned.

(h) The Appeal Arbitrator will review the award applying the same standards of review that the U.S. Court of Appeals of the Circuit applicable to the jurisdiction whose substantive law governs as set forth in paragraph (f) would apply to a judgment rendered by a district court after a bench trial. The Appeal Arbitrator may modify, vacate or affirm the award, or remand to the arbitrator(s) for further proceedings. The Appeal Arbitrator will consider only the award, pertinent portions of the hearing transcript and evidentiary record as submitted by the Parties, opening and reply briefs of the Party pursuing the review, and the answering brief of the opposing Party, plus a total of no more than four (4) hours of oral argument evenly divided between the Parties. The Party seeking review must submit its opening brief within seventy-five (75) days and any reply brief within one hundred thirty (130) days from the date of the award under review, whereas the opposing Party must submit its responsive brief within one hundred ten (110) days of that date. Oral argument shall take place within five (5) months after the date of the award under review, and the Appeal Arbitrator shall render a decision within forty-five (45) days following oral argument. The decision of the Appeal Arbitrator will be considered the final award in the arbitration and will not be subject to further review, except pursuant to the Federal Arbitration Act.

(i) The Parties consent to the jurisdiction of the Federal District Court for the district in which the arbitration is held for the enforcement of these provisions and the entry of judgment on any award rendered hereunder (including after review by the Appeal Arbitrator where such an appeal is pursued). Should such court for any reason lack jurisdiction, any court with jurisdiction may act in the same fashion.

(j) Each Party has the right before or, if the arbitrator(s) cannot hear the matter within an acceptable period, during the arbitration to seek and obtain from the appropriate court provisional remedies such as attachment, preliminary injunction, replevin, etc. to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the arbitration.

(k) EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.

(l) (i) EACH PARTY HERETO WAIVES ANY CLAIM TO PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES FROM THE OTHER, except that the arbitrator(s) shall have the power to award any relief provided by governing statute, (ii) EACH PARTY HERETO WAIVES ANY CLAIM OF CONSEQUENTIAL DAMAGES FROM THE OTHER, and (iii) EACH PARTY HERETO WAIVES ANY CLAIM FOR ATTORNEYS' FEES AND COSTS AND PREJUDGMENT INTEREST FROM THE OTHER, except in each case of (i), (ii) and (iii), the foregoing limitation will not apply with respect to indemnity for Third Party Claims as provided in Sections 13.1 and 13.2.

15.2 Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, either Party will have the right to seek temporary or permanent injunctive relief in any court of competent jurisdiction as may be available to such Party under the laws and rules applicable in such jurisdiction with respect to any matters arising out of the other Party's performance of its obligations under this Agreement.

15.3 Governing Law. Resolution of all disputes arising out of or related to this Agreement or the performance, enforcement, breach or termination of this Agreement and any remedies relating thereto, shall be governed by and construed under the substantive laws of the State of New York, without regard to conflicts of law rules.

15.4 Insurance. Each Party shall procure and maintain at all times during the Term of this Agreement, at its own expense, insurance as specified in Exhibit C. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under ARTICLE 13. Each Party shall provide the other with written evidence of such insurance upon request. Each Party shall provide the other with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance.

15.5 Entire Agreement; **Amendment**. This Agreement, including, but not limited to, the Exhibits attached hereto (each of which is hereby incorporated herein by reference), sets

forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties hereto and supersedes and terminates all prior agreements and understandings between the Parties. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, with respect to the subject matter hereof, between the Parties other than as are set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party.

15.6 Force Majeure. Neither Party shall be liable to the other for any failure or delay in the fulfillment of its obligations under this Agreement (other than the payment of monies due and owing to a Party under this Agreement), when any such failure or delay is caused by fire, flood, earthquakes, explosions, sabotage, strikes, lockouts, lack of adequate raw materials, insurrections, civil commotions, riots, invasions, wars, acts of war (whether war be declared or not), peril of the sea, acts, restraints, requisitions, regulations or directions of, or omissions or delays in acting by, Governmental Authorities, acts of God, or any similar cause beyond the reasonable control of the performing Party (each, a "**Force Majeure Event**"). In the event that either Party is prevented from discharging its obligations under this Agreement on account of a Force Majeure Event, the performing Party will notify the other Party forthwith, and will nevertheless make every endeavor, in the utmost good faith, to discharge its obligations, even if in a partial or compromised manner. Notwithstanding the foregoing, in the event that JBI is unable to cure any failure to fulfill its obligations under this Agreement due to Force Majeure Event within ninety (90) days of the notice of such failure, then Scholar Rock shall, at its discretion, have the ability to terminate this Agreement.

15.7 Notices. All notices or other communications that are required or permitted under this Agreement will be in writing and delivered personally, sent by internationally-recognized overnight courier to the addresses below. Any such communication will be deemed to have been given (a) when delivered, if personally delivered, and (b) on the second Business Day after dispatch, if sent by internationally-recognized overnight courier. Unless otherwise specified in writing, the mailing addresses of the Parties shall be as described below.

For JBI:	President Janssen Biotech, Inc. 800/850 Ridgeview Drive Horsham, PA 19044 Phone:215-325-5170
with a copy to:	Vice-President, Patent Law Janssen Biotech, Inc. 1400 McKean Road Spring House, PA 19477

For Scholar Rock: Scholar Rock, Inc.
Attention: President
300 Third St., 4th Floor
Cambridge, MA 02142

15.8 Independent Contractors. In making and performing this Agreement, JBI and Scholar Rock shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied for any purpose to create an agency, partnership, limited partnership, joint venture or employer and employee relationship between JBI and Scholar Rock and this Agreement shall not be construed to suggest otherwise. At no time shall one Party make commitments or incur any charges or expenses for or in the name of the other Party. Except as otherwise provided in this Agreement, each Party shall be solely responsible for its own costs and expenses associated with this Agreement.

15.9 Assignment.

15.9.1 In general. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party; provided that, either Party may make such an assignment, without the other Party's consent, to an Affiliate or to a successor to all or substantially all of the assets or business of such Party to which this Agreement relates, whether in a merger, sale of stock, sale of assets, reorganization or other transaction. Any permitted assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 15.9.1 shall be null and void.

15.9.2 Securitization. Notwithstanding anything to the contrary in Section 15.9.1 or elsewhere in this Agreement, Scholar Rock may assign its rights to any Third Party to receive royalties under Section 8.3 (a "Securitization"), and Scholar Rock may disclose Confidential Information to a Third Party in connection with a Securitization to the extent reasonably necessary to enable the Third Party to evaluate the Securitization opportunity and to allow such Party to exercise its rights under this Section 15.9.2 (provided that such Third Party shall be subject pursuant to a written agreement to obligations of confidentiality and non-use with respect to such Confidential Information substantially similar to the obligations of confidentiality and non-use of Scholar Rock pursuant to ARTICLE 10 hereof). Any additional assignment of rights related to a Securitization shall be subject to a further written agreement between the Parties.

15.10 Consequences of Scholar Rock Industry Transaction.

15.10.1 [***].

15.10.2 [***].

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

15.11 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile or "PDF" transmission shall be deemed to be original signatures.

15.12 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

15.13 Third Party Beneficiaries. The agreements, covenants and representations contained herein are for the benefit of the Parties only and are not for the benefit of any Third Parties.

15.14 Performance by Affiliates. Subject to the terms and conditions of this Agreement, either Party may perform any obligation and exercise any right under this Agreement through any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement, and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement shall be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

15.15 Severability. If any one or more of the provisions of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any 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 the Parties when entering this Agreement may be realized.

15.16 Certain Conventions. Any reference in this Agreement to an Article, subarticles, Section, paragraph, clause or Exhibit shall be deemed to be a reference to an Article, subarticles, Section, paragraph, clause or Exhibit, of or to, as the case may be, this Agreement, unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender; (b) words such as "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear; (c) words using the singular shall include the plural, and vice versa; (d) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "but not limited to," "without limitation," "inter alia" or words of similar import, and the words "exclude," "excludes" and "excluding" shall be deemed to be followed by the phrase "but not limited to," "without limitation," "inter alia" or words of similar import; (e) the phrase "unreasonably withheld" or words of similar import, when used in connection with the right of a Party to consent or approve an action, shall mean that such consent or approval shall not be unreasonably withheld, refused, conditioned or delayed; and (f) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the

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then-current amendments thereto or any replacement law, rule or regulation thereof. Whenever this Agreement refers to a number of days, unless otherwise specified, such number shall refer to calendar days.

15.17 Headings. The headings for each article and section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.

15.18 No Waiver; **Remedies**. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period

of time. The exercise of any right or remedy does not constitute the exclusive election, or prevent the exercise of any or all other rights or remedies, all rights and remedies being cumulative.

15.19 Drafting Responsibility. This Agreement has been fully and freely negotiated by the Parties hereto, shall be considered as having been drafted jointly by the Parties hereto, and shall be interpreted and construed as if so drafted, without construction in favor of or against any Party on account of its participation in the drafting hereof.

15.20 Anti-Corruption. Neither Party shall perform any actions that are prohibited by local and other anti-corruption laws (including the U.S. Foreign Corrupt Practices Act, collectively "**Anti-Corruption Laws**") that may be applicable to one or both Parties to this Agreement. Without limiting the foregoing, neither Party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other Third Party related to the activities under this Agreement in a manner that would violate Anti-Corruption Laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Option and License Agreement by their proper officers as of the Effective Date.

Janssen Biotech, Inc.		**Scholar Rock, Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

EXHIBIT LIST

A - SCHOLAR ROCK PATENTS

B - PROGRAM PLAN

C - INSURANCE

D - NME CRITERIA

E - J&J UNIVERSAL CALENDAR

F - PRESS RELEASE

G - COLLABORATION MOLECULES AFFINITY & SELECTIVITY PARAMETERS

H - [***] **CONSTRUCTS**

I-ADDITIONAL LICENSE TERMS FOR CMCC IN-LICENSED PATENTS

Exhibit A

Scholar Rock Patents

Docket No.:	Country	Owner	Title	Filing Date	Application No.:
[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]
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Exhibit B

Program Plan

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Exhibit C

Insurance

Insurance Requirements

A. For JBI and Scholar Rock:

Each Party shall maintain insurance coverage consistent with normal business practices and adequate to cover the risks associated with its performance of any activities under the Agreement.

B. For JBI:

JBI will maintain insurance (or self-insurance) in an amount consistent with industry standards. At a minimum, such insurance (or self-insurance) shall include (i) commercial general liability insurance in amounts not less than $2,000,000 per occurrence and $2,000,000 annual aggregate and (ii) product liability insurance in amounts not less than $2,000,000 per occurrence and $2,000,000 annual aggregate.

C For Scholar Rock:

1. Commercial General Liability and Umbrella Liability

Coverage on a Commercial General Liability Occurrence Coverage Form (or equivalent) including coverage for completed operations and contractual liability with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Umbrella Liability with a limit of liability no less than $5,000,000 each occurrence. Scholar Rock will obtain product liability coverage at such time as Scholar Rock or any of its Affiliates starts its first human clinical trial.

Each of the above coverages shall include worldwide coverage including coverage for USA jurisdiction claims and occurrences. Scholar Rock's policy shall include JBI and its Affiliates, and their directors, officers and employees, as Additional Insureds.

2. Workers' Compensation

Coverage on a Workers' Compensation Form (or equivalent) in accordance with applicable law, covering all employees who are to provide services in connection with the Agreement. Scholar Rock shall also maintain Employers' Liability coverage, including alternate employer endorsement in favor of JBI, with limits of not less than the following:

Bodily Injury by Accident	$500,000 Each Accident
Bodily Injury by Disease	$500,000 Each Employee
Bodily Injury by Disease	$500,000 Policy Limit

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3. Professional Liability/Errors & Omissions

Prior to April 2014, Scholar Rock will obtain coverage on a Professional Liability Form and/or Errors & Omissions (or equivalent) for the Term and for a period of at least three (3) years after termination.

4. Miscellaneous

(a) Scholar Rock's policies for each of the coverages set forth above shall specifically waive any rights of subrogation against JBI and its Affiliates, and their directors, officers and employees.

(b) Scholar Rock shall supply JBI with the above proof of insurance and forms, including any endorsements, as required upon the signing of this Agreement, but JBI's failure to demand such proof or forms shall not waive JBI's and/or JBI's Affiliates' rights to such coverage as specified herein.

(c) All insurance companies for each of the coverages set forth above must be rated A or better with a financial rating of VII or better in the most recent A. M. Best's Rating Guide.

(d) All insurance policies for each of the coverages set forth above for Scholar Rock shall provide for thirty days (30) days' prior written notice to JBI of any cancellation, nonrenewal or material change of coverage.

(e) All Scholar Rock insurance will be primary with no right of contribution by JBI, its Affiliates, or their respective insurers. Scholar Rock will be solely and fully responsible for any deductibles or self-insured retentions under any required coverage. Scholar Rock will remain liable for any insurance obligation not satisfied; however, this requirement will in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement.

D. JBI acknowledges and agrees that Scholar Rock may satisfy any of its insurance requirements pursuant to Section B as an additional insured under its parent Scholar Rock, LLC's policies, where such policies satisfy the coverage and limits specified in such Section B.

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Exhibit D

[***]

Exhibit E

J& J Universal Calendar

Johnson & Johnson 2013 Accounting Calendar

Accounting Period		Weeks		2013	
		Month	YTD	Open	Close
1	January	4	4	31-Dec-12	27-Jan-13
2	February	4	8	28-Jan-13	24-Feb-13
3	March	5	13	25-Feb-13	31-Mar-13
4	April	4	17	1-Apr-13	28-Apr-13
5	May	4	21	29-Apr-13	26-May-13
6	June	5	26	27-May-13	30-Jun-13
7	July	4	30	1-Jul-13	28-Jul-13
8	August	4	34	29-Jul-13	25-Aug-13
9	September	5	39	26-Aug-13	29-Sep-13
10	October	4	43	30-Sep-13	27-Oct-13
11	November	4	47	28-Oct-13	24-Nov-13
12	December	5	52	25-Nov-13	29-Dec-13

Johnson & Johnson 2014 Accounting Calendar

Accounting Period		Weeks		2014	
		Month	YTD	Open	Close
1	January	4	4	30-Dec-13	26-Jan-14
2	February	4	8	27-Jan-14	23-Feb-14
3	March	5	13	24-Feb-14	30-Mar-14
4	April	4	17	31-Mar-14	27-Apr-14

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5	May	4	21	28-Apr-14	25-May-14
6	June	5	26	26-May-14	29-Jun-14
7	July	4	30	30-Jun-14	27-Jul-14
8	August	4	34	28-Jul-14	24-Aug-14
9	September	5	39	25-Aug-14	28-Sep-14
10	October	4	43	29-Sep-14	26-Oct-14
11	November	4	47	27-Oct-14	23-Nov-14
12	December	5	52	24-Nov-14	28-Dec-14

[***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 406 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

Exhibit F

Press Release

Scholar Rock Announces Collaboration with Johnson & Johnson Innovation to Discover and Develop Novel Biologies for the Treatment of Autoimmune Diseases and Cancer

Company's first drug discovery partnership to target growth factor signaling in the immune system microenvironment with proprietary niche activators

CAMBRIDGE, MASS. January 8, 2014—Scholar Rock, LLC, announced today that it has signed a research collaboration with Johnson & Johnson Innovation and its affiliate Janssen Biotech, Inc. to discover and develop novel biologic therapeutics that regulate signaling in the immune system by targeting the growth factor, TGF-beta 1.

"We are delighted to collaborate with Johnson & Johnson Innovation and Janssen Biotech to discover and develop novel biologies that target growth factor signaling in the immune system microenvironment, with the potential to have therapeutic effects specifically at the source of disease," said Nagesh Mahanthappa, PhD, Chief Executive Officer of Scholar Rock. "Although TGF-beta 1 has been actively pursued as a drug target, most current approaches encounter challenges in triggering systemic effects. Our technology is designed to take a new approach by targeting TGF-beta 1 niche activators locally."

The research collaboration will focus on the discovery and development of novel biologies, called niche activators, to target TGF-beta 1 in the immune system microenvironment and offer a potential new therapeutic approach for autoimmune diseases and cancer immunotherapies. Immunologists from the Johnson & Johnson Innovation Center and Janssen Biotech will work with Scholar Rock to therapeutically target the TGF-beta 1 activation mechanism by applying Scholar Rock's proprietary technology platform. This platform builds upon the recent discoveries of Scholar Rock co-founder, Dr. Timothy A. Springer, that have elucidated molecular mechanisms of growth factor activation in tissue microenvironments.

"We envision development of niche activators as a broad class of therapeutics with novel mechanisms of action," said Timothy A. Springer, PhD, co-founder of Scholar Rock and Latham Family Professor at Harvard Medical School and Professor of Medicine at Children's Hospital Boston. "This collaboration exploits new understanding of growth factor biology in the microenvironment in order to create novel therapeutics with the potential to maximize action at the site of disease, and offer a new approach for debilitating diseases with limited treatment options."

Under the agreement, Janssen Biotech, Inc. obtains a worldwide exclusive option to license, develop and commercialize biologic therapeutics resulting from the alliance with Scholar Rock. Scholar Rock will receive research support, and is eligible to receive option payments, preclinical,

clinical and regulatory milestone payments. Scholar Rock may also receive royalties and commercial milestones on product sales for each product advanced.

About Niche Activators of Growth Factors

Scholar Rock's therapeutics are designed to target niche activators of protein growth factors that are uniquely present in the microenvironment of specific types of cells and tissues. Niche activators are able to result in highly specific therapeutic effects for growth factor regulation at the site of disease, which is distinct from traditional approaches that systemically target a growth factor and shut down its harmful function in disease but can also cause side effects on normal functions that depend on the same growth factor. Protein growth factors have been widely recognized as disease targets because of their fundamental roles in regulating cell growth and differentiation, but recent discoveries deepen the understanding of activation mechanisms in the extracellular and cell surface microenvironments that enable improved therapeutic strategies.

About Scholar Rock

Scholar Rock is a biotechnology company discovering and developing a new class of biologic therapies, called niche activators, to target disease-causing proteins in the microenvironment, resulting in therapeutic effects specifically at the source of disease. The company's proprietary technology has a unique capability for designing niche activators to be highly selective in targeting protein growth factors and open up a new therapeutic approach to address challenging diseases. Scholar Rock's founders and scientific advisors are leaders in elucidating new insights related to molecular mechanisms of growth factor signaling. The company's niche activators have a wide range of disease applications including autoimmune diseases, fibrosis, and diseases of musculoskeletal systems.

Exhibit G

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Exhibit H

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Exhibit I

Additional License Terms for CMCC In-Licensed Patents

JBI's license and other rights under the Agreement to the CMCC In-Licensed Patents are subject to the additional terms and conditions set forth below.

1. Reserved Rights.

   a. As modified by the Letter Agreement between CMCC, Scholar Rock and JBI, on or about the date of the Agreement, CMCC retains a royalty-free, nonexclusive, right to practice and/or use the CMCC In-Licensed Patents for research, educational, clinical and/or charitable purposes, but no commercial purposes, and, for the avoidance of doubt, receipt of payment by CMCC for such clinical use shall not be deemed a commercial use. CMCC has the right to license for a nominal fee (such as shipping and handling charges) the CMCC In-Licensed Patents to other academic or nonprofit research organizations to practice and/or use the CMCC In-Licensed Patents for research (excluding sponsored research), teaching and educational purposes only. Any such license granted by CMCC shall specifically exclude and prohibit commercialization of the CMCC In-Licensed Patents unless such organization enters into an agreement with Scholar Rock on terms consistent with the In-License Agreement, but in other respects agreeable to Scholar Rock in Scholar Rock's sole discretion, (see §II(B))

   b. Nothing in the In-License Agreement shall be construed to limit or constrain CMCC, or any officer, director, employee, member of its medical staff, or of any CMCC Affiliate (as defined in the In-License Agreement), from continuing to engage in related research; or from the development of related or unrelated inventions, discoveries, rights or technology, and from practicing, licensing or sublicensing related or unrelated intellectual property rights arising from inventions occurring after the effective date of the In-License Agreement; or from academic publication related thereto; or from entering into agreements and other relationships with other persons or organizations related to matters not directly and expressly within the scope of the In-License Agreement, (see §IT(E))

2. Prosecution, Defense and Enforcement Rights. JBI's rights to prepare, file, prosecute and/or maintain under Section 11.3, to defend under Section 11.5, and to enforce under Section 11.6.1(b), the CMCC In-Licensed Patents are subject to the terms of such Sections and the terms of Article VII and Article VIII of the In-License Agreement.

3. Indemnification. (see §IX(A), (B), (D))

   (a) JBI shall indemnify, defend and hold harmless CMCC, its corporate affiliates, current or future directors, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns (collectively, the "CMCC Indemnitees"), against any claim, liability, cost, damage, deficiency, loss,

expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the CMCC Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of any theory of product liability (including, but not limited to, actions in the form of tort, warranty, or strict liability) concerning any product, process or service made, used or sold pursuant to any right or license granted to the CMCC In-Licensed Patents under the Agreement. JBI's indemnification hereunder shall not apply to any liability, damage, loss or expense to the extent that it is directly attributable to the negligent activities, reckless misconduct or intentional misconduct of the CMCC Indemnitees.

   (b) JBI agrees, at its own expense, to provide attorneys reasonably acceptable to CMCC to defend against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.

4. Insurance. (see §IX(E)-(G))

   (a) Without limiting the generality of JBI's obligations under Section 15.4 (Insurance) of the Agreement, JBI shall, at its sole cost and expense, procure and maintain commercial general liability insurance in amounts not less than $2,000,000 per occurrence and $2,000,000 annual aggregate and naming the CMCC Indemnitees as additional insureds. JBI shall also procure and maintain, at its sole cost and expense, product liability insurance in amounts not less than $2,000,000 per occurrence and $2,000,000 annual aggregate. The minimum amount of insurance coverage required hereunder shall not be construed to create a limit of JBI's liability with respect to its indemnification obligations as specified in Paragraph 3 of this Exhibit I.

   (b) JBI shall provide CMCC with written evidence of such insurance upon written request of CMCC. JBI shall provide CMCC with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance. If JBI does not obtain replacement insurance providing comparable coverage within such fifteen (15) day period, CMCC shall have the right to terminate JBI's license to the CMCC In-Licensed Patents under the license grant of Section 2.1.1 of the Agreement effective at the end of such fifteen (15) day period without notice of any additional waiting periods.

5. Compliance with Laws; Export Controls. JBI shall comply with all applicable laws and regulations, including, without limitation, statutes and regulations affecting drug testing, development, marketing and distribution; laws and implementing regulations of the Department of Commerce governing intellectual property in federally-funded inventions; and Export Administration Regulations of the United States Department of Commerce issued pursuant to the Export Administration Act of 1979 (50 App. U.S.C. §2401 et. seq.). JBI understands and acknowledges that transfer of certain technical data, computer software, laboratory prototypes and other commodities is subject to United States laws and regulations

controlling their export, some of which prohibit or require a license for the export of certain types of technical data, to certain specified countries. JBI further acknowledges and agrees that CMCC neither represents that a license shall not be required, nor that if required, it shall be issued. JBI shall comply with all United States laws and regulations, and any applicable similar laws and regulations of any other country, controlling the export of commodities and

technical data, that it shall be solely responsible for any violation of such by its Affiliates and/or Sublicensees, and, subject to Paragraph 3 of this Exhibit I. that it shall defend and hold CMCC, its affiliates and their officers, directors, employees, agents, and medical staff harmless in the event of any legal action of any nature occasioned by such violation, and any action by any governmental agency or authority, or any other party, relating to any asserted illegality or regulatory violation in the development, production, approval, marketing, sale, storage, manufacture, distribution, export or commercialization of Licensed Products, (see §XI (A))

6. Non-Use of Names; No Endorsement. JBI acknowledges and agrees that it shall not use the names, logos or trademarks of CMCC or any of its affiliates, nor the name or photograph or other depiction of any employee or member of the staff or student of CMCC or such affiliates, nor any adaptation of any of the foregoing, in any advertising, promotional, or sales literature without, in each case, prior written consent from CMCC and from the individual staff member, employee, or student if such individual's name, photograph or depiction is used. Notwithstanding the foregoing, JBI may state that it is licensed by CMCC under one or more of the CMCC In-Licensed Patents, and JBI may comply with disclosure requirements of all applicable laws relating to its business, including United States and state security laws. In addition, JBI may refer to publications by employees of CMCC in the scientific literature, (see §XII)

7. Third Party Beneficiary. JBI acknowledges and agrees that CMCC is not a party to this Agreement and has no liability to JBI or any of its Affiliates or Sublicensees, but CMCC is an intended third-party beneficiary of this Agreement and certain of its provisions are for the benefit of CMCC and are enforceable by CMCC in its own name. (see §XVII (D))

AMENDMENT #1

This Amendment # 1 ("Amendment"), dated as of December 15, 2015 (the "Amendment Effective Date"), is entered into by and between Scholar Rock, Inc., a Delaware corporation ("Scholar Rock") with a principal place of business at 620 Memorial Drive, Cambridge, MA 02139, and Janssen Biotech, Inc. ("Janssen"), a Pennsylvania corporation with a principal place of business at 800/850 Ridgeview Drive, Horsham, PA 19044 to amend the Agreement (as defined below). Scholar Rock and Janssen together shall be referred to as the "Parties." All capitalized terms used in the Amendment shall have the same meaning as defined in the Agreement.

WHEREAS, the Parties entered into an Option and License Agreement effective as of December 17, 2013 (the "Agreement").

WHEREAS, the Agreement provided for the research and development in accordance with a Program Plan to identify Collaboration Molecules with both an R/A Pharmacological Profile and an S/I Pharmacological Profile, as defined in the Agreement.

WHEREAS, the Collaboration Term of the Agreement for both pharmacological profiles will expire on December 17, 2015, unless terminated earlier in Accordance with the Agreement.

WHEREAS, the Parties would like to extend the Collaboration Term to allow for performance of a revised Program Plan for only the R/A Pharmacological Profile until March 31, 2016 (the "Extended R/A Collaboration Term").

NOW, THEREFORE, in consideration for the foregoing premises and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:

1. The Collaboration Term for only the R/A Pharmacological Profile shall be extended until the earlier of: (i) March 31, 2016, or (ii) such date as JBI has exercised its License Option for Collaboration Molecules with the R/A Pharmacological Profile. All terms in the Agreement applicable to the R/A Pharmacological Profile shall continue to be effective during the Extended R/A Collaboration Term.

2. The revised Program Plan is attached as Exhibit A. Scholar Rock shall conduct the revised Program Plan in Exhibit A during the Extended R/A Collaboration Term in accordance with the procedures and standards described in the Agreement.

3. The cost of the revised Program Plan is attached as Exhibit B. Janssen shall pay up to [***]. Scholar Rock shall provide JBI with an invoice of the prior Universal Quarter's external costs and FTE usage including reasonably detailed itemization which shall be due and payable within sixty (60) days after receipt thereof in accordance with Section 9.1.2.

For clarity, the Extended R/A Collaboration Term does not extend the Collaboration Term for the S/I Pharmacological Profile. The Collaboration Term, the Option Period, and all terms and conditions of the Agreement with respect to the S/I Pharmacological Profile shall continue to expire on December 17, 2015, unless earlier terminated in accordance with the Agreement or extended by a separate extension that is mutually agreed in writing.

Except as described in this Amendment, no other terms or conditions of the Agreement are modified.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as the Amendment Effective Date.

Scholar Rock, Inc.		**Janssen Biotech, Inc.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

EXHIBIT A

(Following 2 pages)

[***]

Exhibit B

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620 MEMORIAL DRIVE
CAMBRIDGE, MASSACHUSETTS

LEASE SUMMARY SHEET

Execution Date:	March 5, 2015
Tenant:	Scholar Rock, Inc., a Delaware corporation
Tenant's Mailing Address Prior to Occupancy:	300 Third Street, 4th Floor Cambridge, MA 02142
Landlord:	620 Memorial Leasehold LLC, a Massachusetts limited liability company
Building:	620 Memorial Drive, Cambridge, Massachusetts. The Building consists of approximately 89,443 rentable square feet. The land on which the Building is located (the "**Land**") is more particularly described in Exhibit 2 attached hereto and made a part hereof (the Land, together with the Building, are hereinafter collectively referred to as the "**Property**").
Premises:	Approximately 11,833 rentable square feet of space on the second (2nd) floor of the Building, as more particularly shown as hatched, highlighted or outlined on the plan attached hereto as Exhibit 1 and made a part hereof (the "**Lease Plan**").
Term Commencement Date:	Subject to Section 3.3(a), the date on which the Premises are delivered to Tenant with Landlord's Work Substantially Complete (hereinafter defined) and otherwise in the condition required by Section 3.1 below. Targeted to occur on or about August 25, 2015.
Rent Commencement Date:	Two (2) months after the Term Commencement Date.
Expiration Date:	The last day of the fifth (5) Rent Year (hereinafter defined)
Extension Term:	Subject to Section 1.2 below, one (1) extension term of three (3) years
Permitted Uses:	Subject to Legal Requirements, general office, research, development and laboratory use, and other ancillary uses related to the foregoing (all in proportions consistent with the design of the base Building).

Base Rent:

RENT YEAR(1)	ANNUAL BASE RENT	MONTHLY RENT
1	$ 615,316.00	$ 51,276.33
2	$ 633,775.48	$ 52,814.62
3	$ 652,788.74	$ 54,399.06
4	$ 672,372.41	$ 56,031.03
5	$ 692,543.58	$ 57,711.96

Operating Costs and Taxes:	See Sections 5.2 and 5.3
Tenant's Share:	A fraction, the numerator of which is the number of rentable square feet in the Premises and the denominator of which is the number of rentable square feet in the Building. As of the Execution Date, Tenant's Share is 13.23%.
Tenant's Tax Share:	A fraction, the numerator of which is the number of rentable square feet in the Premises and the denominator of which is the number of rentable square feet in the Building recognized by the City of Cambridge as being used for purposes which are not exempt from real estate taxation as of the date on which the assessment is made for the tax year in question. As of the Execution Date, Tenant's Tax Share is 13.23%.
Security Deposit/ Letter of Credit:	Subject to Section 7.1, $205,105.32
Landlord's Contribution:	Subject to Section 3.4, Six Hundred Fifty Thousand Eight Hundred Fifteen Dollars ($650,815.00)

EXHIBIT 1 LEASE PLAN
EXHIBIT 2 LEGAL DESCRIPTION
EXHIBIT 3 LANDLORD'S WORK

(1) For the purposes of this Lease, the first "**Rent Year**" shall be defined as the period commencing as of the Rent Commencement Date and ending on the last day of the twelfth full month after the Rent Commencement Date occurs; provided, however, if the Rent Commencement Date occurs on the first day of a calendar month, then the first "Rent Year" shall end on the day immediately preceding the first anniversary of the Rent Commencement Date. Thereafter, "Rent Year" shall be defined as any subsequent twelve (12) month period during the Term of this Lease.

EXHIBIT 4 FORM OF LETTER OF CREDIT
EXHIBIT 5 ALTERATIONS CHECKLIST
EXHIBIT 6 TENANT'S HAZARDOUS MATERIALS
EXHIBIT 7 RULES AND REGULATIONS
EXHIBIT 8 LANDLORD'S SERVICES
EXHIBIT 9 FORM OF RNDA

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THIS INDENTURE OF LEASE (this "**Lease**") is hereby made and entered into on the Execution Date by and between Landlord and Tenant.

This Lease and all of its terms, covenants, representations, warranties, agreements and conditions are in all respects subject and subordinate to that certain Master Lease Agreement dated as of May 15, 2014 by and between MIT 620 Memorial LLC ("**Fee Owner**"), as landlord, and Landlord, as tenant (as it may be amended from time to time, the "**Ground Lease**"), a redacted copy of which has been delivered to Tenant. Tenant acknowledges notice and full knowledge of all of the terms, covenants and conditions of the Ground Lease.

Each reference in this Lease to any of the terms and titles contained in any Exhibit attached to this Lease shall be deemed and construed to incorporate the data stated under that term or title in such Exhibit. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Lease Summary Sheet which is attached hereto and incorporated herein by reference.

1. LEASE GRANT; TERM; APPURTENANT RIGHTS; EXCLUSIONS.

1.1 Lease Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises upon and subject to terms and conditions of this Lease, for a term of years commencing on the Term Commencement Date and, unless earlier terminated pursuant to the terms hereof, ending on the Expiration Date (the "**Initial Term**": the Initial Term and any duly exercised Extension Terms are hereinafter collectively referred to as the "**Term**").

1.2 Extension Term.

(a) Provided (i) Tenant, an Affiliated Entity (hereinafter defined) and/or a Successor (hereinafter defined) is/are then occupying at least seventy-five percent (75%) of the Premises on the date of the Extension Notice (hereinafter defined); and (ii) there is no Event of Default (1) as of the date of the Extension Notice (hereinafter defined), and (2) at the commencement of the Extension Term (hereinafter defined), Tenant shall have the option to extend the Term for one (1) additional term of three (3) years (the "**Extension Term**"), commencing as of the expiration of the Initial Term. Tenant must exercise such option to extend by giving Landlord written notice (the "**Extension Notice**") on or before the date that is nine (9) months prior to the expiration of the then-current term of this Lease, *time being of the essence.* Notwithstanding the foregoing, Landlord may nullify Tenant's exercise of its option to extend the Term by written notice to Tenant (the "**Nullification Notice**") if (A) on the date Landlord receives the applicable Extension Notice, an event then exists which, with the passage of time and/or the giving of notice, would constitute an Event of Default hereunder and (B) Tenant fails to cure the default described in the Nullification Notice within the applicable cure period set forth in Section 20.1 after receipt of the Nullification Notice (Landlord hereby agreeing to acknowledge in writing if Tenant does cure such default within such applicable cure period, in which event the Nullification Notice will be of no force and effect). Upon the timely giving of the Extension Notice, the Term shall be deemed extended upon all of the terms and conditions of this Lease, except that Base Rent during the Extension Term shall be calculated in accordance with this Section 1.2, Landlord shall have no obligation to construct or renovate the Premises and Tenant shall have no further right to extend the Term. If Tenant fails to timely

give the Extension Notice, as aforesaid, Tenant shall have no further right to extend the Term. Notwithstanding the fact that Tenant's proper and timely exercise of such option to extend the Term shall be self executing, the parties shall promptly execute a lease amendment reflecting such Extension Term after Tenant exercises such option. The execution of such lease amendment shall not be deemed to waive any of the conditions to Tenant's exercise of its rights under this Section 1.2.

(b) The Base Rent during the Extension Term (the "**Extension Term Base Rent**") shall be determined in accordance with the process described hereafter. Extension Term Base Rent shall be the greater of (i) Base Rent for the last Rent Year of the prior term, or (ii) the fair market rental value of the Premises then demised to Tenant as of the commencement of the Extension Term as determined in accordance with the process described below, for renewals of first-class combination laboratory and office space in the East Cambridge/Cambridgeport area of equivalent quality, size, utility and location, with the length of the Extension Term and the credit standing of Tenant to be taken into account. Within thirty (30) days after receipt of the Extension Notice, Landlord shall deliver to Tenant written notice of its determination of the Extension Term Base Rent for the Extension Term. Tenant shall, within thirty (30) days after receipt of such notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Extension Term Base Rent ("**Tenant's Response Notice**"). If Tenant fails timely to deliver Tenant's Response Notice, Landlord's determination of the Extension Term Base Rent shall be binding on Tenant.

(c) If and only if Tenant's Response Notice is timely delivered to Landlord and indicates both that Tenant rejects Landlord's determination of the Extension Term Base Rent and desires to submit the matter to arbitration, then the Extension Term Base Rent shall be determined in accordance with the procedure set forth in this Section 1.2(c). In such event, within ten (10) days after receipt by Landlord of Tenant's Response Notice indicating Tenant's desire to submit the determination of the Extension Term Base Rent to arbitration, Tenant and Landlord shall each notify the other, in writing, of their respective selections of an appraiser (respectively, "**Landlord's Appraiser**" and "**Tenant's Appraiser**"). Landlord's Appraiser and Tenant's Appraiser shall then jointly select a third appraiser (the "**Third Appraiser**") within ten (10) days of their appointment. All of the appraisers selected shall be individuals with at least five (5) consecutive years' commercial appraisal experience in the area in which the Premises are located, shall be members of the Appraisal Institute (M.A.I.), and, in the case of the Third Appraiser, shall not have acted in any capacity for either Landlord or Tenant within five (5) years of his or her selection. The three appraisers shall determine the Extension Term Base Rent in accordance with the requirements and criteria set forth in Section 1.2(b) above, employing the method commonly known as *Baseball Arbitration*, whereby Landlord's Appraiser and Tenant's Appraiser each sets forth its determination of the Extension Term Base Rent as defined above, and the Third Appraiser must select one or the other (it being understood that the Third Appraiser shall be expressly prohibited from selecting a compromise figure). Landlord's Appraiser and Tenant's Appraiser shall deliver their determinations of the Extension Term Base Rent to the Third Appraiser within five (5) days of the appointment of the Third Appraiser and the Third Appraiser shall render his or her decision within ten (10) days after receipt of both of the other two determinations of the Extension Term Base Rent. The Third Appraiser's decision shall be binding on both Landlord and Tenant. Each party shall bear the cost of its own appraiser and shall share equally in the cost of the Third Appraiser.

1.3 Notice of Lease. Neither party shall record this Lease, but each of the parties hereto agrees to join in the execution, in recordable form, of a statutory notice of lease and/or written declaration in which shall be stated the Term Commencement Date, the number and length of the Extension Terms and the Expiration Date, which notice of lease may be recorded by Tenant with the Middlesex South Registry of Deeds and/or filed with the Registry District of the Land Court, as appropriate (collectively, the "**Registry**") at Tenant's sole cost

and expense. If a notice of lease was previously recorded with the Registry, upon the expiration or earlier termination of this Lease, Landlord shall deliver to Tenant a notice of termination of lease and Tenant shall, within thirty (30) days of receipt thereof, execute and deliver the same to Landlord for Landlord's execution and recordation with the Registry.

1.4 Appurtenant Rights.

(a) Common Areas. Subject to the terms of this Lease and the Rules and Regulations (hereinafter defined), Tenant shall have, as appurtenant to the Premises, rights to use in common with others entitled thereto, the areas designated from time to time for the common use of Tenant and other tenants of the Property (such areas are hereinafter referred to as the "**Common Areas**"). As of the Execution Date, the Common Areas include: (i) the common lobbies, elevators (passenger and freight), loading docks, hallways and stairways of the Building serving the Premises, (ii) common walkways necessary for access to the Building and on-site areas for bicycle parking, (iii) if the Premises include less than the entire rentable area of any floor, the common toilets and other common facilities of such floor; (iv) common shower facilities in the Building; (v) common conference room, gathering areas and kitchenette in the Building; and (vi) other areas designated by Landlord from time to time for the common use of Tenant and other tenants of the Building; and no other appurtenant rights or easements. Landlord shall not change the Common Areas in a way as to materially alter or materially diminish the aggregate quality or utility thereof.

(b) Parking. During the Term, commencing on the Term Commencement Date, Landlord shall, subject to the terms hereof, make available twelve (12) parking spaces for Tenant's use in the parking areas serving the Building (which are, subject to the last sentence of this Section 1.4(b), located in the surface lot in front of the Building). The number of parking spaces in the parking areas reserved for Tenant, as modified pursuant to this Lease or as otherwise permitted by Landlord, are hereinafter referred to as the "**Parking Spaces**." Tenant shall have no right to hypothecate or encumber the Parking Spaces, and shall not sublet, assign, or otherwise transfer the Parking Spaces other than to employees of Tenant occupying the Premises or to a Successor (hereinafter defined), an Affiliated Entity (hereinafter defined) or a transferee pursuant to an approved Transfer under Section 13 of this Lease. Throughout the Term, Tenant shall pay Landlord (or at Landlord's direction, directly to the parking operator(2)) for all of the Parking Spaces at the then-current prevailing rate, as such rate may vary from time to time; provided, however, that such rates shall be commercially reasonable (as reasonably determined with reference to the market rate for comparable parking spaces in the vicinity of the Premises). As of the Execution Date, the monthly charge for parking is Two Hundred Dollars ($200) per Parking Space per month. If, for any reason, Tenant shall fail timely to pay the charge for any of said Parking Spaces, and if such default continues for ten (10) days after

(2) e.g., in the event that the Landlord has leased or subleased the parking areas to a third party

Tenant's receipt of written notice thereof, Tenant shall have no further right to the Parking Spaces for which Tenant failed to pay the charge under this Section 1.4(b) and Landlord may allocate such Parking Spaces for use by other tenants of the Property free and clear of Tenant's rights under this Section 1.4(b). Said Parking Spaces will be on an unassigned, non-reserved basis, and shall be subject to such reasonable rules and regulations as may be in effect for the use of the parking areas from time to time (including, without limitation, Landlord's right, without additional charge to Tenant above the prevailing rate for Parking Spaces, to institute a valet or attendant-managed parking system), it being understood and agreed that such rules and regulations shall not materially and adversely impact Tenant's parking rights hereunder. Reserved and handicap parking spaces must be honored. Notwithstanding anything to the contrary contained herein, in connection with the exercise of Landlord's rights pursuant to Section 2.2 below, Landlord shall have the right to relocate the Parking Spaces from time to time to other property owned or controlled by Landlord or its affiliates, so long as such other property is within 1,000 feet of the Land. Landlord represents and warrants to Tenant that the Parking Lease (as defined in the Ground Lease) is in full force and effect as of the Execution Date.

(c) During the Term, Landlord grants to Tenant a non-exclusive license to use a portion (specified by Landlord) of the Building risers and other Building communications pathways designated by Landlord ("**Communications Pathways**") for the installation, maintenance, operation, replacement and/or removal at Tenant's sole expense of certain cables, conduits, innerducts and connecting hardware approved by Landlord (any such cables, conduits, innerducts and connecting hardware installed within the Communications Pathways, as the same may be modified, altered or replaced during the Term, are collectively referred to herein as the "**Connecting Cables**"). Any such installation must be performed in accordance with the terms of Section 11 below. Landlord shall provide Tenant with reasonable access to the tel/data room on the first floor of the Building upon Tenant's request therefor. With respect to each cable placed in the Communications Pathways from and after the Execution Date, Tenant shall label such cable (at the floor of the Building where the cable originates and the floor where such cable terminates and at each access point in between at which such cable is pulled) with identification information as required by Landlord. Landlord makes no warranties or representations to Tenant as to the suitability of the Communications Pathways for the installation and operation of the Connecting Cables and Tenant hereby accepts the same in their as is, where is condition with all faults on the date hereof. In the event that at any time during the Term, Landlord determines, in its sole but bona fide business judgment, that the operation and/or periodic testing of the Connecting Cables interferes with the operation of the Building or the business operations of any of the occupants of the Building, then Tenant shall, upon notice from Landlord, upon the expiration of a 24-hour period during which Tenant may attempt to correct any such interference, cease all further operation of the Connecting Cables other than testing reasonably necessary to remedy such interference, which testing shall occur after normal business hours. Landlord may, in its sole and absolute discretion, require Tenant, at Landlord's sole expense, to relocate within, on or in the Building any or all of the Connecting Cables in accordance with plans reasonably approved by Landlord within thirty (30) days of such request (or sooner in the event of an emergency). Tenant is expressly forbidden to serve other tenants or occupants of the Building, to serve any locations outside the Building, or to resell any communications services without the prior written consent of Landlord, which consent may be granted in Landlord's sole discretion. Upon the expiration or earlier termination of this license, Tenant shall remove the Connecting Cables from the Communications Pathways and restore the Building to its condition immediately

prior to the installation thereof, which obligations shall survive the expiration or earlier termination of this Lease. Landlord may, upon written notice (which notice shall not be required in the event of an emergency), suspend this license and/or relocate the Connecting Cables in the event of any repair or construction affecting the Communications Pathways, provided, however, after the completion of such repair and/or construction, this license shall be reinstated with such reasonable modifications as Landlord may require to ensure consistency with the new use of the Communications Pathways.

1.5 Tenant's Access.

(a) From and after the Term Commencement Date and until the end of the Term, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, subject to Legal Requirements, the Rules and Regulations, the terms of this Lease, Landlord's Force Majeure (hereinafter defined) and matters of record of which Landlord has provided Tenant with written notice.

(b) Tenant shall have the right to access the Premises (at Tenant's sole risk, except to the extent arising as a result of the negligence or willful misconduct of any of the Landlord Parties) prior to the Term Commencement Date for purposes reasonably related to the performance of Alterations (hereinafter defined) performed in accordance with Section 11 hereof, provided such access does not materially interfere with the preparation for or performance of Landlord's Work (hereinafter defined). Tenant shall, prior to the first entry to the Premises pursuant to this Section 1.5(b), provide Landlord with certificates of insurance evidencing that the insurance required by Section 14 hereof is in full force and effect and covering any person or entity entering the Building. Tenant shall defend, indemnify and hold the Landlord Parties (hereinafter defined) harmless from and against any and all Claims (hereinafter defined) for injury to persons or property resulting from or relating to Tenant's access to the Premises prior to the Term Commencement Date as provided under this Section 1.5(b) except to the extent arising as a result of the negligence or willful misconduct of any of the Landlord Parties. Tenant shall coordinate any access to the Premises prior to the Term Commencement Date with Landlord's property manager.

1.6 Exclusions. The following are expressly excluded from the Premises and reserved to Landlord: all the perimeter walls of the Premises (except the inner surfaces thereof), the Common Areas, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, wires and appurtenant fixtures, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use of all of the foregoing, except as expressly permitted pursuant to Sections 1.4(a) and 1.4(c) above.

2. RIGHTS RESERVED TO LANDLORD.

2.1 Additions and Alterations. Landlord reserves the right, at any time and from time to time, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Property (including the Premises but, with respect to the Premises, only for purposes of repairs, maintenance, replacements and other rights expressly reserved to

Landlord herein) and the fixtures and equipment paid for in whole or in part by Landlord therein, as well as in or to the street entrances and/or the Common Areas, as it may deem necessary or desirable,

provided, however, that there is no material increase in Tenant's obligations under this Lease nor any obstruction of access to, or material interference with the use and enjoyment of, the Premises by Tenant. Subject to the foregoing, Landlord expressly reserves the right to temporarily close all, or any portion, of the Common Areas for the purpose of making repairs or changes thereto.

2.2 Additions to the Property. Landlord may at any time or from time to time construct additional improvements in all or any part of the Property, including, without limitation, adding additional buildings or changing the location or arrangement of any improvement in or on the Property or all or any part of the Common Areas, or add or deduct any land to or from the Property; provided that there shall be no material increase in Tenant's obligations under this Lease nor any obstruction of access to, or material interference with the use and enjoyment of, the Premises by Tenant in connection with the exercise of the foregoing reserved rights.

2.3 Name and Address of Building. Landlord reserves the right at any time and from time to time to change the name or address of the Building and/or the Property, provided Landlord gives Tenant at least three (3) months' prior written notice thereof.

2.4 Landlord's Access. Subject to the terms hereof, Tenant shall upon as much advance notice as is practical under the circumstances, and in any event at least forty-eight (48) hours' prior written notice (except that no notice shall be required in emergency situations), (a) permit Landlord and any holder of a Mortgage (hereinafter defined) (each such holder, a "**Mortgagee**"), and their agents, employees and contractors, to access and enter upon the Premises at all reasonable hours for the purposes of inspection, making repairs, replacements or improvements in or to the Premises or the Building or equipment therein (including, without limitation, sanitary, electrical, heating, air conditioning or other systems), complying with all applicable laws, ordinances, rules, regulations, statutes, by-laws, court decisions and orders and requirements of all public authorities (collectively, "**Legal Requirements**"), or exercising any right reserved to Landlord under this Lease (including, without limitation, during the performance of repairs and maintenance, the right to take upon or through, or to temporarily (and only for the period during which Landlord diligently performs such maintenance and/or repair) keep and store within the Premises (in a portion of the Premises designated by Tenant not to exceed 250 square feet) all necessary materials, tools and equipment at the sole risk and hazard of Landlord); (b) permit Landlord and its agents and employees, at reasonable times, to show the Premises during normal business hours (i.e. Monday - Friday 8 A.M. - 6 P.M., excluding holidays and weekends) to any prospective Mortgagee or purchaser of the Building and/or the Property or of the interest of Landlord therein, and, during the last nine (9) months of the Term, prospective tenants; (c) permit Landlord and its agents, at Landlord's sole cost and expense, to perform environmental audits, environmental site investigations and environmental site assessments ("**Site Assessments**") in, on, under and at the Premises and the Land, it being understood that Landlord shall repair any damage arising as a result of the Site Assessments, and such Site Assessments may include both above and below the ground testing and such other tests as may be necessary or appropriate to conduct the Site Assessments; and (d) in case any excavation shall be made for building or improvements or for any other purpose upon the land adjacent to or near the Premises, permit Landlord, and/or the person or persons, firms or corporations causing or making such excavation to enter upon the Premises for the purpose of doing such work as Landlord or such person or persons, firms or corporation shall deem to be

necessary to preserve the walls or structures of the Building from injury, and to protect the Building **by** proper securing of foundations. The parties agree and acknowledge that, despite reasonable and customary precautions (which Landlord agrees it shall exercise), any property or equipment in the Premises of a delicate, fragile or vulnerable nature may nevertheless be damaged in the course of the aforementioned actions being performed. Accordingly, Tenant shall take reasonable protective precautions with unusually fragile, vulnerable or sensitive property and equipment. Except to the extent arising as a result of the negligence or willful misconduct of the Tenant Parties, Landlord shall, subject to Section 14.5 below, defend, indemnify and hold Tenant harmless from and against any and all Claims resulting from or relating to access to the Premises as provided under this Section 2.4.

2.5 Pipes, Ducts and Conduits. Tenant shall permit Landlord to erect, use, maintain and relocate pipes, ducts and conduits in and through the Premises, provided the same do not materially (a) reduce the floor area, (b) adversely affect the appearance thereof, (c) increase Tenant's obligations under this Lease, or (d) obstruct access to the Premises.

2.6 Minimize Interference. Subject to the provisions of this Lease, Tenant agrees to cooperate with Landlord, at no cost to Tenant, as reasonably necessary in connection with the exercise of Landlord's rights under this Section 2. Tenant further agrees that dust, noise, vibration, temporary closures of Common Areas, or other inconvenience or annoyance resulting from the exercise of Landlord's rights under Section 2.1 and 2.2 shall not be deemed to be a breach of Landlord's obligations under the Lease, so long as Landlord shall, except in the event of an emergency, use reasonable efforts, consistent with accepted construction practice when applicable, to avoid unreasonably interfering with the conduct of Tenant's business and Tenant's use and occupancy of the Premises, all in a manner consistent with similar, operating first class office and laboratory buildings in the East Cambridge/Cambridgeport area. Notwithstanding the foregoing, in no event shall any of the space leased by Tenant at the Property under this Lease be deprived of safe and reasonable access or rendered untenantable for the Permitted Uses by reason of Landlord's exercise of its rights under this Section 2.

3. CONDITION OF PREMISES; CONSTRUCTION.

3.1 Condition of Premises. On the Term Commencement Date, the Premises shall be broom-clean, the Premises and the Common Areas shall comply with Legal Requirements (including without limitation the Americans with Disabilities Act) and the Building structure and the Building systems serving the Premises and Common Areas shall be in good working order, condition and repair. Subject to the foregoing, and subject further to Landlord's obligation to perform Landlord's Work (hereinafter defined) in accordance with this Section 3, Tenant acknowledges and agrees that Tenant is leasing the Premises in their "**AS IS**," "**WHERE IS**" condition and with all faults on the Execution Date, without representations or warranties, express or implied, in fact or **by** law, of any kind, and without recourse to Landlord.

3.2 Landlord's Work.

(a) Subject to delays due to governmental regulation, unusual scarcity of or inability to obtain labor or materials, labor difficulties, casualty or other causes reasonably beyond Landlord's control (collectively "**Landlord's Force Majeure**") and subject to any act or

omission by Tenant and/or Tenant's agents, servants, employees, consultants, contractors, subcontractors, licensees and/or subtenants (collectively with Tenant, the "**Tenant Parties**") which causes an actual delay in the performance of Landlord's Work (a "**Tenant Delay**"). Landlord, at Landlord's sole cost and expense, shall diligently prosecute to completion, the work ("**Landlord's Work**") more particularly shown in the permit set prepared by Landlord's architect, which permit set shall be based on the schematic plans attached hereto as Exhibit 3 and made a part hereof (the "**Schematics**") and which permit set shall take into account Tenant's input at weekly design meetings (as such permit set may be amended or modified pursuant to Section 3.2(b) below, the "**Permit Set**"). Landlord shall use diligent efforts to provide a copy of the Permit Set to Tenant on or before March 6, 2015 so long as Tenant provides all required information regarding Tenant's lab equipment (size, layout, utility requirements, etc.) on or before February 20,2015. Landlord shall perform Landlord's Work in a good and workmanlike manner, and shall notify Tenant in writing in reasonable detail promptly after becoming aware of any Tenant Delay.

(b) Tenant shall have the right, in accordance herewith, to submit for Landlord's approval (which approval shall not be unreasonably withheld) change proposals to amend or modify the Permit Set (each, a "**Change Proposal**"). Landlord agrees to respond to any such Change Proposal within five (5) business days after the submission thereof by Tenant (unless Landlord has previously advised Tenant that a longer time period for such response is reasonably necessary due to the nature and scope of the Change Proposal, together with Landlord's good faith estimate as to the amount of additional time that will be necessary, or the fact that the information provided by Tenant in the Change Proposal is insufficient for the purposes of enabling Landlord to make the determination set forth herein), and if approved by Landlord, advising Tenant of any anticipated increase or decrease in costs associated with such Change Proposal ("**Anticipated Costs**"), as well as an estimate of any delay or time savings which would likely result in the completion of Landlord's Work if a Change Proposal is made pursuant thereto ("**Landlord's Change Order Response**"). If Landlord does not approve any Change Proposal, Landlord shall provide Tenant with a reasonably detailed explanation thereof in writing. Tenant shall have the right to then approve or withdraw such Change Proposal within five (5) business days after receipt of Landlord's Change

Order Response. If Tenant fails to respond to Landlord's Change Order Response within such five (5) business day period, such Change Proposal shall be deemed withdrawn. If Tenant approves Landlord's Change Order Response, then (a) such Change Proposal shall be deemed a "Change Order" hereunder, and (b) Landlord shall perform the work described in the Change Order as part of Landlord's Work on all the terms and conditions applicable to Landlord's Work except as expressly set forth herein with respect to Tenant's payment obligation. Any actual delay in the substantial completion of Landlord's Work resulting from Change Proposals (whether approved or not) shall constitute a Tenant Delay.

(c) Permitting. Landlord shall obtain all permits for construction of Landlord's Work. The cost of all permits for construction of Landlord's Work (and the cost of obtaining the same) shall be included in the Work Costs. Tenant shall cooperate with Landlord in executing permit applications and performing other ministerial acts reasonably necessary to enable Landlord to obtain any such permit or certificate of occupancy.

(d) Remedies for Late Delivery. Subject to Landlord's Force Majeure and Tenant Delays, if the Term Commencement Date has not occurred on or before (i) September 25, 2015, then the Rent Commencement Date shall be delayed one day for each day after such date that the Term Commencement Date does not occur(3), and (ii) November 25,2015, then Tenant shall be entitled to terminate this Lease by thirty (30) days' prior written notice to Landlord (provided that such termination notice shall be of no force and effect if the Term Commencement Date occurs within such 30 day period). The remedies set forth in this Section 3.2(d) are Tenant's sole and exclusive rights and remedies if the Term Commencement Date does not occur on or before August 25,2015.

3.3 Substantial Completion; Punchlist Items.

(a) Landlord's Work shall be deemed "**Substantially Complete**" on the later to occur of (i) the date that Landlord's Work has been completed as certified in writing by Landlord's architect, except for Punchlist Items (hereinafter defined), and (ii) a certificate of occupancy (temporary or permanent) for the Premises shall have been issued by the City of Cambridge, Massachusetts; provided, however, to the extent Landlord is delayed in obtaining such certificate of occupancy because of the acts or omissions of Tenant (which omissions may include, without limitation, if Tenant must first install its furniture and/or perform any Alterations not included in Landlord's Work), then for purposes only of calculating the Term Commencement Date, Landlord's Work will be deemed to have been Substantially Complete on the date on which the applicable certificate of occupancy (temporary or permanent) would have been issued but for such delays; and provided further that if a temporary certificate of occupancy is issued with respect to the Premises, Landlord shall, subject to delays caused by the acts or omissions of Tenant, diligently pursue a permanent certificate of occupancy therefor as soon as reasonably possible.

(b) Promptly following delivery of the Premises to Tenant with Landlord's Work substantially complete, Landlord shall provide Tenant with a list prepared by Landlord's architect (the "**Punchlist**") of outstanding items (the **"Punchlist Items**") which (a) need to be performed to complete Landlord's Work, (b) do not impair Landlord's ability to obtain a permanent certificate of occupancy for the Premises and (c) do not materially impair Tenant's ability to use the Premises for the Permitted Uses. Subject to Landlord's Force Majeure and Tenant Delays, Landlord shall, unless otherwise specified on the Punchlist, complete all Punchlist Items within forty-five (45) days of the date of the Punchlist.

3.4 Cost of Landlord's Work.

(a) Landlord's Contribution. As an inducement to Tenant's entering into this Lease, Landlord shall pay for up to Six Hundred Fifty Thousand Eight Hundred Fifteen Dollars ($650,815.00) ("**Landlord's Contribution**") of the costs incurred in connection with the performance of Landlord's Work other than the following costs (collectively, "**Excluded Construction Costs**"), which shall be paid for by Tenant within thirty (30) days of demand from

(3) For illustration purposes only, if the Term Commencement Date occurs on September 30,2015, then the Rent Commencement Date shall be delayed 5 days and shall occur on December 5,2015 (which is 2 months and 5 days after the Term Commencement Date)

time to time (but in no event more often than monthly): (i) the cost of acquiring or installing any of Tenant's Property (hereinafter defined), including without limitation telecommunications and computer equipment and all associated wiring and cabling, any de-mountable decorations, artwork and partitions, signs, and trade fixtures, or (ii) the cost of any fixtures or Alterations that will be removed at the end of the Term. Landlord shall not charge any supervisory or management fees with respect to Landlord's Work, provided, however, that the costs of any third party construction/project managers) engaged by Landlord shall be included in the costs of Landlord's Work.

(b) Responsibility for Costs.

(i) For purposes hereof, "**Work Costs**" means (A) all costs incurred in connection with Landlord's Work, including without limitation the costs of designing, permitting and performing Landlord's Work, as affected by any Change Orders and any changes made in accordance with Section 3.4(b)(ii) below, less (B) the Excluded Construction Costs.

(ii) Landlord shall provide Tenant with a detailed cost estimate based on the original Permit Set (the "**Cost Estimate**"). The Cost Estimate shall include a line item for the cost of any construction/project managers). Tenant shall have a period of two (2) business days after receipt of the Cost Estimate, *time being of the essence*, to notify Landlord whether Tenant approves such Cost Estimate, or that Tenant wishes to conduct value engineering in order to reduce the cost of Landlord's Work (if Tenant does not timely provide such notice, Tenant shall be deemed to have (A) approved such Cost Estimate, and (B) elected not to conduct such value engineering). If Tenant elects to conduct value engineering, then (i) any delays to substantial completion of Landlord's Work arising from such value engineering shall be deemed to be Tenant Delays, and (ii) until mutually approved (or deemed approved), Landlord and Tenant shall confer and negotiate reasonably and in good faith to reach agreement on the Cost Estimate and the Permit Set on which the Cost Estimate is based. The Cost Estimate approved (or deemed approved) by Tenant is herein referred to as the "**Final Cost Estimate**."

(iii) If the Final Cost Estimate discloses that the Work Costs exceed Landlord's Contribution (such excess, the "**Excess Costs**"), Tenant shall notify Landlord in writing (the "**Cost Notice**") within thirty (30) days after approval of the Final Cost Estimate whether Tenant elects to (A) reimburse Landlord for the Excess Costs in accordance with Section 3.4(b)(iv) below, or (B) increase Base Rent by an amount no greater than the lesser of (1) the Excess Costs, or (2) Fifteen Dollars ($15) per rentable square foot of the Premises, which increase in Base Rent shall be (y) effective as of the later to occur of the Rent Commencement Date or the first full calendar month after the Final Reconciliation is delivered to Tenant, and (z) calculated as if such Excess Costs were a self-amortizing loan with an interest rate of 8% per annum and amortized on a direct reduction basis over the balance of the Initial Term (and if Tenant fails to notify Landlord as aforesaid, then Tenant shall be deemed to have elected to increase Base Rent as aforesaid). If the Work Costs exceed Landlord's Contribution by more than Fifteen Dollars ($15) per rentable square foot of the Premises (such excess, the "**Tenant's Costs**") and Tenant elects (or is deemed to have elected) to increase Base Rent as aforesaid, then Tenant shall reimburse Landlord for Tenant's Costs in accordance with Section 3.4(b)(iv) below.

(iv) If the Cost Notice indicates that Tenant has elected to reimburse Landlord for the Excess Costs, or if Tenant elects (or is deemed to have elected) to increase Base Rent pursuant to Section 3.4(b)(iii) above and there are Tenant's Costs, then Tenant shall pay, within thirty (30) days after demand from time to time (but in no event more than monthly), Tenant's Proportion (hereinafter defined) of the Work Costs reflected on each requisition from Landlord, to which shall be attached invoices and/or other documentation supporting the requisition. "**Tenant's Proportion**" shall be a fraction, the numerator of which is the estimated Excess Costs or Tenant's Costs, as applicable, and the denominator of which is the estimated Work Costs. Within ninety (90) days after final completion of Landlord's Work, Landlord shall prepare and submit to Tenant a final reconciliation in sufficient detail to reasonably determine actual Work Costs (including without limitation all Punchlist Items) (the "**Final Reconciliation**").

4. USE OF PREMISES.

4.1 Permitted Uses. During the Term, Tenant shall use the Premises only for the Permitted Uses and for no other purposes. Service and utility areas (whether or not a part of the Premises) shall be used only for the particular purpose for which they are designed. All corridor doors, when not in use, shall be kept closed.

4.2 Prohibited Uses.

(a) Notwithstanding any other provision of this Lease, Tenant shall not use the Premises or the Building, or any part thereof, or suffer or permit the use or occupancy of the Premises or the Building or any part thereof by any of the Tenant Parties (i) in a manner which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease; (ii) for any unlawful purposes or in any unlawful manner; (iii) which, in the reasonable judgment of Landlord (taking into account the use of the Building as a first class combination laboratory, research and development and office building and the Permitted Uses) shall (a) impair the appearance or reputation of the Building; (b) impair, interfere with or otherwise diminish the quality of any of the Building services or the proper and economic heating, cleaning, ventilating, air conditioning or other servicing of the Building or Premises, or the use or occupancy of any of the Common Areas; (c) occasion discomfort, inconvenience or annoyance in any material respect (and Tenant shall not install or use any electrical or other equipment of any kind which, in the reasonable judgment of Landlord, will cause any such impairment, interference, discomfort, inconvenience, annoyance or injury), or cause any injury or damage to any occupants of the Premises or other tenants or occupants of the Building or their property; or (d) cause harmful air emissions, laboratory odors or noises or any unusual or other objectionable odors, noises or emissions to emanate from the Premises; (iv) in a manner which is inconsistent with the operation and/or maintenance of the Building as a first-class combination office, research, development and laboratory facility; or (v) for any food fermentation processes whatsoever; (vi) in a manner which shall increase such insurance rates on the Building or on property located therein over that applicable when Tenant first took occupancy of the Premises hereunder.

(b) With respect to the use and occupancy of the Premises and the Common Areas, Tenant will not: (i) place or maintain any signage, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on

the exterior of the Premises, nor obstruct any driveway, corridor, footwalk, parking area, mall or any other Common Areas; (ii) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (iii) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, parking area, or other Common Areas; (iv) receive or ship articles of any kind outside of those areas reasonably designated by Landlord (which shall include, at a minimum, the common loading docks and freight elevator); (v) conduct or permit to be conducted any auction, going out of business sale, bankruptcy sale (unless directed by court order), or other similar type sale in or connected with the Premises; (vi) use the name of Landlord, or any of Landlord's affiliates or subsidiaries in any publicity, promotion, trailer, press release, advertising, printed, or display materials without Landlord's prior written consent; or (vii) except in connection with Alterations (hereinafter defined) approved by Landlord, cause or permit any hole to be drilled or made in any part of the Building.

5. RENT; ADDITIONAL RENT.

5.1 Base Rent. During the Term, Tenant shall pay to Landlord Base Rent in equal monthly installments, in advance and without demand on the first day of each month for and with respect to such month. The payment of Base Rent and additional rent and other charges reserved and covenanted to be paid under this Lease with respect to the Premises (collectively, "**Rent**") shall commence on the Rent Commencement Date, and shall be prorated for any partial months. Rent shall be payable to Landlord or, if Landlord shall so direct Tenant in writing, to Landlord's agent or nominee, in lawful money of the United States which shall be legal tender for payment of all debts and dues, public and private, at the time of payment.

5.2 Operating Costs.

(a) "**Operating Costs**" shall mean all costs incurred and expenditures of whatever nature made by Landlord in the operation and management of the Building or reasonably allocated to the Building, including without limitation any costs for utilities supplied to the Common Areas, the costs of maintaining the MWRA permit(s) for the Building, and any costs for repair and replacements, cleaning and maintenance of the Common Areas, related equipment, facilities and appurtenances and HVAC equipment, a commercially reasonable management fee paid to Landlord's property manager, the reasonable costs of Landlord's management office for the Property, the cost of operating any amenities in the Property available to all tenants of the Property and any subsidy provided by Landlord to tenants including Tenant for or with respect to any such amenity. For costs and expenditures made by Landlord in connection with the operation, management, repair, replacement, maintenance and insurance of the Building as a whole, Landlord shall make a reasonable allocation thereof between the retail and non-retail portions of the Building, if applicable. To the extent that a cost included in Operating Costs is also allocable to property other than the Property, such cost shall be equitably allocated to each parcel of property which benefits from such cost. Operating Costs shall not include Taxes (hereinafter defined) or Excluded Costs (hereinafter defined). Landlord shall have the right but not the obligation, from time to time, to reasonably and equitably allocate some or all of the Operating Costs among different tenants of the Building (for example, and without limiting the generality of the foregoing, based in whole or in part on shared or similar use of particular systems or equipment).

(b) "**Excluded Costs**" shall be defined as (i) any mortgage charges (including interest, principal, points and fees); (ii) brokerage commissions or other costs incurred in procuring tenants or leasing space in the Property; (iii) salaries of personnel not directly employed in the management/operation of the Property or above the grade of portfolio manager; (iv) the cost of work done or services, concessions, subsidies or amenities provided by Landlord for a particular tenant other than Tenant; (v) subject to Subsection 5.2(h) below, capital expenditures; (vi) the costs of Landlord's Work and any contributions made by Landlord to any tenant of the Property in connection with the build-out of its premises; (vii) franchise or income taxes imposed on Landlord; (viii) items and services for which tenants of the Building are separately charged, including without limitation costs paid directly by individual tenants to Landlord or to suppliers, including tenant electricity, telephone and other utility costs; (ix) increases in premiums for insurance when such increase is caused by the use of the Building by Landlord or any other tenant of the Building; (x) maintenance and repair of capital items not a part of the Building or the Property; (xi) depreciation of the Building; (xii) costs relating to maintaining Landlord's existence as a corporation, partnership or other entity; (xiii) advertising and other fees and costs incurred in procuring tenants; (xiv) the cost of any items for which Landlord is reimbursed by insurance, condemnation awards, refund, rebate or otherwise, and any expenses for repairs or maintenance to the extent covered by warranties, guaranties and service contracts; (xv) costs incurred (including without limitation attorneys' fees and expenses) in connection with any disputes between Landlord and its employees, between Landlord and Building management, between Landlord and other tenants or occupants or prospective tenants or occupants of the Building (including without limitation costs associated with the default, act or omission of any of the foregoing parties other than Tenant) or between Landlord and its abutters; (xvi) rent under the Ground Lease; (xvii) fines and penalties payable by tenants of the property other than Tenant; (xvii) fines and penalties incurred due to violations by Landlord of Legal Requirements or breaches of Landlord's obligations under this Lease; (xviii) costs arising from the gross negligence or willful misconduct of any of the Landlord Parties; (xix) the cost of testing, remediation or removal of Hazardous Materials (hereinafter defined) in the Building or on the Property required by Environmental Laws (hereinafter defined), provided however, that with respect to the testing, remediation or removal of (A) any material or substance located in the Building on the Execution Date and which, as of the Execution Date, is not considered, as a matter of law, to be a Hazardous Material, but which is subsequently determined to be a Hazardous Material as a matter of law, and (B) any material or substance located in the Building after the Execution Date and which, when placed in the Building, was not considered, as a matter of law, to be a Hazardous Material, but which **is** subsequently determined to be a Hazardous Material as a matter of law, the costs thereof may be included in Operating Costs; (xx) costs incurred to comply with Legal Requirements in effect as of the Execution Date; (xxi) Landlord's charitable or political contributions; (xxii) any "above-standard" cleaning including construction clean-up or special cleanings associated with parties or events (provided that Tenant shall reimburse Landlord for any such above-standard cleaning required as a result of the acts or omissions of any of the Tenant Parties); and (xxiii) costs of compliance with Legal Requirements in effect on the Execution Date.

(c) "**Capital Interest Rate**" shall be defined as an annual rate of either one percentage point over the AA Bond rate (Standard & Poor's corporate composite or, if unavailable, its equivalent) as reported in the financial press at the time the capital expenditure is

made or, if the capital item is acquired through third party financing, then the actual (including fluctuating) rate paid by Landlord in financing the acquisition of such capital item.

(d) "**Annual Charge Off**" shall be defined as the annual amount of principal and interest payments which would be required to repay a loan ("**Capital Loan**") in equal monthly installments over the Useful Life (hereinafter defined), of the capital item in question on a direct reduction basis at an annual interest rate equal to the Capital Interest Rate, where the initial principal balance is the cost of the capital item in question.

(e) "**Useful Life**" shall be reasonably determined by Landlord in accordance with sound accounting principles and practices consistently applied.

(f) Payment of Operating Costs. Tenant shall pay to Landlord, as additional rent, Tenant's Share of Operating Costs. Landlord may make a good faith estimate of Tenant's Share of Operating Costs for any fiscal year or part thereof during the Term, and Tenant shall pay to Landlord, on the Rent Commencement Date and on the first (1st) day of each calendar month thereafter, an amount equal to Tenant's Share of Operating Costs for such fiscal year and/or part thereof divided by the number of months therein. No more often than quarterly, Landlord may estimate and re-estimate Tenant's Share of Operating Costs and deliver a copy of Landlord's good faith estimate or re-estimate to Tenant. Thereafter, the monthly installments of Tenant's Share of Operating Costs shall be appropriately adjusted in accordance with the estimations so that, by the end of the fiscal year in question, Tenant shall have paid all of Tenant's Share of Operating Costs as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Operating Costs are available for each fiscal year.

(g) Annual Reconciliation. Landlord shall, within one hundred twenty (120) days after the end of each fiscal year, deliver to Tenant a reasonably detailed statement of the actual amount of Operating Costs for such fiscal year ("**Year End Statement**"). Failure of Landlord to provide the Year End Statement within the time prescribed shall not relieve Tenant from its obligations hereunder. If the total of such monthly remittances on account of any fiscal year is greater than Tenant's Share of Operating Costs actually incurred for such fiscal year, then, provided there is no Event of Default nor any event which, with the passage of time and/or the giving of notice would constitute an Event of Default, Tenant may credit the difference against the next installment of additional rent on account of Operating Costs due hereunder, except that if such difference is determined after the end of the Term, Landlord shall refund such difference to Tenant within thirty (30) days after such determination to the extent that such difference exceeds any amounts then due from Tenant to Landlord (it being understood and agreed that (A) if Tenant cures any default prior to the expiration of the notice and/or cure periods set forth in Section 20.1 below, Tenant shall then be entitled to take such credit, and (B) if Tenant does not cure all defaults prior to the expiration of the notice and/or cure periods set forth in Section 20.1 below and Landlord exercises its right to terminate the Lease pursuant to Section 20.1, then Landlord shall credit such difference to Tenant to the extent that such difference exceeds any amounts then due from Tenant to Landlord). If the total of such remittances is less than Tenant's Share of Operating Costs actually incurred for such fiscal year, Tenant shall pay the difference to Landlord, as additional rent hereunder, within thirty (30) days of Tenant's receipt of an invoice therefor. Landlord's estimate of Operating Costs for the next

fiscal year shall be made in good faith and shall be based upon the Operating Costs actually incurred for the prior fiscal year as reflected in the Year-End Statement plus a reasonable adjustment based upon estimated increases in Operating Costs. The provisions of this Section 5.2(g) shall survive the expiration or earlier termination of this Lease.

(h) Capital Expenditures. If, during the Term, Landlord shall replace any capital items or make any capital expenditures (collectively, "**Capital Expenditures**") the total amount of which (net of any warranty claims) is not properly includable in Operating Costs for the fiscal year in which they were made, in accordance with sound accounting principles and practices consistently applied in effect at the time of such replacement, there shall nevertheless be included in such Operating Costs (and in Operating Costs for each succeeding fiscal year) the amount, if any, by which the Annual Charge Off (determined as hereinafter provided) of such Capital Expenditure (less insurance proceeds, if any, collected by Landlord by reason of damage to, or destruction of the capital item being replaced) exceeds the Annual Charge Off of the Capital Expenditure for the item being replaced. If a new capital item is acquired which does not replace another capital item, and such new capital item being acquired is either (i) required by any Legal Requirements enacted after the Execution Date or (ii) reasonably projected to reduce Operating Costs, then there shall be included in Operating Costs for each fiscal year in which and after such capital expenditure is made the Annual Charge Off of such capital expenditure.

(i) Part Years. If the Rent Commencement Date or the Expiration Date occurs in the middle of a fiscal year, Tenant shall be liable for only that portion of the Operating Costs with respect to such fiscal year within the Term.

(j) Gross-Up. If, during any fiscal year, the Building has an average annual tenant occupancy rate of less than ninety-five percent (95%), actual Operating Costs incurred shall be reasonably extrapolated by Landlord on an item-by-item basis to the reasonable Operating Costs that would have been incurred if the Building was 95% occupied, and such extrapolated Operating Costs shall, for all purposes hereof, be deemed to be the Operating Costs for such fiscal year.

(k) Audit Right. Provided there is no Event of Default nor any event which, with the passage of time and/or the giving of notice would constitute an Event of Default, Tenant may, upon at least sixty (60) days' prior written notice, inspect or audit Landlord's records relating to Operating Costs for any periods of time within the previous fiscal year before the audit or inspection (it being understood and agreed that if Tenant cures any default prior to the expiration of the notice and/or cure periods set forth in Section 20.1 below, Tenant shall then be entitled to perform such inspection or audit). However, no audit or inspection shall extend to periods of time before the Rent Commencement Date. If Tenant fails to object to the calculation of Tenant's Share of Operating Costs on the Year-End Statement within sixty (60) days after such statement has been delivered to Tenant and/or fails to complete any such audit or inspection within one hundred twenty (120) days after receipt of the Year End Statement, then Tenant shall be deemed to have waived its right to object to the calculation of Tenant's Share of Operating Costs for the year in question and the calculation thereof as set forth on such statement shall be final. Tenant's audit or inspection shall be conducted only at Landlord's offices or the offices of Landlord's property manager during business hours reasonably designated by Landlord. Tenant shall pay the cost of such audit or inspection; provided, however, if Tenant's inspection or audit

reveals an overcharge of more than five percent (5%), then Landlord shall reimburse Tenant for up to Five Thousand Dollars ($5,000.00) of the reasonable cost of such audit or inspection within thirty (30) days of receipt of a reasonably detailed invoice therefor. Tenant may not conduct an inspection or have an audit performed more than once during any fiscal year. If such inspection or audit reveals that an error was made in the calculation of Tenant's Share of Operating Costs previously charged to Tenant, then, provided there is no Event of Default nor an event which, with the passage of time and/or the giving of notice would constitute an Event of Default, Tenant may credit the difference against the next installment of additional rent on account of Operating Costs due hereunder, except that if such difference is determined after the end of the Term, Landlord shall refund such difference to Tenant within thirty (30) days after such determination to the extent that such difference exceeds any amounts then due from Tenant to Landlord (it being understood and agreed that (A) if Tenant cures any default prior to the expiration of the notice and/or cure periods set forth in Section 20.1 below, Tenant shall then be entitled to take such credit, and (B) if Tenant does not cure all defaults prior to the expiration of the notice and/or cure periods set forth in Section 20.1 below and Landlord exercises its right to terminate the Lease pursuant to Section 20.1, then Landlord shall credit such difference to Tenant to the extent that such difference exceeds any amounts then due from Tenant to Landlord). If such inspection or audit reveals an underpayment by Tenant, then Tenant shall pay to Landlord, as additional rent hereunder, any underpayment of any such costs, as the case may be, within thirty (30) days after receipt of an invoice therefor. Tenant shall maintain the results of any such audit or inspection confidential and shall not be permitted to use any third party to perform such audit or inspection, other than an independent firm of certified public accountants (A) reasonably acceptable to Landlord, (B) which is not compensated on a contingency fee basis or in any other manner which is dependent upon the results of such audit or inspection, and (C) which executes Landlord's standard confidentiality agreement whereby it shall agree to maintain the results of such audit or inspection confidential. The provisions of this Section 5.2(k) shall survive the expiration or earlier termination of this Lease.

5.3 Taxes.

(a) "**Taxes**" shall mean the real estate taxes and other taxes, levies and assessments imposed upon the Building, and upon any personal property of Landlord used in the operation of the Building, or on Landlord's interest in the Building or such personal property or reasonably allocated thereto; charges, fees and assessments for transit, housing, police, fire or other services or purported benefits to the Building (including without limitation any community preservation assessments); service or user payments in lieu of taxes; and any and all other taxes, levies, betterments, assessments and charges arising from the ownership, leasing, operation, use or occupancy of the Building or based upon rentals derived therefrom, which are or shall be imposed by federal, state, county, municipal or other governmental authorities. Taxes shall not include any inheritance, estate, succession, gift, franchise, rental, income or profit tax, capital stock tax, capital levy or excise, or any income taxes arising out of or related to the ownership and operation of the Building, provided, however, that any of the same and any other tax, excise, fee, levy, charge or assessment, however described, that may in the future be levied or assessed as a substitute for or an addition to, in whole or in part, any tax, levy or assessment which would otherwise constitute Taxes, whether or not now customary or in the contemplation of the parties on the Execution Date of this Lease, shall constitute Taxes, but only to the extent calculated as if the Property were the only real estate owned by Landlord. "Taxes" shall also include reasonable

expenses (including without limitation legal and consultant fees) of tax abatement or other proceedings contesting assessments or levies.

(b) "**Tax Period**" shall be any fiscal/tax period in respect of which Taxes are due and payable to the appropriate governmental taxing authority (i.e., as mandated by the governmental taxing authority), any portion of which period occurs during the Term of this Lease.

(c) Payment of Taxes. Tenant shall pay to Landlord, as additional rent, Tenant's Tax Share of Taxes. Landlord may make a good faith estimate of the Taxes to be due by Tenant for any Tax Period or part thereof during the Term, and Tenant shall pay to Landlord, on the Rent Commencement Date and on the first (1st) day of each calendar month thereafter, an amount equal to Tenant's Tax Share of Taxes for such Tax Period or part thereof divided by the number of months therein. No more often than quarterly, Landlord may estimate and re-estimate Tenant's Tax Share of Taxes and deliver a copy of Landlord's good faith estimate or re-estimate to Tenant. Thereafter, the monthly installments of Tenant's Tax Share of Taxes shall be appropriately adjusted in accordance with the estimations so that, by the end of the Tax Period in question, Tenant shall have paid all of Tenant's Tax Share of Taxes as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Taxes are available for each Tax Period. If the total of such monthly remittances is greater than Tenant's Tax Share of Taxes actually due for such Tax Period, then, provided there is no Event of Default nor any event which, with the passage of time and/or the giving of notice would constitute an Event of Default, Tenant may credit the difference against the next installment of additional rent on account of Taxes due hereunder, except that if such difference is determined after the end of the Term, Landlord shall refund such difference to Tenant within thirty (30) days after such determination to the extent that such difference exceeds any amounts then due from Tenant to Landlord (it being understood and agreed that if Tenant cures any default prior to the expiration of the notice and/or cure periods set forth in Section 20.1 below, Tenant shall then be entitled to take such credit). If the total of such remittances is less than Tenant's Tax Share of Taxes actually due for such Tax Period, Tenant shall pay the difference to Landlord, as additional rent hereunder, within thirty (30) days of Tenant's receipt of an invoice therefor. Landlord's estimate of Taxes for the next Tax Period shall be made in good faith and shall be based upon actual Taxes for the prior Tax Period plus a reasonable adjustment based upon estimated increases in Taxes. In the event that Payments in Lieu of Taxes ("**PILOT**"), instead of or in addition to Taxes, are separately assessed to certain portions of the Building or the Property including the Premises, Tenant agrees, except as otherwise expressly provided herein to the contrary, to pay to Landlord, as additional rent, the portion of such PILOT attributable to the Premises in the same manner as provided above for the payment of Taxes. The provisions of this Section 5.3(c) shall survive the expiration or earlier termination of this Lease.

(d) Effect of Abatements. Appropriate credit against Taxes or PILOT shall be given for any refund obtained by reason of a reduction in any Taxes by the assessors or the administrative, judicial or other governmental agency responsible therefor after deduction of Landlord's expenditures for reasonable legal fees and for other reasonable expenses incurred in obtaining the Tax or PILOT refund.

(e) Part Years. If the Rent Commencement Date or the Expiration Date occurs in the middle of a Tax Period, Tenant shall be liable for only that portion of the Taxes, as the case may be, with respect to such Tax Period within the Term.

5.4 Late Payments.

(a) Any payment of Rent due hereunder not paid when due shall bear interest for each month or fraction thereof from the due date until paid in full at the annual rate of twelve percent (12%), or at any applicable lesser maximum legally permissible rate for debts of this nature (the "**Default Rate**"). Acceptance of interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease or at law or in equity now or hereafter in effect.

(b) For each Tenant payment check to Landlord that is returned by a bank for any reason, Tenant shall pay a returned check charge equal to the amount as shall be customarily charged by Landlord's bank at the time.

(c) Money paid by Tenant to Landlord shall be applied to Tenant's account in the following order: first, to any unpaid additional rent, including without limitation late charges, returned check charges, reasonable legal fees and/or court costs incurred by Landlord and chargeable to Tenant hereunder; and then to unpaid Base Rent.

5.5 No Offset; Independent Covenants; Waiver. Rent shall **be** paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction, except as expressly provided herein. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, TENANT WAIVES ALL RIGHTS (I) TO ANY ABATEMENT, SUSPENSION, DEFERMENT, REDUCTION OR DEDUCTION OF OR FROM RENT, AND (II) TO QUIT, TERMINATE OR SURRENDER THIS LEASE OR THE PREMISES OR ANY PART THEREOF. TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF TENANT HEREUNDER SHALL BE SEPARATE AND INDEPENDENT COVENANTS AND AGREEMENTS, THAT RENT SHALL CONTINUE TO BE PAYABLE IN ALL EVENTS AND THAT THE OBLIGATIONS OF TENANT HEREUNDER SHALL CONTINUE UNAFFECTED, UNLESS THE REQUIREMENT TO PAY RENT OR PERFORM THE SAME SHALL HAVE BEEN ABATED, REDUCED OR TERMINATED PURSUANT TO AN EXPRESS PROVISION OF THIS LEASE. LANDLORD AND TENANT EACH ACKNOWLEDGES AND AGREES THAT THE INDEPENDENT NATURE OF THE OBLIGATIONS OF TENANT HEREUNDER REPRESENTS FAIR, REASONABLE, AND ACCEPTED COMMERCIAL PRACTICE WITH RESPECT TO THE TYPE OF PROPERTY SUBJECT TO THIS LEASE, AND THAT THIS AGREEMENT IS THE PRODUCT OF FREE AND INFORMED NEGOTIATION DURING WHICH BOTH LANDLORD AND TENANT WERE REPRESENTED BY COUNSEL SKILLED IN NEGOTIATING AND DRAFTING COMMERCIAL LEASES IN MASSACHUSETTS, AND THAT THE ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN ARE MADE WITH FULL KNOWLEDGE OF THE HOLDING IN WESSON V. LEONE ENTERPRISES. INC.. 437 MASS. 708 (2002). SUCH ACKNOWLEDGEMENTS,**

AGREEMENTS AND WAIVERS BY TENANT ARE A MATERIAL INDUCEMENT TO LANDLORD ENTERING INTO THIS LEASE.

5.6 Survival. Any obligations under this Section 5 which shall not have been paid at the expiration or earlier termination of the Term shall survive such expiration or earlier termination and shall be paid when and as the amount of same shall be determined and be due.

6. INTENTIONALLY OMITTED.

7. LETTER OF CREDIT.

7.1 Amount.

(a) Contemporaneously with the execution of this Lease, Tenant shall deliver to Landlord either (i) cash in an amount specified in the Lease Summary Sheet (the "**Cash Security Deposit**"), which shall be held by Landlord in accordance with Section 7.5 below, or (ii) an irrevocable letter of credit which shall (a) be in the amount specified in the Lease Summary Sheet and otherwise in the form attached hereto as Exhibit 4: **(b)** issued by a bank reasonably acceptable to Landlord upon which presentment may be made in Boston, Massachusetts (if Landlord so requires at the time of its approval thereof); and (c) **be** for a term of one (1) year, subject to extension in accordance with the terms hereof (the "**Letter of Credit**"). The Letter of Credit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by the Tenant to be kept and performed during the Term. In no event shall the Letter of Credit be deemed to be a prepayment of Rent nor shall it be considered a measure of liquidated damages. Unless the Letter of Credit is automatically renewing, at least thirty (30) days prior to the maturity date of the Letter of Credit (or any replacement Letter of Credit), Tenant shall deliver to Landlord a replacement Letter of Credit which shall have a maturity date no earlier than the next anniversary of the Term Commencement Date or one (1) year from its date of delivery to Landlord, whichever is later.

(b) If there is no Event of Default and no event which, with the passage of time and/or the giving of notice, would constitute an Event of Default on the date of the reduction, and further provided that there is no material adverse change in Tenant's net worth at the commencement of the fourth (4th) Rent Year as verified by Landlord based upon a certificate from Tenant's chief financial officer and audited financials, then the amount of the Cash Security Deposit or the face amount of the Letter of Credit, as applicable, may be reduced by Tenant to $102,552.66 at the commencement of the fourth (4th) Rent Year (it being understood and agreed that if Tenant cures any default prior to the expiration of the notice and/or cure periods set forth in Section 20.1 below, Tenant shall then be entitled to effectuate such reduction). Landlord shall, at no cost to Landlord, cooperate with Tenant and the issuer of the Letter of Credit in connection with such reduction, if applicable.

7.2 Application of Proceeds of Letter of Credit. Upon an Event of Default, or if any proceeding shall be instituted by or against Tenant pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganizations, arrangements, compositions or other relief from creditors (and, in the case of any proceeding instituted against it, if Tenant

shall fail to have such proceedings dismissed within thirty (30) days) or if Tenant is adjudged bankrupt or insolvent as a result of any such proceeding, or upon the end of the Term if there remains any uncured default of which Tenant shall have received notice, Landlord at its sole option may draw down all or a part of the Letter of Credit. The balance of any Letter of Credit cash proceeds shall be held in accordance with Section 7.5 below. Should the entire Letter of Credit, or any portion thereof, be drawn down by Landlord, Tenant shall, upon the written demand of Landlord, deliver a replacement Letter of Credit in the amount drawn, and Tenant's failure to do so within twenty (20) days after receipt of such written demand shall constitute an additional Event of Default hereunder. The application of all or any part of the cash proceeds of the Letter of Credit to any obligation or default of Tenant under this Lease shall not deprive Landlord of any other rights or remedies Landlord may have nor shall such application by Landlord constitute a waiver by Landlord.

7.3 Transfer of Letter of Credit. In the event that Landlord transfers its interest in the Premises, Tenant shall perform such acts and/or execute such documents as may be reasonably requested by Landlord, within ten (10) business days after such request and at no cost to Landlord, in order to name Landlord's successor as the beneficiary of the Letter of Credit. If Tenant fails to perform such acts and/or execute such documents within ten (10) business days after written notice from Landlord, Landlord shall have the right to draw down the entire amount of the Letter of Credit and hold the proceeds thereof in accordance with Section 7.5 below.

7.4 Credit of Issuer of Letter of Credit. In event of a material adverse change in the financial position of any bank or institution which has issued the Letter of Credit or any replacement Letter of Credit hereunder, Landlord reserves the right to require that Tenant change the issuing bank or institution to another bank or institution reasonably approved by Landlord. Tenant shall, within ten (10) business days after receipt of written notice from Landlord, which notice shall include the basis for Landlord's reasonable belief that there has been a material adverse change in the financial position of the issuer of the Letter of Credit, replace the then-outstanding letter of credit with a like Letter of Credit from another bank or institution reasonably approved by Landlord.

7.5 Security Deposit. Landlord shall hold the Cash Security Deposit and/or the balance of proceeds remaining after a draw (if any) on the Letter of Credit (each hereinafter referred to as the "**Security Deposit**") as security for Tenant's performance of all its Lease obligations. After an Event of Default, or upon the end of the Term if there remains any uncured default of which Tenant shall have received notice, Landlord may apply the Security Deposit, or any part thereof, to Landlord's damages without prejudice to any other Landlord remedy. Should Landlord apply all or any portion of the Security Deposit in accordance with the terms of this Lease during the Term of the Lease, Tenant shall, upon the written demand of Landlord, either (a) deliver cash in the amount applied, or (b) deliver a replacement Letter of Credit in the form and amount required hereunder (upon receipt of such replacement Letter of Credit, Landlord shall return the then-existing Security Deposit to Tenant). Tenant's failure to deliver such cash or replacement Letter of Credit within twenty (20) days after receipt of written demand shall constitute an additional Event of Default hereunder. Landlord has no obligation to pay interest on the Security Deposit and may co-mingle the Security Deposit with Landlord's funds. If Landlord conveys its interest under this Lease, the Security Deposit, or any part not applied

previously, shall be turned over to the grantee in which case Tenant shall look solely to the grantee for the proper application and return of the Security Deposit.

7.6 Return of Security Deposit or Letter of Credit. Should Tenant comply with all of such terms, covenants and conditions and promptly pay all sums payable by Tenant to Landlord hereunder, the Security Deposit and/or Letter of Credit or the remaining proceeds therefrom, as applicable, shall be returned to Tenant within sixty (60) days after the end of the Term, less any portion thereof which may have been utilized by Landlord to cure any default or applied to any actual damage suffered by Landlord as a result of Tenant's default.

8. INTENTIONALLY OMITTED

9. UTILITIES, HVAC; WASTE.

9.1 Electricity. Commencing on the Term Commencement Date, Tenant shall pay all charges for electricity furnished to the Premises and/or any equipment exclusively serving the same as additional rent as provided hereafter. Such charges shall be based in part on (a) reasonable estimates by Landlord based on percentage of air flow used by Tenant (measured through Landlord's Building energy management system) as to equipment in the Building serving the Building, Tenant and other tenants, to be separately billed by Landlord, (b) metering equipment installed as part of Landlord's Work, as to other electricity used in the Premises, which Tenant shall pay directly to the supplier, and (c) if applicable, such other metering equipment, if any, approved by Landlord in its reasonable discretion. Landlord shall, at Tenant's sole cost and expense, maintain and keep in good order, condition and repair all such metering equipment. Tenant shall pay the full amount of any charges attributable to such meter on or before the due date therefor either to Landlord or directly to the supplier thereof, at Landlord's election.

9.2 Water. Commencing on the Term Commencement Date, Tenant shall pay all water and sewer charges for water furnished to the Premises and/or any equipment exclusively serving the same as additional rent. Such charges shall be reasonably estimated by Landlord based on the percentage of air flow used by Tenant (measured through Landlord's Building energy management system). Landlord shall, at Tenant's sole cost and expense, maintain and keep in good order, condition and repair all such metering equipment. Tenant shall pay the full amount of any charges attributable to such meter on or before the due date therefor to Landlord.

9.3 Gas. Commencing on the Term Commencement Date, Tenant shall pay all charges for natural gas service furnished to the Premises and/or any equipment exclusively serving the same as additional rent as provided hereafter. Such charges shall be based in part on (a) reasonable estimates by Landlord based on percentage of air flow used by Tenant (measured through Landlord's Building energy management system) as to equipment in the Building serving the Building, Tenant, and other tenants, to be separately billed by Landlord, and (b) metering equipment installed as part of Landlord's Work, as to natural gas used in the Premises, which Tenant shall pay directly to the supplier, and (c) if applicable, such other metering equipment, if any, approved by Landlord in its reasonable discretion. Tenant shall pay the full amount of any charges attributable to such meter on or before the due date therefor directly to the supplier thereof.

9.4 HVAC. Consistent with the levels provided by Class A laboratory/R&D/office buildings in the East Cambridge/Cambridgeport area, Landlord shall provide to the Common Areas and the Premises on a twenty-four (24) hours per day, seven (7) days per week basis (i) heat 365 days/year and (ii) air conditioning during the normal cooling season; provided, however, that Landlord will provide air conditioning at such other times as reasonably requested by Tenant and (iii) general exhaust/ventilation. Excluded from such services are air conditioning requirements for (A) personal computers in excess of an average of one personal computer per person in occupancy of the Premises, or (B) exceptional office machinery. It is expressly acknowledged and agreed that Tenant shall be solely responsible for specialty exhaust required for the Premises (if any), including without limitation exhaust for H2 rooms, radiation hoods and isotope hoods, vivarium, chemical storage rooms which require Class I, Division II classification, if any, and any other special Tenant equipment. Whenever the air conditioning systems are in operation, Tenant agrees to use reasonable efforts to lower and close the blinds or drapes when necessary because of the sun's position, and to cooperate fully with Landlord with regard to, and to abide by all reasonable regulations and requirements applicable to the Building which Landlord may prescribe for the proper functioning and protection of the air conditioning systems and of which Tenant has received written notice.

9.5 Other Utilities; Utility Information. Subject to Landlord's reasonable rules and regulations governing the same, Tenant shall obtain and pay, as and when due, for all other utilities and services consumed in and/or furnished to the Premises, together with all taxes, penalties, surcharges and maintenance charges pertaining thereto. Within ten (10) business days after Landlord's request from time to time, Tenant shall provide Landlord with reasonably detailed information regarding tenant's utility usage in the Premises.

9.6 Interruption or Curtailment of Utilities.

(a) When necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements which in the reasonable judgment of Landlord are desirable or necessary to be made, Landlord reserves the right, upon as much prior notice to Tenant as is practicable under the circumstances and no less than twenty-four (24) hours' notice except in the event of an emergency, to interrupt, curtail, or stop (i) the furnishing of hot and/or cold water, and (ii) the operation of the plumbing and electric systems. Notwithstanding the foregoing,. Landlord shall provide Tenant with at least five (5) business days' notice of any such planned interruption or suspension. Landlord shall exercise reasonable diligence to mitigate and/or eliminate the cause of any such interruption, curtailment, stoppage or suspension, but, subject to Section 9.6(b) below, there shall be no diminution or abatement of Rent or other compensation due from Landlord to Tenant hereunder, nor shall this Lease be affected or any of Tenant's obligations hereunder reduced, and Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems.

(b) Notwithstanding anything to the contrary in this Lease contained, if the Premises shall lack any service which Landlord is required to provide hereunder, or if Tenant's use and occupancy of the Premises or any part thereof shall be disturbed in violation of Section 23 hereof (thereby rendering the Premises or a portion thereof substantially untenantable) such that, for the duration of the Landlord Service Interruption Cure Period (hereinafter defined), the continued operation in the ordinary course of Tenant's business in any portion of the Premises is

materially and adversely affected, and if Tenant ceases to use the affected portion of the Premises (the "**Affected Portion**") during the period of untenantability as the direct result of such lack of service or disturbance, then, provided that Tenant ceases to use the Affected Portion during the entirety of the Landlord Service Interruption Cure Period and that such untenantability and Landlord's inability to cure such condition is not caused by the fault or neglect of any of the Tenant Parties, Base Rent shall thereafter be abated in proportion to such untenantability until the day such condition is completely corrected. For purposes hereof, the "**Landlord Service Interruption Cure Period**" shall be defined as seven (7) consecutive business days after Landlord's receipt of written notice from Tenant of the condition causing untenantability in the Affected Portion. The provisions of this Section 9.6(b) shall not apply in the event of Casualty or Taking, or in the event of untenantability caused by causes beyond Landlord's control or if Landlord is unable to cure such condition as the result of causes beyond Landlord's control.

9.7 Telecommunications Providers. Notwithstanding anything to the contrary herein or in this Lease contained, Landlord has no obligation to allow any particular telecommunications service provider to have access to the Building or to Premises other than Verizon and LightTower (collectively, the "**Approved Providers**"). If Landlord permits such access, Landlord may condition such access upon (a) the execution of Landlord's standard telecommunications agreement (which shall include a provision requiring the payment of fair market rent for any space in the Property dedicated, licensed and/or leased to such provider), and (b) the payment to Landlord by Tenant or the service provider of any costs incurred by Landlord in facilitating such access. Subject to the preceding sentence, Landlord's consent to providing access to the Building to any service provider other than the Approved Providers shall not be unreasonably withheld, conditioned or delayed provided such access does not require any street opening permits or approvals (unless otherwise agreed to by the City of Cambridge) or would unreasonably interfere with the use of the Common Areas.

9.8 Landlord's Services. Subject to reimbursement pursuant to Section 5.2 above, Landlord shall provide the services described in Exhibit 8 attached hereto and made a part hereof ("**Landlord's Services**").

10. MAINTENANCE AND REPAIRS.

10.1 Maintenance and Repairs by Tenant. Tenant shall keep the Premises (including, without limitation, doors and door frames and plate glass (provided that Landlord shall have the right to repair plate glass at Tenant's cost)) neat and clean and free of insects, rodents, vermin and other pests and in such good repair, order and condition as the same are in on the Term Commencement Date or in such better condition as the Premises may be put in during the Term, reasonable wear and tear and damage by Casualty excepted. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the proper maintenance of all building systems, sanitary, electrical, heating, air conditioning, plumbing, security or other systems and of all equipment and appliances to the extent installed and/or operated by Tenant and/or exclusively serving the Premises. Tenant agrees to provide regular maintenance by contract with a reputable qualified service contractor for the heating and air conditioning equipment exclusively servicing the Premises, if any. Such maintenance contract and contractor shall be subject to Landlord's reasonable approval. Tenant, at Landlord's request, shall at reasonable intervals provide Landlord with copies of such contracts and maintenance and repair records and/or reports.

10.2 Maintenance and Repairs by Landlord. Except as otherwise provided in Section 15, and subject to Tenant's obligations in Section 10.1 above, Landlord shall keep and maintain the roof, Building structure, exterior window frames, structural floor slabs and columns, all common sanitary, electrical, heating, air conditioning, plumbing, security and other common Building systems (such as the common boiler, central vacuum, ROD1 and shared waste neutralization systems) and all common equipment and appliances serving the Property in good repair, order and condition. In addition, Landlord shall operate and maintain the Common Areas in substantially the same manner as other first-class combination office, R&D and laboratory facilities in the East Cambridge/Cambridgeport area.

10.3 Accidents to Sanitary and Other Systems. Tenant shall give to Landlord prompt notice of any fire or accident in the Premises or in the Building and of any damage to, or defective condition in, any part or appurtenance of the Building including, without limitation, sanitary, electrical, ventilation, heating and air conditioning or other systems located in, or passing through, the Premises. Except as otherwise provided in Section 15, and subject to Tenant's obligations in Section 10.1 above, such damage or defective condition shall be remedied by Landlord with reasonable diligence, but, subject to Section 14.5 below, if such damage or defective condition was caused by any of the Tenant Parties, the cost to remedy the same shall be paid by Tenant.

10.4 Floor Load—Heavy Equipment. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by Legal Requirements. Landlord reserves the right to prescribe the weight and position of all safes, heavy machinery, heavy equipment, freight, bulky matter or fixtures (collectively, "**Heavy Equipment**"), which shall be placed so as to distribute the weight. Heavy Equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance. Tenant shall not move any Heavy Equipment into or out of the Building without giving Landlord prior written notice thereof and observing all of Landlord's Rules and Regulations with respect to the same. If such Heavy Equipment requires special handling, Tenant agrees to employ only persons holding a Master Rigger's License to do said work, and that all work in connection therewith shall comply with Legal Requirements. Any such moving shall be at the sole risk and hazard of Tenant and Tenant will defend, indemnify and save Landlord and Landlord's agents (including without limitation its property manager), contractors and employees (collectively with Landlord, the "**Landlord Parties**") harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) (collectively, "**Claims**") resulting directly or indirectly from such moving except to the extent resulting from the negligence or willful misconduct of any of the Landlord Parties. Proper placement of all Heavy Equipment in the Premises shall be Tenant's responsibility.

11. ALTERATIONS AND IMPROVEMENTS BY TENANT.

11.1 Landlord's Consent Required. Tenant shall not make any alterations, installations, removals, additions or improvements (collectively, "**Alterations**") in or to the Premises without Landlord's prior written approval of the contractor(s), written plans and specifications, a time schedule therefor and the items listed in Exhibit 5 attached hereto and

made a part hereof. For purposes of this Lease, Landlord's Work is not an Alteration. Landlord reserves the right to require that Tenant use Landlord's preferred vendor(s) for any Alterations that involve roof penetrations, alarm tie-ins, sprinklers, fire alarm and other life safety equipment. Tenant shall not make any amendments or additions to plans and specifications approved by Landlord without Landlord's prior written consent. Landlord's approval of non-structural Alterations shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord may withhold its consent in its sole discretion (a) to any Alteration to or affecting the Surrendered Lab Benches (hereinafter defined), fume hoods, roof and/or Building systems (except that Landlord's consent to Tenant's reconfiguration of the cabinets and/or drawers located beneath each Surrendered Lab Bench to accommodate the user's seating position shall not be unreasonably withheld, conditioned or delayed), (b) with respect to matters of aesthetics relating to Alterations to or affecting the exterior of the Building, and (c) to any Alteration affecting the Building structure. Notwithstanding the foregoing, Landlord's consent shall not be required (but the applicable Exhibit 5 items shall be provided if reasonably required by Landlord) with respect to Alterations that are purely decorative in nature nor with respect to non-structural Alterations that do not trigger any requirement for Alterations outside the Premises and which cost less than $25,000 in any one instance (and $75,000 in the aggregate per year) so long as such Alterations do not materially adversely affect the roof, Building systems or Building exterior (each, a "**Permitted Alteration**"), provided Tenant shall provide Landlord with reasonably detailed prior written notice thereof. Tenant shall be responsible for all elements of the design of Tenant's plans (including, without limitation, compliance with Legal Requirements, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design. Landlord shall have no liability or responsibility for any Claim alleged to have been caused by the particular materials (whether building standard or non-building standard), appliances or equipment selected by Tenant (and not required by Landlord) in connection with any work performed by or on behalf of Tenant. Except as otherwise expressly set forth herein, all Alterations shall be done at Tenant's sole cost and expense and at such times and in such manner as Landlord may from time to time reasonably designate. If Tenant shall make any Alterations, then Landlord may elect (not later than the time of Landlord's approval thereof (or as soon as reasonably possible and in any event within thirty (30) days after receipt of reasonably detailed notice regarding any Permitted Alteration)) to require Tenant at the expiration or sooner termination of the Term to restore the Premises to substantially the same condition as existed immediately prior to the Alterations. Tenant shall provide Landlord with reproducible record drawings (in CAD format) of all Alterations (other than purely decorative Alterations) within sixty (60) days after completion thereof.

11.2 Supervised Work. Landlord and Tenant recognize that to the extent Landlord permits Tenant to perform any Alterations outside the Premises and/or affecting the Building systems, or if required by Legal Requirements, Landlord will need to make arrangements to have supervisory personnel on site. Accordingly, Landlord and Tenant agree as follows: Tenant shall give Landlord at least two (2) business days' prior written notice of any time outside of normal construction hours when Tenant intends to perform portions of Alterations (the "**Supervised Work**"). Tenant shall reimburse Landlord, within thirty (30) days after demand therefor, for the reasonable cost of Landlord's supervisory personnel overseeing the Supervised Work.

11.3 Harmonious Relations. Tenant agrees that it will not, either directly or indirectly, use any contractors and/or materials if their use will create any difficulty, whether in the nature of a labor dispute or otherwise, with other contractors and/or labor engaged by Tenant or Landlord or others in the construction, maintenance and/or operation of the Building, the Property or any part thereof. In the event of any such difficulty, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such difficulty to leave the Property immediately.

11.4 Liens. No Alterations shall be undertaken by Tenant until Tenant has made provision for written waiver of liens from all contractors for such Alteration and taken other appropriate protective measures approved and/or required by Landlord. Tenant shall either: (a) demonstrate to Landlord, to Landlord's reasonable satisfaction, that Tenant is able to pay for the cost of such Alteration, or (b) provide to Landlord security, in form and amount reasonably satisfactory to Landlord (such as a letter of credit, escrowed funds, payment, performance and lien bonds or a guaranty), securing Tenant's obligation to pay for the entire cost of such Alteration. Any mechanic's lien filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within ten (10) business days after Tenant's receipt of notice thereof, at Tenant's expense by filing the bond required by law or otherwise.

11.5 General Requirements. Unless Landlord and Tenant otherwise agree in writing, Tenant shall (a) obtain Landlord's written approval of any and all building permit applications relating to Alterations (including without limitation Permitted Alterations) to the Premises prior to submission thereof; (b) procure or cause others to procure on its behalf all necessary permits before undertaking any Alterations in the Premises (and provide copies thereof to Landlord); (c) perform all of such Alterations in a good and workmanlike manner, employing materials of good quality and in compliance with Landlord's reasonable construction rules and regulations, all insurance requirements of this Lease, and Legal Requirements; and (d) defend, indemnify and hold the Landlord Parties harmless from and against any and all Claims occasioned by or growing out of such Alterations except to the extent resulting from the negligence or willful misconduct of any of the Landlord Parties. Tenant shall cause contractors employed by Tenant to (i) carry Worker's Compensation Insurance in accordance with statutory requirements, (ii) carry Automobile Liability Insurance and Commercial General Liability Insurance (A) naming Landlord as an additional insured, and (B) covering such contractors on or about the Premises in the amounts stated in Section 14 hereof or in such other reasonable amounts as Landlord shall require, and (iii) submit certificates of insurance evidencing such coverage to Landlord prior to the commencement of any such Alterations. In addition, if construction during normal business hours unreasonably disturbs other tenants of the Property, in Landlord's sole discretion, Landlord may require Tenant to stop the performance of Alterations during normal business hours and to perform the same after hours.

12. SIGNAGE.

12.1 Restrictions. Tenant shall have the right to install Building standard signage identifying Tenant's business at the entrance to the Premises, which signage shall be subject to Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed so long as the same complies with Landlord's then-current signage guidelines for the

Building). Subject to the foregoing, Tenant shall not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the interior visible from the exterior thereof, any sign, banner, advertising matter or any other thing of any kind (including, without limitation, any hand-lettered advertising), and shall not place or maintain any decoration, letter or advertising matter on the glass of any exterior window or door of the Premises without first obtaining Landlord's written approval. No signs or blinds may be put on or in any exterior window or elsewhere if visible from the exterior of the Building. Landlord shall provide Tenant with building standard blinds for each window within the Premises and Tenant shall install the same at Tenant's sole cost and expense. Tenant may not remove the building standard blinds without Landlord's prior written consent. Tenant may hang its own drapes, provided that they shall not in any way interfere with any building standard drapery or blinds provided by Landlord or be visible from the exterior of the Building, and that such drapes are so hung and installed that, when drawn, the building standard drapery or blinds are automatically also drawn.

12.2 Building Directory. Landlord shall list Tenant within the directory in the Building lobby at Landlord's sole cost and expense. Subject to reasonable limits on the number of lines on the directory Landlord can provide and all such additional signage in the lobby directory, Landlord shall add the names of any approved subtenants or licensees occupying any portion of the Premises at Tenant's sole cost and expense.

12.3 Monument Sign. Subject to the issuance of applicable permits and approvals and subject further to Legal Requirements, Landlord intends to install a monument sign on the Property on which Landlord shall list Tenant's name (as well as the names of other tenants or occupants of the Building). Such listing shall comply with Landlord's then-current signage guidelines for the Property.

13. ASSIGNMENT, MORTGAGING AND SUBLETTING.

13.1 Landlord's Consent Required. Tenant shall not, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, mortgage or otherwise encumber this Lease or the Premises in whole or in part. Except as expressly otherwise set forth in this Section 13, Tenant shall not, without Landlord's prior written consent, which consent shall be granted or withheld in accordance with Section 13.3 below, assign, sublet, mortgage, license, transfer or encumber this Lease or the Premises in whole or in part whether by changes in the ownership or control of Tenant, or any direct or indirect owner of Tenant, whether at one time or at intervals, by sale or transfer of stock, partnership or beneficial interests, operation of law or otherwise, or permit the occupancy of all or any portion of the Premises by any person or entity other than Tenant's employees (each of the foregoing, a "**Transfer**"). Any purported Transfer made without Landlord's consent, if required hereunder, shall be void and confer no rights upon any third person, provided that if there is a Transfer, Landlord may collect rent from the transferee without waiving the prohibition against Transfers, accepting the transferee, or releasing Tenant from full performance under

this Lease. In the event of any Transfer in violation of this Section 13, Landlord shall have the right to terminate this Lease upon thirty (30) days' written notice to Tenant given within sixty (60) days after receipt of written notice from Tenant to Landlord of any Transfer, or within one (1) year after Landlord first learns of the Transfer if no notice is given, if, in either case, Tenant fails to rescind such Transfer within thirty (30) days after Landlord notifies Tenant of Landlord's intention to

terminate this Lease. No Transfer shall relieve Tenant of its primary obligation as party Tenant hereunder, nor shall it reduce or increase Landlord's obligations under this Lease. Notwithstanding anything to the contrary set forth herein, (a) so long as Tenant is a publicly traded company on a nationally recognized stock exchange in the United States of America, no sale of Tenant's stock shall be deemed a Transfer, and (b) the infusion of additional equity capital in Tenant, or an initial public offering of equity securities of Tenant under the Securities Act of 1933, as amended, which results in Tenant's stock being traded on a national securities exchange, shall not be deemed a Transfer.

13.2 Landlord's Recapture Right.

(a) Subject to Section 13.7 below, Tenant shall, prior to offering or advertising fifty percent (50%) or more of the Premises (individually or in the aggregate with other license(s), sublease(s) or other occupancy agreement(s) then in effect) for a Transfer, give a written notice (the "**Recapture Notice**") to Landlord which: (i) states that Tenant desires to make a Transfer, (ii) identifies the affected portion of the Premises (the "**Recapture Premises**"), (iii) identifies the period of time (the "**Recapture Period**") during which Tenant proposes to sublet the Recapture Premises, or indicates that Tenant proposes to assign its interest in this Lease, and (iv) offers to Landlord to terminate this Lease with respect to the Recapture Premises (in the case of a proposed assignment of Tenant's interest in this Lease or a subletting for the remainder of the term of this Lease) or to suspend the Term for the Recapture Period (i.e. the Term with respect to the Recapture Premises shall be terminated during the Recapture Period and Tenant's rental obligations shall be proportionately reduced). Landlord shall have fifteen (15) business days within which to respond to the Recapture Notice. If Landlord does not respond within such 15-business day period, Landlord shall be deemed to have refused the offer contained in the Recapture Notice.

(b) If Tenant does not enter into a Transfer on the terms and conditions contained in the Recapture Notice on or before the date which is one hundred eighty (180) days after the earlier of: (x) the expiration of the 15-business day period specified in Section 13.2(a) above, or (y) the date that Landlord notifies Tenant in writing that Landlord will not accept Tenant's offer contained in the Recapture Notice, *time being of the essence*, then prior to entering into any Transfer after such 180-day period, Tenant must deliver to Landlord a new Recapture Notice in accordance with Section 13.2(a) above.

(c) Notwithstanding anything to the contrary contained herein, if Landlord notifies Tenant that it accepts the offer contained in the Recapture Notice or any subsequent Recapture Notice, Tenant shall have the right, for a period of fifteen (15) days following receipt of such notice from Landlord, *time being of the essence*, to notify Landlord in writing that it wishes to withdraw such offer and this Lease shall continue in full force and effect.

13.3 Standard of Consent to Transfer. If Landlord does not timely give written notice to Tenant accepting a Recapture Offer or declines to accept the same, then Landlord agrees that, subject to the provisions of this Section 13, Landlord shall not unreasonably withhold, condition or delay its consent to a Transfer to an entity which will use the Premises for the Permitted Uses and, in Landlord's reasonable opinion: (a) has a tangible net worth and other financial indicators reasonably sufficient to meet the Transferee's obligations under the Transfer

instrument in question; (b) has a business reputation compatible with the operation of a first-class combination laboratory, research, development and office building in the East Cambridge/Cambridgeport area; and (c) such entity's intended use of the Premises does not violate any exclusive or restrictive use provisions of any leases then in effect with respect to space in the Building; provided, however, if there shall be, at the time that Landlord is otherwise required to provide its consent, an event which, with the passage of time and/or the giving of notice, would constitute an Event of Default, then it shall be reasonable for Landlord to condition its consent to the Transfer in question on Tenant's cure of such default prior to the expiration of applicable cure periods set forth in Section 20.1.

13.4 Listing Confers no Rights. The listing of any name other than that of Tenant, whether on the doors of the Premises or on the Building directory, or otherwise, shall not operate to vest in any such other person, firm or corporation any right or interest in this Lease or in the Premises or be deemed to effect or evidence any consent of Landlord, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

13.5 Profits In Connection with Transfers. Tenant shall, within thirty (30) days of Tenant's actual receipt thereof, pay to Landlord fifty percent (50%) of Net Rent (hereinafter defined) in excess of Rent hereunder as if such amount were originally called for by the terms of this Lease as additional rent. "**Net Rent**" shall mean any rent, sum or other consideration paid or given to Tenant in connection with any Transfer other than a Transfer to a Successor, either initially or over time, minus (a) the reasonable actual out-of-pocket expenses incurred by Tenant in connection with such Transfer (including without limitation legal, marketing and brokerage expenses and the cost of improvements paid for by Tenant in connection therewith), (b) any unamortized portion of Landlord's Work paid for by Tenant, and (c) any unamortized portion of the reasonable actual out-of-pocket costs incurred by Tenant in connection with Alterations made prior to such Transfer.

13.6 Prohibited Transfers. Notwithstanding any contrary provision of this Lease, Tenant shall have no right to make a Transfer unless on both (i) the date on which Tenant notifies Landlord of its intention to enter into a Transfer and (ii) the date on which such Transfer is to take effect, there is not an Event of Default. Notwithstanding anything to the contrary contained herein, Tenant agrees that in no event shall Tenant make a Transfer to (a) any government agency; (b) any tenant, subtenant or occupant of other space in the Building (other than Affiliated Entities or Successors) if Landlord has comparable space in the Building available for lease; or (c) any entity with whom Landlord shall have negotiated for space in the Property in the three (3) months immediately preceding such proposed Transfer.

13.7 Exceptions to Requirement for Consent. Notwithstanding anything to the contrary herein contained, Tenant shall have the right, without obtaining Landlord's consent and without giving Landlord a Recapture Notice, to (a) make a Transfer to an Affiliated Entity (hereinafter defined), and (b) assign Tenant's interest in this Lease to a Successor, provided that prior to or simultaneously with any such Transfer, such Affiliated Entity or Successor, as the case may be, and Tenant execute and deliver to Landlord an assignment and assumption agreement in form and substance reasonably acceptable to Landlord whereby such Affiliated Entity or Successor, as the case may be, shall agree to be independently bound by and upon all

the covenants, agreements, terms, provisions and conditions set forth in the Lease on the part of Tenant to be performed, and whereby such Affiliated Entity or Successor, as the case may be, shall expressly agree that the provisions of this Section 13 shall, notwithstanding such Transfer, continue to be binding upon it with respect to all future Transfers. For the purposes hereof, an "**Affiliated Entity**" shall be defined as any entity which is controlled by, is under common control with, or which controls Tenant (with "control" in this context meaning the power to direct the management and policies of the entity in question, directly or indirectly, through the exercise of voting rights, by contract, or otherwise). For the purposes hereof, a "**Successor**" shall be defined as any entity into or with which Tenant is merged or with which Tenant is consolidated or which acquires all or substantially all of Tenant's stock or assets, provided that the surviving entity shall have a net worth no less than the net worth of Tenant immediately prior to such assignment. Notwithstanding the provisions of this Section 13.7, no transaction or series of transactions which are effected solely for the purpose of qualifying as a transaction which does not require Landlord's consent (i.e. and thereby avoiding the operation of the provisions of this Article 13) shall be permitted pursuant to this Section 13.7.

14. INSURANCE; INDEMNIFICATION; EXCULPATION.

14.1 Tenant's Insurance.

(a) Tenant shall procure, pay for and keep in force throughout the Term (and for so long thereafter as Tenant remains in occupancy of the Premises) commercial general liability insurance insuring Tenant on an occurrence basis against all claims and demands for personal injury liability (including, without limitation, bodily injury, sickness, disease, and death) or damage to property which may be claimed to have occurred from and after the time any of the Tenant Parties shall first enter the Premises, of not less than Two Million Dollars ($2,000,000) per occurrence, Three Million Dollars ($3,000,000) aggregate, and from time to time thereafter shall be not less than such higher amounts, if procurable, as may be reasonably required by Landlord. Tenant shall also carry umbrella liability coverage in an amount of no less than Five Million Dollars ($5,000,000). Such policy shall also include contractual liability coverage covering Tenant's liability assumed under this Lease, including without limitation Tenant's indemnification obligations. Such insurance policy(ies) shall name Landlord, Landlord's managing agent and such other persons/entities designated by Landlord in writing, if any, as additional insureds.

(b) Tenant shall take out and maintain throughout the Term a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring (i) all items or components of Tenant's Alterations (collectively, the "**Tenant-Insured Improvements**"), and (ii) Tenant's furniture, equipment, fixtures and property of every kind, nature and description related or arising out of Tenant's leasehold estate hereunder, which may be in or upon the Premises or the Building (collectively, "**Tenant's Property**"). Such insurance shall insure the interests of both Landlord and Tenant as their respective interests may appear from time to time.

(c) Tenant shall take out and maintain a policy of business interruption insurance throughout the Term sufficient to cover at least twelve (12) months of Rent due hereunder and Tenant's business losses during such 12-month period.

(d) Tenant shall procure and maintain at its sole expense such additional insurance as may be necessary to comply with any Legal Requirements.

(e) During periods when any Alterations are being performed, Builders Risk Insurance.

(f) The insurance required pursuant to Sections 14.1(a), (b), (c), (d) and (e) (collectively, "**Tenant's Insurance Policies**") shall be effected with insurers approved by Landlord, with a rating of not less than "A-XI" in the current *Best's Insurance Reports*, and authorized to do business in the Commonwealth of Massachusetts under valid and enforceable policies. Tenant's Insurance Policies shall each provide that it shall not be canceled or modified without at least thirty (30) days' prior written notice to each insured named therein (except that ten (10) days' prior written shall be provided in the event of cancellation for non-payment of premium). Tenant's Insurance Policies may include deductibles in an amount no greater than the greater of $25,000 or commercially reasonable amounts. On or before the date on which any of the Tenant Parties shall first enter the Premises and thereafter not less than fifteen (15) days prior to the expiration date of each expiring policy, Tenant shall deliver to Landlord certificates of insurance evidencing the requirements hereof. In the event of any claim, and upon Landlord's request, Tenant shall deliver to Landlord complete copies of Tenant's Insurance Policies. Upon request of Landlord, Tenant shall deliver to any Mortgagee copies of the foregoing documents.

14.2 Indemnification.

(a) Except to the extent caused by the negligence or willful misconduct of any of the Landlord Parties, Tenant shall defend, indemnify and save the Landlord Parties harmless from and against any and all Claims asserted by or on behalf of any person, firm, corporation or public authority arising from:

(i) Tenant's breach of any covenant or obligation under this Lease;

(ii) Any injury to or death of any person, or loss of or damage to property, sustained or occurring in, upon, at or about the Premises;

(iii) Any injury to or death of any person, or loss of or damage to property arising out of the use or occupancy of the Premises by or the negligence or willful misconduct of any of the Tenant Parties; and (iv) On account of or based upon any work or thing whatsoever done (other than by Landlord or any of the Landlord Parties) at the Premises during the Term and during the period of time, if any, prior to the Term Commencement Date that any of the Tenant Parties may have been given access to the Premises.

(b) Except to the extent caused by the negligence or willful misconduct of any of the Tenant Parties, Landlord shall defend, indemnify and save Tenant harmless from and against any and all Claims asserted by or on behalf of any person, firm, corporation or public authority arising from (i) Landlord's breach of any covenant or obligation under this Lease, or (ii) any injury to or death of any person, or loss of or damage to property arising out of the negligence or willful misconduct of any of the Landlord Parties.

14.3 Property of Tenant. Tenant covenants and agrees that, to the maximum extent permitted by Legal Requirements, all of Tenant's Property at the Premises shall be at the sole risk and hazard of Tenant, and that if the whole or any part thereof shall be damaged, destroyed, stolen or removed from any cause or reason whatsoever, no part of said damage or loss shall be charged to, or borne by, Landlord, except, subject to Section 14.5 hereof, to the extent such damage or loss arises out of the negligence or willful misconduct of any of the Landlord Parties.

14.4 Limitation of Landlord's Liability for Damage or Injury. Landlord shall not be liable for any injury or damage to persons, animals, or property resulting from fire, explosion, falling plaster, steam, gas, air contaminants or emissions, electricity, electrical or electronic emanations or disturbance, water, rain or snow or leaks from any part of the Building or from the pipes, appliances, equipment or plumbing works or from the roof, street or sub-surface or from any other place or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature, except to the extent caused by or arising out of the negligence or willful misconduct of any of the Landlord Parties. If Tenant knows of any such condition, Tenant shall notify Landlord in writing as soon as possible so as to enable Landlord to prevent such damage or loss. Tenant shall take all reasonably prudent measures and safeguards to prevent any injury, loss or damage to persons or property. Notwithstanding the foregoing, in no event shall any of the Landlord Parties be liable for any loss to the extent such loss is covered by insurance policies actually carried by Tenant or required by this Lease to be so carried by Tenant; nor shall any of the Landlord Parties be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public, or quasi-public work; nor shall any of the Landlord Parties be liable for any latent defect in the Premises or in the Building.

14.5 Waiver of Subrogation; Mutual Release. Landlord and Tenant each hereby waives on behalf of itself and its property insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against the other and its agents, officers, servants, partners, shareholders, or employees (collectively, the "**Related Parties**") for any loss or damage (excluding rights of recovery, claims, actions, and causes of action relating to damage to the roof of the Building caused by Tenant but including rights of recovery, claims, actions, and causes of action relating to damage to the roof of the Building caused by any Casualty (hereinafter defined)) that may occur to or within the Premises or the Building or any improvements thereto, or any personal property of such party therein which is insured against under any property insurance policy actually being maintained by the waiving party from time to time, even if not required hereunder, or which would be insured against under the terms of any insurance policy required to be carried or maintained by the waiving party hereunder, whether or not such insurance coverage is actually being maintained, including, in every instance, such loss or damage that may be caused by the negligence of the other party hereto and/or its Related Parties. Landlord and Tenant each agrees to cause appropriate clauses to be included in its property insurance policies necessary to implement the foregoing provisions.

14.6 Tenant's Acts—Effect on Insurance. Tenant shall not do or permit any Tenant Party to do any act or thing upon the Premises or elsewhere in the Building which will invalidate or be in conflict with any insurance policies or warranties covering the Building and the fixtures and property therein and of which Tenant has prior notice; and shall not do, or permit to be done, any act or thing upon the Premises which shall subject Landlord to any liability or responsibility

for injury to any person or persons or to property by reason of any business or operation being carried on upon said Premises or for any other reason. If by reason of the failure of Tenant to comply with the provisions hereof the insurance rate applicable to any policy of insurance shall at any time thereafter be higher than it otherwise would be, Tenant shall reimburse

Landlord for that part of any insurance premiums which shall have been charged because of such failure by Tenant within thirty (30) days after receipt of an invoice therefor.

14.7 Landlord's Insurance. Landlord shall obtain and maintain (or cause to be obtained and maintained) in force throughout the Term hereof, in a company or companies authorized to do business in the Commonwealth of Massachusetts: (a) property insurance on the Building (exclusive of Tenant's Property, Alterations and personal property of, and alterations by, other tenants or occupants), in an amount equal to the full replacement value of the Building (exclusive of foundations and those items set forth in the preceding parenthetical in this sentence), covering fire, vandalism, malicious mischief, extended coverage and so-called "all risk"; and (b) commercial general liability insurance against claims of bodily injury, personal injury and property damage liability arising out of Landlord's operation of the Building in such amount as a prudent owner of similar property would carry or as otherwise required by any Mortgagee. The foregoing insurance may be maintained in the form of a blanket policy covering the Building as well as other properties owned by Landlord and Landlord's affiliates. Notwithstanding the foregoing provisions of this Section 14.7, Landlord shall have the right to self-insure all or any portion of the coverages required by this Section 14.7 so long as (i) Landlord is, or is controlled by, Massachusetts Institute of Technology, or (ii) Landlord (or the parent entity controlling Landlord) has a tangible net worth equal to or greater than Five Hundred Million Dollars ($500,000,000); provided, however, if Landlord's parent entity, and not Landlord, meets such net worth test, Landlord's parent shall agree with Tenant to be responsible for such self-insurance and to be bound by the provisions of this Lease related thereto.

15. CASUALTY; TAKING.

15.1 Damage. If the Premises are damaged in whole or part because of fire or other insured casualty ("**Casualty**"), or if the Premises are subject to a taking in connection with the exercise of any power of eminent domain, condemnation, or purchase under threat or in lieu thereof (any of the foregoing, a "**Taking**"), then unless this Lease is terminated in accordance with Section 15.2 below, Landlord shall use diligent efforts to restore the Building and/or the Premises to substantially the same condition as existed immediately following completion of Landlord's Work, or in the event of a partial Taking which affects the Building and the Premises, restore the remainder of the Building and the Premises not so Taken to substantially the same condition as is reasonably feasible. Subject to rights of Mortgagees, Tenant Delays, Legal Requirements then in existence and to delays for adjustment of insurance proceeds or Taking awards, as the case may be, and instances of Landlord's Force Majeure, Landlord shall substantially complete such restoration within one (1) year after Landlord's receipt of all required permits therefor. Upon substantial completion of such restoration by Landlord, Tenant shall use diligent efforts to complete restoration of the Premises to substantially the same condition as existed immediately prior to such Casualty or Taking, as the case may be, as soon as reasonably possible. Tenant agrees, at no cost to Tenant, to cooperate with Landlord in such manner as Landlord may reasonably request to assist Landlord in collecting insurance proceeds due in connection with any Casualty which affects the Premises or the Building. In no event

shall Landlord be required to expend more than the Net (hereinafter defined) insurance proceeds Landlord receives for damage to the Premises and/or the Building or the Net Taking award attributable to the Premises and/or the Building. "**Net**" means the insurance proceeds or Taking award actually paid to Landlord (and not paid over to a Mortgagee) less all costs and expenses, including adjusters and attorney's fees, of obtaining the same. In the Operating Year in which a Casualty occurs, there shall be included in Operating Costs Landlord's deductible under its property insurance policy. Under no circumstances shall Landlord be required to repair any damage to, or make any repairs to or replacements of, any Tenant-Insured Improvements.

15.2 Termination Rights.

(a) Landlord's Termination Rights. Landlord may terminate this Lease upon thirty (30) days' prior written notice to Tenant if:

(i) any material portion of the Building or any material means of access thereto is taken;

(ii) more than thirty-five percent (35%) of the Building is damaged by Casualty; or (iii) if the estimated time to complete Landlord's restoration exceeds one (1) year from the date on which Landlord receives all required permits for such restoration.

(b) Tenant's Termination Right. If Landlord is so required but fails to complete restoration of the Premises within the time frames and subject to the conditions set forth in Section 15.1 above, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord; provided, however, that if Landlord completes such restoration within thirty (30) days after receipt of any such termination notice, such termination notice shall be null and void and this Lease shall continue in full force and effect. The remedies set forth in this Section 15.2(b) and in Section 15.2(c) below are Tenant's sole and exclusive rights and remedies based upon Landlord's failure to complete the restoration of the Premises as set forth herein.

(c) Either Party May Terminate. In the case of any Casualty or Taking affecting the Premises and occurring during the last twelve (12) months of the Term, then (i) if such Casualty or Taking results in more than twenty-five percent (25%) of the floor area of the Premises being unsuitable for the Permitted Uses, or (ii) the damage to the Premises costs more than $100,000 to restore, then either Landlord or Tenant shall have the option to terminate this Lease upon thirty (30) days' written notice to the other. In addition, if any Mortgagee does not release sufficient insurance proceeds to cover the cost of Landlord's restoration work and Landlord does not agree in writing to cover the difference, Landlord shall notify Tenant thereof and Landlord or Tenant may terminate this Lease by written notice to the other.

(d) Automatic Termination. In the case of a Taking of the entire Premises, then this Lease shall automatically terminate as of the date of possession by the Taking authority.

(e) Notwithstanding anything to the contrary contained herein, Tenant may not terminate this Lease pursuant to this Section 15 if the Casualty in question was caused by the willful misconduct of any of the Tenant Parties.

15.3 Taking for Temporary Use. If the Premises are Taken for temporary use, this Lease shall continue in full force and effect. For purposes hereof, a "**Taking for temporary use**" shall mean a Taking of ninety (90) days or less.

15.4 Disposition of Awards. Except for any separate award for Tenant's movable trade fixtures, relocation expenses, and unamortized leasehold improvements paid for by Tenant (provided that the same may not reduce Landlord's award), all Taking awards to Landlord or Tenant shall be Landlord's property without Tenant's participation, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant may pursue its own claim against the Taking authority.

15.5 Abatement. In the event of any Casualty or Taking affecting the Premises and/or all material means of access thereto, Base Rent and Tenant's regular monthly payments of additional rent on account of Operating Costs and Taxes shall be equitably abated for the period from the date of such Casualty or Taking until the earlier of (a) the date that Landlord substantially completes Landlord's restoration work (provided that if Landlord would have completed Landlord's restoration work at an earlier date but for delays caused by the acts or wrongful or negligent omissions of any of the Tenant Parties of which Tenant has prior notice, then the Premises shall be deemed to have been repaired and restored on such earlier date), or (b) the date Tenant or other occupant reoccupies any portion of the Premises for the conduct of its business (in which case the Base Rent and Additional Rent allocable to such reoccupied portion shall be payable by Tenant from the date of such occupancy). The reasonable determination of Landlord's architect of the date Landlord's restoration to the Premises shall have been substantially completed shall be controlling unless Tenant disputes same by notice to Landlord given within fifteen (15) days after receipt of written notice from Landlord setting forth such determination by Landlord, and pending resolution of such dispute, Tenant's obligation to re-commence the payment of Rent shall commence in accordance with Landlord's determination. In the event of a Taking where this Lease is not terminated, a just proportion of the Rent, based on the nature and extent of the interference with Tenant's business operations, shall be abated for the duration of the Taking.

16. ESTOPPEL CERTIFICATE. Each of Landlord and Tenant shall at any time and from time to time upon not less than ten (10) business days' prior notice from the other, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which Rent has been paid in advance, if any, stating whether or not the other party is, to the knowledge of the certifying party, in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default,

stating whether or not the certifying party is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default and such other facts as may be reasonably requested, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Building or of any interest of Landlord therein, any Mortgagee or prospective mortgagee thereof, any lessor or prospective lessor thereof, any lessee or prospective lessee thereof, or any prospective assignee of any mortgage thereof. *Time is of the essence with respect to any such requested certificate*, Tenant hereby

acknowledging the importance of such certificates in mortgage financing arrangements, prospective sales and the like.

17. HAZARDOUS MATERIALS.

17.1 Prohibition. Tenant shall not, without the prior written consent of Landlord, bring or permit to be brought or kept in or on the Premises or elsewhere in the Building or the Property (i) any inflammable, combustible or explosive fluid, material, chemical or substance (except for standard office supplies stored in proper containers); and (ii) any Hazardous Material (hereinafter defined), other than the types and quantities of Hazardous Materials which are listed on Exhibit 6 attached hereto ("**Tenant's Hazardous Materials**"), provided that the same shall at all times be brought upon, kept or used in so-called 'control rooms' and in accordance with all applicable Environmental Laws (hereinafter defined) and accepted environmental practice and (with respect to medical waste and so-called "biohazard" materials) accepted medical practice. Tenant shall be responsible for assuring that all laboratory uses are adequately and properly vented. On or before each anniversary of the Rent Commencement Date, and on any earlier date during the 12-month period on which Tenant intends to add a new Hazardous Material to, or materially increase the quantity of any Hazardous Material already on, the list of Tenant's Hazardous Materials, Tenant shall submit to Landlord an updated list of Tenant's Hazardous Materials for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right, from time to time, to inspect the Premises for compliance with the terms of this Section 17.1. Notwithstanding the foregoing, with respect to any of Tenant's Hazardous Materials which Tenant does not properly handle, store or dispose of in compliance with all applicable Environmental Laws (hereinafter defined), accepted environmental practice and (with respect to medical waste and so-called "biohazard materials) accepted medical practice, Tenant shall, upon written notice from Landlord, no longer have the right to bring such material into the Building or the Property until Tenant has demonstrated, to Landlord's reasonable satisfaction, that Tenant has implemented programs to thereafter properly handle, store or dispose of such material.

17.2 Environmental Laws. For purposes hereof, "**Environmental Laws**" shall mean all laws, statutes, ordinances, rules and regulations of any local, state or federal governmental authority having jurisdiction concerning environmental, health and safety matters, including but not limited to any discharge by any of the Tenant Parties into the air, surface water, sewers, soil or groundwater of any Hazardous Material (hereinafter defined) whether within or outside the Premises, including, without limitation (a) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., (b) the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (c) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., (d) the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601 et seq., and (e) Chapter 21E of the General Laws **of** Massachusetts. Tenant, at its sole cost and expense, shall comply with (i) all Environmental Laws, and (ii) any rules, requirements and safety procedures of the Massachusetts Department of Environmental Protection, the City of Cambridge and any insurer of the Building or the Premises with respect to Tenant's use, storage and disposal of any Hazardous Materials.

17.3 Hazardous Material Defined. As used herein, the term "**Hazardous Material**" means asbestos, oil or any hazardous, radioactive or toxic substance, material or waste or

petroleum derivative which is or becomes regulated by any Environmental Law. The term "**Hazardous Material**" includes, without limitation, oil and/or any material or substance which is (i) designated as a "hazardous substance," "hazardous material," "oil," "hazardous waste" or toxic substance under any Environmental Law.

17.4 Testing. If any Mortgagee or governmental authority requires testing to determine whether there has been any release of Hazardous Materials and such testing is required as a result of the acts or omissions of any of the Tenant Parties, then Tenant shall reimburse Landlord within thirty (30) days after demand, as additional rent, for the reasonable costs thereof. Tenant shall execute affidavits, certifications and the like, as may be reasonably requested by Landlord from time to time concerning Tenant's best knowledge and belief concerning the presence of Hazardous Materials in or on the Premises, the Building or the Property; provided, however, that no such requests shall pertain to periods of time prior to the Term Commencement Date.

17.5 Indemnity; Remediation.

(a) Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord Parties harmless from and against any and all Claims against any of the Landlord Parties arising out of contamination of any part of the Property or other adjacent property, which contamination arises as a result of: (i) the presence of Hazardous Material in the Premises, the presence of which is caused by any act or omission of any of the Tenant Parties, or (ii) from a breach by Tenant of its obligations under this Section 17, it being understood and agreed that direct damages may include, without limitation, (A) reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work or any other response action required by any federal, state or local governmental agency or political subdivision or any Environmental Law because of Hazardous Material present in the soil, soil vapor, or ground water on or under, or any indoor air in, the Building based upon the circumstances identified in the foregoing subsections (i) and (ii), (B) lost rental revenue resulting from the termination of this Lease or other leases in the Building or from abatements of rent granted during periods when the Building is partially or wholly untenantable or the business operations of tenants or other occupants of the Building are adversely affected as a result of the circumstances identified in the foregoing subsections (i) and (ii), (C) lost rental revenue during a reasonable period of time within which to relet any space in the Building that was the subject of leases terminated as a result of the circumstances identified in the foregoing subsections (i) and (ii), (D) commercially reasonable Reletting Costs with respect to space in the Building that was the subject of leases terminated as a result of the circumstances identified in the foregoing subsections (i) and (ii), and (E) reasonable costs and losses resulting from Landlord's inability to finance, refinance and/or sell all or any portion of Landlord's interest in the Property on commercially reasonable terms at any time as a direct result of the circumstances identified in the foregoing subsections (i) and (ii). This indemnification of the Landlord Parties by Tenant includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work or any other response action required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil, soil vapor, or ground water on or under, or any indoor air in, the Building based upon the circumstances identified in the first sentence of this Section 17.5. The indemnification and hold harmless obligations of Tenant under this Section

17.5 shall survive the expiration or any earlier termination of this Lease. Without limiting the foregoing, if the presence of any Hazardous Material in the Building or otherwise at the Property is caused by any of the Tenant Parties and results in any contamination of any part of the Property or any adjacent property, Tenant shall promptly take all actions at Tenant's sole cost and expense as are necessary to return the Property and/or the Building or any adjacent property to their condition as of the Execution Date, provided that Tenant shall first obtain Landlord's approval of such actions, which approval shall not be unreasonably withheld, conditioned or delayed so long as such actions, in Landlord's reasonable discretion, would not potentially have any adverse effect on the Property, and, in any event, Landlord shall not withhold its approval of any proposed actions which are required by applicable Environmental Laws.

(b) Without limiting the obligations set forth in Section 17.5(a) above, if any Hazardous Material is in, on, under, at or about the Building or the Property as a result of the acts or omissions of any of the Tenant Parties and results in any contamination of any part of the Property or any adjacent property that is in violation of any applicable Environmental Law or that requires the performance of any response action pursuant to any Environmental Law, Tenant shall promptly take all actions at Tenant's sole cost and expense as are necessary to reduce such Hazardous Material to amounts below any applicable Reportable Quantity, any applicable Reportable Concentration and any other applicable standard set forth in Environmental Laws such that no further response actions are required; provided that Tenant shall first obtain Landlord's written approval of such actions, which approval shall not be unreasonably withheld, conditioned or delayed so long as such actions would not be reasonably expected to have an adverse effect on the market value or use of the Property for the Permitted Uses, and in any event, Landlord shall not withhold its approval of any proposed actions which are required by applicable Environmental Laws (such approved actions, "**Tenant's Remediation**").

(c) In the event that Tenant fails to complete Tenant's Remediation prior to the end of the Term, then:

(i) until the completion of Tenant's Remediation (as evidenced by the certification of Tenant's Licensed Site Professional (as such term is defined by applicable Environmental Laws), who shall be reasonably acceptable to Landlord) (the "**Remediation Completion Date**"). Tenant shall pay to Landlord, with respect to the portion of the Premises which reasonably cannot be occupied by a new tenant until completion of Tenant's Remediation, (A) Additional Rent **on** account of Operating Costs and Taxes and (B) Base Rent in an amount equal to the greater of (1) the fair market rental value **of** such portion of the Premises (determined in substantial accordance with the process described in Section 1.2 above), and (2) Base Rent attributable to such portion of the Premises in effect immediately prior to the end of the Term; and

(ii) Tenant shall maintain responsibility for Tenant's Remediation and Tenant shall complete Tenant's Remediation as soon as reasonably practicable in accordance with all Environmental Laws. If Tenant does not diligently pursue completion of Tenant's Remediation, Landlord shall have the right to either (A) assume control for overseeing Tenant's Remediation, in which event Tenant shall pay all reasonable costs and expenses of Tenant's Remediation (it being understood and agreed that all costs and expenses of Tenant's Remediation incurred pursuant to contracts entered into by Tenant shall be deemed reasonable)

within thirty (30) days of demand therefor (which demand shall be made no more often than monthly), and Landlord shall be substituted as the party identified on any governmental filings as the party responsible for the performance of such Tenant's Remediation or (B) require Tenant to maintain responsibility for Tenant's Remediation, in which event Tenant shall complete Tenant's Remediation as soon as reasonably practicable in accordance with all Environmental Laws, it being understood that Tenant's Remediation shall not contain any requirement that Tenant remediate any contamination to levels or standards more stringent than those associated with the Property's current office, research and development, laboratory, and vivarium uses.

(d) The provisions of this Section 17.5 shall survive the expiration or earlier termination of this Lease.

17.6 Disclosures. Prior to bringing (a) any Hazardous Material added to the list of Tenant's Hazardous Materials in accordance with Section 17.1 into any part of the Property for the first time, and/or (b) a quantity of any of Tenant's Hazardous Material into any part of the Property that **is** materially greater than the quantity listed in Exhibit 6 for such Tenant's Hazardous Material, Tenant shall deliver to Landlord the following information with respect thereto to the extent that such information is not already on file with Landlord: (i) a description of handling, storage, use and disposal procedures; (ii) all plans or disclosures and/or emergency response plans which Tenant has prepared, including without limitation Tenant's Spill Response Plan, and all plans which Tenant is required to supply to any governmental agency or authority pursuant to any Environmental Laws; and (iii) other information reasonably requested by Landlord. Tenant shall promptly notify Landlord of any amendments to such procedures, plans, disclosures and/or response plans implemented by Tenant or required by Legal Requirements.

17.7 Removal. Tenant shall be responsible, at its sole cost and expense, for Hazardous Material and other biohazard disposal services for the Premises. Such services shall be performed by contractors reasonably acceptable to Landlord and on a sufficient basis to ensure that the Premises are at all times kept neat, clean and free of Hazardous Materials and biohazards except in appropriate, specially marked containers reasonably approved by Landlord. In addition, if any Legal Requirements or the trash removal company requires that any substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site.

18. RULES AND REGULATIONS.

18.1 Rules and Regulations. Tenant will faithfully observe and comply with all rules and regulations promulgated in writing from time to time with respect to the Building, the Property and construction within the Property (collectively, the "**Rules and Regulations**"). The current version of the Rules and Regulations is attached hereto as Exhibit 7. Landlord agrees to enforce the Rules and Regulations against all tenants unaffiliated with Landlord in a uniform and non-discriminatory manner. In the case of any conflict between the provisions of this Lease and any future rules and regulations of which Tenant has written notice, the provisions of this Lease shall control. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions in any other lease as against any other tenant and Landlord shall not be liable to Tenant for

violation of the same by any other tenant, its servants, employees, agents, contractors, visitors, invitees or licensees.

18.2 Energy Conservation. Notwithstanding anything to the contrary contained herein, Landlord may institute upon reasonable prior written notice to Tenant such policies, programs and measures as may be necessary, required, or expedient for the conservation and/or preservation of energy or energy services (collectively, the "**Conservation Program**"), provided however, that the Conservation Program does not, by reason of such policies, programs and measures, materially reduce the level of energy or energy services being provided to the Premises. Upon receipt of such notice, Tenant shall comply with the Conservation Program.

18.3 Recycling. Upon reasonable prior written notice, Landlord may establish reasonable policies, programs and measures for the recycling of paper, products, plastic, tin and other materials (a "**Recycling Program**"). Upon receipt of such notice, Tenant will comply with the Recycling Program at Tenant's sole cost and expense.

19. LAWS AND PERMITS.

19.1 Legal Requirements. Tenant shall be responsible at its sole cost and expense for complying with (and keeping the Premises in compliance with) all Legal Requirements which are applicable to Tenant's particular use or occupancy of, or Alterations made by or on behalf of Tenant to, the Premises. Tenant shall furnish all data and information to governmental authorities, with a copy to Landlord, as required in accordance with Legal Requirements as they relate to Tenant's use or occupancy of the Premises or the Building. If Tenant receives notice of any violation of Legal Requirements applicable to the Premises or the Building, it shall give prompt notice thereof to Landlord. Nothing contained in this Section 19.1 shall be construed to expand the uses permitted hereunder beyond the Permitted Uses. Landlord shall comply with any Legal Requirements and with any direction of any public office or officer relating to the maintenance or operation of the Building as a first class combination laboratory, research and development and office building, and the costs so incurred by Landlord shall be included in Operating Costs in accordance with the provisions of Section 5.2.

19.2 Required Permits. Tenant shall, at Tenant's sole cost and expense, use diligent good faith efforts to apply for, seek and obtain all necessary state and local licenses, permits and approvals needed for the operation of Tenant's business, but expressly excluding permits for which Landlord is responsible in accordance with Section 3 of this Lease (collectively, the "**Required Permits**"), on or before the Rent Commencement Date, *time being of the essence.* Tenant shall thereafter maintain all Required Permits and the permanent certificate of occupancy for the Premises in accordance with Legal Requirements. Tenant, at Tenant's expense, shall at all times comply with the terms and conditions of each such Required Permit and the permanent certificate of occupancy for the Premises. Landlord shall cooperate with Tenant, at Tenant's sole cost and expense, in connection with its application for Required Permits.

20. DEFAULT.

20.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "**Event of Default**" hereunder by Tenant:

(a) If Tenant fails to make any payment of Rent or any other payment required hereunder, as and when due, and such failure shall continue for a period of five (5) business days after notice thereof from Landlord to Tenant; provided, however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if (i) Tenant fails to make any payment within five (5) business days after the due date therefor, and (ii) Landlord has given Tenant written notice under this Section 20.1(a) on more than one (1) occasion during the twelve (12) month interval preceding such failure by Tenant;

(b) If Tenant shall abandon the Premises (whether or not the keys shall have been surrendered or the Rent shall have been paid);

(c) If Tenant shall fail to execute and deliver to Landlord an estoppel certificate pursuant to Section 16 above or a subordination and attornment agreement pursuant to Section 22 below, within the timeframes set forth therein and such failure continues for five (5) days after notice thereof;

(d) If Tenant shall fail to maintain any insurance required hereunder;

(e) If Tenant shall fail to restore the Security Deposit to its original amount or deliver a replacement Letter of Credit as required under Section 7 above;

(f) If Tenant causes or suffers any release of Hazardous Materials in or near the Property in excess of Reportable Quantities or Reportable Concentrations (as such terms are defined in Environmental Laws);

(g) Intentionally omitted;

(h) If Tenant shall fail to timely perform its obligations under Section 3 and such failure continues for fifteen (15) days after receipt of notice thereof;

(i) The failure by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified above, and such failure continues for more than thirty (30) days after notice thereof from Landlord; provided, further, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than ninety (90) days from the date of such notice from Landlord;

(j) Intentionally omitted;

(k) Tenant shall make an assignment or trust mortgage, or other conveyance or transfer of like nature, of all or a substantial part of its property for the benefit of its creditors,

(l) an attachment on mesne process, on execution or otherwise, or other legal process shall issue against Tenant or its property and a sale of any of its assets shall be held thereunder;

(m) any judgment, attachment or the like in excess of $100,000 shall be entered, recorded or filed against Tenant in any court, registry, etc. and Tenant shall fail to pay such judgment within thirty (30) days after the judgment shall have become final beyond appeal or to discharge or secure by surety bond such lien, attachment, etc. within thirty (30) days of such entry, recording or filing, as the case may be;

(n) the leasehold hereby created shall be taken on execution or by other process of law and shall not be revested in Tenant within thirty (30) days thereafter;

(o) (o) a receiver, sequesterer, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's Property and such appointment shall not be vacated within thirty (30) days; or

(p) any proceeding shall be instituted by or against Tenant pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganizations, arrangements, compositions or other relief from creditors, and, in the case of any proceeding instituted against it, if Tenant shall fail to have such proceedings dismissed within thirty (30) days or if Tenant is adjudged bankrupt or insolvent as a result of any such proceeding.

Tenant shall reimburse Landlord, within thirty (30) days after demand, for up to $1,000.00 of Landlord's reasonable out-of-pocket costs and expenses (including without limitation legal fees and costs) incurred in connection with the preparation and delivery of each notice of default delivered pursuant to this Section 20.1.

20.2 Remedies. Upon an Event of Default, Landlord may, by notice to Tenant, elect to terminate this Lease; and thereupon (and without prejudice to any remedies which might otherwise be available for arrears of Rent or preceding breach of covenant or agreement and without prejudice to Tenant's liability for damages as hereinafter stated), upon the giving of such notice, this Lease shall terminate as of the date specified therein as though that were the Expiration Date. Upon such termination, Landlord shall have the right to utilize the Security Deposit or draw down the entire Letter of Credit, as applicable, and apply the proceeds thereof to its damages hereunder in accordance with Section 7 hereof. Without being taken or deemed to be guilty of any manner of trespass or conversion, and without being liable to indictment, prosecution or damages therefor, Landlord may, by lawful process, enter into and upon the Premises (or any part thereof in the name of the whole); repossess the same, as of its former estate; and expel Tenant and those claiming under Tenant. The words "re-entry" and "re-enter" as used in this Lease are not restricted to their technical legal meanings.

20.3 Damages - Termination.

(a) Upon the termination of this Lease under the provisions of this Section 20, Tenant shall pay to Landlord Rent up to the time of such termination, shall continue to be liable for any preceding breach of covenant, and in addition, shall pay to Landlord as damages, at the election of Landlord, either:

(i) the amount (discounted to present value at the rate of five percent (5%) per annum) by which, at the time of the termination of this Lease (or at any time thereafter if Landlord shall have initially elected damages under Section 20.3(a)(ii) below), (x) the

aggregate of Rent projected over the period commencing with such termination and ending on the Expiration Date, exceeds (y) the aggregate projected rental value of the Premises for such period, taking into account a reasonable time period during which the Premises shall be unoccupied, plus all Reletting Costs (hereinafter defined); or

(ii) amounts equal to Rent which would have been payable by Tenant had this Lease not been so terminated, payable upon the due dates therefor specified herein following such termination and until the Expiration Date, *provided, however,* if Landlord shall re-let the Premises during such period, that Landlord shall credit Tenant with the net rents received by Landlord from such re-letting (including without limitation reimbursement for Operating Costs, Taxes and other expenses under this Lease), such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the expenses incurred or paid by Landlord in terminating this Lease, as well as the expenses incurred or paid by Landlord in re-letting, including altering and preparing the Premises for new tenants, brokers' commissions, and all other similar and dissimilar non-reimbursed expenses properly chargeable against the Premises and the rental therefrom (collectively, "**Reletting Costs**"), it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining Term; and *provided, further,* that (x) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder and (y) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this Section 20.3(a)(ii) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit. If the Premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting.

(b) For the avoidance of doubt, in calculating the amount due under Section 20.3(a)(i), above, there shall be included, in addition to the Base Rent, all other considerations to be paid or performed by Tenant during the Term under this Lease, including without limitation Tenant's Share of Operating Costs and Tenant's Tax Share of Taxes. Such calculation shall be made on the assumption that all such considerations would have increased at the rate of three percent (3%) per annum for the balance of the full term hereby granted. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term would have expired if it had not been terminated hereunder.

(c) Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any Event of Default hereunder; provided, however, that Landlord shall in no event be entitled to collect twice for any of the sums or damages accounted for above.

(d) Landlord shall use reasonable efforts to mitigate its damages hereunder following any termination of this Lease pursuant to this Section 20 or any termination of Tenant's possession of the Premises. The obligation of Landlord to use reasonable efforts to mitigate damages shall not be construed to require Landlord to rent all or any portion of the

Premises for a use which, or to a tenant who, would not qualify pursuant to the assignment provisions of this Lease, or to prioritize the renting of the Premises over other space which Landlord may have available in the Building or in other properties owned by Landlord or Landlord's affiliates.

20.4 Landlord's Self-Help; Fees and Expenses. If Tenant shall fail to perform any obligation on Tenant's part to be performed in this Lease contained, including without limitation the obligation to maintain the Premises in the required condition pursuant to Section 10.1 above, and such failure continues beyond the expiration of the cure periods set forth in Section 20.1 or constitutes an emergency or a violation of Legal Requirements that would subject Landlord to any fine or penalty or poses imminent risk of injury, loss or damage, Landlord may, upon reasonable advance notice, except that no notice shall be required in an emergency, immediately, or at any time thereafter, perform the same for the account of Tenant. Tenant shall pay to Landlord upon demand therefor any reasonable costs incurred by Landlord in connection therewith, together with interest at the Default Rate until paid in full. In addition, Tenant shall pay all of Landlord's reasonable costs and expenses, including without limitation reasonable attorneys' fees, incurred (i) in enforcing any obligation of Tenant under this Lease or (ii) as a result of Landlord or any of the Landlord Parties, without its fault or negligence, being made party to any litigation pending by or against any of the Tenant Parties.

20.5 Waiver of Redemption, Statutory Notice and Grace Periods. Tenant does hereby waive and surrender all rights and privileges which it might have under or by reason of any present or future Legal Requirements to redeem the Premises or to have a continuance of this Lease for the Term hereby demised after being dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the termination of this Lease as herein provided. Except to the extent prohibited by Legal Requirements, any statutory notice and grace periods provided to Tenant by law are hereby expressly waived by Tenant.

20.6 Landlord's Remedies Not Exclusive. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be lawfully entitled, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

20.7 No Waiver. Landlord's failure to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Lease, or any of the Rules and Regulations promulgated hereunder, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of such Rules and Regulations against Tenant and/or any other tenant in the Building shall not be deemed a waiver of any such Rules and Regulations. No provisions of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by such party. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment

without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

20.8 Restrictions on Tenant's Rights. During the continuation of any Event of Default, (a) Landlord shall not be obligated to provide Tenant with any notice pursuant to Sections 2.3 and 2.4 above; and (b) Tenant shall not have the right to make, nor to request Landlord's consent or approval with respect to, any Alterations.

20.9 Landlord Default. Notwithstanding anything to the contrary contained in the Lease, Landlord shall in no event be in default in the performance of any of Landlord's obligations under this Lease unless Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default, provided Landlord commences cure within 30 days) after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. After receipt of any default notice from Tenant, Landlord shall use commercially reasonable efforts to cure any default by Landlord with diligence. Except as expressly set forth in this Lease, Tenant shall not have the right to terminate or cancel this Lease or to withhold rent or to set-off or deduct any claim or damages against rent as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the Premises (constructive or actual) by Landlord, unless same continues after notice to Landlord thereof and a opportunity for Landlord to cure the same as set forth above. In addition, Tenant shall not assert any right to deduct the cost of repairs from rent thereafter due and payable under this Lease.

21. SURRENDER; ABANDONED PROPERTY; HOLD-OVER.

21.1 Surrender

(a) Upon the expiration or earlier termination of the Term, Tenant shall (i) peaceably quit and surrender to Landlord the Premises (including without limitation all lab benches paid for in whole or in part by Landlord (the "**Surrendered Lab Benches**") and all fume hoods, electric, plumbing, heating and sprinkling systems, fixtures and outlets, vaults, paneling, molding, shelving, radiator enclosures, cork, rubber, linoleum and composition floors, ventilating, silencing, air conditioning and cooling equipment therein) broom clean, in good order, repair and condition excepting only ordinary wear and tear and damage by fire or other insured Casualty; (ii) remove all of Tenant's Property, all autoclaves and cage washers and, to the extent specified by Landlord in accordance with Section 11 above, Alterations made by Tenant; and (iii) repair any damages to the Premises or the Building caused by the installation or removal of Tenant's Property and/or such Alterations. Tenant's obligations under this Section 21.1(a) shall survive the expiration or earlier termination of this Lease. From time to time, Landlord and Tenant shall execute such agreements as may be reasonably necessary to identify the Surrendered Lab Benches, provided, however, that the failure to execute such agreements shall not alter or otherwise modify Tenant's obligations herein.

(b) At least thirty (30) days prior to the expiration of the Term (or, if applicable, within five (5) business days after any earlier termination of this Lease), Tenant shall deliver to Landlord a narrative description of the actions proposed (or required by any Legal

Requirements) to be taken by Tenant in order to render the Premises (including, without limitation, floors, walls, ceilings, counters, piping, supply lines, waste lines and plumbing in or serving the Premises and all exhaust or other ductwork in or serving the Premises) free of Hazardous Materials and otherwise released for unrestricted use and occupancy (the "**Surrender Plan**"). The Surrender Plan (i) shall be accompanied by a current list of (A) all local, state and federal licenses, permits and approvals held by or on behalf of any Tenant Party with respect to Hazardous Materials in, on, under, at or about the Premises, and (B) Tenant's Hazardous Materials, and (ii) shall be subject to the review and reasonable approval of Landlord's environmental consultant. In connection with review and approval of the Surrender Plan, upon request of Landlord, Tenant shall deliver to Landlord or its consultant such additional non-proprietary information concerning the use of and operations within the Premises as Landlord shall reasonably request. On or before the expiration of the Term (or within thirty (30) days after any earlier termination of this Lease, during which period Tenant's use and occupancy of the Premises shall be governed by Section 21.3 below), Tenant shall (i) perform or cause to be performed all actions described in the approved Surrender Plan, and (ii) deliver to Landlord a certification from a certified industrial hygienist reasonably acceptable to Landlord certifying that the Premises do not contain any Hazardous Materials and evidence that the approved Surrender Plan shall have been satisfactorily completed by a contractor reasonably acceptable to Landlord, and Landlord shall have the right to cause Landlord's environmental consultant to inspect the Premises and perform such additional procedures as may be deemed reasonably necessary to confirm that the Premises are, as of the expiration of the Term (or, if applicable, the date which is thirty (30) days after any earlier termination of this Lease), free

of Hazardous Materials and otherwise available for unrestricted use and occupancy. Landlord shall have the unrestricted right to deliver the Surrender Plan and any report by Landlord's environmental consultant with respect to the surrender of the Premises to third parties. Such third parties and the Landlord Parties shall be entitled to rely on the Surrender Report. If Tenant shall fail to prepare or submit a Surrender Plan approved by Landlord, or if Tenant shall fail to complete the approved Surrender Plan, or if such Surrender Plan, whether or not approved by Landlord, shall fail to adequately address the use of Hazardous Materials by any of the Tenant Parties in, on, at, under or about the Premises, (A) Landlord shall have the right to take any such actions as Landlord may deem reasonable or appropriate to assure that the Premises and the Property are surrendered in the condition required hereunder, the cost of which actions shall be reimbursed by Tenant as Additional Rent within thirty (30) days after demand; and (B) if the Term shall have ended, unless and until Landlord elects to take such actions to assure that the Premises are surrendered in the condition required hereunder, Tenant shall be deemed to be a holdover tenant subject to the provisions of Section 21.3 below until the date on which Tenant delivers the Surrender Report (in the form required hereunder) to Landlord. Tenant's obligations under this Section 21.1(b) shall survive the expiration or earlier termination of the Term.

(c) No act or thing done by Landlord during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. Unless otherwise agreed by the parties in writing, no employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the expiration or earlier termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of this Lease or a surrender of the Premises.

(d) Notwithstanding anything to the contrary contained herein, Tenant shall, at its sole cost and expense, remove from the Premises, prior to the end of the Term, any item installed by or for Tenant and which, pursuant to Legal Requirements, must be removed therefrom before the Premises may be used by a subsequent tenant.

(e) Tenant hereby assigns to Landlord any warranties in effect on the last day of the Term with respect to any fixtures and Alterations installed in the Premises. Tenant shall provide Landlord with copies of any such warranties prior to the expiration of the Term (or, if the Lease is earlier terminated, within thirty (30) days thereafter).

21.2 Abandoned Property. After the expiration or earlier termination hereof, if Tenant fails to remove any property from the Building or the Premises which Tenant is obligated by the terms of this Lease to remove within five (5) business days after written notice from Landlord, such property (the "**Abandoned Property**") shall be conclusively deemed to have been abandoned, and may either be stored at Tenant's cost, or retained by Landlord as its property or sold or otherwise disposed of in such manner as Landlord may see fit. If any item of Abandoned Property shall be sold, Tenant hereby agrees that Landlord may receive and retain the proceeds of such sale and apply the same, at its option, to the expenses of the sale, the cost of moving and storage, any damages to which Landlord may be entitled under Section 20 hereof or pursuant to law, and to any arrears of Rent.

21.3 Holdover. If any of the Tenant Parties holds over after the end of the Term, Tenant shall be deemed a tenant-at-sufferance subject to the provisions of this Lease; provided that whether or not Landlord has previously accepted payments of Rent from Tenant, (i) Tenant shall pay Base Rent at 150% of the highest rate of Base Rent payable during the Term, (ii) Tenant shall continue to pay to Landlord all additional rent, and (iii) if such holdover continues for more than five (5) business days, Tenant shall be liable for all damages, including without limitation lost business and consequential damages, incurred by Landlord as a result of such holding over, Tenant hereby acknowledging that Landlord may need the Premises after the end of the Term for other tenants and that the damages which Landlord may suffer as the result of Tenant's holding over cannot be determined as of the Execution Date. Nothing contained herein shall grant Tenant the right to holdover after the expiration or earlier termination of the Term.

22. MORTGAGEE RIGHTS.

22.1 Subordination. Tenant's rights and interests under this Lease shall be (i) subject and subordinate to any ground lease (including without limitation the Ground Lease), and to any mortgages, deeds of trust, overleases, or similar instruments covering the Premises, the Building and/or the Land and to all advances, modifications, renewals, replacements, and extensions thereof (each of the foregoing, a "**Mortgage**"), or (ii) if any Mortgagee elects, prior to the lien of any present or future Mortgage. Tenant further shall attorn to and recognize any successor landlord, whether through foreclosure or otherwise, as if the successor landlord were the originally named landlord. The provisions of this Section 22.1 shall be self-operative and no further instrument shall be required to effect such subordination or attornment; however, Tenant agrees to execute, acknowledge and deliver such instruments, confirming such subordination and attornment in such form as shall be requested by any such holder within fifteen (15) days of

request therefor. Landlord shall request that any Mortgagee execute a so-called subordination, non-disturbance and attornment agreement with respect to this Lease.

22.2 Notices. Tenant shall give each Mortgagee of which Tenant has written notice the same notices given to Landlord concurrently with the notice to Landlord, and each Mortgagee shall have a reasonable opportunity thereafter to cure a Landlord default, and Mortgagee's curing of any of Landlord's default shall be treated as performance by Landlord.

22.3 Mortgagee Liability. Tenant acknowledges and agrees that if any Mortgage shall be foreclosed, (a) the liability of the Mortgagee and its successors and assigns shall exist only so long as such Mortgagee or purchaser is the owner of the Premises, and such liability shall not continue or survive after further transfer of ownership; and (b) such Mortgagee and its successors or assigns shall not be (i) liable for any act or omission of any prior lessor under this Lease; (ii) liable for the performance of Landlord's covenants pursuant to the provisions of this Lease which arise and accrue prior to such entity succeeding to the interest of Landlord under this Lease or acquiring such right to possession; (iii) subject to any offsets or defense which Tenant may have at any time against Landlord; (iv) bound by any base rent or other sum which Tenant may have paid previously for more than one (1) month; or (v) liable for the performance of any covenant of Landlord under this Lease which is capable of performance only by the original Landlord.

22.4 Ground Lease.

(a) Simultaneously with the execution of this Lease, Landlord, Tenant and Fee Owner shall execute an agreement in substantially the form attached hereto as Exhibit 9.

(b) Landlord hereby represents and warrants to Tenant, as of the Execution Date, that (i) the copy of the Ground Lease provided to Tenant is, subject to redaction of certain economic terms, a complete and accurate copy of the Ground Lease, (ii) the Ground Lease has not been amended, (iii) the Ground Lease is in full force and effect and there exists no default or state of facts which, with the giving of notice or passage of time, or both, would constitute a default thereunder or permit either party to terminate the Ground Lease, and (iv) the consent by or approval of Fee Owner with respect to the execution of this Lease is not required under the Ground Lease.

(c) Landlord hereby covenants (i) to promptly perform its obligations under the Ground Lease and not to cause a default under the Ground Lease, and (ii) not to amend the Ground Lease in any way that materially adversely affects Tenant's rights or obligations under this Lease.

23. QUIET ENJOYMENT. Landlord covenants that so long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall peaceably and quietly hold, occupy and enjoy the Premises during the Term from and against the claims of all persons lawfully claiming by, through or under Landlord subject, nevertheless, to the covenants, agreements, terms, provisions and conditions of this Lease, any matters of record or of which

Tenant has knowledge and to any Mortgage to which this Lease is subject and subordinate, as hereinabove set forth.

24. NOTICES. Any notice, consent, request, bill, demand or statement hereunder (each, a "**Notice**") by either party to the other party shall be in writing and shall be deemed to have been duly given when either delivered by hand or by nationally recognized overnight courier (in either case with evidence of delivery or refusal thereof) addressed as follows:

If to Landlord:	620 Memorial Leasehold LLC c/o MIT Investment Management Company 238 Main Street, Suite 200 Cambridge, MA 02142 Attention: Steven C. Marsh
With copies to:	Goulston & Storrs 400 Atlantic Avenue Boston, MA 02110 Attention: Colleen P. Hussey, Esquire
and	Colliers International 336 Main Street Cambridge, MA 02142 Attention: Kristina Descoteaux
if to Tenant:	Scholar Rock, Inc. 300 Third Street, 4th Floor Cambridge, MA 02142 Attention: Elan Z. Ezickson, COO
With copies to:	Anderson & Kreiger LLP One Canal Park Cambridge, MA 02141 Attention: Ryan D. Pace, Esquire
and	Scholar Rock, Inc. 300 Third Street, 4th Floor Cambridge, MA 02142 Attention: Scott W. Murphy, Sr. Director, Finance

Notwithstanding the foregoing, any notice from Landlord to Tenant regarding ordinary business operations (e.g., exercise of a right of access to the Premises, maintenance activities, invoices, etc.) may also **be** given by written notice delivered by hand or by facsimile to any person at the Premises whom Landlord reasonably believes is authorized to receive such notice on behalf of Tenant without copies as specified above. Either party may at any time change the address or specify an additional address for such Notices by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed or additional address, provided

such changed or additional address is within the United States. Notices shall be effective upon the date of receipt or refusal thereof.

25. MISCELLANEOUS.

25.1 Separability. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of this Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

25.2 Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

25.3 Broker. Tenant and Landlord each warrants and represents that it has dealt with no broker in connection with the consummation of this Lease other than Transwestern/RBJ and Cushman & Wakefield (collectively, "**Broker**"). Tenant and Landlord each agrees to defend, indemnify and save the other harmless from and against any Claims arising in breach of the representation and warranty set forth in the immediately preceding sentence. Landlord shall be solely responsible for the payment of any brokerage commissions to Broker.

25.4 Entire Agreement. This Lease, Lease Summary Sheet and Exhibits 1-8 attached hereto and incorporated herein contain the entire and only agreement between the parties and any and all statements and representations, written and oral, including previous correspondence and agreements between the parties hereto, are merged herein. Tenant acknowledges that all representations and statements upon which it relied in executing this Lease are contained herein and that Tenant in no way relied upon any other statements or representations, written or oral. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

25.5 Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts and any applicable local municipal rules, regulations, by-laws, ordinances and the like.

25.6 Representation of Authority. By his or her execution hereof, each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he or she is duly authorized to execute this Lease on behalf of such party. Upon Landlord's request, Tenant shall provide Landlord with evidence that any requisite resolution, corporate authority and any **other** necessary consents have been duly adopted and obtained.

25.7 Expenses Incurred by Landlord Upon Tenant Requests. Tenant shall, within thirty (30) days after demand, reimburse Landlord for all reasonable expenses, including, without limitation, legal fees, incurred by Landlord in connection with all requests by Tenant for consents, approvals or execution of collateral documentation related to this Lease, including, without limitation, costs incurred by Landlord in the review and approval of Tenant's plans and specifications in connection with proposed Alterations to be made by Tenant to the Premises or in connection with requests by Tenant for Landlord's consent to make a Transfer. Such costs shall be deemed to be additional rent under this Lease.

25.8 Survival. Without limiting any other obligation which may survive the expiration or prior termination of the Term, all obligations on the part of each party to indemnify, defend, or hold **the** other harmless, as set forth in this Lease shall survive the expiration or prior termination of the Term.

25.9 Limitation of Liability. Tenant shall neither assert nor seek to enforce any claim against Landlord or any of the Landlord Parties, or the assets of any of the Landlord Parties, for breach of this Lease or otherwise, other than against Landlord's interest in the Building and in the uncollected rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease. This Section 26.9 shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord. **Landlord and Tenant specifically agree that in no event shall (a) any officer, director, trustee, employee or representative of Landlord or any of the other Landlord Parties ever be personally liable for any obligation under this Lease, (b) Landlord or any of the other Landlord Parties be liable for consequential, punitive or incidental damages or for lost profits whatsoever in connection with this Lease, (c) any officer, director, trustee, employee or representative of Tenant or any of the other Tenant Parties ever be personally liable for any obligation under this Lease, or (d) Tenant or any of the other Tenant Parties be liable for consequential, punitive or incidental damages or for lost profits whatsoever in connection with this Lease except for such damages arising as a result of Tenant's breach of its obligations under Section 21.3.**

25.10 Binding Effect. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Section 13 hereof shall operate to vest any rights

in any successor or assignee of Tenant.

25.11 Landlord Obligations upon Transfer. Upon any sale, transfer or other disposition of the Building, Landlord shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations hereunder on the part of Landlord to be performed and observed, it being understood and agreed in such event (and it shall be deemed and construed as a covenant running with the land) that the person succeeding to Landlord's ownership of said reversionary interest shall thereupon and thereafter assume, and perform and observe, any and all of such covenants and obligations of Landlord, except as otherwise agreed in writing.

25.12 No Grant of Interest. Tenant shall not grant any security interest whatsoever in (a) any fixtures within the Premises or (b) any item paid in whole or in part by Landlord without the consent of Landlord.

25.13 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 therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Property, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

25.14 Financial Information. Tenant shall deliver to Landlord, within thirty (30) days after Landlord's reasonable request (which request shall be made no more often than twice per calendar year), Tenant's most recently completed balance sheet and related statements of income, shareholder's equity and cash flows statements (audited if available) reviewed by an independent certified public accountant and certified by an officer of Tenant as being true and correct in all material respects. Any such financial information may be relied upon by any actual or potential lessor, purchaser, or mortgagee of the Property or any portion thereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Lease as a sealed instrument of the Execution Date.

LANDLORD

620 MEMORIAL LEASEHOLD LLC

By: _____
Name:
Title:

TENANT

SCHOLAR ROCK, INC,

By: _____
Name:
Title:

EXHIBIT 1

LEASE PLAN

EXHIBIT 2

LEGAL DESCRIPTION

Parcel 1:

The land with the buildings thereon in Cambridge, Middlesex County, Massachusetts situated on the northerly side of Memorial Drive and the westerly side of Vassar Street, now known as and numbered 620 Memorial Drive, and shown as the parcel marked "AREA = 44,677 +1- SF" on a plan entitled "Plan of Land in Cambridge, MA Middlesex County", prepared by Beals and Thomas, Inc., dated January 28, 1994 recorded with the Middlesex South Deeds on February 17, 1994 as Plan No. 134 of 1994 and bounded and described according to said plan as follows:

SOUTHERLY:	by Memorial Drive by two curved lines, measuring respectively, 4.62 feet and 196.73 feet;
WESTERLY:	by land now or formerly of Massachusetts Institute of Technology LC No. 2495C, 143.97 feet;
NORTHWESTERLY and NORTHERLY:	by the southeasterly and southerly lines of a strip of land marked "Railroad Way" on said plan, four lines, the third of which is a curved line, measuring respectively 30.28 feet, 66.70 feet, 105.51 feet and 70.51 feet;
SOUTHEASTERLY and EASTERLY:	by Vassar Street and by two lines, the first of which is a curved line, measuring respectively, 84.20 feet and 148.20 feet; and
SOUTHEASTERLY:	by the intersection of Vassar Street and Memorial Drive by a curved line, 23.50 feet.

Parcel 2:

A parcel of land on Memorial Drive, formerly Charles River Parkway, in Cambridge, Middlesex County, Massachusetts, shown as Lot 3 on a plan entitled "Subdivision Plan of Land in Cambridge" by W.T. Fairclough, dated June 23,1953, filed for registration with the Middlesex County South Registry District of the Land Court as Plan No., 2495C with Certificate of Title No. 78992, bounded and described as follows:

NORTHWESTERLY:	by Lot 2 on said plan, 183.78 feet;

EASTERLY: by land formerly of Benjamin F. Brown et al., 143.97 feet; and

SOUTHERLY: by Memorial Drive (Charles River Road as shown on said plan), 139.13 feet.

Together with the benefit of and subject to the terms of, a Grant of Easement from the City of Cambridge to Charles River Building Limited Partnership dated January 9, 1997, and recorded on January 17,1997, as Instrument No. 268 in Book 26997, Page 351.

For title, see Certificate of Title 78991.

EXHIBIT 3

LANDLORD'S WORK

EXHIBIT 4

FORM OF LETTER OF CREDIT

STANDBY L/C DRAFT LANGUAGE

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

DATE: _____

BENEFICIARY:

APPLICANT:

AMOUNT: US$ .00 (U.S. DOLLARS)

EXPIRATION DATE: (ONE YEAR FROM ISSUANCE)

LOCATION: AT OUR COUNTERS IN

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. IN YOUR FAVOR AVAILABLE BY YOUR DRAFTS DRAWN ON US AT SIGHT IN THE FORM OF EXHIBIT "A" ATTACHED AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENT(S), IF ANY.

PARTIAL DRAWS ARE ALLOWED. THIS LETTER OF CREDIT MUST ACCOMPANY ANY DRAWINGS HEREUNDER FOR ENDORSEMENT OF THE DRAWING AMOUNT AND WILL BE RETURNED TO THE BENEFICIARY UNLESS IT IS FULLY UTILIZED.

DRAFT(S) AND DOCUMENTS MUST INDICATE THE NUMBER AND DATE OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL PERIOD OF ONE YEAR, WITHOUT AMENDMENT, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST 60 DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE SEND YOU A NOTICE BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE. IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND [NOTE: SHOULD BE NO EARLIER THAN 5 YEARS AND 8.5 MONTHS AFTER DATE OF ISSUANCE] WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT. COPIES OF ALL SUCH NOTICES FROM US HEREUNDER SHALL ALSO BE SENT IN THE SAME MANNER TO GOULSTON AND STORRS PC, 400 ATLANTIC AVENUE, BOSTON, MA 02110, ATTENTION: COLLEEN P. HUSSEY, ESQ. IN THE EVENT THAT THIS LETTER

OF CREDIT IS NOT EXTENDED FOR AN ADDITIONAL PERIOD AS PROVIDED ABOVE, BENEFICIARY MAY DRAW THE ENTIRE AMOUNT AVAILABLE HEREUNDER BY MEANS OF YOUR DRAFT(S) AT SIGHT DRAWN ON [NAME OF ISSUER].

THIS LETTER OF CREDIT IS TRANSFERABLE UPON BENEFICIARY'S REQUEST BY THE ISSUING BANK ONE OR MORE TIMES BUT IN EACH INSTANCE TO A SINGLE BENEFICIARY AND ONLY IN ITS ENTIRETY UP TO THE THEN AVAILABLE AMOUNT IN FAVOR OF ANY NOMINATED TRANSFEREE ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE WOULD BE IN COMPLIANCE WITH THEN APPLICABLE LAW AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE U.S. DEPARTMENT OF TREASURY AND U.S. DEPARTMENT OF COMMERCE. AT THE TIME OF TRANSFER, THE ORIGINAL LETTER OF CREDIT AND ORIGINAL AMENDMENT(S), IF ANY, MUST BE SURRENDERED TO US TOGETHER WITH OUR LETTER OF TRANSFER DOCUMENTATION (IN THE FORM OF EXHIBIT "B" ATTACHED HERETO) AND OUR TRANSFER FEE OF ¼ OF 1% OF THE TRANSFER AMOUNT (MINIMUM $250.00) SHALL BE PAID BY THE APPLICANT. ANY TRANSFER OF THIS LETTER OF CREDIT MAY NOT CHANGE THE PLACE OF EXPIRATION OF THE LETTER OF CREDIT FROM OUR ABOVE-SPECIFIED OFFICE. EACH TRANSFER SHALL BE EVIDENCED BY OUR ENDORSEMENT ON THE REVERSE OF THE ORIGINAL LETTER OF CREDIT AND WE SHALL FORWARD THE ORIGINAL LETTER OF CREDIT TO THE TRANSFEREE.

IF THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT NO._IS LOST, STOLEN OR DESTROYED, WE WILL ISSUE YOU A "CERTIFIED TRUE COPY" OF THIS STANDBY LETTER OF CREDIT NO._UPON OUR RECEIPT OF YOUR INDEMNITY LETTER TO [NAME OF ISSUER] WHICH WILL BE SENT TO YOU UPON OUR RECEIPT OF YOUR WRITTEN REQUEST THAT THIS STANDBY LETTER OF CREDIT NO._IS LOST, STOLEN OR DESTROYED. IF THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT NO._IS MUTILATED, WE WILL ISSUE YOU A REPLACEMENT STANDBY LETTER OF CREDIT WITH THE SAME NUMBER, DATE AND TERMS AS THE ORIGINAL UPON OUR RECEIPT OF THE MUTILATED STANDBY LETTER OF CREDIT.

THIS STANDBY LETTER OF CREDIT MAY ALSO BE CANCELLED PRIOR TO ANY PRESENT OR FUTURE EXPIRATION DATE, UPON RECEIPT BY [NAME OF ISSUER] BY OVERNIGHT COURIER OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OF THE ORIGINAL STANDBY LETTER OF CREDIT AND ALL AMENDMENTS (IF ANY) FROM BENEFICIARY TOGETHER WITH A STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY ON COMPANY LETTERHEAD STATING THAT THIS STANDBY LETTER OF CREDIT IS NO LONGER REQUIRED AND IS BEING RETURNED FOR CANCELLATION.

ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE ORIGINAL APPROPRIATE DOCUMENTS ON A BUSINESS DAY AT OUR OFFICE (THE "**BANK'S OFFICE**") AT , OR BY FACSIMILE TRANSMISSION AT ( ) ; AND SIMULTANEOUSLY UNDER TELEPHONE ADVICE TO: ( ) - OR ( ) - ATTENTION: , WITH ORIGINALS TO FOLLOW BY OVERNIGHT COURIER SERVICE; PROVIDED,

HOWEVER, THE BANK WILL DETERMINE HONOR OR DISHONOR ON THE BASIS OF PRESENTATION BY FACSIMILE ALONE, AND WILL NOT EXAMINE THE ORIGINALS.

IF DEMAND FOR PAYMENT IS PRESENTED BY 10 A.M. CALIFORNIA TIME AND CONFORMS TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE BY BANK TO YOU OF THE AMOUNT SPECIFIED IN IMMEDIATELY AVAILABLE FUNDS NOT LATER THAN THE SECOND FOLLOWING BUSINESS DAY. IF DEMAND FOR PAYMENT IS PRESENTED BY YOU HEREUNDER AFTER THE TIME SPECIFIED ABOVE, AND CONFORMS TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU OF THE AMOUNT SPECIFIED IN IMMEDIATELY AVAILABLE FUNDS NO LATER THAN THE THIRD FOLLOWING BUSINESS DAY.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONAFIDE HOLDERS THAT THE DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE, IF NEGOTIATED ON OR BEFORE THE EXPIRATION DATE OF THIS CREDIT.

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S. REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES ISP98, INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590 ("ISP98").

[BANK USE]	[BANK USE]
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE

EXHIBIT "A"

DATE: REF. NO.

AT SIGHT OF THIS DRAFT

PAY TO THE ORDER OF US$

USDOLLARS

DRAWN UNDER [NAME OF ISSUER], STANDBY
LETTER OF CREDIT NUMBER NO. DATED

TO: [NAME OF ISSUER]
[ADDRESS OF ISSUER]

(BENEFICIARY'S NAME)

AUTHORIZED SIGNATURE

EXHIBIT "B"

DATE:

TO: [NAME OF ISSUER]
[ADDRESS OF ISSUER]

RE:IRREVOCABLE STANDBY LETTER OF CREDIT
NO. ISSUED BY [NAME OF ISSUER]

ATTN:

L/C AMOUNT: $

GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

(NAME OF TRANSFEREE)
(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS SHOWN ABOVE AS OF THE DATE OF THIS TRANSFER.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE. TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECT TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HEREWITH, AND WE ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

SINCERELY,

_____
(BENEFICIARY'S NAME)

_____
(SIGNATURE OF BENEFICIARY)

SIGNATURE AUTHENTICATED

The name(s), title(s), and signature(s) conform to that/those on file with us for the company and the signature(s) is/are authorized to execute this instrument.

We further confirm that the company has been identified applying the appropriate due diligence and enhanced due diligence as required by BSA and all its subsequent amendments.

_____
(NAME AND TITLE)

_____
(Name of Bank)

_____
(Address of Bank)

_____
(City, State, ZIP Code)

_____
(Authorized Name and Title)

_____
(Authorized Signature)

_____
(Telephone number)

EXHIBIT 5

ALTERATIONS CHECKLIST

Scope letter describing project, design/construction team, and appropriate vendors.
Insurance certificate(s) for Contractors.
Construction Documents (CDs) - Plans and Specifications - stamped by licensed AIA.
Code Review by licensed code engineer incorporated in CDs and/or by stamped letter.
- Code specific - accessibility.
- Code specific - egress paths/exits (numbers, locations, distance).
- Code specific - fire protection, sprinkler distribution, horns/strobes/signage locations.

Landlord Approved architect, MEPFP engineer, code engineer, structural engineer.
Building permit application.
- Signatures by Architect, Licensed Construction Supervisor.

Cost Affidavit with backup estimate from contractor.
Architect Affidavit.
MEP Affidavit.
FP Affidavit.
Structural Affidavit.
Construction Cost Affidavit.
Structural Affidavit.
Structural Affidavit.

Low Voltage Wiring Within Premises:
- Insurance certificate(s) for Contractor, if applicable
- If installer is employee, copy of valid government issued electrical license
- Code Review by licensed code engineer
- permit application as requested by Inspectional Services Department.
- Signature by Licensed Professional (electrician)

Ethernet wiring within Premises:
- Insurance certificate(s) for Contractor, if applicable
- If installer is employee, copy of valid government issued electrical license (to the extent legally required)
- Code Review by licensed code engineer
- permit application as requested by Inspectional Services Department.
- Signature by Licensed Professional (electrician) to the extent legally required

EXHIBIT 6

TENANT'S HAZARDOUS MATERIALS

Chemical Inventory List

Name	Manufacturer	Manufacturing Catalog Number & Quantity
1-Thloglyerol	SIGMA	
2-Mercaptoethanol	5IGMA	M314B-100ML
2-Propanol	SIGMA	I9S16-S00 ML
ZXYT Broth	SIGMA-ALDRICH	MBPE-5032 992G
4-Aminnbentcicacid	SIGMA	A9S7S-;i> G
Absolute Ethanol (200 proof)	Fish Scientific	BP 2818-4 4L
Acetic Acid	SIGMA-ALDRICH	AG2B3-1 L
Acetone	SIGMA-ALDRICH	179973-1 L
Acetonitrlle	SIGMA-ALDRICH	271004-2L
Agar	SIGMA	A1296-5Q0G
Ammonium bicarbonate	SIGMA - ALDRICH	A 6141-500 G
Ammonium Sulfate	SIGMA	A4413-1 KG/A44 18-500 G
Bovine Serum Albumin	i V.	A2I53-50 6
Bright-Glo Lucfferase Reagent	Prornega	E263A
BrIJ L23 Solution	SIGMA	B41S4-100MI.
Brilliant Blue G	SIGMA	27B15-25G-F
Butyric add sodium salt, 99%	ACROS ORGANICS	CAS: 156-54-7 2S G
Calcium chloride Dihydrate	SIGMA-ALDRICH	C3881 -500 G
Carbenicillln Olsodlum Salt	SIGMA	CI389-5 G
Carbon Dioxide	Airgas	CD USP50
Citric Acid	SIGMA ALDRICH	C0759-1KG
Cystamine Dihycfrochloride	SIGNV, AID? ··	C121509-25G
D-(+)-Glucose	SIGMA	G7021-1 KG
Dansylcadaverlne	SIGMA	30432 - 300 MG
Dextran Sulfate Sodium Salt	SIGMA	S1227-5 G
Dextrose	SIGMA	D9434 -SO0G
DL-Dithlothreitol	SIGMA - ALDRICH	D0632-10G
crythrosin B	SIGMA-ALDRICH	200964 - 5 G
ETHYL Alcohol	PHARMCO-AAPER	Wo. 111000200 1 Gallon/3.786 Liters
Geneticln	Life Technologies	10131-035
Glycerol	SIGMA	G202S · 500 ML
	SIGMA	50046 - 250 G
Guanidine Hydrochloride	SIGMA	G4505 -500 G
HEPES	SIGMA	H4034 - 500 G
Hydrochloric Acid	SIGMA-ALDRICH	25314B-4 L
Hygromycin B in PBS SO mg/mt	Invitrogen	Part No. 10637-010 20 mL
Imidazole	SIGMA · A1DRICH	I2399-500G
lodoacetamide	SIGMA	16125-5 G
kanamycin sulfate	Gibco by life technologies	No.11315-024, 5 G
KoillphorV 183	SIGMA	K4S94-500G
LB Agar	Fish Scientific	BP9724 -500 50OG
Lipopolysaccharides from Eshcrichia Coli 055:B5		12380-10 MG
Liquid Nitrogen	Airgas	NINF230LT22
Magnesium Chloride Hexahydrate	SIGMA-ALDRICH	M 2670 - 500 G
Manganese (11) Chloride Tetrahydrate	SIGMA-ALDRICH	221279-500G
Methanol	SIGMA - ALDRICH	179337-4 L
N-Ethylmaleimlde	SIGMA	04259-5 G
Nickel (II) Chloride Hexahydrate	SIGMA	N613G-100G

Penicillin G Sodium Salt		P3032-10 Mu
Phenylmelhanesulfonyl fluoride solution	SIGMA	93482-50 ML-F
Phospate buffered saline{10x) without potassium salts	Boston Byproducts	BB-125, 1 L
Phosphoric add, extra pure, *B5%* solution m water	ACROS ORGANICS	76S4-33-2 2.5 LT
Pierce BCA Protein Assay Kit	Thermo Scientific	23227
Potythylenimine, linear, MW- 25,000	Polysclences	Cats 23966 2G
Potassium Chloride	SIGMA	P9541 -S00G
Putresclne Dihydrochloride	SIGMA	P57S0-5G
Quadruple-Refined Butane	Lucienne	L00mL/3 ISFl.OZ
S.O.C Medium	Invitrogen	No. 15544 - 034 Qty: 10 * 10 mL
Saponin	SIGMA	47036-50 G-F
Sodium acetate tri hydrate	SIGMA-AIDRICH	S8625-2S0G
Sodium atlde	SIGMA-ALDRICH	S2002-25G
Sodium bicarbonate	SIGMA-ALORICH	S5761-500G
Sodium Chloride	SIGMA	S3014-5KG
Sodium dodecyl sulfate	SIGMA	L3771-100G
Sodium hydroxide	SIGMA-ALDRICH	SS8B1-500 G
Sodium phosphate dibasic	SIGMA-ALORICH	S7907-500 G
Sodium phosphate monobasic	SIGMA-ALDRICH	S8282-500 G
Sodium thlogtycolate	SIGMA	T0632-25 G
Spectlnomycln dlhydrochlorlde penta hydrate	SIGMA	S4014-5G
Streptomycin sulfate salt	SIGMA	S9137-100G
Trichloroacetic add	SIGMA-ALORICH	74S8S-S00G
Triton X-100	SIGMA	T92S4-S00ML
Trfema* base	SIGMA	T1S03-10KG
Trtema* hydrochloride	SIGMA	T6665-S0G
Trypsin inhibitor from Glycine max(soybean)	SIGMA	T6522-25 MG
Tryptone Nl	OrganoTehnle	19553-5 KG
Tween 20	SIGMA-ALDRICH	P7S49-500 ML
UltraPure™ Agarose	Invitrogen	16500-500 500 G
Valproic add sodium salt	SIGMA	P4543-2SG

Zinc chloride	SIGMA-ALDRICH	229997-10 G
Dimethyl sulfoxide	SIGMA-ALDRICH	D2650
Ethldlum Bromide	Life Technologies	15585011
Mammlal Cell Culture Unes (ex: HEK293, HepG2, CHO)	ex: ATCC, NR Canada, Ufa Technologies	
Mammfal Cell Culture Media (ex: DMEM, F17, RPMI)	Life Technologies	

EXHIBIT 7

RULES AND REGULATIONS

To the extent of any conflict between these Rules and Regulations and the body of the Lease, the body of the Lease shall govern.

1. Tenant and its employees shall not in any way obstruct the sidewalks, halls, stairways, or elevators of the Building, and shall use the same only as a means of passage to and from their respective offices.

2. Corridor doors, when not in use, shall be kept closed.

3. No animals, except seeing eye dogs, shall be brought into or kept in, on or about the Premises.

4. The restroom fixtures shall be used only for the purpose for which they were constructed and no rubbish, ashes, or other substances of any kind shall be thrown into them. Tenant will bear the expense of any damage resulting from misuse.

5. Tenant shall not place any additional lock or locks on any exterior door in the Building or on any door in the Building core within the Premises, including doors providing access to the telephone and electric closets and the slop sink, without Landlord's prior written consent; provided, however, that Tenant shall have control of all keys to doors within the Premises, but will provide Landlord with a master copy of same. At Landlord's option, all keys shall be surrendered to Landlord at the expiration or earlier termination of the Lease.

6. Landlord reserves the right to exclude or expel from the Building any persons who, in the judgment of Landlord, is intoxicated under the influence of liquor or drugs, or shall do any act in violation of the rules and regulations of the Building.

7. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during the hours Landlord may deem advisable for the adequate protection of the property. Use of the Building and the leased Premises before 8 AM or after 6 PM, or any time during Sundays or legal holidays shall be allowed only to persons with a key/card key to the Premises or guests accompanied by such persons. At these times, all occupants and their guests must sign in at the concierge when entering and exiting the Building. Any persons found in the Building after hours without such keys/card keys are subject to the surveillance of building staff.

8. Tenant shall not, without the prior written consent of Landlord (which consent will not be unreasonably withheld, conditioned or delayed), perform improvements or alterations within the Building or the Premises if the work has the potential of disturbing the fireproofing which has been applied on the surfaces of the structural deck.

9. Landlord and Tenant shall mutually agree on the termite and pest extermination service to control termites and pests in the Premises. Except as included in Landlord's services, tenants shall bear the cost and expense of such extermination services.

10. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) or IEC (International Electrotechnical Conference) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as reasonably determined by Landlord, taking into consideration the overall electrical system, the capacities reserved to Tenant in the Lease, and the present and future requirements therefor in the Building. Tenant shall not use more than Tenant's Building Share of telephone lines available to service the Building, unless Tenant provides its own conduits and service at its sole expense. Landlord shall notify Tenant, at the time of Landlord's review and approval of the plans for Tenant's Work or for any future Alterations, if any work set forth therein will result in the use of more than Tenant's Building Share of telephone lines.

11. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages food, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees.

12. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.

13. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents, provided that Tenant shall have access to the Building 24 hours per day, 7 days a week, 365 days a year. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements relative thereto.

14. Canvassing, soliciting, and peddling in or about the Building is prohibited. Tenant shall cooperate and use reasonable efforts to prevent the same.

15. At no time shall Tenant permit or shall Tenant's agents, employees, contractors, guests, or invitees smoke in any Common Area of the Building.

16. Tenant shall, at its sole cost and expense, keep any garbage, trash, rubbish and refuse in vermin-proof containers within the interior of the Premises until removed.

17. Landlord and Tenant shall mutually agree on those areas where lab coats are not allowed.

18. Lab operators carrying any lab related materials may only travel in Tenant's freight elevator or stairwells within the Premises. If such freight elevator is down, announcements will be sent from Landlord's property manager designating use of another elevator. At no time should any lab materials travel in passenger elevators.

19. Any dry ice brought into the Building must be delivered through Tenant's freight elevator only.

20. All nitrogen tanks must travel in Tenant's freight elevator and should never be left unmanned outside of the Premises

EXHIBIT 8

LANDLORD'S SERVICES

· On-site bicycle parking

· Shower facilities in the Building

· To the extent capacity is available beyond base Building requirements (such available capacity, "**Lessee Capacity**"). Landlord's sole obligation for either providing emergency generators or providing emergency back-up power to Tenant shall be to: (i) provide an emergency generator for use of one or more tenants in the Building, including Tenant (the "**Back-up Generator**") with Tenant's Share of the Lessee Capacity (Tenant hereby acknowledging that Tenant's equipment to be connected to the Back-Up Generator collectively shall use no more than Tenant's Share of the Lessee Capacity), and (ii) maintain the Back-up Generator as per the manufacturer's standard maintenance guidelines. In the event that Tenant's equipment connected to the Back-Up Generator uses more than Tenant's Share of the Lessee Capacity, Tenant shall, upon Landlord's demand, disconnect from the Back-Up Generator such equipment as may be necessary to reduce Tenant's use to equal or be less than Tenant's Share of the Lessee Capacity. Landlord shall provide reasonable prior notice of any planned period of replacement, repair or maintenance of the Back-up Generator and within one (1) business day after Landlord learns that the Back-up Generator is not operational, however Landlord shall have no obligation to provide Tenant with an alternative back-up generator or alternative sources of back-up power. Tenant expressly acknowledges and agrees that Landlord does not guaranty that the Back-up Generator will be operational at all times or that emergency power will be available to the Premises when needed. So long as Landlord is not in default of its obligations under this paragraph, in no event shall Landlord be liable to Tenant or any other party for any damages of any type suffered by Tenant or any other person in the event that any emergency generator or back-up power or any replacement thereof fails or does not provide sufficient power.

EXHIBIT 9 FORM OF RNDA

RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made and entered into as of the day of February, 2015 by and between **SCHOLAR ROCK, INC.,** a Delaware corporation with an address of 300 Third Street, 4th Floor, Cambridge, MA 02142 ("**Subtenant**"). **MIT 620 MEMORIAL LLC,** a Massachusetts limited liability company with an address c/o MIT Investment Management Company, 238 Main Street, Suite 200, Cambridge, MA 02142 ("**Master Lessor**") and **620 MEMORIAL LEASEHOLD LLC,** a Massachusetts limited liability company with an address c/o MIT Investment Management Company, 238 Main Street, Suite 200, Cambridge, MA 02142 ("**Master Tenant**").

W I T N E S S E T H

REFERENCE is hereby made to that certain Master Lease Agreement dated as of May 15, 2014 by and between Master Lessor, as landlord, and Master Tenant, as tenant (as it may be amended from time to time, the "**Master Lease**") with respect to the property commonly known as 620 Memorial Drive, Cambridge, Massachusetts (as more particularly described in the Master Lease, the "**Property**").

REFERENCE is also hereby made to that certain lease dated on or about the date hereof by and between Master Tenant, as landlord, and Subtenant, as tenant (as the same may be amended in accordance with Section 5 below, the "**Sublease**"), with respect to a portion of the Property consisting of approximately 11,833 rentable square feet on the second (2nd) floor (the "**Subleased Premises**") of the building located on the Property; and WHEREAS, subject to the terms and conditioned hereinafter set forth, Master Lessor has agreed (a) to recognize the rights of Subtenant under the Sublease, and (b) not to disturb Subtenant's use and enjoyment of the Subleased Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals: Capitalized Terms. The foregoing recitals are hereby incorporated by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Master Lease.

2. Sublease. Master Tenant and Subtenant each hereby warrants and represents that the copy of the Sublease delivered to Master Lessor is a true, complete and accurate copy of the Sublease, and that there are no other agreements, contracts or documents between Master Tenant and Subtenant relating to Subtenant's rights with respect to the Subleased Premises.

3. Subtenant Not To Be Disturbed. So long as Subtenant is not in default (beyond any period given Subtenant by the terms of the Sublease to cure such default) in the payment of rent or additional rent or of any of the terms, covenants or conditions of the Sublease on Subtenant's part to be performed, (a) Subtenant's possession of the Subleased Premises, and its rights and privileges under the Sublease, including but not limited to any extension or renewal rights, if

any, shall not be diminished or interfered with by Master Lessor, and (b) Master Lessor will not join Subtenant as a party defendant in any action or proceeding terminating Master Tenant's possession of the Property unless such joinder is necessary to terminate such possession and then only for such purpose and not for the purpose of terminating the Sublease.

4. Tenant To Attorn To Master Lessor. If the Master Lease is terminated pursuant to the terms thereof, or if Master Tenant rejects the Sublease in the course of a bankruptcy proceeding, or if Master Lessor purchases Master Tenant's leasehold interest pursuant to Article XIX of the Master Lease, then (a) the Sublease shall continue in full force and effect as a direct lease between Master Lessor and Subtenant (subject to Section 8 below); provided, however, that Master Lessor and its assigns shall not be (i) liable for any misrepresentation, act or omission of Master Tenant, (ii) subject to any counterclaim, demand or offset which Subtenant may have against Master Tenant; (iii) liable for the return of any security deposit or letter of credit not actually received by Master Lessor and with respect to which Subtenant agrees to look solely to Master Tenant for refund or reimbursement; (iv) bound by any advance payment of rent or additional rent or any other sums made by Subtenant to Master Tenant, except for rent or additional rent applicable to the then-current unless such advance payment is received by Master Lessor; (v) obligated to cure any defaults under the Sublease of Master Tenant which occurred prior to the termination of the Master Lease, provided, however, that the foregoing shall not release Master Lessor from liability for any default of its obligations under the Lease continuing after the date on which Master Lessor succeeds to Master Tenant's interest under the Sublease, including without limitation any maintenance obligations; or (vi) bound by any covenant to undertake, complete, or pay for any improvements to the Subleased Premises; and (b) Subtenant shall attorn to Master Lessor as its landlord under the Sublease, said attornment to be effective and self-operative without the execution of any further instruments. Master Lessor and Subtenant each hereby agrees to execute an instrument in form and substance reasonably acceptable to both parties acknowledging the continuation of the Sublease for the Subleased Premises as a direct lease for the Subleased Premises on the terms and conditions set forth in this Agreement. In addition, Subtenant shall execute and deliver, upon the request of Master Lessor, an instrument or certificate regarding the status of the Sublease consisting of statements, if true (and if not true, specifying in what respect), in the case of the Sublease by Subtenant (A) that the Sublease is in full force and effect, (B) the amounts and date through which rentals have been paid, (C) the commencement date, rent commencement date and duration of the term of the Sublease, (D) that to the best of its knowledge and belief, no default, or state of facts, which with the passage of time, or notice, or both, would constitute a default, exists on the part of either party to the Sublease, and (E) the dates on which payments of additional rent, if any, are due under the Sublease.

5. Sublease Amendments. Subtenant shall not amend the Sublease without the prior written consent of Master Lessor, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that such consent may be withheld by Master Lessor in its sole and absolute discretion if such amendment (a) reduces the rent payable under the Sublease, (b) provides for any expansion rights, (c) extends the term of the Sublease in addition to Subtenant's current right(s) to extend the term under the Sublease, if any, (d) reduces any of the liabilities and obligations of Subtenant under the Sublease, or (e) increases any of the obligations of Master Tenant under the Sublease. Any such amendment made without Master Lessor's consent shall not be binding on Master Lessor.

6. Master Lessor's Right to Notice and Cure. Subtenant covenants and agrees to: (a) concurrently give Master Lessor any default notices given to Master Tenant under the Sublease at the following address(es) until otherwise specified in writing by Master Lessor: MIT 620 Memorial LLC, c/o MIT Investment Management Company, 238 Main Street, Suite 200, Cambridge, MA 02142, Attention: Managing Director of Real Estate, with a copy to Goulston & Storrs, P.C., 400 Atlantic Avenue, Boston, MA 02110, Attention: Colleen P. Hussey, Esq.; (b) provide Master Lessor with at least ten (10) days plus the number of days (and the same opportunities and rights) as are available to Master Tenant under the Sublease to cure any of Master Tenant's defaults thereunder; and (c) accept Master Lessor's curing of any of Master Tenant's defaults under the Sublease as performance by Master Tenant thereunder.

7. Amendments. This Agreement may not be waived, changed, or discharged orally, but only by agreement in writing and signed by Master Lessor, Master Tenant and Subtenant, and any oral waiver, change, or discharge of this Agreement or any provisions hereof shall be without authority and shall be of no force and effect.

8. Revisions to Sublease. Notwithstanding anything contained in this Agreement or the Sublease to the contrary, in the event that the Master Lease is terminated pursuant to the terms thereof, or if Master Tenant rejects the Sublease in the course of a bankruptcy proceeding:

(a) Master Lessor's obligations with respect to reconciliation of, and Subtenant's inspection of records relating to, Operating Costs shall be limited to the extent that Master Lessor does not receive all records and books relating to such Operating Costs.

(b) As of the date of such termination or rejection, all representations and warranties on the part of "Landlord" contained in the Lease shall be deemed deleted and of no further force and effect.

(c) Master Lessor shall not have any liability or obligations pursuant to the brokerage provision of the Sublease.

9. Security Deposit. If the Master Lease is terminated pursuant to the terms thereof, or if Master Tenant rejects the Sublease in the course of a bankruptcy proceeding, or if Master Lessor purchases Master Tenant's leasehold interest pursuant to Article XIX of the Master Lease, then Master Tenant shall deliver to Master Lessor the cash security deposit and the original letter of credit (including any amendments thereto), if any. In the event that Master Tenant fails to deliver the same, Subtenant shall, at Master Lessor's written request and at Subtenant's sole cost and expense, use commercially reasonably efforts (including, without limitation, the payment of any fees required by the issuer of any such letter of credit and the execution of such reasonable documents as Master Lessor may deem necessary) in order to (a) cause Master Tenant to deliver to Master Lessor any cash security deposit, and (b) cause the original letter of credit issued to Master Tenant to be (i) assigned to Master Lessor or (ii) terminated or canceled. If such letter of credit is so terminated or canceled, Master Tenant shall deliver to Master Lessor a new original letter of credit naming Master Lessor as beneficiary and otherwise meeting the requirements set forth in the Sublease.

10. Relation between Master Lessor and Master Tenant. Notwithstanding anything to the contrary contained herein, if *at the time* that Master Lessor succeeds to the interest of Master Tenant as landlord under the Sublease, Master Tenant directly or indirectly controls, is controlled by or is under common control with Master Lessor, then, in such event, Master Lessor agrees that no term, covenant or condition of this Agreement shall be interpreted or enforced by Master Lessor in any manner that would have the effect of amending or modifying the Sublease, releasing Master Lessor from any obligation under the Sublease or otherwise reducing the obligations of the landlord thereunder or increasing the obligations of Subtenant thereunder.

11. Miscellaneous. This Agreement shall be deemed to have been executed and delivered within the Commonwealth of Massachusetts, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts without regard to the laws governing conflicts of laws. If any term of this Agreement or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Agreement, the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. This Agreement is binding upon and shall inure to the benefit of Master Lessor, Master Tenant and Subtenant and their respective successors and assigns. Each party has cooperated in the drafting and preparation of this Agreement and, therefore, in any construction to be made of this Agreement, the same shall not be construed against either parry. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and costs. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, and may not be amended, waived, discharged or terminated except by a written instrument signed by all the parties hereto.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as an instrument under seal as of the date first above written.

MASTER LESSOR:
MIT 620 MEMORIAL LLC

By: _____
Seth D. Alexander, President

MASTER TENANT:
620 MEMORIAL LEASEHOLD LLC

By: _____
Seth D. Alexander, President

SUBTENANT:
SCHOLAR ROCK, INC.

By: _____
Name:
Title:

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "**First Amendment**") is made as of February 22, 2016 by and between 620 MEMORIAL LEASEHOLD LLC, a Massachusetts limited liability company with an address of 238 Main Street, Suite 200, Cambridge, MA 02142 ("**Landlord**"), and SCHOLAR ROCK, INC., a Delaware corporation with an address of 300 Third Street, 4th Floor, Cambridge, MA 02142 ("**Tenant**").

WITNESSETH

WHEREAS, Landlord and Tenant executed that certain Lease dated March 5, 2015 (the "**Lease**"), pursuant to which Landlord is leasing to Tenant certain space on the second (2nd) floor of the building located at 620 Memorial Drive, Cambridge, MA (the "**Building**");

WHEREAS, as a result of final Building measurements, the rentable square footage of the Building and the Premises has changed;

WHEREAS, the Final Cost Estimate disclosed that the Work Costs exceeded Landlord's Contribution by more than $174,285 (which is $15 multiplied by the number of rentable square feet in the Premises, as set forth below in this First Amendment) and Tenant has elected to increase Base Rent in accordance with Section 3.4(b)(iii) of the Lease;

WHEREAS, Tenant shall pay the balance of the Work Costs in accordance with Section 3.4(b)(iv) of the Lease.

NOW, THEREFORE, in consideration of the covenants herein reserved and contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Landlord and Tenant hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are hereby incorporated by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Lease.

2. Dates. The Term Commencement Date occurred on August 26, 2015 and the Rent Commencement Date occurred on October 26, 2015.

3. Rentable Square Footage. Although the Lease states that the Building contains approximately 89,443 rentable square feet and the Premises contains approximately 11,833 rentable square feet, Landlord and Tenant acknowledge and agree that the Building currently contains approximately 89,496 rentable square feet and the Premises currently contains approximately 11,619 rentable square feet.

4. Tenant's Share. As of the date hereof, Tenant's Share is calculated as 12.983% (11.619 / 89.496) and Tenant's Tax Share is calculated as 12.983% (11,619 / 89.496).

5. Base Rent. Notwithstanding anything to the contrary, Base Rent shall be paid in the following amounts and otherwise in accordance with the terms of the Lease:

Period of Time	Annual Base Rent	Monthly Installment of Base Rent
10/26/15-2/28/16		$ 50,349.00
3/1/16-10/31/16		$ 54,088.49
11/1/16-10/31/17	$ 667,187.52	$ 55,598.96
11/1/17-10/31/18	$ 685,856.93	$ 57,154.74
11/1/18-10/31/19	$ 705,086.42	$ 58,757.20
11/1/19-10/31/20	$ 724,892.80	$ 60,407.73

Tenant shall be entitled to a credit (equal to the amount of Base Rent actually paid in excess of the amounts set forth above for the period October 26, 2015 — February 28, 2016) against the monthly installment of Base Rent payable with respect to March, 2016.

6. Landlord's Contribution. Notwithstanding anything to the contrary, Landlord's Contribution is Six Hundred Thirty-Nine Thousand Forty-Five Dollars ($639,045), subject to Section 3.4 of the Lease.

7. Ratification. Except as amended hereby, the terms and conditions of the Lease shall remain unaffected. From and after the date hereof, all references to the Lease shall mean the Lease as amended hereby. Additionally, Landlord and Tenant each confirms and ratifies that, as of the date hereof and to its actual knowledge, (a) the Lease is and remains in good standing and in full force and effect, and (b) neither party has any claims, counterclaims, set-offs or defenses against the other party arising out of the Lease or the Premises or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

8. Miscellaneous. This First Amendment shall be deemed to have been executed and delivered within the Commonwealth of Massachusetts, and the rights and obligations of Landlord and Tenant hereunder shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts without regard to the laws governing conflicts of laws. If any term of this First Amendment or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this First Amendment, the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. This First Amendment is binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. Each party has cooperated in the drafting and preparation of this First Amendment and, therefore, in any construction to be made of this First Amendment, the same shall not be construed against either party. In the event of litigation relating to this First Amendment, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and costs. This First Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, and may not be amended, waived, discharged or terminated except by a written instrument signed by all the parties hereto. A facsimile,

PDF or other electronic signature on this First Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[signatures on following page]

[SIGNATURE PAGE TO FIRST AMENDMENT TO LEASE BY AND BETWEEN 620 MEMORIAL LEASEHOLD LLC AND SCHOLAR ROCK, INC.]

EXECUTED under seal as of the date first set forth above.

LANDLORD: 620 MEMORIAL LEASEHOLD LLC

By: _____
Seth D. Alexander, President

TENANT: SCHOLAR ROCK, INC.

By: _____
Name: _____
Title: _____

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "**Second Amendment**") is made as of February 22, 2018 by and between 620 MEMORIAL LEASEHOLD LLC, a Massachusetts limited liability company with an address c/o MIT Cambridge Real Estate LLC, 238 Main Street, Suite 200, Cambridge, MA 02142 ("**Landlord**"), and SCHOLAR ROCK, INC., a Delaware corporation with an address of 620 Memorial Drive, Second (2nd) Floor, Cambridge, MA 02139 ("**Tenant**").

W I T N E S S E T H

WHEREAS, Landlord and Tenant executed that certain Lease dated March 5, 2015, as amended by that certain First Amendment to Lease dated as of February 22, 2016 (collectively, the "**Lease**"), pursuant to which Landlord is leasing to Tenant certain space consisting of approximately 11,619 rentable square feet on the second (2nd) floor (as more particularly described in the Lease, the "**Original Premises**") of the building located at 620 Memorial Drive, Cambridge, MA (the "**Building**"):

WHEREAS, the Initial Term of the Lease is scheduled to expire on October 31, 2020;

WHEREAS, Landlord and Tenant wish to extend the Initial Term of the Lease on the terms and conditions hereinafter set forth;

WHEREAS, Tenant wishes to lease additional premises on the second (2nd) floor of the Building consisting of approximately 9,132 rentable square feet (as more particularly shown on the plan attached hereto as Exhibit A, the "**Expansion Space**");

WHEREAS, Landlord is willing to lease the Expansion Space to Tenant on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant wish to amend the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein reserved and contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are hereby incorporated by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Lease.

2. Extension of Term.

(a) *Extension of Initial Term.* Notwithstanding anything to the contrary set forth in the Lease, effective as of the ES Commencement Date (hereinafter defined), the Initial Term of the Lease shall, unless earlier terminated in accordance with the Lease, end on the last day of the fifth (5th) Expansion Space Year (hereinafter defined).

(b) *Extension Right.* As of the ES Commencement Date, Section 1.2 of the Lease shall be deleted in its entirety and replaced with the following:

(a) Provided (i) Tenant, an Affiliated Entity (hereinafter defined) and/or a Successor (hereinafter defined) is/are then occupying at least seventy-five percent (75%) of the Extension Premises(1) (hereinafter defined) on the date of the Extension Notice (hereinafter defined); and (ii) there is no Event of Default (1) as of the date of the Extension Notice (hereinafter defined), and (2) at the commencement of the Extension Term (hereinafter defined), Tenant shall have the option to extend the Term with respect to the Original Premises and/or the Expansion Space for one (1) additional term of five (5) years (the "**Extension Term**"), commencing as of the expiration of the Initial Tenn. Tenant must exercise such option to extend by giving Landlord written notice (the "**Extension Notice**") indicating the portion of the Premises with respect to which Tenant is extending the Term (i.e., the Original Premises and/or the Expansion Space) (the "**Extension Premises**") on or before the date that is nine (9) months prior to the expiration of the then-current term of this Lease, *time being of the essence* (it being understood and agreed that, if the Extension Notice does not indicate the portion of the Premises with respect to which Tenant is extending the Term, Tenant shall be deemed to have designated both the Original Premises and the Expansion Space as the Extension Premises). Notwithstanding the foregoing, Landlord may nullify Tenant's exercise of its option to extend the Term by written notice to Tenant (the "**Nullification Notice**") if (A) on the date Landlord receives the Extension Notice, an event then exists which, with the passage of time and/or the giving of notice, would constitute an Event of Default hereunder and (B) Tenant fails to cure the default described in the Nullification Notice within the applicable cure period set forth in Section 20.1 of the Lease after receipt of the Nullification Notice (Landlord hereby agreeing to acknowledge in writing if Tenant does cure such default within such applicable cure period, in which event the Nullification Notice will be of no force and effect). Upon the timely giving of the Extension Notice, the Term shall be deemed extended with respect to the Extension Premises upon all of the terms and conditions of this Lease, except that Base Rent during the Extension Term shall be calculated in accordance with this Section 1.2, Landlord shall have no obligation to construct or renovate the Extension Premises and Tenant shall have no further right to extend the Term. If Tenant fails to timely give the Extension Notice, as aforesaid, Tenant shall have no further right to extend the Term. Notwithstanding the fact that Tenant's proper and timely exercise of such option to extend the Term shall be self-executing, the parties shall promptly execute a lease amendment reflecting such Extension Term for the Extension Premises after Tenant exercises such option. The execution of such lease amendment shall not be deemed to waive any of the conditions to Tenant's exercise of its rights under this Section 1.2.

(1) i.e., if the Extension Premises consists of only the Original Premises, then Tenant, an Affiliated Entity and/or a Successor must then be occupying at least seventy-five percent (75%) of the Original Premises; if the Extension Premises consists of only the Expansion Space, then Tenant, an Affiliated Entity and/or a Successor must then be occupying at least seventy-five percent (75%) of the Expansion Space; and if the Extension Premises consists of the Original Premises and the Expansion Space, then Tenant, an Affiliated Entity and/or a Successor must then be occupying at least seventy-five percent (75%) of the entire Premises (the Original Premises and the Expansion Space)

(b) The Base Rent with respect to the Extension Premises during the Extension Term (the "**Extension Term Base Rent**") shall be determined in accordance with the process described hereafter. Extension Term Base Rent shall be the greater of (i) Base Rent for the last Rent Year of the prior term, on a per rentable square foot basis, or (ii) the fair market rental value of the Extension Premises as of the commencement of the Extension Term as determined in accordance with the process described below, for renewals of first-class combination laboratory and office space in the East Cambridge/Cambridgeport area of equivalent quality, size, utility and location, with the length of the Extension Term and the credit standing of Tenant to be taken into account. Within thirty (30) days after receipt of the Extension Notice, Landlord shall deliver to Tenant written notice of its determination of the Extension Term Base Rent. Tenant shall, within thirty (30) days after receipt of such notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Extension Term Base Rent ("**Tenant's Response Notice**"). If Tenant fails timely to deliver Tenant's Response "Notice, Landlord's determination of the Extension Term Base Rent shall be binding on Tenant.

(c) If and only if Tenant's Response Notice is timely delivered to Landlord and indicates both that Tenant rejects Landlord's determination of the Extension Term Base Rent and desires to submit the matter to arbitration, then the Extension Term Base Rent shall be determined in accordance with the procedure set forth in this Section 1.2(c). In such event, within ten (10) days after receipt by Landlord of Tenant's Response Notice indicating Tenant's desire to submit the determination of the Extension Term Base Rent to arbitration, Tenant and Landlord shall each notify the other, in writing, of their respective selections of an appraiser (respectively, "**Landlord's Appraiser**" and "**Tenant's Appraiser**"). Landlord's Appraiser and Tenant's Appraiser shall then jointly select a third appraiser (the "**Third Appraiser**") within ten (10) days of their appointment. All of the appraisers selected shall be individuals with at least five (5) consecutive years' commercial appraisal experience in the area in which the Premises are located, shall be members of the Appraisal Institute (M.A.I.), and, in the case of the Third Appraiser, shall not have acted in any capacity for either Landlord or Tenant within five (5) years of his or her selection. The three appraisers shall determine the Extension Term Base Rent in accordance with the requirements and criteria set forth in Section 1.2(b) above, employing a process whereby Landlord's Appraiser and Tenant's Appraiser each sets forth its determination of the Extension Term Base Rent as defined above, and the Third Appraiser must select one or the other (it being understood that the Third Appraiser shall be expressly prohibited from selecting a compromise figure). Landlord's Appraiser and Tenant's Appraiser shall deliver their determinations of the Extension Term Base Rent to the Third Appraiser within five (5) days of the appointment of

the Third Appraiser and the Third Appraiser shall render his or her decision within ten (10) days after receipt of both of the other two determinations of the Extension Term Base Rent. The Third Appraiser's decision shall be binding on both Landlord and Tenant. Each party shall bear the cost of its own appraiser and shall share equally in the cost of the Third Appraiser.

3. Lease of Expansion Space.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Expansion Space for a term (the "**ES Term**") commencing on the date on which Landlord delivers the Expansion Space to Tenant in the condition specified in Section 3(b) below (the "**ES Commencement Date**") and ending on the last day of the Term of the Lease (as it may be extended pursuant to the Lease as amended hereby), subject to all of the terms and conditions of the Lease (including without limitation the payment of utility charges) except as expressly set forth in this Second Amendment. The ES Commencement Date is targeted to occur on or about April 1, 2018. Landlord shall provide Tenant written notice at least ten (10) business days in advance of the date on which Landlord reasonably estimates the ES Commencement Date will occur. From and after the ES Commencement Date, the Premises shall be deemed to mean, for all purposes of the Lease (as amended hereby), collectively the Original Premises, the Expansion Space and former Common Areas on the second floor of the Building (comprising a total of 20,751 rentable square feet in the aggregate and consisting of all rentable square footage on the second floor of the Building), and accordingly, there will be no Common Areas on the second floor of the Building other than the elevators and stairwells.

(b) On the ES Commencement Date, (i) the Common Areas inside the Building shall be in compliance with Legal Requirements, and (ii) Landlord shall deliver the Expansion Space with all base building systems, including but not limited to HVAC, electrical, life safety and plumbing systems, serving the same in good working condition, with the portion of the Expansion Space currently leased to another tenant having been decommissioned by a Certified Industrial Hygienist. Subject to the foregoing, Tenant acknowledges and agrees that Tenant shall lease the Expansion Space in its "AS IS," "WHERE IS" condition and with all faults on the ES Commencement Date, without representations or warranties, express or implied, in fact or by law, of any kind, and without recourse to Landlord.

(c) Landlord shall use commercially reasonable efforts to cause the current tenant of the Expansion Space to timely vacate the Expansion Space (which efforts shall not be deemed to include litigation).

4. Base Rent.

(a) For purposes hereof, the "**ES Rent Commencement Date**" shall occur on the ES Commencement Date, provided, however, if the ES Commencement Date does not occur on or before May 1, 2018, then the ES Rent Commencement Date shall be delayed beyond the ES Commencement Date one day for every day between May 1, 2018 and the ES Commencement Date. Once the ES Commencement Date and the ES Rent Commencement Date are determined, Landlord and Tenant shall execute an agreement confirming the ES Commencement Date and the ES Rent Commencement Date.

(b) Notwithstanding anything to the contrary, commencing on the ES Rent Commencement Date, Base Rent with respect to the Expansion Space during the balance of the Initial Term shall be paid in the following amounts and otherwise in accordance with the terms of the Lease:

Expansion Space Year(2)	Annual Base Rent	Monthly Installment of Base Rent	Per RSF
1	$ 666,636.00	$ 55,553.00	$ 73.00
2	$ 686,635.08	$ 57,219.59	$ 75.19
3	$ 707,273.40	$ 58,939.45	$ 77.45
4	$ 728,459.64	$ 60,704.97	$ 79.77
5	$ 750,376.44	$ 62,531.37	$ 82.17

(c) Base Rent with respect to the Original Premises for the period through and including October 31, 2020 shall be paid in the amounts set forth in the Lease. Notwithstanding anything to the contrary, with respect to the period commencing on November 1, 2020 and ending on the last day of the Initial Term (as extended pursuant to Section 2 of this Second Amendment), Base Rent with respect to the Original Premises shall be calculated at the same rate per rentable square foot as Base Rent for the Expansion Space. For illustration purposes only, if November 1, 2020 occurs during Expansion Space Year 3, Base Rent with respect to the Original Premises for the period commencing on November 1**,** 2020 and ending on the last day of Expansion Space Year 3, inclusive, shall be $74,990.96 per month (calculated at $77.45 per rentable square foot per year).

5. Tenant's Share. From and after the ES Commencement Date, Tenant's Share is calculated as 23.187% (20,751 / 89,496) and Tenant's Tax Share is calculated as 23.187% (20,751 / 89,496).

6. Tenant's ES Work.

(a) *Tenant's ES Work*. Tenant shall have the right to perform Alterations to the Expansion Space in accordance with the terms of the Lease, including without limitation Section II thereof ("**Tenant's ES Work**"). Except for the ES Allowance (hereinafter defined) and the ES Additional Allowance (hereinafter defined), all of Tenant's ES Work shall be performed at Tenant's sole cost and expense.

(b) *ES Allowance*.

(i) As an inducement to Tenant's entering into this Second Amendment, Landlord shall, subject to Section 6(b)(ii) below and the last sentence of this Section 6(b)(i), provide to Tenant a special tenant improvement allowance equal to Ninety-One Thousand Three Hundred Twenty and 00/100 Dollars ($91,320.00) (the "ES Allowance") to be

(2) For purposes hereof, Expansion Space Year 1 shall commence on the ES Rent Commencement Date and shall end on the last day of the month in which the first (1st) anniversary of the ES Rent Commencement Date occurs; provided, however, that if the ES Rent Commencement Date occurs on the first day of a calendar month, then Expansion Space Year 1 shall end on the day immediately preceding the first (1st) anniversary of the ES Rent Commencement Date. Thereafter, "**Expansion Space Year**" shall be defined as any subsequent twelve (12) month period during the Term of the Lease.

used by Tenant solely for costs incurred by Tenant for Tenant's ES Work. For the purposes hereof, the cost to be so reimbursed by Landlord shall not include (A) the cost of any of Tenant's Property, including without limitation telecommunications and computer equipment and all associated wiring and cabling, any de-mountable decorations, artwork and partitions, signs, and trade fixtures, (B) the cost of any fixtures or Alterations that will be removed at the end of the Term, (C) any fees paid to Tenant, any Affiliate or Successor, (D) more than Thirteen Thousand Six Hundred Ninety-Eight Dollars ($13,698) of any architectural and/or engineering fees, and (E) any other so-called "soft costs."

(ii) Subject to Section 6(b)(iii) below, Landlord shall pay the ES Allowance to Tenant within thirty (30) days after receipt of (A) reasonable evidence of the substantial completion of Tenant's ES Work, (B) reasonable evidence that the cost of Tenant's ES Work, less the amounts referenced in the last sentence of Section 6(b)(i) above, equaled or exceeded the ES Allowance (including, without limitation, invoices from Tenant's contractors, vendors, service providers and consultants (collectively, "**Contractors**") and

certifications executed by the Chief Financial Officer or Treasurer of Tenant as to the total cost of Tenant's ES Work and compliance with this Section 6(b)), and (C) final lien waivers and subordinations of lien, as specified in M.G.L. Chapter 254, Section 32 ("**Lien Waivers**") with respect to all items, services and work performed in connection with Tenant's ES Work.

If Tenant elects to perform Tenant's ES Work in phases, (x) Tenant shall notify Landlord in writing of such election prior to or simultaneously with substantial completion of the first phase thereof, (y) the references in the first paragraph of this Section 6(b)(ii) to "Tenant's ES Work" shall be deemed to refer to "the applicable phase of Tenant's ES Work," and (z) the provisions of this paragraph will apply. If the cost of the first phase of Tenant's ES Work, less the amounts referenced in the last sentence of Section 6(b)(i) above, is equal to or exceeds the ES Allowance (and the ES Additional Allowance, if applicable), then Landlord shall pay the entire ES Allowance (and the ES Additional Allowance, if applicable) to Tenant within thirty (30) days after receipt of the items referenced in the first paragraph of this Section 6(b)(ii) (as modified by this paragraph). If the cost of the first phase of Tenant's ES Work (less the amounts referenced in the last sentence of Section 6(b)(i) above) is less than the ES Allowance (and the ES Additional Allowance, if applicable), then Landlord shall reimburse Tenant for the cost of each phase of Tenant's ES Work (less the amounts referenced in the last sentence of Section 6(b)(i) above) within thirty (30) days after receipt of the items referenced in the first paragraph of this Section 6(b)(ii) (as modified by this paragraph) applicable to such phase until the ES Allowance (and the ES Additional Allowance, if applicable) has been paid in full, it being acknowledged and agreed that in no event shall such reimbursements in the aggregate exceed the ES Allowance (and the ES Additional Allowance, if applicable).

(iii) Notwithstanding anything to the contrary herein contained: (A) Landlord shall have no obligation to pay any portion of the ES Allowance and/or the ES Additional Allowance (collectively, the "**Allowances**") (x) before the ES Commencement Date or (y) after the date (the "**Outside Requisition Date**") which is twelve (12) months after the ES Commencement Date; provided, however, that if Tenant certifies to Landlord that it is engaged in a good faith dispute with any contractor, such Outside Requisition Date shall be extended while such dispute is ongoing, so long as Tenant is diligently prosecuting the resolution of such dispute; (B) Tenant shall not be entitled to any unused portion of the Allowances; and

(C) Landlord's obligation to pay any portion of the Allowances shall be conditioned upon there existing no default by Tenant in its obligations under the Lease at the time that Landlord would otherwise be required to make such payment (it being understood and agreed that if Tenant cures such default prior to the expiration of the notice and/or cure periods set forth in Section 20,1 of the Lease, Landlord shall make such payment promptly after the cure is effectuated).

(c) *ES Additional Allowance.* By written notice (the "**ES Additional Allowance Notice**") delivered to Landlord on or before the date that is six (6) months following the ES Commencement Date, *time being of the essence*, Tenant shall have the right to receive an additional allowance in an amount not to exceed One Hundred Thirty-Six Thousand Nine Hundred Eighty and 00/100 Dollars ($136,980.00) (the "**ES Additional Allowance**"). If Tenant timely delivers the ES Additional Allowance Notice, the ES Additional Allowance shall be paid in accordance with the process described in Section 6(b) above with respect to the ES Allowance. Commencing on the first day of the calendar month immediately after the Outside Requisition Date and thereafter during the balance of the Initial Term (as extended by this Second Amendment), at the same time and place as provided in the Lease for the payment of Base Rent, Tenant shall repay to Landlord, as additional rent hereunder, the total amount of the ES Additional Allowance paid by Landlord in equal monthly installments based upon an interest rate of 8.0% per annum and amortized over the balance of the Initial Term of the Lease. If Tenant timely requests the ES Additional Allowance, Landlord shall prepare and the parties shall execute an amendment to the Lease specifying the repayment schedule therefor. Notwithstanding anything to the contrary contained herein, the entire outstanding balance of the ES Additional Allowance shall be paid by Tenant to Landlord within thirty (30) days after any earlier termination of this Lease.

7. Parking. Commencing on the ES Commencement Date, Landlord shall, subject to the terms of Section 1.2(b) of the Lease, make available nine (9) additional parking passes for Tenant's use in the parking areas located in the lot in front of the Building which serve the Building (subject to Landlord's relocation right set forth in Section 1.4(b) of the Lease). Notwithstanding anything to the contrary, so long as such parking areas are leased or subleased to a third party, all payments required to be made by Tenant with respect to parking shall be paid to such parking tenant.

8. Emergency Generator. Landlord's obligations with respect to the Back-up Generator shall be as set forth in Exhibit 8 to the Lease.

9. Notices to Tenant. Until Tenant changes the address or specifies an additional address for Notices in accordance with Section 24 of the Lease, Notices to Tenant shall be addressed to Tenant at the Premises, Attention: Elan Ezickson, with copies to (a) Tenant at the Premises, Attention: Scott Murphy, and (b) Goodwin Procter LLP, 100 Northern Avenue, Boston, MA 02210, Attention: Nicole W. Riley, Esq.

10. Broker. Tenant and Landlord each represents and warrants that it has dealt with no broker in connection with the consummation of this Second Amendment other than Newmark Knight Frank (which represented Landlord) and Transwestern Consulting Group (which represented Tenant) (collectively referred to as "**Broker**"). Tenant and Landlord each agrees to defend, indemnify and save the other harmless from and against any Claims arising in breach of

its representation and warranty set forth in the immediately preceding sentence. Landlord shall be solely responsible for the payment of any brokerage commissions to Broker pursuant to one or more separate agreements.

11. Ratification. Except as amended hereby, the terms and conditions of the Lease shall remain unaffected. From and after the date hereof, all references to the Lease shall mean the Lease as amended hereby. Additionally, Landlord and Tenant each confirms and ratifies that, as of the date hereof and to its actual knowledge, (a) the Lease is and remains in good standing and in full force and effect, and (b) neither party has any claims, counterclaims, set-offs or defenses against the other party arising out of the Lease or the Premises or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

12. Miscellaneous. This Second Amendment shall be deemed to have been executed and delivered within the Commonwealth of Massachusetts, and the rights and obligations of Landlord and Tenant hereunder shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts without regard to the laws governing conflicts of laws. If any term of this Second Amendment or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Second Amendment, the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. This Second Amendment is binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns. Each party has cooperated in the drafting and preparation of this Second Amendment and, therefore, in any construction to be made of this Second Amendment, the same shall not be construed against either party. In the event of litigation relating to this Second Amendment, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and costs. This Second Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions, and may not be amended, waived, discharged or terminated except by a written instrument signed by all the parties hereto. A facsimile, PDF or other electronic signature on this Second Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[signatures on following page]

[SIGNATURE PAGE TO SECOND AMENDMENT TO LEASE BY AND BETWEEN
620 MEMORIAL LEASEHOLD LLC AND SCHOLAR ROCK, INC.]

EXECUTED under seal as of the date first set forth above.

LANDLORD:

620 MEMORIAL LEASEHOLD LLC
By: MIT Cambridge Real Estate LLC, its manager

By: _____
Seth D. Alexander, President and not individually

TENANT: SCHOLAR ROCK, INC.

By: _____
Name:
Title:

EXHIBIT A

PLAN OF EXPANSION SPACE

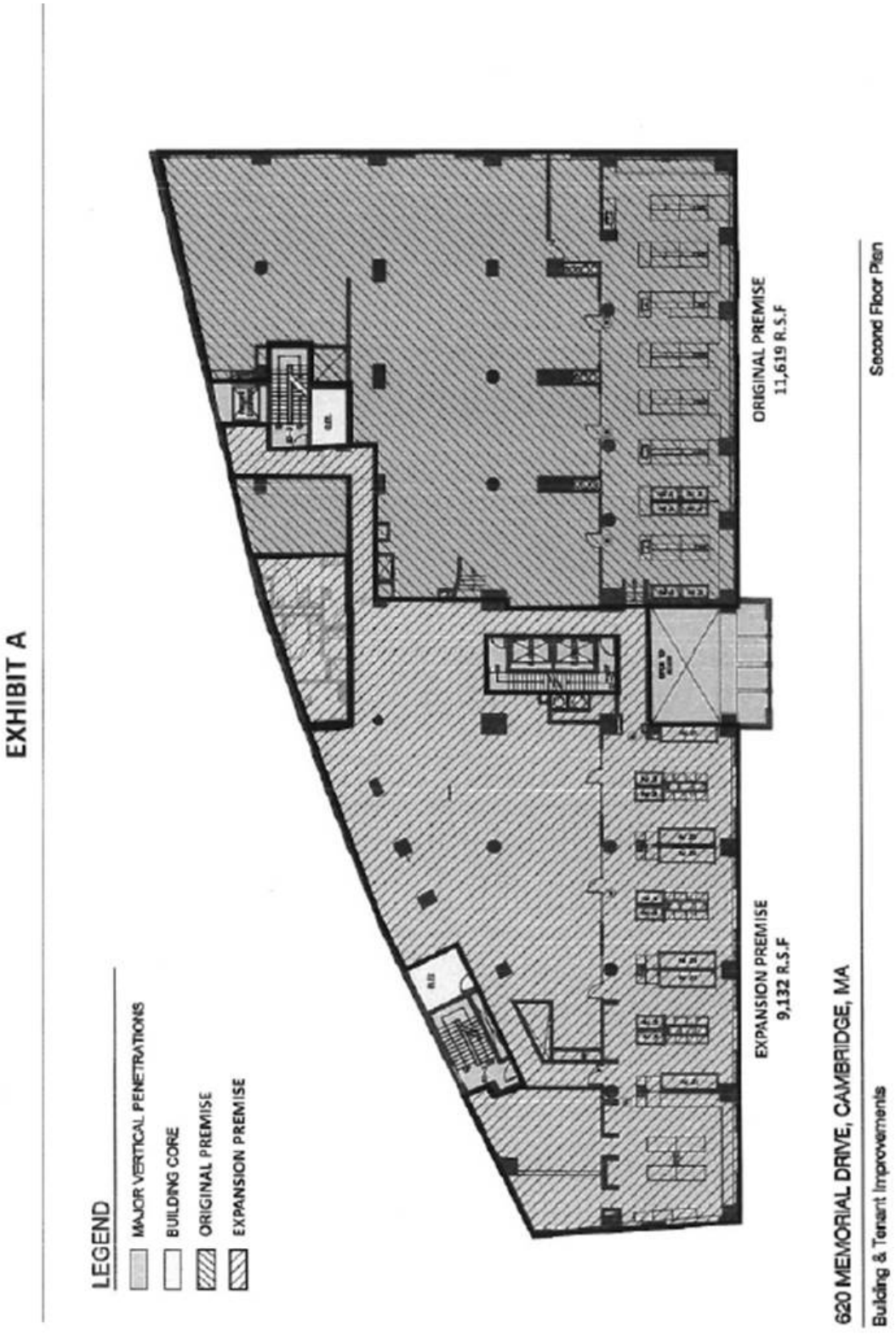

EXHIBIT 21.1

SUBSIDIARIES OF THE REGISTRANT

1. Scholar Rock, LLC
2. Scholar Rock, Inc.
3. Scholar Rock Securities Corporation

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 March 23, 2018, in the Registration Statement (Form S-1) and related Prospectus of Scholar Rock Holding Corporation dated April 27, 2018.

/s/ Ernst & Young LLP

Boston, Massachusetts
April 27, 2018

QuickLinks