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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 23, 2020

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

Delaware	**001-39244**	**83-3197402**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

4500 Great America Parkway Suite 100 #29 Santa Clara	**CA 95054**
(Address of principal executive offices)	**(Zip Code)**

(650) 800-6676
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Common Stock, $0.0001 par value per share, and one Warrant exercisable for one-half of one share of Common Stock at an exercise price of $11.50 per share	**VINCU**	**The Nasdaq Stock Market LLC**
Common Stock	**VINC**	**The Nasdaq Stock Market LLC**
Warrants	**VINCW**	**The Nasdaq Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b–2 of the Securities Exchange Act of 1934 (§240.12b–2 of this chapter).

Emerging growth company ☒

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

INTRODUCTORY NOTE

Due to the large number of events reported under the specified items of Form 8-K, this Current Report on Form 8-K is being filed in two parts. An amendment to this Form 8-K is being submitted for filing on the same date to include additional matters under Item 5.05 of Form 8-K.

On December 23, 2020 (the "Closing Date"), Vincera Pharma, Inc., a Delaware corporation (f/k/a LifeSci Acquisition Corp. ("LSAC")) (the "Company"), consummated the previously announced merger pursuant to that certain Merger Agreement, dated September 25, 2020 (the "Merger Agreement"), by and among LSAC, LifeSci Acquisition Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of LSAC ("Merger Sub"), VNRX Corp. (f/k/a Vincera Pharma, Inc.), a Delaware corporation ("Legacy Vincera Pharma"), and Raquel E. Izumi, as the representative of the stockholders of Legacy Vincera Pharma (such stockholders, the "Legacy Holders").

Pursuant to the terms of the Merger Agreement, a business combination between LSAC and Legacy Vincera Pharma was effected through the merger of Merger Sub with and into Legacy Vincera Pharma, with Legacy Vincera Pharma surviving the Merger (as defined below) and becoming a wholly-owned subsidiary of the Company and changing its name to VNRX Corp. (the "Merger" and, collectively with the other transactions described in the Merger Agreement, the "Business Combination"). On the Closing Date, the Company changed its name from LifeSci Acquisition Corp. to Vincera Pharma, Inc.

Immediately prior to the effective time of the Merger (the "Effective Time"), each share of Legacy Vincera Pharma's common stock, par value $0.0001 per share ("Legacy Vincera Pharma Common Stock"), other than any Dissenting Shares (as defined in the Merger Agreement), was canceled and the Legacy Holders received (i) 0.570895 shares of the Company's common stock, $0.0001 par value per share ("Company Common Stock"), for each share of Legacy Vincera Pharma Common Stock held by them immediately prior to the Effective Time and (ii) certain rights to additional shares of Company Common Stock (the "Earnout Shares") after the closing of the Business Combination.

The Legacy Holders are entitled to receive Earnout Shares after the closing of the Business Combination if the daily volume-weighted average price of Company Common Stock equals or exceeds the following prices for any 20 trading days within any 30 trading-day period (the "Trading Period") following the closing of the Business Combination: (1) during any Trading Period prior to the forty-two (42) month anniversary of the closing of the Business Combination, upon achievement of a daily volume-weighted average price of at least $20.00 per share, such number of shares of Company Common Stock as equals the quotient of $20.0 million divided by the Closing Price Per Share (as defined in the Proxy Statement (as defined below)); (2) during any Trading Period prior to the six (6) year anniversary of the closing, upon achievement of a daily volume-weighted average price of at least $35.00 per share, such number of shares of Company Common Stock as equals the quotient of $20.0 million divided by the Closing Price Per Share; and (3) during any Trading Period prior to the eight (8) year anniversary of the closing, upon achievement of a daily volume-weighted average price of at least $45.00 per share, such number of shares of Company Common Stock as equals the quotient of $20.0 million divided by the Closing Price Per Share. A total of 90.6% of (rounded to the nearest whole share) of the Earnout Shares then earned and issuable shall be issued to the Legacy Holders on a pro-rata basis based on the percentage of the number of shares of Legacy Vincera Pharma Common Stock owned by them immediately prior to the closing of the Business Combination, and the remaining Earnout Shares that would otherwise have been issuable shall not be issuable to the Legacy Holders but in lieu thereof the number of authorized shares available for issuance under the Vincera Pharma, Inc. 2020 Stock Incentive Plan shall be automatically increased by an equivalent number of shares of Company Common Stock.

The aggregate value of the shares of Company Common Stock received by the Legacy Holders pursuant to the Merger Agreement was $55.0 million and the aggregate value of Earnout Shares that the Legacy Holders are eligible to receive, subject to certain conditions, is an aggregate of up to $60.0 million.

A description of the Business Combination and the terms of the Merger Agreement are included in the definitive proxy statement filed with the Securities and Exchange Commission (the "SEC") on December 7, 2020 (the "Proxy Statement") in the sections entitled "Proposal No. 1—The Business Combination Proposal" beginning on page 89 and "The Merger Agreement" beginning on page 102 of the Proxy Statement.

The foregoing description of the Merger Agreement is a summary only and is qualified in its entirety by the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit 2.1 and incorporated herein by reference.

Item 1.01 Entry into a Material Definitive Agreement.

Registration Rights Agreement

In connection with the Business Combination, on December 23, 2020, the Company, the Legacy Holders, LifeSci Investments, LLC, LifeSci Holdings LLC, Rosedale Park, LLC and certain other stockholders of the Company entered into an Amended and Restated Registration and Stockholder Rights Agreement (the "Registration Rights Agreement"). The terms of the Registration Rights Agreement are described in the Proxy Statement in the section entitled "The Merger Agreement—Related Agreements Other Agreements Relating to the Business Combination—Registration Rights Agreement" on page 107 of the Proxy Statement. Pursuant to the Registration Rights Agreement, the parties thereto hold registration rights that obligate the Company to register for resale under the Securities Act of 1933, as amended (the "Securities Act"), all or any portion of Company Common Stock issued under the Merger Agreement, including any Earnout Shares. Such parties holding a majority-in-interest of all such registrable securities are entitled to make a written demand for up to three registrations under the Securities Act of all or part of the registrable securities. Under the Registration Rights Agreement, if the Company proposes to file a registration statement under the Securities Act with respect to its securities, the Company shall give notice to the holders of registrable securities as to the proposed filing and offer such holders an opportunity to register the resale of such number of their registrable securities as they request in writing, subject to certain exceptions. In addition, subject to certain exceptions, such holders of registrable securities will be entitled to request in writing that the Company register the resale of any or all of their registrable securities on Form S-3 and any similar short-form registration statement that may be available at such time.

The foregoing description of the Registration Rights Agreement is qualified in its entirety by the full text of the Registration Rights Agreement, a copy of which is attached hereto as Exhibit 4.4 and incorporated herein by reference.

Lock-up Agreements

In connection with the Business Combination, on December 23, 2020, the Company and the Legacy Holders entered into Resale Lock-up Agreements (each, a "Lock-up Agreement"), with respect to the shares of Company Common Stock received pursuant to the Business Combination or during the Lock-up Period (as defined below) (such shares, the "Lock-up Shares"). The terms of the Lock-up Agreements are described in the Proxy Statement in the section entitled "The Merger Agreement—Related Agreements Other Agreements Relating to the Business Combination—Lock-up Agreements" on page 106 of the Proxy Statement. The Lock-up Agreements provide for the securities of the Company held by the Legacy Holders to be locked-up for a period of six months following the Closing Date (the "Lock-up Period"), subject to certain exceptions.

The foregoing description of the Lock-up Agreements is qualified in its entirety by the full text of the Lock-up Agreements, a form of which is attached hereto as Exhibit 10.10 and incorporated herein by reference.

Voting and Support Agreement

In connection with the Business Combination, on December 23, 2020, the Legacy Holders, LifeSci Investments, LLC, LifeSci Holdings LLC, Rosedale Park, LLC and certain other stockholders of the Company entered into a Voting and Support Agreement (the "Voting Agreement"). The terms of the Voting Agreement are described in the Proxy Statement in the section entitled "The Merger Agreement—Related Agreements Other Agreements Relating to the Business Combination—Voting Agreement" on page 108 of the Proxy Statement. Under the Voting Agreement, such parties agreed to vote or cause to be voted all shares owned by them from time to time that may be voted in the election of the Company's board of directors (the "Board"), and cause their director designees, to ensure that (i) the size of the Board is set and remains at nine directors, (ii) seven persons nominated by the Legacy Holders and two persons nominated by stockholders of the Company who are parties to the Voting Agreement are elected to

the Board and (iii) no member of the Board is removed without the approval of the stockholders entitled to designate such director. The Voting Agreement will terminate upon the earliest to occur of (x) the written consent of the Company and a majority-in-interest of each of the Legacy Holders and stockholders of the Company who are parties to the Voting Agreement, (y) the consummation of an acquisition of the Company or (z) five years following the Closing Date.

The foregoing description of the Voting Agreement is qualified in its entirety by the full text of the Voting Agreement, a copy of which is attached hereto as Exhibit 4.5 and incorporated herein by reference.

Bayer License Agreement

On the Closing Date, Legacy Vincera Pharma's exclusive license agreement with Bayer AG and an entity affiliated with Bayer AG (collectively, "Bayer"), dated as of October 7, 2020 (the "Bayer License Agreement"), became effective. The terms of the Bayer License Agreement are described in the Proxy Statement in the section entitled "Vincera Pharma's Business—Bayer License Agreement" on page 161 of the Proxy Statement, and is incorporated herein by reference. Pursuant to the Bayer License Agreement, Bayer granted the Company an exclusive, royalty-bearing, worldwide license under certain Bayer patents and know-how to develop, use, manufacture, commercialize, sublicense and distribute, for all uses in the cure, mitigation, treatment or prevention of diseases or disorders in humans or animals, (i) a clinical-stage small molecule drug platform, including VIP152 (formerly known as BAY 1251152), a PTEFb inhibitor compound, and (ii) a preclinical stage bioconjugations/next-generation ADC platform, including VIP924 (formerly BAY-924), a SMDC, VIP943 (formerly known as BAY-943) next-generation ADC compounds. These platforms currently comprise the Company's entire product candidate pipeline.

The foregoing description of the Bayer License Agreement is qualified in its entirety by the full text of the Bayer License Agreement, a redacted copy of which is attached hereto as Exhibit 10.7 and incorporated herein by reference.

Indemnification Agreements

In connection with the Business Combination, on December 23, 2020, the Company entered into indemnification agreements with each of its directors and executive officers. These indemnification agreements provide the directors and executive officers with contractual rights to indemnification and advancement for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of the Company's directors or executive officers or as a director or executive officer of any other company or enterprise to which the person provides services at the Company's request.

The foregoing description of the indemnification agreements is qualified in its entirety by the full text of the form of indemnification agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure set forth in the "Introductory Note" above is incorporated by reference into this Item 2.01.

At a special meeting of stockholders of the Company held on December 22, 2020 (the "Special Meeting"), the Company's stockholders approved the Business Combination. The Business Combination was completed on December 23, 2020.

As of the Closing Date and following the completion of the Business Combination, the Company had the following outstanding securities:

- approximately 13,984,441 shares of Company Common Stock;
- approximately 6,563,767 public warrants, each exercisable for one-half of one share of Company Common Stock at a price of $11.50 per share (the "Public Warrants");

- approximately 3,570,000 private warrants, each exercisable for one share of Company Common Stock at a price of $11.50 per share (the "Private Warrants"); and
- approximately 2,760,011 units, each consisting of one share of Company Common Stock and one Public Warrant (the "Units"), with such component shares of Company Common Stock and Public Warrants included in the Company Common Stock and Public Warrant totals above.

FORM 10 INFORMATION

Prior to the closing of the Business Combination, the Company was a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) with no operations, formed as a vehicle to effect a business combination with one or more operating businesses. Upon the closing of the Business Combination, the Company became a holding company whose only assets consist of equity interests in Legacy Vincera Pharma.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements. Forward-looking statements provide the Company's current expectations or forecasts of future events. Forward-looking statements include statements about the Company's expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Words or phrases such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "objective," "ongoing," "plan," "potential," "predict," "project," "should," "will" and "would," or similar words or phrases, or the negatives of those words or phrases, may identify forward-looking statements, but the absence of these words does not necessarily mean that a statement is not forward-looking. Examples of forward-looking statements include, but are not limited to:

- the expected benefits of the Business Combination;
- the Company's financial and business performance following the Business Combination;
- strategic plans for the Company's business, products and technology;
- the Company's ability to develop or commercialize products;
- expected results and timing of the clinical trials and nonclinical studies;
- the Company's ability to comply with the Bayer License Agreement;
- developments and projections relating to the Company's competitors and industry;
- the Company's expectations regarding its ability to obtain and maintain intellectual property protection and not infringe on the rights of others;
- the Company's ability to retain key scientific or management personnel;
- expectations regarding the time during which the Company will be an emerging growth company under the Jumpstart Our Business Startups Act;
- the Company's future capital requirements and sources and uses of cash;
- the Company's ability to obtain funding for its operations;
- the outcome of any known and unknown litigation and regulatory proceedings;
- the Company's business, expansion plans and opportunities; and
- changes in applicable laws or regulations.

Forward-looking statements appear in several places in this Current Report on Form 8-K and in the Proxy Statement, including, without limitation, in the sections entitled "Trading Market and Dividends," "Management's Discussion and Analysis of Financial Conditions and Results of Operations of Vincera Pharma" and "Vincera Pharma's Business" in the Proxy Statement.

As a result of a number of known and unknown risks and uncertainties, the Company's actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ include:

- the Company's ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, the Company's ability to develop, grow and manage growth following the Business Combination;
- risks associated with preclinical or clinical development conducted prior to the Company's in-licensing;
- risks related to the rollout of the Company's business and the timing of expected business milestones;
- changes in the assumptions underlying the Company's expectations regarding its future business or business model;
- the Company's ability to develop and commercialize product candidates;
- general economic, financial, legal, political and business conditions and changes in domestic and foreign markets;
- changes in applicable laws or regulations;
- the impact of health epidemics, including the COVID-19 pandemic, on the Company's business;
- the size and growth potential of the markets for the Company's products, and the Company's ability to serve those markets;
- market acceptance of the Company's planned products;
- the Company's ability to raise capital;
- the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors; and
- other risks and uncertainties set forth in the Proxy Statement in the section entitled "Risk Factors" beginning on page 31 of the Proxy Statement, which is incorporated herein by reference.

Forward-looking statements are subject to known and unknown risks and uncertainties and are based on assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors described in "Risk Factors" in this Current Report on Form 8-K. The Company undertakes no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this Current Report on Form 8-K or to reflect the occurrence of unanticipated events.

Business and Properties

The business and properties of LSAC and Legacy Vincera Pharma prior to the Business Combination are described in the Proxy Statement in the sections entitled "LSAC's Business" beginning on page 183 and "Vincera Pharma's Business" beginning on page 140 of the Proxy Statement, and are incorporated herein by reference.

As of the Closing Date, the Company had 15 full-time equivalent employees located in the United States.

Risk Factors

The risks associated with the Company's business are described in the Proxy Statement in the section entitled "Risk Factors" beginning on page 31 of the Proxy Statement, and is incorporated herein by reference.

Selected Historical Financial Information

The selected historical financial information of Legacy Vincera Pharma as of December 31, 2019 and for the period from March 1, 2019 (inception) through December 31, 2019, and the historical condensed financial information as of September 30, 2020 and for the nine months ended September 30, 2020, are included in the Proxy Statement in the section entitled "Selected Historical Financial Information of Vincera Pharma" beginning on page 25 of the Proxy Statement, and are incorporated herein by reference.

Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information of the Company as of and for the year ended December 31, 2019 and as of and for the nine months ended September 30, 2020 is set forth in Exhibit 99.2 hereto and incorporated herein by reference

Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's discussion and analysis of the financial condition and results of operation of Legacy Vincera Pharma prior to the Business Combination is included in the Proxy Statement in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Vincera Pharma" beginning on page 122 of the Proxy Statement, and is incorporated herein by reference.

Directors and Executive Officers

Information with respect to the Company's directors and executive officers effective as of the Closing Date is set forth in the Proxy Statement in the sections entitled "Directors, Executive Officers, Executive Compensation and Corporate Governance—Directors and Executive Officers After the Business Combination" beginning on page 189 and "Directors, Executive Officers, Executive Compensation and Corporate Governance—Compensation of Directors and Executive Officers of Vincera Pharma" beginning on page 200 of the Proxy Statement, and are incorporated herein by reference.

Directors

Effective as of the Effective Time, in connection with the Business Combination, the size of the Board was set at nine members and Dr. Ahmed M. Hamdy, Dr. Raquel E. Izumi, Laura I. Bushnell, Dr. Brian J. Druker, Dr. John H. Lee, Dr. Mark A. McCamish, Christopher P. Lowe and Francisco D. Salva were appointed to serve as directors of the Company. Each of Barry Dennis, David Dobkin, Jonas Grossman, Michael Rice, Dr. Brian Schwartz, Karin Walker and Dr. John Ziegler resigned as directors of the Company effective as of the Effective Time. Dr. Andrew I. McDonald continues to serve as a director of the Company. Dr. Izumi, Ms. Bushnell and Dr. McCamish were appointed to serve as Class I directors, with terms expiring at the Company's 2021 annual meeting of stockholders; Dr. Lee, Mr. Lowe and Mr. Salva were appointed to serve as Class II directors, with terms expiring at the Company's 2022 annual meeting of stockholders; and Drs. Hamdy, Druker and McDonald were appointed to serve as Class III directors, with terms expiring at the Company's 2023 annual meeting of stockholders. Biographical information for these individuals is set forth in the Proxy Statement in the section entitled "Directors, Executive Officers, Executive Compensation and Corporate Governance—Directors and Executive Officers After the Business Combination" beginning on page 189 of the Proxy Statement, and is incorporated herein by reference.

Independence of Directors

The Company is a "controlled company" within the meaning of the listing rules of The Nasdaq Stock Market LLC (the "Nasdaq listing rules"). As a result, the Company qualifies for exemptions from certain corporate governance requirements under the Nasdaq listing rules, including the requirements that it have a board composed of a majority of "independent directors," as defined under such rules, and a compensation committee and a nominating and corporate governance committee that are each composed entirely of independent directors. Even though the Company is a controlled company, it intends to comply with the rules of the SEC and Nasdaq relating to such independence requirements with respect to the composition of the Board, compensation committee and nominating and corporate governance committee, as applicable, to companies which are not "controlled companies."

The Board has determined that each the directors of the Company other than Drs. Hamdy, Izumi and McDonald qualify as independent directors, as defined under the Nasdaq listing rules, and that the Board consists of a majority of "independent directors," as defined under the rules of the SEC and the Nasdaq listing rules relating to director independence requirements. Information with respect to the director independence is set forth in the Proxy Statement in the section entitled "Directors, Executive Officers, Executive Compensation and Corporate Governance—Directors and Executive Officers After the Business Combination—Director Independence" beginning on page 197 of the Proxy Statement, and is incorporated herein by reference.

Committees of the Board of Directors

Effective as of as of the Effective Time, the standing committees of the Board consist of an audit committee, a compensation committee and a nominating and corporate governance committee. Each of the committees reports to the Board.

Effective as of the Effective Time, the Board appointed Ms. Bushnell, Dr. Lee and Mr. Lowe to serve on the audit committee, with Mr. Lowe as chair of the audit committee. The Board appointed Dr. McCamish and Mr. Salva to serve on the compensation committee, with Dr. McCamish as chair of the compensation committee. The Board appointed Dr. Druker and Mr. Salva to serve on the nominating and corporate governance committee, with Mr. Salva as chair of the nominating and corporate governance committee.

Executive Officers

Effective as of the Effective Time, in connection with the Business Combination, the Board appointed Dr. Ahmed M. Hamdy to serve as President, Chief Executive Officer and Chairman of the Board, Dr. Raquel E. Izumi to serve as Chief Operations Officer and Secretary and Alexander A. Seelenberger to serve as Chief Financial Officer of the Company. Each of Dr. Andrew I. McDonald, Michael Rice and David Dobkin resigned as Chief Executive Officer and Chairman, Chief Operating Officer and Chief Financial Officer, respectively, effective as of the Effective Time. Biographical information for the executive officers is set forth in the Proxy Statement in the section entitled "Directors, Executive Officers, Executive Compensation and Corporate Governance—Directors and Executive Officers After the Business Combination—Executive Officers" beginning on page 189 of the Proxy Statement, and is incorporated herein by reference.

Director Compensation

The Board designed the Company's non-employee director compensation program to reward directors for their contributions to the Company's success, align the director compensation program with stockholder interests and the Company's executive compensation program, and provide competitive compensation necessary to attract and retain high quality non-employee directors. The Board expects to review director compensation periodically to ensure that director compensation remains competitive such that the Company can recruit and retain qualified directors.

Following the closing of the Business Combination, non-employee directors of the Company will be entitled to the following compensation for their service on the Board: (i) an annual cash retainer of $25,000, to be paid in quarterly installments; (ii) a non-statutory stock option to purchase 20,000 shares of Company Common Stock, prorated upon initial election to the Board if such initial election occurs other than at an annual meeting of the Company's stockholders, and then each year thereafter at the annual meeting of the Company's stockholders; (iii) an annual cash retainer of $15,000 for the chair of the audit committee, $10,000 for the chair of the compensation committee and $10,000 for the chair of the nominating and corporate governance committee; and (iv) an annual cash retainer of $5,000 for other members of the audit committee, compensation committee and nominating and corporate governance committee.

Each stock option will be granted on the date of the first meeting of the Board held following the Company's annual meeting of stockholders, commencing with the annual meeting of stockholders of the Company to be held in 2021. Each prorated stock option granted upon a director's initial election other than at an annual meeting of the Company's stockholders will be granted as soon as practical following such initial election. The exercise price of the stock option shall be the closing price of Company Common Stock on the date of grant, as reported by the Nasdaq Stock Market LLC, and will vest in full on the earlier of (i) the next annual meeting of the Company's stockholders following the grant date and (ii) the first anniversary of the grant date. Equity compensation under the director compensation program will be subject to the annual limits on non-employee director compensation

set forth in the Vincera Pharma, Inc. 2020 Stock Incentive Plan (the "2020 Plan"). In addition, each equity award granted to the eligible directors under the director compensation program will vest in full immediately prior to the occurrence of a change in control (as defined in the 2020 Plan) to the extent outstanding at such time, subject to continued service through the closing of such change in control.

The Company's policy is to reimburse directors for reasonable and necessary out-of-pocket expenses incurred in attending board and committee meetings or performing other services in their capacities as directors. The Company does not provide tax gross-up payments to members of the Board.

Executive Compensation

On the Closing Date, the Company entered into individual employment agreements with its executive officers, Dr. Ahmed M. Hamdy, Dr. Raquel E. Izumi and Alexander A. Seelenberger. Details of the employment agreements are outlined below.

Agreement with Ahmed M. Hamdy

On December 23, 2020, Dr. Ahmed M. Handy entered into an employment agreement with the Company to serve as President, Chief Executive Officer and Chairman of the Board. Dr. Hamdy's employment will continue until terminated in accordance with the terms of the employment agreement. Pursuant to the employment agreement, Dr. Hamdy's annual base salary is $460,000. Dr. Hamdy's employment agreement provides that he is eligible to participate in the Company's health and welfare benefit plans maintained for the benefit of Company employees. Subject to the terms and conditions established by the Board for such bonus plan, Dr. Hamdy is eligible to receive an annual bonus with an initial target of 35% of his then-applicable base salary, subject to increase (but not decrease) in light of Dr. Hamdy's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. Dr. Hamdy's employment agreement contains customary confidentiality, non-solicitation and intellectual property assignment provisions.

Pursuant to the employment agreement, in the event that Dr. Hamdy is terminated without Cause (as defined in the employment agreement), as a result of death or Disability (as defined in the employment agreement), or Dr. Hamdy resigns for Good Reason (as defined in the employment agreement), and subject to Dr. Hamdy's delivery of an effective release of claims, Dr. Hamdy will be entitled to receive: (1) a lump sum cash payment, less applicable withholding taxes, in an amount equal to (a) one and one-half times his then-current base salary and (b) one and one-half times his then-current target bonus for the fiscal year in which such termination occurred as if all performance goals were achieved; (2) the acceleration in full of all unvested Equity Awards (as defined in the employment agreement) that would have been vested if Dr. Hamdy had continued his employment for a period of 12 continuous months following his termination date, other than any performance-based Equity Awards, which will accelerate only to the extent provided in the applicable award agreement; and (3) at Dr. Hamdy's election, until the earlier of 18 months following his termination date or the date he becomes eligible for group health insurance through a new employer, continuation of health insurance coverage under COBRA and monthly cash payments equal to the costs of such COBRA benefits coverage, less applicable withholding taxes. In the event that Dr. Hamdy is terminated without Cause or resigns for Good Reason within three months prior to, or within 12 months following, the consummation of a Change in Control (as defined in the employment agreement), he shall be entitled to receive the above payments, provided that all Equity Awards subject to time-based vesting will vest with respect to 100% of the shares underlying such Equity Awards.

Agreement with Raquel E. Izumi

On December 23, 2020, Dr. Raquel E. Izumi entered into an employment agreement with the Company to serve as Chief Operations Officer. Dr. Izumi's employment will continue until terminated in accordance with the terms of the employment agreement. Pursuant to the employment agreement, Dr. Izumi's annual base salary is $430,000. Dr. Izumi's employment agreement provides that she is eligible to participate in the Company's health and welfare benefit plans maintained for the benefit of Company employees. Subject to the terms and conditions established by the Board for such bonus plan, Dr. Izumi is eligible to receive an annual bonus with an initial target of 30% of her then-applicable base salary, subject to increase (but not decrease) in light of Dr. Izumi's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. Dr. Izumi's employment agreement contains customary confidentiality, non-solicitation and intellectual property assignment provisions.

Pursuant to the employment agreement, in the event that Dr. Izumi is terminated without Cause (as defined in the employment agreement), as a result of death or Disability (as defined in the employment agreement), or Dr. Izumi resigns for Good Reason (as defined in the employment agreement), and subject to Dr. Izumi's delivery of an effective release of claims, Dr. Izumi will be entitled to receive: (1) a lump sum cash payment, less applicable withholding taxes, in an amount equal to (a) one and one-half times her then-current base salary and (b) one and one-half times her then-current target bonus for the fiscal year in which such termination occurred as if all performance goals were achieved; (2) the acceleration in full of all unvested Equity Awards (as defined in the employment agreement) that would have been vested if Dr. Izumi had continued her employment for a period of 12 continuous months following her termination date, other than any performance-based Equity Awards, which will accelerate only to the extent provided in the applicable award agreement; and (3) at Dr. Izumi's election, until the earlier of 18 months following her termination date or the date she becomes eligible for group health insurance through a new employer, continuation of health insurance coverage under COBRA and monthly cash payments equal to the costs of such COBRA benefits coverage, less applicable withholding taxes. In the event that Dr. Izumi is terminated without Cause or resigns for Good Reason within three months prior to, or within 12 months following, the consummation of a Change in Control (as defined in the employment agreement), she shall be entitled to receive the above payments, provided that all Equity Awards subject to time-based vesting will vest with respect to 100% of the shares underlying such Equity Awards.

Agreement with Alexander A. Seelenberger

On December 23, 2020, Alexander A. Seelenberger entered into an employment agreement with the Company to serve as Chief Financial Officer. Mr. Seelenberger's employment will continue until terminated in accordance with the terms of the employment agreement. Pursuant to the employment agreement, Mr. Seelenberger's annual base salary is $355,000. Mr. Seelenberger's employment agreement provides that he is eligible to participate in the Company's health and welfare benefit plans maintained for the benefit of Company employees. Subject to the terms and conditions established by the Board for such bonus plan, Mr. Seelenberger is eligible to receive an annual bonus with an initial target of 30% of his then-applicable base salary, subject to increase (but not decrease) in light of Mr. Seelenberger's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. Pursuant to his employment agreement, Mr. Seelenberger was granted a time-vested stock award consisting of an option to purchase 200,000 shares of Company Common Stock having an exercise price equal to the fair market value of the Company Common Stock on the grant date which, subject to continued employment, will vest with respect to 1/3rd of the underlying shares on the Effective Date (as defined in the employment agreement) and 1/36th of the underlying shares on each monthly anniversary of the Effective Date thereafter. Pursuant to his employment agreement, subject to Board approval, Mr. Seelenberger is also eligible to receive a performance-based stock award consisting of 15,000 RSUs which, subject to continued employment, will vest upon the achievement of the Earnouts (as defined in the employment agreement) and the issuance of Earnout Shares (as defined in the employment agreement) in accordance with Mr. Seelenberger's restrictive stock unit agreement. Mr. Seelenberger's employment agreement contains customary confidentiality, non-solicitation and intellectual property assignment provisions.

Pursuant to the employment agreement, in the event that Mr. Seelenberger is terminated without Cause (as defined in the employment agreement) or Mr. Seelenberger resigns for Good Reason (as defined in the employment agreement), and subject to Mr. Seelenberger's delivery of an effective release of claims, Mr. Seelenberger will be entitled to receive: (1) a lump sum cash payment, less applicable withholding taxes, in an amount equal to (a) his then-current base salary and (b) his then-current target bonus for the fiscal year in which such termination occurred as if all performance goals were achieved; (2) the acceleration in full of all unvested Equity Awards (as defined in the employment agreement) that would have been vested if Mr. Seelenberger had continued his employment for a period of 12 continuous months following his termination date, other than any performance-based Equity Awards, which will accelerate only to the extent provided in the applicable award agreement; and (3) at Mr. Seelenberger's election, until the earlier of six months following his termination date or the date he becomes eligible for group health insurance through a new employer, continuation of

health insurance coverage under COBRA and monthly cash payments equal to the costs of such COBRA benefits coverage, less applicable withholding taxes. In the event that Mr. Seelenberger is terminated without Cause or resigns for Good Reason within three months prior to, or within 12 months following, the consummation of a Change in Control (as defined in the employment agreement), he shall be entitled to receive the above payments, provided that all Equity Awards subject to time-based vesting will vest with respect to 100% of the shares underlying such Equity Awards.

The foregoing descriptions of each of the employment agreements with Drs. Hamdy and Izumi and Mr. Seelenberger are summaries only and are qualified in their entirety by the full text of the employment agreements, copies of which are attached hereto as Exhibit 10.4, Exhibit 10.5 and Exhibit 10.6, respectively, and are incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information known to the Company regarding the beneficial ownership of Company Common Stock as of December 23, 2020, after giving effect to the closing of the Business Combination by:

- each person who is known by the Company to be the beneficial owner of more than five percent (5%) of the outstanding shares of Company Common Stock;
- each current named executive officer and director of the Company; and
- all current executive officers and directors of the Company, as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days.

The beneficial ownership percentages set forth in the table below are based on 13,984,441 shares of Company Common Stock (which include 2,760,011 shares of Company Common Stock constituting part of the Units) issued and outstanding as of December 23, 2020 and do not take into account any warrants, options other convertible securities issued and outstanding as of the date hereof or the issuance of any Earnout Shares pursuant to the Merger Agreement.

Unless otherwise noted in the footnotes to the following table, and subject to applicable community property laws, the persons and entities named in the table have sole voting and investment power with respect to their beneficially owned Company Common Stock.

Name and Address of Beneficial Owner	Number of Shares of Company Common Stock Beneficially Owned	Percentage of Outstanding Company Common Stock %
Five Percent Holders:		
LifeSci Investments, LLC(1)	1,616,942	11.6
John Byrd(2)	1,618,199	11.6
Directors and Executive Officers:		
Ahmed M. Hamdy(3)	1,618,199	11.6
Raquel E. Izumi(3)	1,618,199	11.6
Alexander A. Seelenberger(3)(4)	77,778	*
Laura I. Bushnell(3)	—	—
Brian J. Druker(3)	54,806	*
John H. Lee(3)	—	—
Christophe P. Lowe(3)	—	—
Mark A. McCamish(3)	—	—
Andrew I. McDonald(1)(3)	1,616,942	11.6
Francisco D. Salva(3)	—	—
All Directors and Executive Officers as a Group (10 Individuals)(3)(5)	4,985,924	35.7

* Less than 1%.

(1) Michael Rice, Andrew I. McDonald and Jonas Grossman are the managing members of LifeSci Investments, LLC. The business address of LifeSci Investments, LLC is c/o LifeSci Acquisition Corp., 250 W. 55th Street, #3401, New York, NY 10019.

(2) The business address of John C. Byrd is 410 West 12th Ave., 405D, Columbus, OH 43210.

(3) The business address of each of the individuals is c/o Vincera Pharma Inc., 4500 Great America Parkway, Suite 100 #29, Santa Clara, CA 95054.

(4) Consists of options to purchase 77,778 shares of Company Common Stock exercisable within 60 days of December 23, 2020.

(5) Consists of (i) 4,908,146 shares of Company Common Stock beneficially owned by the Company's current executive and directors and (ii) options to purchase 77,778 shares of Company Common Stock vesting within 60 days of December 31, 2020.

Certain Relationships and Related Transactions

The certain relationships and related party transactions of the Company are described in the Proxy Statement in the section entitled "Certain Transactions—Certain Transactions of Vincera Pharma" beginning on page 205 of the Proxy Statement, and is incorporated herein by reference.

On the Closing Date, the Company repaid an aggregate of $324,928.77 outstanding under a promissory note with Dr. Raquel E. Izumi, the Company's Chief Operations Officer, in satisfaction in full of all principal and interest outstanding under the promissory note.

Legal Proceedings

Information about legal proceedings is set forth in the Proxy Statement in the section entitled "Vincera Pharma's Business—Legal Proceedings" on page 178 of the Proxy Statement, and is incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Market Information and Holders

The information set forth in the section entitled "Trading Market and Dividends" on page 30 of the Proxy Statement is incorporated herein by reference. Additional information regarding holders of the Company's securities is set forth in the section entitled "Description of Registrant's Securities to be Registered" below.

The Company Common Stock, Public Warrants and Units were historically quoted on The Nasdaq Capital Market under the symbols "LSAC," "LSACW" and "LSACU," respectively. On December 24, 2020, the Company Common Stock, Public Warrants and Units began trading on The Nasdaq Capital Market under the trading symbols "VINC," "VINCW" and "VINCU," respectively.

As of the Closing Date and following the completion of the Business Combination, the Company had approximately 13,984,441 shares of Company Common Stock (which include 2,760,011 shares of Company Common Stock constituting part of the Units) issued and outstanding held of record by 14 holders, approximately 6,563,767 Public Warrants (which include 2,760,011 Public Warrants constituting part of the Units) outstanding held of record by 1 holder, approximately 3,570,000 Private Warrants outstanding held of record by 3 holders, and approximately 2,760,011 Units outstanding held of record by 1 holder.

Dividends

The Company has not paid any cash dividends on Company Common Stock to date. The Company may retain future earnings, if any, for future operations, expansion and debt repayment and has no current plans to pay cash dividends for the foreseeable future. Any decision to declare and pay dividends in the future will be made at the discretion of the Board and will depend on, among other things, the Company's results of operations, financial condition, cash requirements, contractual restrictions and other factors that the Board may deem relevant. In addition, the Company's ability to pay dividends may be limited by covenants of any future outstanding indebtedness the Company or its subsidiaries incur. The Company does not anticipate declaring any cash dividends to holders of Company Common Stock in the foreseeable future.

Description of Registrant's Securities to be Registered

A description of the Company's securities is included in the Proxy Statement in the sections entitled "Description of LSAC's Securities" and "Description of the Combined Company's Securities" beginning on page 208 and 213, respectively, of the Proxy Statement, and are incorporated herein by reference.

Indemnification of Directors and Officers

Information about indemnification of the Company's directors and officers is set forth in the Proxy Statement in the section entitled "Directors, Executive Officers, Executive Compensation and Corporate Governance—Directors and Executive Officers After the Business Combination—Limitation on Liability and Indemnification of Directors and Officers" beginning on page 198 of the Proxy Statement, and is incorporated herein by reference. The disclosure set forth in Item 1.01 of this Current Report on Form 8-K under the section entitled "Indemnification Agreements" is incorporated by reference into this Item 2.01.

Recent Sales of Unregistered Securities

The disclosure set forth in the "Introductory Note" above and the information set forth in Item 3.02 of this Current Report on Form 8-K is incorporated herein by reference.

Financial Statements and Supplementary Data

The information set forth in Item 9.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth in the "Introductory Note" of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

The securities of the Company issued pursuant to the Merger Agreement have not been registered under the Securities Act in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 of this Current Report on Form 8-K under the heading "Amendments to Articles of Incorporation and Bylaws" is incorporated herein by reference.

Item 5.01 Changes in Control of the Registrant.

The information set forth in the section entitled "Introductory Note" and in the sections entitled "Voting and Support Agreement" in Item 1.01 and "Security Ownership of Certain Beneficial Owners and Management" in Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in the sections entitled "Directors and Executive Officers" and "Certain Relationships and Related Transactions" in Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

Vincera Pharma, Inc. 2020 Stock Incentive Plan

At the Special Meeting, the stockholders of the Company considered and approved the 2020 Plan. The 2020 Plan was previously approved, subject to stockholder approval, by the board of directors of LSAC on December 16, 2020. The 2020 Plan became effective upon the closing of the Business Combination. A description of the 2020 Plan is included in the Proxy Statement in the section entitled "Proposal No. 5—The Equity Incentive Plan Proposal" beginning on page 115 of the Proxy Statement, and is incorporated herein by reference.

The foregoing description of the 2020 Plan is qualified in its entirety by the full text of the 2020 Plan and the Forms of Stock Option Agreement, Notice of Exercise, Stock Option Grant Notice, Restricted Stock Unit Agreement and Restricted Stock Agreement under the 2020 Plan, which are attached hereto as Exhibit 10.2 and Exhibit 10.3, respectively, and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Amendments to Articles of Incorporation and Bylaws

On December 22, 2020, the Company's stockholders approved and adopted the Second Amended and Restated Certificate of Incorporation at the Special Meeting, which became effective upon filing with the Secretary of State of the State of Delaware on December 23, 2020. On December 16, 2020, the board of directors of LSAC approved and adopted the Amended and Restated Bylaws, which became effective as of the Effective Time.

Copies of the Second Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws are attached hereto as Exhibit 3.1 and Exhibit 3.2, respectively, and are incorporated herein by reference.

The description of the Second Amended and Restated Certificate of Incorporation and the general effect thereof and the Amended and Restated Bylaws upon the rights of holders of the Company's capital stock are included in the Proxy Statement under the sections entitled "Proposal No. 2—The Charter Amendment Proposal" beginning on page 109 and "Description of the Combined Company's Securities—Certain Anti-Takeover Provisions of Delaware Law" beginning on page 214 of the Proxy Statement, and are incorporated herein by reference.

Change in Fiscal Year

On December 23, 2020, as a result of the closing of the Business Combination, the Board adopted resolutions to change the Company's fiscal year end from June 30 (LSAC's fiscal year end) to December 31 (Legacy Vincera Pharma's fiscal year end), effective immediately. The Company is not required to file a transition report on Form 10-KT and plans to report the financial results of the Combined Company for the fiscal year ending December 31, 2020 on an Annual Report on Form 10-K.

Item 5.06 Change in Shell Company Status.

As a result of the Merger, which fulfilled the definition of a business combination as required by the Amended and Restated Certificate of Incorporation of the Company, as in effect immediately prior to the closing of the Business Combination, the Company ceased to be a shell company (as defined in Rule 12b-2 of the Exchange Act) as of the closing of the Business Combination. A description of the Business Combination and the terms of the Merger Agreement are included in the Proxy Statement in the sections entitled "Proposal No. 1—The Business Combination Proposal" beginning on page 89 and "The Merger Agreement" beginning on page 102 of the Proxy Statement, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

The historical audited consolidated financial statements of Legacy Vincera Pharma as of September 30, 2020 and for the year ended December 31, 2019 and the related notes are included in the Proxy Statement beginning on page F-3 of the Proxy Statement, and is incorporated herein by reference.

(b) Pro Forma Financial Information.

The unaudited pro forma condensed combined financial information of the Company as of and for the year ended December 31, 2019 and as of and for the nine months ended September 30, 2020 are included in the Proxy Statement in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information" beginning on page 131 of the Proxy Statement, and is incorporated herein by reference.

(d) Exhibits.

Exhibit No.	Description
2.1+	Merger Agreement by and among LifeSci Acquisition Corp., LifeSci Acquisition Merger Sub Inc., Vincera Pharma, Inc. and Raquel E. Izumi, as representative of the stockholders of Vincera Pharma Inc., dated September 25, 2020.
3.1	Second Amended and Restated Certificate of Incorporation.
3.2	Amended and Restated Bylaws.
4.1	Form of Common Stock Certificate.
4.2	Form of Warrant.
4.3	Warrant Agreement by and between LifeSci Acquisition Corp. and Continental Stock Transfer & Trust Company, dated March 5, 2020 (incorporated by reference to Exhibit 4.1 to the Quarterly Report on Form 10-Q filed on November 10, 2020).
4.4	Amended and Restated Registration and Stockholder Rights Agreement by and among the Company and certain stockholders of the Company, dated December 23, 2020.
4.5	Voting and Support Agreement by and among the Company and certain stockholders of the Company, dated December 23, 2020.
10.1#	Form of Indemnification Agreement by and between the Company and its directors and officers.
10.2#	Vincera Pharma, Inc. 2020 Stock Incentive Plan.

Exhibit No.	Description
10.3#	Forms of Stock Option Agreement, Notice of Exercise, Stock Option Grant Notice, Restricted Stock Unit Agreement, and Restricted Stock Agreement under the Vincera Pharma, Inc. 2020 Stock Incentive Plan.
10.4#	Executive Employment Agreement by and between the Company and Dr. Ahmed M. Hamdy, dated December 23, 2020.
10.5#	Executive Employment Agreement by and between the Company and Dr. Raquel E. Izumi, dated December 23, 2020.
10.6#	Executive Employment Agreement by and between the Company and Alexander A. Seelenberger, dated December 23, 2020.
10.7+*	Bayer License Agreement by and among Vincera Pharma, Inc., Bayer Aktiengesellschaft and Bayer Intellectual Property GmbH, dated October 7, 2020.
10.8	Promissory Note by and between the Company and Raquel E. Izumi, dated August 9, 2020.
10.9	Standard Industrial/Commercial Multi-Tenant Lease – Gross Agreement by and between the Vincera Pharma Inc. and Hohbach Realty Company Limited Partnership, dated November 18, 2020.
10.10	Form of Resale Lock-up Agreement by and between the Company and certain stockholders of the Company, dated December 23, 2020.
10.11	Letter Agreements by and among LifeSci Acquisition Corp. and LifeSci Acquisition Corp.'s officers, directors and initial stockholders, dated March 5, 2020 (incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on November 10, 2020).
10.12	Stock Escrow Agreement by and among LifeSci Acquisition Corp., Continental Stock Transfer & Trust Company and LifeSci Acquisition Corp.'s initial stockholders, dated March 5, 2020 (incorporated by reference to Exhibit 10.3 to the Quarterly Report on Form 10-Q filed on November 10, 2020).
21.1	Subsidiaries of the Company.
99.1	Historical audited financial statements as of December 31, 2019 and for the period from March 1, 2019 (inception) through December 31, 2019 and unaudited condensed financial statements as of and for the nine months ended September 30, 2020.
99.2	Unaudited pro forma condensed combined financial information.

+ The schedules and exhibits to this agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

# Indicates management contract or compensatory plan or arrangement.

* Portions of this exhibit have been omitted in accordance with Item 601 of Regulation S-K.

SIGNATURE

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

Dated: December 30, 2020

VINCERA PHARMA, INC.

By: /s/ Ahmed M. Hamdy
Ahmed M. Hamdy
President and Chief Executive Officer

Exhibit 2.1

MERGER AGREEMENT

dated

September 25, 2020

by and among

LifeSci Acquisition Corp.,
a Delaware corporation
as the Purchaser,

LifeSci Acquisition Merger Sub, Inc.,
Delaware corporation,
as Merger Sub,

Vincera Pharma, Inc.,
a Delaware corporation,
as the Company

and Raquel Izumi,
as the Stockholders' Representative

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MERGER AGREEMENT

This MERGER AGREEMENT (the "Agreement"), dated as of September 25, 2020, by and among LifeSci Acquisition Corp., a Delaware corporation (the "Purchaser"), LifeSci Acquisition Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Purchaser ("Merger Sub"), Vincera Pharma, Inc., a Delaware corporation (the "Company"), and Raquel Izumi, an individual (the "Stockholders' Representative"), as the representative of the stockholders of the Company (each, a "Stockholder" and collectively the "Stockholders").

W I T N E S S E T H :

A. The Company is in the business of researching and developing pharmaceutical products for the treatment of cancer (the "Business");

B. The Purchaser is a blank check company formed for the sole purpose of entering into a share exchange, asset acquisition, share purchase, recapitalization, reorganization or other similar business combination with one or more businesses or entities;

C. The Stockholders of the Company are listed on Schedule A to the Disclosure Schedules (as defined herein) and own 100% of the issued and outstanding shares of the Company;

D. Merger Sub is a wholly-owned subsidiary of the Purchaser formed for the sole purpose of merging with and into the Company (the "Merger"), after which the Company will be the surviving corporation (the Company following the Merger is sometimes hereinafter referred to as the "Surviving Corporation");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The following terms, as used herein, have the following meanings:

1.1 "Action" means any legal action, suit, claim, investigation, hearing or proceeding, including any audit, claim or assessment for Taxes or otherwise, by or before any Authority.

1.2 "Additional Agreements" mean the Voting Agreement, the Lock-Up Agreements and the Registration Rights Agreement.

1.3 "Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

1.4 “Authority” means any governmental, regulatory or administrative body, agency or authority, any court or judicial authority, any arbitrator, or any public, private or industry regulatory authority, whether international, national, Federal, state, or local.

1.5 “Bayer License Agreement” means a license agreement between the Company and Bayer AG or one of its Affiliates for an exclusive license to certain bioconjugate and PTEFb technologies to be entered into on or about the date of this Agreement.

1.6 “Books and Records” means all books and records, ledgers, employee records, customer lists, files, correspondence, and other records of every kind (whether written, electronic, or otherwise embodied) owned or used by a Person or in which a Person’s assets, the business or its transactions are otherwise reflected, other than stock books and minute books.

1.7 “Bridge Financing” means a loan of up to $1,000,000 to the Company made by Raquel Izumi in the form of a line of credit promissory note that may drawn down by the Company from time to time prior to the Closing with the consent of the lender for the purpose of paying the Company’s costs and expenses prior to the Closing, which loan shall be repaid in full upon the Closing in cash.

1.8 “Business Day” means any day other than a Saturday, Sunday or a legal holiday on which commercial banking institutions in New York, New York are authorized to close for business.

1.9 “Certificate of Merger” means the certificate to be filed with the Secretary of State of the State of Delaware evidencing the merger of Merger Sub and the Company.

1.10 “Certificate of Incorporation” means the Purchaser’s Amended and Restated Certificate of Incorporation, as amended as of the date hereof.

1.11 “Charter Documents” means the Company’s certificate of incorporation and bylaws, each in effect as of the date hereof.

1.12 “Closing” has the meaning set forth in Section 2.3.

1.13 “Closing Payment Shares” means such number of shares of Purchaser Common Stock as equals the quotient of the Company Equity Valuation divided by the Closing Price Per Share.

1.14 “Closing Price Per Share” means a price per share of Purchaser Common Stock (adjusted for any stock splits, stock dividends, recapitalizations and similar events) equal to the lesser of (a) $10.00 per share, and (b) the price per share determined by dividing (i) the cash in the Trust Account as of the Effective Time (after deducting all amounts to be paid pursuant to the valid exercise of redemption rights in accordance with the Trust Account and the Purchaser Organizational Documents) by (ii) the Purchaser Capitalization.

1.15 “COBRA” means collectively, the requirements of Sections 601 through 606 of ERISA and Section 4980B of the Code.

1.16 “Code” means the Internal Revenue Code of 1986, as amended.

1.17 “Company Common Stock” has the meaning set forth in Section 4.5.

1.18 “Company Capitalization” means the Company Common Stock issued and outstanding immediately prior to the Effective Time.

1.19 “Company Equity Valuation” means an amount equal to $55,000,000.

1.20 “Company Stock Rights” means any options, warrants or other rights to purchase, convert or exchange into Company Common Stock.

1.21 “Contracts” means all contracts, agreements, leases (including equipment leases, car leases and capital leases), licenses, Permits, commitments, client contracts, statements of work (SOWs), sales and purchase orders and similar instruments, oral or written, to which any Person is a party or by which any of such Person’s assets are bound.

1.22 “Control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise. “Controlled,” “Controlling” and “under common Control with” have correlative meanings. Without limiting the foregoing, a Person (the “Controlled Person”) shall be deemed Controlled by (a) any other Person (i) owning beneficially, as meant in Rule 13d-3 under the Exchange Act, securities entitling such Person to cast 10% or more of the votes for election of directors or equivalent governing authority of the Controlled Person or (ii) entitled to be allocated or receive 10% or more of the profits, losses, or distributions of the Controlled Person; (b) an officer, director, general partner, partner (other than a limited partner), manager, or member (other than a member having no management authority that is not a 10% owner) of the Controlled Person; or (c) a spouse, parent, lineal descendant, sibling, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, or brother-in-law of an Affiliate of the Controlled Person or a trust for the benefit of an Affiliate of the Controlled Person or of which an Affiliate of the Controlled Person is a trustee.

1.23 “Deferred Underwriting Discount” means an aggregate of up to $2,297,318.45 payable to the underwriters of the IPO upon consummation of an initial business combination, as described in the IPO prospectus.

1.24 “DGCL” means the Delaware General Corporation Law.

1.25 “Dissenting Shares” means any shares of Company Common Stock held by Stockholders who are entitled to appraisal rights under the DGCL or other applicable law and who have properly exercised, perfected and not subsequently withdrawn or lost or waived their rights to demand payment with respect to their shares in accordance with the DGCL or other applicable law.

1.26 “Earnout Shares” has the meaning set forth in Section 3.3.

1.27 “Effective Time” has the meaning set forth in Section 2.3.

1.28 “Environmental Laws” shall mean all Laws that prohibit, regulate or control any Hazardous Material or any Hazardous Material Activity, including, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Recovery and Conservation Act of 1976, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act and the Clean Water Act.

1.29 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

1.30 “Exchange Act” means the Securities Exchange Act of 1934, as amended.

1.31 “Exchange Ratio” means the quotient determined by dividing the Closing Payment Shares by the Company Capitalization.

1.32 “Hazardous Material” shall mean any material, emission, chemical, substance or waste that has been designated by any Authority to be radioactive, toxic, hazardous, a pollutant or a contaminant.

1.33 “Hazardous Material Activity” shall mean the transportation, transfer, recycling, storage, use, treatment, manufacture, removal, remediation, release, exposure of others to, sale, labeling, or distribution of any Hazardous Material or any product or waste containing a Hazardous Material, or product manufactured with ozone depleting substances, including, any required labeling, payment of waste fees or charges (including so-called e-waste fees) and compliance with any recycling, product take-back or product content requirements.

1.34 “IPO” means the initial public offering of the Purchaser pursuant to a prospectus dated March 5, 2020.

1.35 “Indebtedness” means with respect to any Person, (a) all obligations of such Person for borrowed money, or with respect to deposits or advances of any kind (including amounts by reason of overdrafts and amounts owed by reason of letter of credit reimbursement agreements), including with respect thereto, all interests, fees and costs, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable to creditors for goods and services incurred in the ordinary course of business or incurred in connection with this Agreement, the Bayer License Agreement or the transactions or agreements related thereto), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or security interest on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (f) all obligations of such Person under leases required to be accounted for as capital leases under U.S. GAAP, (g) all guarantees by such Person, (h) all liability of such Person with respect to any hedging obligations, including interest rate or currency exchange swaps, collars, caps or similar hedging obligations, and (i) any agreement to incur any of the same.

1.36 “Intellectual Property Right” means any trademark, service mark, registration thereof or application for registration therefor, trade name, license, invention, patent, patent application, trade secret, trade dress, know-how, copyright, copyrightable materials, copyright registration, application for copyright registration, software programs, data bases, u.r.l.s., and any other type of proprietary intellectual property right, and all embodiments and fixations thereof and related documentation, registrations and franchises and all additions, improvements and accessions thereto, and with respect to each of the forgoing items in this definition, which is owned or licensed or filed by the Company, or used or held for use in the Business, whether registered or unregistered or domestic or foreign, but excludes any Intellectual Property Rights licensed by or otherwise conveyed to the Company pursuant to the Bayer License Agreement.

1.37 “Law” means any domestic or foreign, federal, state, municipality or local law, statute, ordinance, code, rule, or regulation.

1.38 “Leases” means the leases set forth on Schedule 4.14(c) attached hereto, together with all fixtures and improvements erected on the premises leased thereby.

1.39 “Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such property or asset, and any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing.

1.40 “Lock-Up Agreements” means the Lock-Up Agreements in a form agreed to by the parties hereto between the Purchaser and each holder of Closing Payment Shares that holds at least one percent (1%) of the Closing Payment Shares pursuant to which the Closing Payment Shares issued to each such holder will be locked up until six months after the Closing Date.

1.41 “Material Adverse Effect” or “Material Adverse Change” means (a) a material adverse change or a material adverse effect upon on the assets, liabilities, condition (financial or otherwise), earnings, cash flows, business, operations or properties of a party and its business, taken as a whole, or (b) any event, circumstance, change or effect that would reasonably be expected to prevent, materially delay or materially impede the performance by a party of its obligations under this Agreement or the consummation of the Merger; provided, however, that “Material Adverse Effect” or “Material Adverse Change” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which a party operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the other party; (vi) any changes in applicable Laws or accounting rules (including U.S. GAAP) or the enforcement, implementation or interpretation thereof; (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement; (viii) any natural or man-made disaster or acts of God, including any national or international pandemic; (ix) any failure by a party to meet its internal or published projections, forecasts, budgets or revenue or earnings predictions; or (x) any statements or items set forth in the Disclosure Schedules.

1.42 “Merger Shares” has the meaning set forth in Section 5.6.

1.43 “Nasdaq” means The Nasdaq Stock Market LLC.

1.44 “Order” means any decree, order, judgment, writ, award, injunction, rule or consent of or by an Authority.

1.45 “Permitted Liens” means (i) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies of title insurance which have been made available to Purchaser; (ii) mechanics’, carriers’, workers’, repairers’ and similar statutory Liens arising or incurred in the ordinary course of business for amounts (A) that are not delinquent, (B) that are not material to the business, operations and financial condition of the Company so encumbered, either individually or in the aggregate, and (C) not resulting from a breach, default or violation by the Company of any Contract or Law; (iii) liens for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings (and for which adequate accruals or reserves have been established on the Financial Statements), and (iv) the Liens set forth on Schedule 1.44.

1.46 “Person” means an individual, corporation, partnership (including a general partnership, limited partnership or limited liability partnership), limited liability company, association, trust or other entity or organization, including a government, domestic or foreign, or political subdivision thereof, or an agency or instrumentality thereof.

1.47 “Purchaser Capitalization” means the fully-diluted capitalization of the Purchaser (excluding the Purchaser Warrants, 1,640,942 shares of Purchaser Common Stock held by LifeSci Investments, LLC and any shares of Purchaser Common Stock issuable upon the conversions described in Sections 8.6 and 8.7 hereof) immediately prior to the Effective Time, after taking into account the valid exercise of redemption rights in accordance with the Trust Account.

1.48 “Purchaser Common Stock” means the common stock of the Purchaser.

1.49 “Purchaser Private Warrant” means each warrant issued in private placements at the time of consummation of the IPO, entitling the holder thereof to purchase one share of Purchaser Common Stock at an exercise price of $11.50 per whole share.

1.50 “Purchaser Public Warrants” means one whole warrant that was included in as part of each Purchaser Unit, entitling the holder thereof to purchase one-half of a share of Purchaser Common Stock at an exercise price of $11.50 per share.

1.51 “Purchaser Warrant” shall mean each Purchaser Private Warrant and Purchaser Public Warrant.

1.52 “Purchaser Unit” means a unit of the Purchaser comprised of (a) one share of Purchaser Common Stock and (b) one Purchaser Public Warrant to purchase one-half of a share of Purchaser Common Stock at an exercise price of $11.50 per whole share.

1.53 “Real Property” means, collectively, all real properties and interests therein (including the right to use), together with all buildings, fixtures, trade fixtures, plant and other improvements located thereon or attached thereto; all rights arising out of use thereof (including air, water, oil and mineral rights); and all subleases, franchises, licenses, permits, easements and rights-of-way which are appurtenant thereto.

1.54 "Registration Rights Agreement" means the agreement, in substantially the form attached hereto as Exhibit A, governing the resale of (a) the Closing Payment Shares, (b) the Earnout Shares, and (b) certain shares of Purchaser Common Stock (including shares underlying Purchaser Private Warrant) held by certain of the Purchaser's officers, directors, nominees, and direct and indirect parents, control persons, affiliates and associates.

1.55 "Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002, as amended.

1.56 "SEC" means the Securities and Exchange Commission.

1.57 "Securities Act" means the Securities Act of 1933, as amended.

1.58 "Stockholder Per Share Percentage" means, with respect to each Stockholder who holds shares of Company Common Stock immediately prior to the Effective Time, the quotient determined by dividing the number of shares of Company Common Stock held by such Stockholder immediately prior to the Effective Time by the total number of issued and outstanding shares of Company Common Stock held by all such Stockholders immediately prior to the Effective Time.

1.59 "Subsidiary" means each entity of which at least fifty percent (50%) of the capital stock or other equity or voting securities are Controlled or owned, directly or indirectly, by the Company, which for the avoidance of doubt shall include any variable interest entity through which all or a portion of the Business is conducted.

1.60 "Tangible Personal Property" means all tangible personal property and interests therein, including machinery, computers and accessories, furniture, office equipment, communications equipment, automobiles, trucks, forklifts and other vehicles owned or leased by the Company and other tangible property, including the items listed on Schedule 4.14(a).

1.61 "Tax(es)" means any federal, state, local or foreign tax, charge, fee, levy, custom, duty, deficiency, or other assessment of any kind or nature imposed by any Taxing Authority (including any income (net or gross), gross receipts, profits, windfall profit, sales, use, goods and services, ad valorem, franchise, license, withholding, employment, social security, workers compensation, unemployment compensation, employment, payroll, transfer, excise, import, real property, personal property, intangible property, occupancy, recording, minimum, alternative minimum, environmental or estimated tax), including any liability therefor as a transferee (including under Section 6901 of the Code or similar provision of applicable Law) or successor, as a result of Treasury Regulation Section 1.1502-6 or similar provision of applicable Law or as a result of any Tax sharing, indemnification or similar agreement, together with any interest, penalty, additions to tax or additional amount imposed with respect thereto.

1.62 "Taxing Authority" means the Internal Revenue Service and any other Authority responsible for the collection, assessment or imposition of any Tax or the administration of any Law relating to any Tax.

1.63 "Tax Return" means any return, information return, declaration, claim for refund or credit, report or any similar statement, and any amendment thereto, including any attached schedule and supporting information, whether on a separate, consolidated, combined, unitary or other basis, that is filed or required to be filed with any Taxing Authority in connection with the determination, assessment, collection or payment of a Tax or the administration of any Law relating to any Tax.

1.64 "U.S. GAAP" means U.S. generally accepted accounting principles, consistently applied.

ARTICLE II
MERGER

2.1 Merger. At the Effective Time, and subject to and upon the terms and conditions of this Agreement, pursuant to the filing of the Certificate of Merger and in accordance with applicable provisions of the DGCL, Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the Surviving Corporation.

2.2 Name Change. Immediately following the completion of the Merger, the Purchaser shall change its name from "LifeSci Acquisition Corp." to "Vincera Pharma, Inc."

2.3 Closing; Effective Time. Unless this Agreement is earlier terminated in accordance with Article XII, the closing of the Merger (the "Closing") shall take place electronically or at the offices of Loeb & Loeb LLP, 345 Park Avenue, New York, New York, at 10:00 a.m. local time, on or before December 31, 2020, subject to the satisfaction or waiver (to the extent permitted by applicable law) of the conditions set forth in Article IX or at such other time, date and location as the Purchaser and the Company agree to in writing. The parties may participate in the Closing via electronic means. The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date." At the Closing, the parties hereto shall cause the Certificate of Merger to be filed with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL, and, as soon as practicable on or after the Closing Date, shall make any and all other filings or recordings required under the DGCL. The Merger shall become effective at such date and time as the Certificate of Merger is accepted by the Secretary of State of the State of Delaware or at such later date and time as Merger Sub and the Company shall agree in writing and shall specify in the Certificate of Merger (the "Effective Time").

2.4 Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Company and Merger Sub shall become the property, rights, privileges, agreements, powers and franchises, debts, liabilities, duties and obligations of the Surviving Corporation, which shall include the assumption by the Surviving Corporation of any and all agreements, covenants, duties and obligations of the Company and Merger Sub set forth in this Agreement to be performed after the Closing. For the avoidance of doubt, the Purchaser Warrants shall survive the Merger and remain in effect without any change to their existing terms.

2.5 Certificate of Incorporation; Bylaws.

(a) At the Effective Time, the certificate of incorporation of the Company shall become the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with their terms and as provided by Law.

(b) At the Effective Time, and without any further action on the part of the Company or Merger Sub, the bylaws of the Company shall become the bylaws of the Surviving Corporation until thereafter amended in accordance with their terms, the certificate of incorporation of the Surviving Corporation and as provided by Law.

(c) At the Closing, the Purchaser shall amend and restate, effective as of the Effective Time, (i) the Purchaser Certificate of Incorporation as set forth on Exhibit B attached hereto (the "Amended and Restated Purchaser Charter"), and (ii) the Purchaser's bylaws as set forth on Exhibit C attached hereto.

2.6 Post-Closing Board of Directors. Purchaser shall take all necessary actions within its control such that, as of the Effective Time, the Purchaser's board of directors shall consist of nine (9) directors, a majority of whom shall be deemed independent under Nasdaq and SEC rules. From and after the Effective Time, LifeSci Investments, LLC shall have the right to designate two (2) directors and the Stockholders shall have the right to designate seven (7) directors (the "Stockholder Designees"). The parties to this Agreement, the Stockholders and certain stockholders of the Purchaser shall enter into a voting agreement (the "Voting Agreement") in substantially the form attached hereto as Exhibit D relating to election of directors of the Purchaser in accordance with the foregoing.

2.7 Taking of Necessary Action; Further Action. If, at any time after the Closing, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and interest in, to and under, and/or possession of, all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Company and Merger Sub, to take all lawful action necessary or desirable to accomplish such purpose or acts, so long as such action is not inconsistent with this Agreement.

2.8 No Further Ownership Rights in Company Capital Stock. At the Effective Time, the transfer records of the Company shall be closed and thereafter there shall be no further registration of transfers of shares of Company Capital Stock on the records of the Company. From and after the Effective Time, the holders of certificates evidencing ownership of shares of Company Capital Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Company Capital Stock, except as otherwise provided for herein or by Law.

2.9 Section 368 Reorganization. For U.S. federal income tax purposes, the Merger is intended to constitute a "reorganization" within the meaning of Section 368(a) of the Code. The parties to this Agreement hereby (i) adopt this Agreement insofar as it relates to the Merger as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the United States Treasury regulations, (ii) agree to file and retain such information as shall be required under Section 1.368-3 of the United States Treasury regulations, and (iii) agree to file all Tax and other informational returns on a basis consistent with such characterization. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, the parties acknowledge and agree that no party is making any representation or warranty as to the qualification of the Merger as a reorganization under Section 368 of the Code or as to the effect, if any, that any transaction consummated on, after or prior to the Effective Time has or may have on any such reorganization status. Each of the parties acknowledge and agree that each such party and each of the Stockholders (i) has had the opportunity to obtain independent legal and tax advice with respect to the transactions contemplated by this Agreement, and (ii) is responsible for paying its own Taxes, including any adverse Tax consequences that may result if the Merger is determined not to qualify as a reorganization under Section 368 of the Code.

ARTICLE III
CONSIDERATION

3.1 Conversion of Capital Stock.

(a) *Conversion of Company Common Stock*. At the Effective Time, by virtue of the Merger and without any action on the part of the Purchaser, Merger Sub, the Company or the Stockholders, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) shall be canceled and automatically converted into the right to receive, without interest, (i) the number of shares of Purchaser Common Stock equal to the Exchange Ratio plus (ii) the number of Earnout Shares, if any, that may be issuable from time to time with respect to such share of Company Common Stock in accordance with the terms and conditions set forth in Section 3.3.

(b) *Conversion of Shares of Merger Sub*. Each share of Merger Sub that is issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of the sole stockholder of Merger Sub, be converted into and become one share of the Surviving Corporation (and the shares of Surviving Corporation into which the shares of Merger Sub are so converted shall be the only shares of the Surviving Corporation that are issued and outstanding immediately after the Effective Time). Each certificate evidencing ownership of shares of Merger Sub will, as of the Effective Time, be deemed to evidence ownership of such shares of the Surviving Corporation.

(c) *Shares of Dissenting Holders*. Notwithstanding anything in this Agreement to the contrary, any issued and outstanding shares of Company Common Stock held by a person (a "Dissenting Holder") who has not voted in favor of, or consented to, the adoption of this Agreement and has complied with all the provisions of the DGCL or other applicable law concerning the right of holders of Dissenting Shares to demand appraisal of their shares (the "Appraisal Provisions") of Company Common Stock, to the extent the Appraisal Provisions are applicable, shall not be converted into the right to receive shares of Purchaser Common Stock as set forth in Section 3.1(a), but instead shall become the right to receive such consideration as may be determined to be due to such Dissenting Holder pursuant to the procedures set forth in the DGCL or other applicable law. If such Dissenting Holder withdraws its demand for appraisal or

fails to perfect or otherwise loses its right of appraisal, in any case pursuant to the DGCL or other applicable law, each of such Dissenting Holder's shares of Company Common Stock shall thereupon be deemed to have been converted into and to have become, as of the Effective Time, the right to receive shares of Purchaser Common Stock as set forth in Section 3.1(a). The Company shall give the Purchaser prompt notice of any demands for appraisal of shares received by the Company, withdrawals of such demands and any other instruments served pursuant to the DGCL or other applicable law and shall give the Purchaser the opportunity to participate in all negotiations and proceedings with respect thereto. The Company shall not, without the prior written consent of the Purchaser, make any payment with respect to, or settle or offer to settle, any such demands.

(d) *Treatment of Company Common Stock Owned by the Company*. At the Effective Time, all shares of Company Common Stock that are owned by the Company as treasury shares immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(e) *No Liability*. Notwithstanding anything to the contrary in this Section 3.1, no party hereto shall be liable to any person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(f) *Surrender of Certificates*. All Closing Payment Shares issued upon the surrender of shares of the Company Common Stock in accordance with the terms hereof, shall be deemed to have been issued in full satisfaction of all rights pertaining to such securities, other than any additional rights pursuant to this Agreement, provided that any restrictions on the sale and transfer of such shares shall also apply to the Closing Payment Shares so issued in exchange.

(g) *Lost or Destroyed Certificates*. In the event any certificates shall have been lost, stolen or destroyed, the Surviving Corporation shall issue in exchange for such lost, stolen or destroyed certificates or securities, as the case may be, upon the making of an affidavit of that fact by the holder thereof, such securities, as may be required pursuant to this Section 3.1.

3.2 Issuance of Closing Payment Shares and Earnout Shares.

(a) No certificates or scrip representing fractional shares of Purchaser Common Stock will be issued pursuant to the Merger, and such fractional share interests will not entitle the owner thereof to vote or to any rights of a stockholder of the Purchaser.

(b) *Legend*. Each certificate issued to any holder of Company Common Stock in connection with the Merger shall bear the legend set forth below, or legend substantially equivalent thereto, together with any other legends that may be required by any securities laws at the time of the issuance of the Purchaser Common Stock:

> THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL (I) SUCH OFFER, SALE,

TRANSFER, PLEDGE OR HYPOTHECATION HAS BEEN REGISTERED UNDER THE ACT AND THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION COVERING SUCH SECURITIES OR (II) THE ISSUER OF THE SHARES OF COMMON STOCK HAS RECEIVED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE WITH THE ACT AND SUCH OTHER APPLICABLE LAWS.

3.3 Earnout Shares. The Stockholders shall be entitled to receive, as additional consideration for the Merger and without any action on the part of the Purchaser, Merger Sub, the Company or the Stockholders, additional shares of Purchaser Common Stock (the "Earnout Shares") as set forth below. At the time any such Earnout Shares are earned and become issuable as provided below, (i) a total of 90.6% (rounded to the nearest whole share) of the Earnout Shares then earned and issuable shall be issued to the Stockholders on a pro-rata basis based on their Stockholder Per Share Percentage, and (ii) the remaining Earnout Shares that would otherwise have been issuable shall not be issuable to the Stockholders but in lieu thereof the number of authorized shares available for issuance under the Purchaser Equity Plan shall be automatically increased by an equivalent number of shares of Purchaser Common Stock.

(a) Following the Closing Date, if the daily volume weighted average price of Purchaser Common Stock in any 20 trading days within a 30 trading day period prior to the forty-two (42) month anniversary of the Closing Date is greater than or equal to $20.00 per share (the "First Earnout"), then the Stockholders shall be entitled to receive such number of additional shares of Purchaser Common Stock as equals the quotient of $20,000,000 divided by the Closing Price Per Share.

(b) Following the Closing Date, if the daily volume weighted average price of Purchaser Common Stock in any 20 trading days within a 30 trading day period prior to the six (6) year anniversary of the Closing Date is greater than or equal to $35.00 per share (the "Second Earnout"), then the Stockholders shall be entitled to receive such number of additional shares of Purchaser Common Stock as equals the quotient of $20,000,000 divided by the Closing Price Per Share.

(c) Following the Closing Date, if the daily volume weighted average price of Purchaser Common Stock in any 20 trading days within a 30 trading day period prior to the eight (8) year anniversary of the Closing Date is greater than or equal to $45.00 per share (the "Third Earnout" and together with the First Earnout and Second Earnout, the "Earnouts"), then the Stockholders shall be entitled to receive such number of additional shares of Purchaser Common Stock as equals the quotient of $20,000,000 divided by the Closing Price Per Share.

(d) In the event that after the Closing Date and during the period when any Earnout may still be earned (the "Earnout Period"), there is a Change of Control, then any Earnout Shares that the Stockholders would have been entitled to receive pursuant to the First Earnout, the Second Earnout or the Third Earnout, as applicable, determined based on whether the aggregate consideration to be received by the Stockholders in exchange for a share of Purchaser Common Stock in such Change of Control equals or exceeds the applicable stock price threshold set forth

in the applicable Earnout(s), shall be deemed earned with respect to the applicable Earnout(s) and issuable by the Purchaser to the Stockholders immediately prior to consummation of such Change of Control transaction (and in such event the percentage in clause (i) of Section 3.3 shall be 90.6% for all Earnout Shares thereby becoming issuable or such higher percentage as the board of directors of the Purchaser at that time may determine). By way of example, if such aggregate consideration is $25.00 and the First Earnout has not previously been earned and issued, the first Earnout shall be deemed earned and issuable but not the Second or Third Earnout. Any Earnouts not achieved in connection with the Change of Control shall be canceled and of no further force or effect. For purposes hereof, a "Change of Control" means the occurrence in a single transaction or as a result of a series of related transactions, of one or more of the following events: (i) a merger, consolidation, reorganization or similar business combination transaction involving the Purchaser in which the holders of all of the outstanding equity interests of the Purchaser immediately prior to the consummation of such transaction do not directly own, beneficially or of record, immediately upon the consummation of such transaction, outstanding equity interests that represent a majority of the combined outstanding voting securities of the surviving entity in such transaction or a parent of the surviving entity in such transaction; (ii) a transaction in which a majority of the Purchaser's voting securities are transferred to any Person, or any two more Persons acting as a group, and all Affiliates of such Person or Persons (each, a "Group"); or (iii) the consummation of the sale of substantially all of the assets of the Purchaser to any Person or Group.

(e) The maximum aggregate Earnout Shares, assuming the achievement of each Earnout, is equal to the quotient of $60,000,000 divided by the Closing Price Per Share. Each Earnout shall only be earned one time, on the first instance that each applicable Earnout is earned, but each Earnout can be earned independently of any other Earnout. The Stockholders shall be entitled to receive, and the Purchaser shall issue, the applicable Earnout Shares promptly (but no later than five (5) Business Days) following the date the applicable Earnout is earned.

(f) At all times during the Earnout Period, the Purchaser shall keep available and reserved for issuance a sufficient number of authorized but unissued shares of Purchaser Common Stock to permit the Purchaser to satisfy the issuance of the Earnout Shares that may still be earned and issuable and shall take all commercially reasonable actions required to increase the authorized number of shares of Purchaser Common Stock if at any time there shall be insufficient unissued shares of Purchaser Common Stock to permit such reservation.

(g) All share and per share amounts shall be proportionally adjusted for stock splits, stock dividends, recapitalizations and similar events. All distributions of Purchaser Common Stock with respect to the Earnout Shares during the Earnout Period, including, but not limited to, shares of Purchaser Common Stock issued as a result of stock splits, stock dividends, recapitalizations and similar events, shall be deemed to be Earnout Shares and shall be set aside and not issued until the Earnout Shares have been issued to the Stockholders or, if the Earnout Shares are not earned and issued, then all such distributions declared during such period shall be forfeited.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure schedules (the "Disclosure Schedules") delivered by the Company to the Purchaser prior to the execution of this Agreement (each of which shall qualify the specifically identified Sections or subsections hereof to which such disclosure relates and those other Sections and subsections for which the relevance or applicability of such disclosure is reasonably apparent on the face of such disclosure), the Company hereby represents and warrants to Purchaser as follows:

4.1 Corporate Existence and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. The Company has all power and authority, corporate and otherwise, and all governmental licenses, franchises, Permits, authorizations, consents and approvals required to own and operate its properties and assets and to carry on the Business as presently conducted. The Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its Business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. The Company has offices located only at the addresses set forth on Schedule 4.1.

4.2 Authorization. The execution, delivery and performance by the Company of this Agreement and the Additional Agreements and the consummation by the Company of the transactions contemplated hereby and thereby are within the corporate powers of the Company and have been duly authorized by all necessary action on the part of the Company. This Agreement constitutes, and, upon their execution and delivery, each of the Additional Agreements will constitute, a valid and legally binding agreement of the Company enforceable against the Company in accordance with their respective terms.

4.3 Governmental Authorization. Except for any applicable requirements of the Exchange Act, state securities or "blue sky" laws, state takeover laws, the DGCL and the approvals listed on Schedule 4.3, neither the execution, delivery nor performance by the Company of this Agreement or any Additional Agreements requires any consent, approval, license, order or other action by or in respect of, or registration, declaration or filing with, any Authority as a result of the execution, delivery and performance of this Agreement or any of the Additional Agreements or the consummation of the transactions contemplated hereby or thereby (each of the foregoing, a "Governmental Approval").

4.4 Non-Contravention. None of the execution, delivery or performance by the Company of this Agreement or any Additional Agreements does or will (a) contravene or conflict with the organizational or constitutive documents of the Company, (b) contravene or conflict with or constitute a violation of any provision of any Law or Order binding upon or applicable to the Company, (c) constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Company or require any payment or reimbursement or to a loss of any material benefit relating to the Business to which the Company is entitled under any provision of any Permit, Contract or other instrument or obligations binding upon the

Company or by which any of the Company Capital Stock or any of the Company's assets is or may be bound or any Permit, (d) result in the creation or imposition of any Lien on any of the Company Capital Stock, (e) cause a loss of any material benefit relating to the Business to which the Company is entitled under any provision of any Permit or Contract binding upon the Company, or (f) result in the creation or imposition of any Lien (except for Permitted Liens) on any of the Company's assets.

4.5 Capitalization. The Company is authorized to issue 20,000,000 shares of common stock, par value $0.0001 per share (the "Company Common Stock"), of which 9,634,001 shares are issued and outstanding. No Company Common Stock is held in its treasury. All of the issued and outstanding Company Common Stock has been duly authorized and validly issued, is fully paid and non-assessable and has not been issued in violation of any preemptive or similar rights of any Person. All of the issued and outstanding Company Common Stock is owned of record and beneficially by the Stockholders as set forth on Schedule 4.5, free and clear of all Liens. No outstanding Company Common Stock is subject to any right of first refusal, right of first offer, preemptive right or similar restriction. No other class of shares of the Company is authorized or outstanding. There are no: (a) outstanding subscriptions, options, warrants, rights (including "phantom share rights"), calls, commitments, understandings, conversion rights, rights of exchange, plans or other agreements of any kind providing for the purchase, issuance or sale of any shares of the Company, or (b) agreements with respect to any of the Company Common Stock, including any voting trust, other voting agreement or proxy with respect thereto.

4.6 Charter Documents. Copies of the Charter Documents have heretofore been made available to Purchaser, and such copies are each true and complete copies of such instruments as amended and in effect on the date hereof. The Company has not taken any action in violation or derogation of its Charter Documents.

4.7 Corporate Records. All proceedings occurring since the date of the Company's incorporation (the "Incorporation Date") of the board of directors of the Company, including committees thereof, and all consents to actions taken thereby, are accurately reflected in the minutes and records contained in the corporate minute books of the Company. The stockholder register of the Company sets forth all issuances and transfers of Company Common Stock and is complete and accurate.

4.8 Assumed Names. Schedule 4.8 is a complete and correct list of all assumed or "doing business as" names currently or, since the Incorporation Date used by the Company, including names on any websites. Since the Incorporation Date, the Company has not used any name other than the names listed on Schedule 4.8 to conduct the Business. The Company has filed appropriate "doing business as" certificates in all applicable jurisdictions with respect to itself.

4.9 Subsidiaries. The Company has no Subsidiaries. The Company does not own or Control, directly or indirectly, any ownership, equity, profits or voting interest in any Person or has any agreement or commitment to purchase any such interest.

4.10 Consents. The Material Contracts listed on Schedule 4.10 are the only Material Contracts binding upon the Company or by which any of the Company Common Stock or any of the Company's assets are bound, requiring a consent, approval, authorization, order or other action of or filing with any Person as a result of the execution, delivery and performance of this Agreement or any of the Additional Agreements or the consummation of the Merger or other transactions contemplated hereby or thereby (each of the foregoing, a "Company Consent").

4.11 Financial Statements.

(a) Schedule 4.11 includes (i) the audited financial statements of the Company as of and for the fiscal year ended December 31, 2019, consisting of the audited consolidated balance sheet as of such date, the audited consolidated income statement for the period from the Incorporation Date to December 31, 2019, and the audited consolidated cash flow statement for the period from the Incorporation Date to December 31, 2019, and (ii) reviewed unaudited financial statements of the Company for the six (6) month period ended June 30, 2020, consisting of the reviewed unaudited balance sheet as of such date, the reviewed unaudited income statements for the period ended on such date, and the reviewed unaudited cash flow statement for the period ended on such date (collectively, the "Financial Statements" and the audited consolidated balance sheet as of June 30, 2020 (the "Balance Sheet Date") included therein, the "Balance Sheet").

(b) The Financial Statements fairly present in all material respects, in conformity with U.S. GAAP applied on a consistent basis, the financial position of the Company as of the dates thereof and the results of operations of the Company for the periods reflected therein. The Financial Statements (i) were prepared from the Books and Records of the Company; (ii) were prepared on an accrual basis in accordance with U.S. GAAP consistently applied (except for the omission of footnotes and subject to year-end adjustments); (iii) contain and reflect all necessary adjustments and accruals for a fair presentation of the Company's financial condition as of their dates (except for the omission of footnotes and subject to year-end adjustments); (iv) were prepared in accordance with the requirements of the Public Company Accounting Oversight Board for public companies; and (v) contain and reflect adequate provisions for all liabilities for all material Taxes applicable to the Company with respect to the periods then ended. The Company has delivered to Purchaser complete and accurate copies of all "management letters" received by it from its accountants and all responses since the Incorporation Date by lawyers engaged by the Company to inquiries from its accountant or any predecessor accountants.

(c) Except (i) as specifically disclosed, reflected or fully reserved against on the Balance Sheet, (ii) for liabilities and obligations incurred in the ordinary course of business or in connection with this Agreement, (iii) obligations for future performance under any contract to which the Company or any Company Subsidiary is a party, including without limitation the Bayer License Agreement, or (iv) liabilities and obligations that are not, individually or in the aggregate, expected to result in a Company Material Adverse Effect, since the Balance Sheet Date, there are no liabilities, debts or obligations of any nature required to be reflected on a balance sheet prepared in accordance with U.S. GAAP (whether accrued, fixed or contingent, liquidated or unliquidated, asserted or unasserted or otherwise) relating to the Company. All debts and liabilities, fixed or contingent, which should be included under U.S. GAAP on the Balance Sheet are included therein.

(d) To the extent required to be reflected on a balance sheet prepared in accordance with U.S. GAAP, the Balance Sheet included in the Financial Statements accurately reflects the outstanding Indebtedness of the Company as of the date thereof. Except as set forth on Schedule 4.11, the Company does not have any Indebtedness as of the date hereof.

(e) All financial projections or budgets delivered by or on behalf of the Company to the Purchaser with respect to the Business were prepared in good faith using assumptions that the Company believes to be reasonable.

4.12 Books and Records. All Contracts, documents, and other papers or copies thereof delivered to Purchaser by or on behalf of the Company are accurate, complete, and authentic.

(a) The Books and Records accurately, in reasonable detail, reflect the transactions and dispositions of assets of and the providing of services by the Company. The Company believes that its internal accounting procedures are sufficient to provide reasonable assurance that:

(i) transactions are executed only in accordance with the respective management's authorization;

(ii) all income and expense items are promptly and properly recorded for the relevant periods in accordance with the revenue recognition and expense policies maintained by the Company, as permitted by U.S. GAAP;

(iii) access to assets is permitted only in accordance with the respective management's authorization; and

(iv) recorded assets are compared with existing assets at reasonable intervals, and appropriate action is taken with respect to any differences.

(b) All accounts, books and ledgers of the Company have been properly and accurately kept and completed in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. Except as disclosed on Schedule 4.12(b), the Company does not have any records, systems controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any mechanical, electronic or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership (excluding licensed software programs) and direct control of the Company.

4.13 Absence of Certain Changes. Since the Balance Sheet Date, other than as contemplated by this Agreement, the Company has conducted the Business in the ordinary course consistent with past practices. Without limiting the generality of the foregoing, except as set forth on Schedule 4.13, since the Balance Sheet Date, there has not been:

(a) any Material Adverse Effect;

(b) any transaction, Contract or other instrument entered into, or commitment made, by the Company, or with respect to any of the Company's assets (including the acquisition or disposition of any assets), or any relinquishment by the Company of any Contract or other right, in either case other than transactions and commitments in the ordinary course of business consistent in all material respects, including kind and amount, with past practices and those contemplated by this Agreement;

(c) (i) any redemption of, declaration, setting aside or payment of any dividend or other distribution with respect to any capital stock or other equity interests in the Company; (ii) any issuance by the Company of shares of capital stock or other equity interests in the Company, or (iii) any repurchase, redemption or other acquisition, or any amendment of any term, by the Company of any outstanding shares of capital stock or other equity interests;

(d) (i) any creation or other incurrence of any Lien (other than Permitted Liens) on the Company Capital Stock or any other capital stock or securities of the Company or on any of the Company's assets, and (ii) any making of any loan, advance or capital contributions to or investment in any Person by the Company;

(e) any material personal property damage, destruction or casualty loss or personal injury loss (whether or not covered by insurance) affecting the business or assets of the Company;

(f) any material labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any employees of the Company, which employees were not subject to a collective bargaining agreement at the Balance Sheet Date, or any lockouts, strikes, slowdowns, work stoppages or threats thereof by or with respect to any employees of the Company;

(g) any sale, transfer, lease to others or other disposition of any of its assets by the Company except for inventory sold in the ordinary course of business consistent with past practices or immaterial amounts of other Tangible Personal Property not required by its Business;

(h) any capital expenditure by the Company in excess in any fiscal month of an aggregate of $100,000 or entering into any lease of capital equipment or property under which the annual lease charges exceed $100,000 in the aggregate by the Company;

(i) any institution of litigation, settlement or agreement to settle any litigation, action, proceeding or investigation before any court or governmental body relating to the Company or its property or suffering of any actual or threatened litigation, action, proceeding or investigation before any court or governmental body relating to the Company or its property;

(j) the incurrence of any Indebtedness, or any loan of any monies to any Person or guarantee of any obligations of any Person by the Company;

(k) except as required or allowed by U.S. GAAP, any change in the accounting methods or practices (including, any change in depreciation or amortization policies or rates) of the Company or any revaluation of any of the assets of the Company;

(l) any amendment to the Company's organizational documents, or any engagement by the Company in any merger, consolidation, reorganization, reclassification, liquidation, dissolution or similar transaction;

(m) any material acquisition of assets (other than acquisitions of inventory in the ordinary course of business consistent with past practice) or business of any Person;

(n) any material Tax election made by the Company outside of the ordinary course of business consistent with past practice, or any material Tax election changed or revoked by the Company; any material claim, notice, audit report or assessment in respect of Taxes settled or compromised by the Company; any annual Tax accounting period changed by the Company; any Tax allocation agreement, Tax sharing agreement, Tax indemnity agreement or closing agreement relating to any Tax entered into by the Company; or any right to claim a material Tax refund surrendered by the Company; or

(o) any commitment or agreement to do any of the foregoing.

4.14 Properties; Title to the Company's Assets.

(a) Except as set forth on Schedule 4.14(a), the items of Tangible Personal Property have no defects, are in good operating condition and repair and function in accordance with their intended uses (ordinary wear and tear excepted) and have been properly maintained, and are suitable for their present uses and meet all specifications and warranty requirements with respect thereto.

(b) The Company has good, valid and marketable title in and to, or in the case of the Leases and the assets which are leased or licensed pursuant to Contracts, a valid leasehold interest or license in or a right to use, all of their assets reflected on the Balance Sheet. Except as set forth on Schedule 4.14(b), no such asset is subject to any Liens other than Permitted Liens. The Company's assets constitute all of the assets of any kind or description whatsoever, including goodwill, for the Company to operate the Business immediately after the Closing in materially the same manner as the Business is currently being conducted as of the date hereof.

4.15 Litigation. Except as set forth on Schedule 4.15, there is no Action pending against, or to the knowledge of the Company threatened against, the Company, any of its officers or directors (in their capacities as such), the Business, or any Company Common Stock or any of the Company's assets or any Contract, before any court, Authority or official or which in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby or by the Additional Agreements. There are no outstanding judgments against the Company. The Company is not, and has not been since the Incorporation Date, subject to any proceeding with any Authority.

4.16 Material Contracts.

(a) Schedule 4.16(a) lists all Contracts, oral or written (collectively, "Material Contracts") to which the Company is a party and which are currently in effect and constitute the following:

(i) all Contracts that require annual payments or expenses by, or annual payments or income to, the Company of $100,000 or more (other than standard purchase and sale orders entered into in the ordinary course of business consistent with past practice);

(ii) all sales, advertising, agency, lobbying, broker, sales promotion, market research, marketing or similar contracts and agreements, in each case requiring the payment of any commissions by the Company in excess of $100,000 annually;

(iii) all employment Contracts, employee leasing Contracts, and consultant and sales representatives Contracts with any current or former officer, director, employee or consultant of the Company or other Person, under which the Company (A) has continuing obligations for payment of annual compensation of at least $100,000 (other than oral arrangements for at-will employment), (B) has severance or post termination obligations to such Person (other than COBRA obligations), or (C) has an obligation to make a payment upon consummation of the transactions contemplated hereby or as a result of a change of control of the Company;

(iv) all Contracts creating a joint venture, strategic alliance, limited liability company and partnership agreements to which the Company is a party;

(v) all Contracts relating to any acquisitions or dispositions of assets by the Company other than in the ordinary course of business;

(vi) all Contracts for material licensing agreements, including Contracts licensing Intellectual Property Rights, other than “shrink wrap” licenses, ;

(vii) all Contracts limiting the freedom of the Company to compete in any line of business or with any Person or in any geographic area;

(viii) all Contracts relating to patents, trademarks, service marks, trade names, brands, copyrights, trade secrets and other Intellectual Property Rights of the Company;

(ix) all Contracts providing for guarantees, indemnification arrangements and other hold harmless arrangements made or provided by the Company, including all ongoing agreements for repair, warranty, maintenance, service, indemnification or similar obligations, other than service contracts in the ordinary course of business;

(x) all Contracts with or pertaining to the Company to which any Affiliate of the Company is a party;

(xi) all Contracts relating to property or assets (whether real or personal, tangible or intangible) in which the Company holds a leasehold interest (including the Leases) and which involve payments to the lessor thereunder in excess of $100,000 per year;

(xii) all Contracts relating to outstanding Indebtedness, including financial instruments of indenture or security instruments (typically interest-bearing) such as notes, mortgages, loans and lines of credit;

(xiii) any Contract relating to the voting or control of the equity interests of the Company or the election of directors of the Company (other than the organizational documents of the Company);

(xiv) any Contract not cancellable by the Company with no more than 60 days' notice if the effect of such cancellation would result in monetary penalty to the Company in excess of $100,000 per the terms of such contract;

(xv) any Contract that can be terminated, or the provisions of which are altered, as a result of the consummation of the transactions contemplated by this Agreement or any of the Additional Agreements to which the Company is a party; and

(xvi) any Contract for which any of the benefits, compensation or payments (or the vesting thereof) will be increased or accelerated by the consummation of the transactions contemplated hereby or the amount or value thereof will be calculated on the basis of any of the transactions contemplated by this Agreement.

(b) Except as set for the on Schedule 4.16(b), each Material Contract is a valid and binding agreement, and is in full force and effect, and neither the Company nor, to the Company's knowledge, any other party thereto, is in breach or default in any material respect (whether with or without the passage of time or the giving of notice or both) under the terms of any such Material Contract. Except as set for the on Schedule 4.16(b), the Company has not assigned, delegated, or otherwise transferred any of its rights or obligations with respect to any Material Contracts, or granted any power of attorney with respect thereto or to any of the Company's assets. Except as set forth on Schedule 4.16(b), no Contract (i) requires the Company to post a bond or deliver any other form of security or payment to secure its obligations thereunder or (ii) imposes any non-competition covenants that may be binding on, or restrict the Business or require any payments by or with respect to Purchaser or any of its Affiliates.

(c) Except as set forth on Schedule 4.16(c), none of the execution, delivery or performance by the Company of this Agreement or Additional Agreements to which the Company is a party or the consummation by the Company of the transactions contemplated hereby or thereby constitutes a material default under or gives rise to any right of termination, cancellation or acceleration of any obligation of the Company or to a loss of any material benefit to which the Company is entitled under any provision of any Material Contract.

(d) Except as set for the on Schedule 4.16(d), the Company is in compliance in all material respects with all covenants, including all financial covenants, in all notes, indentures, bonds and other instruments or agreements evidencing any Indebtedness.

4.17 Licenses and Permits. Schedule 4.17 lists each material license, franchise, permit, order or approval or other similar authorization required under applicable law for the Company to carry out the Business as conducted on the date hereof (the "Permits"). Except as indicated on Schedule 4.17, such Permits are valid and in full force and effect, and none of the Permits will, assuming the related Company Consent has been obtained or waived prior to the Closing Date, be terminated or impaired in any material respect or become terminable as a result of the transactions contemplated hereby. The Company has all Permits necessary to operate the Business as

conducted on the date hereof, including, without limitation, those administered by the U.S. Food and Drug Administration ("FDA") of the U.S. Department of Health and Human Services, or by any foreign, federal, state or local governmental or regulatory authority performing functions similar to those performed by the FDA.

4.18 Compliance with Laws. Except as set forth on Schedule 4.18, the Company is not in material violation of, has not materially violated, and to the Company's knowledge is neither under investigation with respect to nor has been threatened to be charged with or given notice of any material violation or alleged violation of, any material Law, or judgment, order or decree entered by any court, arbitrator or Authority, domestic or foreign, and since the Incorporation Date the Company has not received any subpoenas by any Authority.

(a) Without limiting the foregoing paragraph, the Company is not in material violation of, has not materially violated, and to the Company's knowledge is not under investigation with respect to nor has been threatened or charged with or given notice of any material violation of any provisions of:

(i) any Law applicable due to the specific nature of the Business, including Laws applicable to data privacy, data security and/or personal information ("Data Protection Laws") and Laws applicable to lending activities;

(ii) the Foreign Corrupt Practices Act of 1977 (§§ 78dd-1 et seq.), as amended (the "Foreign Corrupt Practices Act");

(iii) any comparable or similar Law of any jurisdiction; or

(iv) any Law regulating or covering conduct in, or the nature of, the workplace, including regarding sexual harassment or, on any impermissible basis, a hostile work environment.

(b) Without limiting the foregoing paragraph, neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee, Affiliate or Person acting on behalf of the Company, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"). The Company has not engaged in transactions with, or exported any of its products or associated technical data to, (i) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods to or has proscribed economic transactions (or any national or resident of such countries), or (ii) to the knowledge of the Company, any Person included on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List.

4.19 Intellectual Property.

(a) Schedule 4.19 sets forth a true, correct and complete list of all Intellectual Property Rights, specifying as to each, as applicable: (i) the nature of such Intellectual Property Right; (ii) the owner of such Intellectual Property Right; (iii) the jurisdictions by or in which such Intellectual Property Right has been issued or registered or in which an application for such issuance or registration has been filed; and (iv) all licenses, sublicenses and other agreements pursuant to which any Person is authorized to use such Intellectual Property Right.

(b) Since the Incorporation Date, the Company has not been sued or charged in writing with or been a defendant in any Action that involves a claim of infringement of any Intellectual Property Rights, and the Company has no knowledge of any other claim of infringement by the Company, and no knowledge of any continuing infringement by any other Person of any Intellectual Property Rights of the Company.

(c) The current use by the Company of the Intellectual Property Rights does not infringe the rights of any other Person. Any Intellectual Property Rights used by the Company in the performance of any services under any Contract is, and upon the performance of such Contract remains, owned by the Company, and no client, customer or other third-party has any claim of ownership on the Intellectual Property Rights.

(d) Except as disclosed on Schedule 4.19(d), all employees, agents, consultants or contractors who have contributed to or participated in the creation or development of any material copyrightable, patentable or trade secret material on behalf of the Company or any predecessor in interest thereto either: (i) is a party to a "work-for-hire" agreement under which the Company is deemed to be the original owner/author of all property rights therein; or (ii) has executed an assignment or an agreement to assign in favor of the Company (or such predecessor in interest, as applicable) all right, title and interest in such material.

(e) None of the execution, delivery or performance by the Company of this Agreement or any of the Additional Agreements to which the Company is a party or the consummation by the Company of the transactions contemplated hereby or thereby will cause any material item of Intellectual Property Rights owned, licensed, used or held for use by the Company immediately prior to the Closing to not be owned, licensed or available for use by the Company on substantially the same terms and conditions immediately following the Closing.

(f) The Company has taken reasonable measures to safeguard and maintain the confidentiality and value of all trade secrets and other items of Intellectual Property Rights that are confidential and all other confidential information, data and materials licensed by the Company or otherwise used in the operation of the Business. The transactions contemplated by this Agreement will not result in the violation of any Data Protection Laws or the privacy policies of the Company.

4.20 Customers and Suppliers.

(a) Schedule 4.20(a) sets forth a list of the Company's three largest customers and the three largest suppliers as measured by the dollar amount of purchases therefrom or thereby, for the Company's fiscal year ended December 31, 2019 and for the six (6) months ended June 30, 2020, showing the approximate total sales by the Company to each such customer and the approximate total purchases by the Company from each such supplier, during each such period.

(b) Except as indicated on Schedule 4.20(b), to the knowledge of the Company, no customer or supplier listed on Schedule 4.20(a) has (i) terminated its relationship with the Company, (ii) materially reduced its business with the Company or materially and adversely modified its relationship with the Company, (iii) notified the Company in writing of its intention to take any such action, or (iv) to the knowledge of the Company, become insolvent or subject to bankruptcy proceedings.

4.21 Accounts Receivable and Payable; Loans.

(a) All accounts receivable and notes of the Company reflected on the Financial Statements, and all accounts receivable and notes arising subsequent to the date thereof, represent valid obligations arising from services actually performed or goods actually sold by the Company in the ordinary course of business consistent with past practice. The accounts payable of the Company reflected on the Financial Statements, and all accounts payable arising subsequent to the date thereof, arose from bona fide transactions in the ordinary course consistent with past practice or in connection with this Agreement.

(b) To the Company's knowledge, there is no contest, claim, or right of setoff in any agreement with any maker of an account receivable or note relating to the amount or validity of such account, receivables or note involving an amount in excess of $100,000. Except as set forth on Schedule 4.21(b), to the knowledge of the Company, all accounts, receivables or notes are good and collectible in the ordinary course of business.

(c) The information set forth on Schedule 4.21(c) separately identifies any and all accounts, receivables or notes of the Company which are owed by any Affiliate of the Company. Except as set forth on Schedule 4.21(c), the Company is not indebted to any of its Affiliates and no Affiliates are indebted to the Company.

4.22 Pre-payments. Except as set forth on Schedule 4.22, the Company has not received any payments with respect to any services to be rendered or goods to be provided after the Closing except in the ordinary course of business.

4.23 Employees.

(a) Schedule 4.23(a) sets forth a true, correct and complete list of each of the three highest compensated employees of the Company as of June 30, 2020, setting forth the name, title, current salary or compensation rate for each such person and total compensation (including bonuses and commissions) paid to each such person for the fiscal year ended December 31, 2019.

(b) Except as set forth on Schedule 4.23(b), the Company is not a party to or subject to any collective bargaining agreement, or any similar agreement, and there has been no activity or proceeding by a labor union or representative thereof to organize any employees of the Company.

(c) There are no pending or, to the knowledge of the Company, threatened claims or proceedings against the Company under any worker's compensation policy or long-term disability policy.

4.24 Employment Matters.

(a) Schedule 4.24(a) sets forth a true and complete list of every employment agreement, commission agreement, employee group or executive medical, life, or disability insurance plan, and each incentive, bonus, profit sharing, retirement, deferred compensation, equity, phantom stock, stock option, stock purchase, stock appreciation right or severance plan of the Company in effect or under which the Company has any obligation as of the date hereof (collectively, "Labor Agreements"). The Company has previously delivered to Purchaser true and complete copies of each such Labor Agreement, any employee handbook or policy statement of the Company, and complete and correct information concerning the Company's employees.

(b) Except as disclosed on Schedule 4.24(b):

(i) to the knowledge of the Company, no employee of the Company, in the ordinary course of his or her duties, has breached or will breach any obligation to a former employer in respect of any covenant against competition or soliciting clients or employees or servicing clients or confidentiality or any proprietary right of such former employer; and

(ii) the Company is not a party to any collective bargaining agreement, does not have any material labor relations problems, and there is no pending representation question or union organizing activity respecting employees of the Company.

4.25 Withholding. Except as disclosed on Schedule 4.25, all obligations of the Company applicable to its employees, whether arising by operation of Law, by contract, by past custom or otherwise, or attributable to payments by the Company to trusts or other funds or to any governmental agency, with respect to unemployment compensation benefits, social security benefits or any other benefits for its employees with respect to the employment of said employees through the date hereof have been paid or adequate accruals therefor have been made on the Financial Statements. Except as disclosed on Schedule 4.25, all reasonably anticipated obligations of the Company with respect to such employees (except for those related to wages during the pay period immediately prior to the Closing Date and arising in the ordinary course of business), whether arising by operation of Law, by contract, by past custom, or otherwise, for salaries and holiday pay, bonuses and other forms of compensation payable to such employees in respect of the services rendered by any of them prior to the date hereof have been or will be paid by the Company prior to the Closing Date.

4.26 Employee Benefits and Compensation. Schedule 4.26 sets forth each "employee benefit plan" (as defined in Section 3(3) of ERISA), bonus, deferred compensation, equity-based or non-equity-based incentive, severance or other plan or written agreement relating to employee or director benefits or employee or director compensation or fringe benefits, maintained or contributed to by the Company at any time since the Incorporation Date and/or with respect to which the Company could incur or could have incurred any direct or indirect, fixed or contingent liability (each a "Plan" and collectively, the "Plans"). Each Plan is in compliance with applicable Law in all material respects.

4.27 Real Property.

(a) Except as set forth on Schedule 4.27, the Company does not own, or otherwise have an interest in, any Real Property, including under any Real Property lease, sublease, space sharing, license or other occupancy agreement. The Company has good, valid and subsisting title to its respective leasehold estates in the offices described on Schedule 4.27, free and clear of all Liens. To the knowledge of the Company, the Company has not breached or violated any local zoning ordinance, and no notice from any Person has been received by the Company or served upon the Company claiming any violation of any local zoning ordinance.

(b) With respect to the Lease: (i) it is valid, binding and in full force and effect; (ii) all rents and additional rents and other sums, expenses and charges due thereunder have been paid; (iii) the lessee has been in peaceable possession since the commencement of the original term thereof; (iv) no waiver, indulgence or postponement of the lessee's obligations thereunder has been granted by the lessor; (v) there exists no default or event of default thereunder by the Company or, to the Company's knowledge, by any other party thereto; (vi) to the knowledge of the Company, there exists no occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default or event of default by the Company thereunder; and (vii) there are no outstanding claims of breach or indemnification or notice of default or termination thereunder. The Company holds the leasehold estate on the Lease free and clear of all Liens, except for Liens of mortgagees of the Real Property in which such leasehold estate is located. The Company does not owe any brokerage commission with respect to any Real Property.

4.28 Accounts. Schedule 4.28 sets forth a true and complete list of the checking accounts, deposit accounts, safe deposit boxes, and brokerage, commodity and similar accounts of the Company, including the account number and name, the name of each depositary or financial institution and the address where such account is located and the authorized signatories thereto.

4.29 Tax Matters. Except as set forth on Schedule 4.29:

(a) (i) The Company has duly and timely filed all material Tax Returns which are required to be filed by or with respect to it, and has paid all Taxes which have become due; (ii) all such Tax Returns are true, correct and complete and accurate in all material respects; (iii) no Company Tax Returns have been examined by the relevant Taxing Authority and no period for assessment for Taxes in respect of such Tax Returns has expired; (iv) there is no Action, pending or proposed in writing, with respect to Taxes of the Company; (v) no statute of limitations in respect of the assessment or collection of any Taxes of the Company for which a Lien may be imposed on any of the Company's assets has been waived or extended, which waiver or extension is in effect; (vi) the Company has complied in all material respects with all applicable Laws relating to the reporting, payment, collection and withholding of Taxes and has duly and timely withheld or collected, paid over to the applicable Taxing Authority and reported all Taxes (including income, social, security and other payroll Taxes) required to be withheld or collected by the Company; (vii) to the knowledge of the Company, no stock transfer Tax, sales Tax, use Tax, real estate transfer Tax or other similar Tax will be imposed on the transfer of the Company Common Stock by the Stockholders to the Purchaser pursuant to this Agreement; (viii) there is no Lien (other than Permitted Liens) for Taxes upon any of the assets of the Company; (ix) there is no

outstanding request for a ruling from any Taxing Authority, request for a consent by a Taxing Authority for a change in a method of accounting, subpoena or request for information by any Taxing Authority, or agreement with any Taxing Authority, with respect to the Company; (x) no claim has ever been made by a Taxing Authority in a jurisdiction where the Company has not paid any Tax or filed Tax Returns, asserting that the Company is or may be subject to Tax in such jurisdiction; (xi) the Company has provided to Purchaser true, complete and correct copies of all Tax Returns relating to, and all audit reports and correspondence relating to each proposed adjustment, if any, made by any Taxing Authority with respect to, any taxable period ending after the Incorporation Date; (xii) there is no outstanding power of attorney from the Company authorizing anyone to act on behalf of the Company in connection with any Tax, Tax Return or Action relating to any Tax or Tax Return of the Company; (xiii) the Company is not, and has never been, a party to any Tax sharing or Tax allocation Contract; (xiv) the Company is and has never been included in any consolidated, combined or unitary Tax Return; and (xv) the Company has not requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed.

(b) The Company will not be required to include any item of income or exclude any item of deduction for any taxable period ending after the Closing Date as a result of the use of a method of accounting with respect to any transaction that occurred on or before the Closing Date.

(c) The unpaid Taxes of the Company (i) did not, as of the most recent fiscal month end, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Unaudited Financial Statements and (ii) will not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company in filing its Tax Return.

4.30 Environmental Laws. Except as set forth in Schedule 4.30, the Company has not (i) received any written notice of any alleged claim, violation of or Liability under any Environmental Law which has not heretofore been cured or for which there is any remaining liability; (ii) disposed of, emitted, discharged, handled, stored, transported, used or released any Hazardous Materials, arranged for the disposal, discharge, storage or release of any Hazardous Materials, or exposed any employee or other individual to any Hazardous Materials so as to give rise to any Liability or corrective or remedial obligation under any Environmental Laws; or (iii) entered into any agreement that may require it to guarantee, reimburse, pledge, defend, hold harmless or indemnify any other Person with respect to liabilities arising out of Environmental Laws or the Hazardous Materials Activities of the Company.

4.31 Finders' Fees. Except as set forth on Schedule 4.31, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Company or any of Affiliates who might be entitled to any fee or commission from the Company, Merger Sub, Purchaser or any of their Affiliates upon consummation of the transactions contemplated by this Agreement.

4.32 Powers of Attorney and Suretyships. Except as set forth on Schedule 4.32, the Company does not have any general or special powers of attorney outstanding (whether as grantor or grantee thereof) or any obligation or liability (whether actual, accrued, accruing, contingent, or otherwise) as guarantor, surety, co-signer, endorser, co-maker, indemnitor or otherwise in respect of the obligation of any Person.

4.33 Directors and Officers. Schedule 4.33 sets forth a true, correct and complete list of all directors and officers of the Company.

4.34 Certain Business Practices. Neither the Company, nor any director, officer, agent or employee of the Company (in their capacities as such), has (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees, to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977, or (iii) made any other unlawful payment. Neither the Company, nor any director, officer, agent or employee of the Company (nor any Person acting on behalf of any of the foregoing, but solely in his or her capacity as a director, officer, employee or agent of the Company), has, since the Incorporation Date, directly or indirectly, given or agreed to give any gift or similar benefit in any material amount to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder the Company or assist the Company in connection with any actual or proposed transaction, which, if not given or continued in the future, would reasonably be expected to adversely affect the business or prospects of the Company and would reasonably be expected to subject the Company to suit or penalty in any private or governmental litigation or proceeding.

4.35 Money Laundering Laws. The operations of the Company are and have been conducted at all times in compliance with anti-money laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "Money Laundering Laws"), and no Action involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

4.36 Insurance. All forms of insurance owned or held by and insuring the Company are set forth on Schedule 4.36, and such policies are in full force and effect. All premiums with respect to such policies covering all periods up to and including the Closing Date have been paid, and no notice of cancellation or termination has been received with respect to any such policy which was not replaced on substantially similar terms prior to the date of such cancellation or termination. There is no existing default or event which, with or without the passage of time or the giving of notice or both, would constitute a default under any such policy or entitle any insurer to terminate or cancel any such policy. Such policies will not in any way be affected by or terminate or lapse by reason of the transactions contemplated by this Agreement or the Additional Agreements. The insurance policies to which the Company is a party are sufficient for compliance with all express insurance requirements of all Contracts to which the Company is a party or by which the Company is bound. Since the Incorporation Date, the Company has not been refused any insurance with respect to its assets or operations or had its coverage limited by any insurance carrier to which it has applied for any such insurance or with which it has carried insurance. The Company does not have any self-insurance arrangements.

4.37 Related Party Transactions. Except as contemplated by this Agreement and the Financial Statements, no Affiliate of the Company (a) is a party to any Contract, or has otherwise entered into any transaction, understanding or arrangement, with the Company, or (b) owns any property or right, tangible or intangible, which is used by the Company.

4.38 FDA. There is no pending, completed or, to the Company's knowledge, threatened action (including any lawsuit, arbitration, or legal or administrative or regulatory proceeding, charge, complaint, or investigation) against the Company or any of its Subsidiaries, and none of the Company or any of its Subsidiaries has received any notice, warning letter or other communication from the FDA or any other governmental entity, which (i) imposes a clinical hold on any clinical investigation by the Company or any of its Subsidiaries, (ii) enjoins production at any facility of the Company or any of its Subsidiaries, (iii) enters or proposes to enter into a consent decree of permanent injunction with the Company or any of its Subsidiaries, or (iv) otherwise alleges any violation of any Laws by the Company or any of its Subsidiaries, and which, either individually or in the aggregate, would have a Material Adverse Effect. The properties, business and operations of the Company have been and are being conducted in all material respects in accordance with all applicable Laws of the FDA. The Company has not been informed by the FDA that the FDA will prohibit the marketing, sale, license or use in the United States of any product proposed to be developed, produced or marketed by the Company, nor has the FDA expressed any concern as to approving or clearing for marketing any product being developed or proposed to be developed by the Company.

4.39 Exclusivity of Representations and Warranties. Except as otherwise expressly provided in this Article IV (as modified by the Disclosure Schedules), the Company hereby expressly disclaims and negates any other express or implied representation or warranty whatsoever (whether at Law or in equity) with respect to the Company, its Affiliates and any matter relating to any of them, including their affairs, the condition, value or quality of the assets, liabilities, financial condition or results of operations, or with respect to the accuracy or completeness of any other information made available to the Purchaser, its Affiliates or any of their respective representatives by, or on behalf of, the Company, and any such representations or warranties are expressly disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, neither the Company nor any other person on behalf of the Company has made or makes, and hereby disclaims, any representation or warranty, whether express or implied, with respect to (i) any projections, forecasts, estimates or budgets made available to the Purchaser, its Affiliates or any of their respective representatives (including the reasonableness of the assumptions underlying any of the foregoing), and (ii) the Bayer License Agreement (including the rights, benefits and assets to be licensed or otherwise conveyed thereunder).

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASER AND MERGER SUB

Except as disclosed in the Purchaser SEC Documents filed with or furnished to the SEC prior to the date of this Agreement (to the extent the qualifying nature of such disclosure is readily apparent from the content of such Purchaser SEC Reports, but excluding any risk factor disclosures or other similar cautionary or predictive statements therein), it being acknowledged that nothing disclosed in such Purchaser SEC Documents shall be deemed to modify or qualify the representations and warranties set forth in Sections 5.1, 5.2 or 5.7, the Purchaser and Merger Sub (the "Purchaser Parties") hereby represent and warrant to the Company as follows:

5.1 Corporate Existence and Power. Each of the Purchaser Parties is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Each of the Purchaser Parties has all power and authority, corporate and otherwise, and all governmental licenses, franchises, Permits, authorizations, consents and approvals required to own and operate its properties and assets and to carry on its business as presently conducted and as proposed to be conducted. Except for Merger Sub, the Purchaser does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture or business association or other person. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations or incurred any obligation or liability other than as contemplated by this Agreement.

5.2 Corporate Authorization. The execution, delivery and performance by the Purchaser Parties of this Agreement and the Additional Agreements and the consummation by the Purchaser Parties of the transactions contemplated hereby and thereby are within the corporate powers of the Purchaser Parties and have been duly authorized by all necessary corporate action on the part of the Purchaser Parties. This Agreement has been duly executed and delivered by the Purchaser Parties and it constitutes, and upon their execution and delivery, the Additional Agreements will constitute, a valid and legally binding agreement of the Purchaser Parties, enforceable against them in accordance with their terms. The copies of the Purchaser's certificate of incorporation and bylaws filed with the Purchaser SEC Documents (the "Purchaser Organizational Documents") are true, correct and complete, have not been further amended and are in full force and effect.

5.3 Governmental Authorization. Except for any applicable requirements of the Exchange Act, state securities or "blue sky" laws, state takeover laws or the DGCL, assuming the accuracy of the representations and warranties set forth in Section 4.3, neither the execution, delivery nor performance of this Agreement or any Additional Agreements requires any consent, approval, license, order or other action by, or in respect of, or registration, declaration or filing with, any Authority.

5.4 Non-Contravention. None of the execution, delivery and performance by the Purchaser Parties of this Agreement or any Additional Agreements does or will (i) contravene or conflict with the organizational or constitutive documents of the Purchaser Parties provided that holders of fewer than the number of Purchaser Common Stock specified in the Purchaser Organizational Documents exercise their conversion rights with respect to the Merger, (ii) contravene or conflict with or constitute a violation of any provision of any Law or Order binding upon or applicable to the Purchaser Parties, (iii) constitute a default under or breach of (with or without the giving of notice or the passage of time or both) or violate or give rise to any right of termination, cancellation, amendment or acceleration of any right or obligation of the Purchaser Parties or require any payment or reimbursement or to a loss of any material benefit relating to the business to which the Purchaser Parties are entitled under any provision of any permit, contract or other instrument or obligations binding upon the Purchaser Parties or by which any of their capital stock or assets is or may be bound, or (iv) result in the creation or imposition of any Lien on any of the capital stock or assets of the Purchaser Parties.

5.5 Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Purchaser Parties or their Affiliates who might be entitled to any fee or commission from the Company or any of its Affiliates upon consummation of the transactions contemplated by this Agreement or any of the Additional Agreements, except for the Deferred Underwriting Discount.

5.6 Issuance of Shares. The Closing Payment Shares and Earnout Shares (the "Merger Shares"), when issued in accordance with this Agreement, will be duly authorized and validly issued, and will be fully paid and nonassessable, and each such Merger Share shall be issued free and clear of preemptive rights and all Liens, other than transfer restrictions under applicable securities laws and the Purchaser Organizational Documents. The Merger Shares shall be issued in compliance with all applicable securities Laws and other applicable Laws and without contravention of any other person's rights therein or with respect thereto.

5.7 Capitalization.

(a) The authorized capital stock of the Purchaser consists of 30,000,000 shares of Purchaser Common Stock, par value $0.0001 per share, and 1,000,000 shares of preferred stock, par value $0.0001 per share ("Purchaser Preferred Stock") of which 8,204,709 shares of Purchaser Common Stock (inclusive of Purchaser Common Stock included in any outstanding Purchaser Units), and no shares of Purchaser Preferred Stock, are issued and outstanding as of the date hereof. In addition, 9,133,767 Purchaser Warrants (inclusive of Purchaser Public Warrants included in any outstanding Purchaser Units) are issued and outstanding as of the date hereof. 5,851,883 shares of Purchaser Common Stock are reserved for future issuance pursuant to the Purchaser Warrants. No other shares of capital stock or other voting securities of the Purchaser are issued, reserved for issuance or outstanding or held in treasury. All issued and outstanding shares of Purchaser Common Stock and Purchaser Warrants are duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the DGCL, the Purchaser Organizational Documents or any contract to which the Purchaser is a party or by which the Purchaser or its assets are bound. Except as set forth in the Purchaser Organizational Documents and the Warrant Agreement dated as of March 5, 2020 between the Purchaser and Continental Stock Transfer & Trust Company, there are no outstanding contractual obligations of the Purchaser to repurchase, redeem or otherwise acquire any shares of Purchaser Common Stock, Purchaser Warrants or any capital equity of the Purchaser. There are no outstanding contractual obligations of the Purchaser to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. All outstanding Purchaser Units, shares of Purchaser Common Stock and Purchaser Warrants have been issued in compliance with all applicable securities and other applicable Laws and were issued free and clear of all Liens other than transfer restrictions under applicable securities Laws and the Purchaser Organizational Documents.

(b) Merger Sub is authorized to issue 1,000 shares of common stock, $0.0001 par value ("Merger Sub Common Stock") of which 100 shares of Merger Sub Common Stock are issued and outstanding as of the date hereof. No other shares or other voting securities of Merger Sub are issued, reserved for issuance or outstanding. All issued and outstanding shares of Merger Sub Common Stock are duly authorized, validly issued, fully paid and nonassessable and not

subject to or issued in violation of any purchase option, right of first refusal, preemptive right, subscription right or any similar right under any provision of Delaware law, Merger Sub's organizational documents or any contract to which Merger Sub is a party or by which Merger Sub is bound. Except as set forth in Merger Sub's organizational documents, there are no outstanding contractual obligations of Merger Sub to repurchase, redeem or otherwise acquire any shares of Merger Sub Common Stock or any capital equity of Merger Sub. There are no outstanding contractual obligations of Merger Sub to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person. All outstanding shares of Merger Sub Common Stock and are held by the Purchaser free and clear of all Liens, other than transfer restrictions under applicable securities Laws and Merger Sub's organizational documents.

5.8 Information Supplied. None of the information supplied or to be supplied by the Purchaser Parties expressly for inclusion or incorporation by reference in the filings with the SEC and mailings to Purchaser's stockholders with respect to the solicitation of proxies to approve the transactions contemplated by this Agreement and the Additional Agreements, if applicable, will, at the date of filing and/ or mailing, as the case may be, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading (subject to the qualifications and limitations set forth in the materials provided by the Purchaser Parties or that is included in the Purchaser SEC Documents).

5.9 Trust Fund. As of the date of this Agreement, Purchaser has $65,696,479.32 in the trust fund established by the Purchaser for the benefit of its public stockholders (the "Trust Fund") in a trust account maintained by Continental Stock Transfer & Trust Company (the "Trustee") at Morgan Stanley (the "Trust Account"), and such monies are invested in "government securities" (as such term is defined in the Investment Company Act of 1940, as amended) and held in trust by the Trustee pursuant to the Investment Management Trust Agreement, dated as of March 5, 2020, between the Purchaser and the Trustee (the "Trust Agreement"). The Trust Agreement has not been amended or modified and is valid and in full force and effect and is enforceable in accordance with its terms. The Purchaser has complied in all material respects with the terms of the Trust Agreement and is not in breach thereof or default thereunder and there does not exist under the Trust Agreement any event which, with the giving of notice or the lapse of time, would constitute such a breach or default by the Purchaser or the Trustee. There are no separate contracts, agreements, side letters or other understandings (whether written or unwritten, express or implied): (i) between the Purchaser and the Trustee that would cause the description of the Trust Agreement in the Purchaser SEC Documents to be inaccurate in any material respect; or (ii) that would entitle any Person (other than stockholders of the Purchaser who shall have elected to redeem their shares of Purchaser Common Stock pursuant to the Purchaser Organizational Documents) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released or invested except in accordance with the Trust Agreement and the Purchaser Organizational Documents. There are no Actions pending or, to the knowledge of the Purchaser, threatened in writing with respect to the Trust Account. The Purchaser has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to the Purchaser at the Effective Time.

5.10 Listing. The Purchaser Units, Purchaser Common Stock and Purchaser Warrants are registered pursuant to Section 12(b) of the Exchange Act and listed on Nasdaq, with trading symbols LSACU, LSAC and LSACW, respectively. The Purchaser is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of Nasdaq. As of the date of this Agreement, there is no Action pending or, to the knowledge of the Purchaser, threatened in writing against the Purchaser by Nasdaq or the SEC with respect to any intention by such entity to deregister the Purchaser Units, Purchaser Common Stock or Purchaser Warrants or terminate the listing of the Purchaser on Nasdaq. None of the Purchaser or any of its Affiliates has taken any action in an attempt to terminate the registration of the Purchaser Units, Purchaser Common Stock or Purchaser Warrants under the Exchange Act.

5.11 Board Approval.

(a) The Purchaser's board of directors (including any required committee or subgroup of such board) has unanimously (i) declared the advisability of this Agreement and the Additional Agreements and the Merger, the Amended and Restated Purchaser Charter and the other transactions contemplated hereby and thereby, (ii) determined that this Agreement and the Additional Agreements and the Merger, the Amended and Restated Purchaser Charter and the other transactions contemplated hereby and thereby are fair to and in the best interests of the stockholders of the Purchaser, and (iii) recommended that the Purchaser's stockholders approve this Agreement and the Merger, the Amended and Restated Purchaser Charter and the other Purchaser Stockholder Matters set forth in the Proxy Statement. The only vote of the holders of any class or series of capital stock of the Purchaser necessary to approve this Agreement and the Merger and other transactions contemplated by this Agreement is the affirmative vote of the holders of a majority of the outstanding shares of Purchaser Common Stock.

(b) The Merger Sub's board of directors has unanimously (i) declared the advisability of this Agreement and the Additional Agreements and the Merger and the other transactions contemplated hereby and thereby, (ii) determined that this Agreement and the Additional Agreements and the Merger and the other transactions contemplated hereby and thereby are fair to and in the best interests of the sole stockholder of the Merger Sub, and (iii) recommended that the sole stockholder of the Merger Sub approve this Agreement and the Merger. The only vote of the holders of any class or series of capital stock of the Merger Sub necessary to approve this Agreement and the Merger and other transactions contemplated by this Agreement is the affirmative vote of the holders of a majority of the outstanding shares of Merger Sub Common Stock.

5.12 Purchaser SEC Documents and Financial Statements.

(a) Purchaser has timely filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed or furnished by the Purchaser with the SEC under the Exchange Act or the Securities Act, together with any amendments, restatements or supplements thereto (the "Purchaser SEC Documents"). The Purchaser has made available to the Company copies in the form filed with the SEC of all of its quarterly, annual and current reports, all proxy materials, all registration statements and all other Purchaser SEC Documents filed by the Purchaser with the SEC since the Purchaser's formation and true and correct copies of all amendments and modifications that have not been filed by the Purchaser with the SEC to all agreements, documents and other instruments that previously had been filed by the Purchaser with the SEC and are currently in effect. The Purchaser SEC Documents have been

prepared in all material respects in accordance with the requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act, as the case may be, and the rules and regulations thereunder. The Purchaser SEC Documents did not, at the time they were filed with the SEC (except to the extent that information contained in any Purchaser SEC Document has been revised or superseded by a later filed Purchaser SEC Document, then on the date of such filing), contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Each director and executive officer of the Purchaser has filed with the SEC on a timely basis all documents required with respect to the Purchaser by Section 16(a) of the Exchange Act and the rules and regulations thereunder. There are no outstanding comments from the SEC with respect to the Purchaser SEC Documents, and to the knowledge of the Purchaser, none of the Purchaser SEC Documents is subject to ongoing SEC review or investigation. As used in this Section 5.12, the term "file" and "filed" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(b) The financial statements and notes contained or incorporated by reference in the Purchaser SEC Documents, (i) were prepared in accordance with U.S. GAAP consistently applied, (ii) comply with all applicable accounting requirements under the Securities Act, the Exchange Act and the rules and regulations of the SEC thereunder, and (iii) fairly present in all material respects, in conformity with U.S. GAAP applied on a consistent basis, the financial position of the Purchaser as of the dates thereof and the results of operations, changes in stockholders equity and cash flows of the Purchaser for the periods reflected therein (subject, in the case of unaudited statements, to normal and recurring year-end adjustments that are not, individually or in the aggregate, material). No financial statements other than those of the Purchaser are required by U.S. GAAP to be included in the consolidated financial statements of the Purchaser, and the Purchaser has no off-balance sheet arrangements that are not disclosed in the Purchaser SEC Reports.

(c) The Purchaser makes and keeps accurate Books and Records and maintains a system of internal accounting controls designed, and which the Purchaser believes is sufficient, to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(d) The Purchaser has established and maintains disclosure controls and procedures (as defined in Rules 13a-15 and 15d-15 under the Exchange Act), which (i) are designed to ensure that material information relating to the Purchaser is made known to the Purchaser's principal executive officer and its principal financial officer by others, and (ii) are effective in all material respects to perform the functions for which they were established. Since the Purchaser's inception, there have been no significant deficiencies or material weakness in the Purchaser's internal control over financial reporting (whether or not remediated) and no change in the Purchaser's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Purchaser's internal control over financial reporting.

(e) Except as described in the Purchaser SEC Documents, there are no transactions, agreements, arrangements or understandings between any of Purchaser or any of its subsidiaries, on the one hand, and any director, officer, employee, stockholder, warrant holder or Affiliate of Purchaser or any of its subsidiaries. The Purchaser has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

5.13 Certain Business Practices. Neither the Purchaser Parties, nor any director, officer, agent or employee of the Purchaser Parties (in their capacities as such) has (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees, to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977 or (iii) made any other unlawful payment. Neither the Purchaser Parties, nor any director, officer, agent or employee of the Purchaser Parties (nor any Person acting on behalf of any of the foregoing, but solely in his or her capacity as a director, officer, employee or agent of the Purchaser Parties) has, since the IPO, directly or indirectly, given or agreed to give any gift or similar benefit in any material amount to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder the Purchaser parties or assist the Purchaser Parties in connection with any actual or proposed transaction, which, if not given or continued in the future, would reasonably be expected to adversely affect the business or prospects of the Purchaser Parties and would reasonably be expected to subject the Purchaser Parties to suit or penalty in any private or governmental litigation or proceeding.

5.14 Money Laundering Laws. The operations of the Purchaser Parties are and have been conducted at all times in compliance with the Money Laundering Laws, and no Action involving the Purchaser Parties with respect to the Money Laundering Laws is pending or, to the knowledge of the Purchaser, threatened.

5.15 Absence of Changes. Since its formation, the Purchaser has (a) conducted no business other than its formation, the public offering of its securities (and the related private offerings), public reporting and its search for an acquisition as described in the prospectus for its IPO prospectus (including the investigation of the Company and the negotiation and execution of this Agreement) and related activities, and (b) not been subject to a Material Adverse Effect.

5.16 Contracts. Other than this Agreement and the Additional Agreements, there are no Contracts to which any of the Purchaser Parties is a party or by which any of their properties or assets may be bound, subject or affected, which creates or imposes a liability greater than $100,000, that prohibits, prevents, restricts or impairs in any material respect any business practice of the Purchaser or any acquisition of material property by the Purchaser, or that restricts in any material respect the ability of the Purchaser from engaging in business as currently conducted by it or from competing with any other Person (each such contract, a "Purchaser Material Contract"). All Purchaser Material Contracts have been made available to the Company other than those that are exhibits to the Purchaser SEC Documents. With respect to each Purchaser Material Contract: (a) the Purchaser Material Contract is legal, valid, binding and enforceable in all material respects

against the Purchaser and, to the knowledge of the Purchaser, the other parties thereto, and is in full force and effect; (ii) the Purchaser is not in breach or default, and no event has occurred that with the passage of time or giving of notice or both would constitute such a breach or default by the Purchaser Parties, or permit termination or acceleration by the other party; and (iii) to the knowledge of the Purchaser, no other party to any Purchaser Material Contract is in breach or default in any material respect, and no event has occurred that with the passage of time or giving of notice or both would constitute such a breach or default by such other party, or permit termination or acceleration by the Purchaser under any Purchaser Material Contract.

5.17 Litigation. There is no Action that would be material to the Purchaser pending against, or to the knowledge of the Purchaser, threatened in writing against or affecting, the Purchaser Parties, any of their officers or directors with respect to the business of the Purchaser or any securities of the Purchaser or any of the assets of the Purchaser Parties or any Purchaser Material Contract before any court, Authority or official or which in any manner challenges or seeks to prevent or enjoin the transactions contemplated hereby or by the Additional Agreements. There are no outstanding judgments against the Purchaser Parties that would be, individually or in the aggregate, reasonably likely to have a Material Adverse Effect.

5.18 Employees and Employee Benefit Plans. The Purchaser Parties do not (a) have any paid employees, or (b) maintain, sponsor, contribute to or otherwise have any liability under, any Plans.

5.19 Insurance. The Purchaser is insured by financially sound institutions with policies in such amounts and with such deductibles and covering such risks as are customarily carried by Persons conducting a business similar to the Purchaser.

5.20 Taxes. The Purchaser Parties have or will have timely filed, or caused to be timely filed (taking into account valid extensions), all income and other material Tax Returns required to be filed by it, except where the failure to so file would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, which Tax Returns are correct and complete in all material respects, and has paid all Taxes required to be paid by the Purchaser Parties other than such Taxes for which adequate reserves in the Purchaser Financials have been established, and except for such Taxes the non-payment of which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no Actions pending against the Purchaser Parties in respect of any material Tax, and the Purchaser Parties have not been notified in writing of any proposed material Tax claims or assessments against the Purchaser Parties (other than, in each case, claims or assessments that have been settled or otherwise resolved in full). The Purchaser Parties have not taken any action, and do not have any knowledge of any fact or circumstance, that could reasonably be expected to prevent the transactions contemplated hereby from qualifying as a “reorganization” for U.S. federal income tax purposes within the meaning of Section 368(a)(1) of the Code.

5.21 Independent Investigation. Each of the Purchaser Parties is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the Company and transactions contemplated by this Agreement and the Additional Agreements, which investigation, review and analysis were conducted by the Purchaser Parties together with expert advisors. Neither of the Purchaser Parties is relying on any statement, representation or warranty,

oral or written, express or implied, made by the Company or any of their respective representatives, except as expressly set forth in Article IV (as modified by the Company Disclosure Schedule). Neither the Company nor any of their respective stockholders, affiliates or representatives shall have any liability to the Purchaser Parties or any of their respective stockholders, affiliates or representatives resulting from the use of any information, documents or materials made available to the Purchaser Parties or any of their representatives, whether orally or in writing, in any confidential information memoranda, data rooms, management presentations, due diligence discussions or in any other form. Neither the Company nor any of its stockholders, affiliates or representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections, budgets or forecasts involving the Company.

ARTICLE VI
COVENANTS OF THE PARTIES PENDING CLOSING

6.1 Conduct of the Business. Each of the Company and the Purchaser covenants and agrees that:

(a) from the date hereof and continuing until the earlier of the termination of this Agreement or the Effective Time, except to the extent that the other party shall otherwise consent in writing (which shall not be unreasonably withheld, conditioned or delayed) or to the extent required by applicable law, each party shall conduct business only in the ordinary course (including the payment of accounts payable and the collection of accounts receivable), consistent with past practices, and shall not enter into any material transactions without the prior written consent of the other party, and shall use its best efforts to preserve intact its business relationships with employees, clients, suppliers and other third parties. Without limiting the generality of the foregoing, from the date hereof and continuing until the earlier of the termination of this Agreement or the Effective Time, without the other party's prior written consent (which shall not be unreasonably withheld conditioned or delayed) and except to the extent required by applicable law, neither party shall, and each party shall cause its subsidiaries not to:

(i) amend, modify or supplement its certificate of incorporation and bylaws or other organizational or governing documents;

(ii) amend, waive any provision of, terminate prior to its scheduled expiration date, or otherwise compromise in any way, any Material Contract or Purchaser Material Contract or any other right or asset, as the case may be;

(iii) modify, amend or enter into any contract, agreement, lease, license or commitment, which (A) is with respect to Real Property, (B) extends for a term of one year or more or (C) obligates the payment of more than $100,000 (individually or in the aggregate);

(iv) make any capital expenditures in excess of $100,000 (individually or in the aggregate);

(v) sell, lease, license or otherwise dispose of any assets except in the ordinary course of business or pursuant to existing Contracts disclosed herein;

(vi) pay, declare or promise to pay any dividends or other distributions with respect to its capital stock or other equity securities, or pay, declare or promise to pay any other payments to any stockholder or other equityholder (other than payment of salary, benefits, leases, commissions and other regular and necessary similar payments in the ordinary course);

(vii) obtain or incur any loan or other Indebtedness (other than, with respect to the Company, in connection with the Bayer License Agreement or Bridge Financing), including drawings under existing lines of credit, or repay or satisfy any Indebtedness other than repayment of Indebtedness in accordance with the terms thereof or in connection with the Bridge Financing;

(viii) suffer or incur any Lien, except for Permitted Liens;

(ix) suffer any material damage, destruction or loss of property related to any assets not covered by insurance;

(x) delay, accelerate or cancel any receivables or Indebtedness owed to such party or write off or make further reserves against the same;

(xi) merge or consolidate with or acquire any other Person or be acquired by any other Person or liquidate, dissolve, reorganize or otherwise wind up its business and operations;

(xii) permit any insurance policy protecting any assets to lapse, unless simultaneously with such lapse, a replacement policy underwritten by an insurance company of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the lapsed policy for substantially similar premiums or less is in full force and effect;

(xiii) adopt any severance, retention or other employee plans, amend any of its employee plans or fail to continue to make timely contributions thereto in accordance with the terms thereof;

(xiv) institute, settle or agree to settle any litigation, action, proceeding or investigation before any court or governmental body in each case in excess of $100,000 (exclusive of any amounts covered by insurance) or that imposes injunctive or other non-monetary relief on such party;

(xv) make any change in its accounting principles or methods or write down the value of any inventory or assets;

(xvi) change the jurisdiction of organization;

(xvii) issue, redeem or repurchase any capital stock or other securities, or issue any securities exchangeable or exercisable for or convertible into any shares of capital stock or other securities (other than any redemption by the Purchaser of its stockholders pursuant to Section 6.6 hereof and the transactions described in Sections 8.6 and 8.7 hereof);

(xviii) make or change any material Tax election or change any annual Tax accounting periods;

(xix) enter into any transaction with or distribute or advance any assets or property to any of its Affiliates other than the payment of salary and benefits in the ordinary course; or

(xx) agree to do any of the foregoing.

(b) From the date hereof through the Closing Date, neither the Company, on the one hand, nor the Purchaser Parties, on the other hand, shall, and such Persons shall use reasonable best efforts to cause each of their respective officers, directors, Affiliates, managers, consultant, employees, representatives and agents not to, directly or indirectly, (i) encourage, solicit, initiate, engage or participate in negotiations with any Person concerning any Alternative Transaction, (ii) take any other action intended or designed to facilitate the efforts of any Person relating to a possible Alternative Transaction, or (iii) approve, recommend or enter into any Alternative Transaction or any Contract related to any Alternative Transaction. For purposes of this Agreement, the term "Alternative Transaction" shall mean any of the following transactions involving the Company or the Purchaser (other than the transactions contemplated by this Agreement): (i) any merger, consolidation, share exchange, business combination or other similar transaction, or (ii) any sale, lease, exchange, transfer or other disposition of a material portion of the assets of such Person (other than sales of inventory in the ordinary course of business) or any class or series of the capital stock or other equity interests of the Company or the Purchaser Parties in a single transaction or series of transactions. In the event that there is an unsolicited proposal for, or an indication of a serious interest in entering into, an Alternative Transaction, communicated in writing to the Company or the Purchaser Parties or any of their respective representatives or agents (each, an "Alternative Proposal"), such party shall as promptly as practicable (and in any event within one (1) Business Day after receipt) advise the other parties to this Agreement orally and in writing of any Alternative Proposal and the material terms and conditions of any such Alternative Proposal (including any changes thereto) and the identity of the person making any such Alternative Proposal. The Company and the Purchaser shall keep the other parties informed on a reasonably current basis of material developments with respect to any such Alternative Proposal.

6.2 Access to Information. From the date hereof until and including the Closing Date, the Company and the Purchaser shall each, to the best of its ability, (a) continue to give the other party, its legal counsel and other representatives reasonable access to the offices, properties and, Books and Records, (b) furnish to the other party, its legal counsel and other representatives such information relating to the business of the Company and the Purchaser as such Persons may reasonably request, and (c) cause the employees, legal counsel, accountants and representatives to cooperate with the other party in its investigation of the Business; provided that no investigation pursuant to this Section (or any investigation prior to the date hereof) shall affect any representation or warranty given by the Company or the Purchaser Parties and, provided further, that any investigation pursuant to this Section shall be conducted in such manner as not to interfere

unreasonably with the conduct of the Business of the Company. Notwithstanding anything to the contrary in this Agreement, neither party shall be required to provide the access described above or disclose any information if doing so is reasonably likely to (i) result in a waiver of attorney-client privilege, work product doctrine or similar privilege or (ii) violate any contract to which it is a party or to which it is subject or applicable Law.

6.3 Notices of Certain Events. Each party shall promptly notify the other party of:

(a) any notice or other communication from any Person alleging or raising the possibility that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or that the transactions contemplated by this Agreement might give rise to any Action or other rights by or on behalf of such Person or result in the loss of any rights or privileges of the Company or the Purchaser to any such Person or create any Lien on any Company Common Stock or capital stock of the Purchaser Parties or any of the Company's or the Purchaser Parties' assets;

(b) any notice or other communication from any Authority in connection with the transactions contemplated by this Agreement or the Additional Agreements;

(c) any Actions commenced or threatened against, relating to or involving or otherwise affecting either party or any of their stockholders or their equity, assets or business or that relate to the consummation of the transactions contemplated by this Agreement or the Additional Agreements;

(d) the occurrence of any fact or circumstance which constitutes or results, or might reasonably be expected to constitute or result, in a Material Adverse Change; and

(e) any inaccuracy of any representation or warranty of such party contained in this Agreement at any time during the term hereof, or any failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder, that would reasonably be expected to cause any of the conditions set forth in Article IX not to be satisfied.

6.4 Annual and Interim Financial Statements. From the date hereof through the Closing Date, within thirty (30) calendar days following the end of each three-month quarterly period, the Company shall deliver to the Purchaser an unaudited consolidated summary of the Company's earnings and an unaudited consolidated balance sheet for the period from the Balance Sheet Date through the end of such quarterly period and the applicable comparative period in the preceding fiscal year. The Company shall also promptly deliver to the Purchaser copies of any audited consolidated financial statements of the Company that the Company's certified public accountants may issue.

6.5 SEC Filings.

(a) The Company acknowledges that:

(i) the Parent's stockholders must approve the transactions contemplated by this Agreement prior to the transactions contemplated hereby being consummated and that, in connection with such approval, the Parent must call the Purchaser Stockholder Meeting requiring the Purchaser and the Company to prepare, and the Purchaser to file with the SEC, the Proxy Statement;

(ii) the Purchaser will be required to file Quarterly and Annual Reports that may be required to contain information about the transactions contemplated by this Agreement (and the Company will be given an opportunity to review and comment on any disclosure relating to the transactions contemplated by this Agreement); and

(iii) the Purchaser will be required to file Current Reports on Form 8-K to announce the transactions contemplated hereby and other significant events that may occur in connection with such transactions (and the Company will be given an opportunity to review and comment on any disclosure relating to the transactions contemplated by this Agreement).

(b) Prior to Closing, the Purchaser will keep current and timely file all of its public filings with the SEC and otherwise comply in all material respects with applicable securities Laws and shall use its reasonable efforts to maintain the listing of the Purchaser Units, Purchaser Common Stock and Purchaser Warrants on Nasdaq.

(c) The Company acknowledges that a substantial portion of the Proxy Statement shall include disclosure regarding the Company and its management, operations and financial condition. Accordingly, the Company agrees to as promptly as reasonably practical provide Purchaser with such information as shall be reasonably requested by the Purchaser for inclusion in or attachment to the Proxy Statement, and that such information shall be accurate in all material respects and shall comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations promulgated thereunder as of the date the Proxy Statement is filed with the SEC. The Company understands that such information shall be included in the Proxy Statement and/or responses to comments from the SEC or its staff in connection therewith and mailings. The Company shall make, and cause each Subsidiary to make, their managers, directors, officers and employees available to the Purchaser and its counsel in connection with the drafting of such filings and mailings and responding in a timely manner to comments from the SEC.

6.6 Trust Account. The Purchaser covenants that it shall make appropriate arrangements to cause the funds in the Trust Account to be disbursed in accordance with the Trust Agreement and for the payment of (i) all amounts payable to stockholders of the Purchaser holding Purchaser Units or Purchaser Common Stock who shall have validly redeemed their Purchaser Units or Purchaser Common Stock upon acceptance by the Purchaser of such Purchaser Units or Purchaser Common Stock, (ii) the expenses to the third parties to which they are owed, and (iii) the remaining monies in the Trust Account to the Purchaser.

6.7 Key Employee Agreements. Schedule 6.7 lists those individuals designated by the Company as key employees of the Company (the "Key Employees"). The Company shall use reasonable efforts to enter into employment agreements with such Key Employees on terms and conditions acceptable to the Company, the Purchaser and such Key Employees (the "Key Employee Agreements"), which shall become effective upon the Closing. In addition, such Key

Employee Agreements shall include non-competition (during the term of the Key Employee Agreement), non-solicitation and confidentiality provisions in form and substance reasonably satisfactory to the Purchaser, as well as assignment of invention provisions and such other terms and conditions as are customary for public company employment agreements for employees with such titles and responsibilities.

ARTICLE VII
COVENANTS OF THE COMPANY

The Company agrees that:

7.1 Reporting and Compliance with Laws. From the date hereof through the Closing Date, the Company shall on behalf of the Company duly and timely file all Tax Returns required to be filed with the applicable Taxing Authorities, pay any and all Taxes required by any Taxing Authority and duly observe and conform in all material respects, to all applicable Laws and Orders.

7.2 Consents. The Company shall use its reasonable efforts to obtain each Company Consent and Governmental Approval as promptly as practicable hereafter.

7.3 Lock-Up Agreements. Prior to the Closing, the Company shall use its reasonable efforts to cause each holder of Closing Payment Shares to deliver, or cause to be delivered, to the Purchaser copies of the Lock-Up Agreements duly executed by all such parties.

ARTICLE VIII
COVENANTS OF ALL PARTIES HERETO

The parties hereto covenant and agree that:

8.1 Further Assurances. Subject to the terms and conditions of this Agreement, each party shall use its reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws, and as reasonably requested by the other party, to consummate and implement expeditiously the Merger and other transactions contemplated by this Agreement. The parties hereto shall execute and deliver such other documents, certificates, agreements and other writings and take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the Merger and other transactions contemplated by this Agreement.

8.2 Compliance with SPAC Agreements. The Company and Purchaser shall comply with each of the agreements entered into in connection with the IPO, including that certain registration rights agreement, dated as of March 5, 2020 by and between the Purchaser and the investors named therein, as in effect as of the date hereof.

8.3 Proxy Statement.

(a) As soon as reasonably practicable after the date hereof, the Purchaser and the Company shall prepare and the Purchaser shall file a preliminary proxy statement (as amended, the "Proxy Statement") with the SEC for purposes of (a) approval of this Agreement and the Merger and the other transactions contemplated hereby, (b) approval of the Amended and Restated

Purchaser Charter, (c) approval of the Purchaser Equity Plan, and (d) approval of any adjournment of the Purchaser Stockholder Meeting in the event the Purchaser does not receive the requisite vote to approve the matters set forth in clause (a) through (c) above (the approvals described in foregoing clauses (a) through (d), collectively, the "Purchaser Stockholder Matters"). The Proxy Statement and any other SEC filings shall be in a form mutually agreed by the Purchaser, the Company and the Stockholders' Representative. As promptly as reasonably practicable following the later of (i) receipt and resolution of SEC comments with respect to the Proxy Statement and the expiration of the 10-day waiting period provided in Rule 14a-6(a) promulgated under the Exchange Act, the Purchaser and the Company shall cooperate to file the definitive Proxy Statement and cause the definitive Proxy Statement to be mailed to the Purchaser's stockholders. The Purchaser shall cause all documents that it is responsible for filing with the SEC or other regulatory authorities in connection with the Purchaser Stockholder Matters to (A) comply as to form in all material respects with all applicable SEC requirements and (B) otherwise comply in all material respects with all applicable Law.

(b) The Purchaser shall notify the Company promptly of the receipt of any comments (written or oral) from the SEC or its staff (or of notice of the SEC's intent to review the Proxy Statement) and of any request by the SEC or its staff or any other official of any Authority for amendments or supplements to the Proxy Statement or any other filing or for additional/supplemental information, and shall supply the Company with copies of all correspondence between the Purchaser or any of its representatives, on the one hand, and the SEC, or its staff or any other official of any Authority, on the other hand, with respect to the Proxy Statement or such other filing. The Purchaser shall (i) consult with the Company prior to responding to any comments or inquiries by the SEC or any other Authority with respect to any filings related to this agreement and the Merger, (ii) provide the Company and its representatives with reasonable opportunity to review and comment on any such written response in advance and consider in good faith the incorporation of any changes reasonably proposed by the Company, and (iii) promptly inform the Company whenever any event occurs that requires the filing of an amendment or supplement to the Proxy Statement or any other filing, and the Purchaser shall provide the Company and its representatives with a reasonable opportunity to review and comment on any such amendment or supplement in advance and consider in good faith the incorporation of any changes reasonably proposed by the Company and its representatives, and shall cooperate in filing with the SEC or its staff or any other official of any Authority, and/or mailing to the Purchaser's stockholders, such amendment or supplement.

(c) The Company shall provide the Purchaser with all reasonable information concerning the business of the Company and the management, operations and financial condition of the Company as is required by the SEC for inclusion in the Proxy Statement ("Company Information"), including, all financial statements required by relevant securities laws and regulations (the "Required Financial Statements"), which shall be prepared under such accounting principles and for such periods as required by the forms, rules and regulations of the SEC or as requested by the SEC in connection with its review of the Proxy Statement. Subject to the Company's review and approval of any Proxy Statement including Company Information and the consent of the Company's auditor to the inclusion of the Required Financial Statements in the Proxy Statement (in each case, such approval or consent not to be unreasonably withheld, conditioned or delayed), the Company acknowledges and agrees that Company Information (including the Required Financial Statements), or summaries thereof or extracts therefrom, may

be included in the Proxy Statement. In connection therewith, the Company shall instruct the employees, counsel, financial advisors, auditors and other authorized representatives of the Company to reasonably cooperate with Purchaser as relevant if required to achieve the foregoing. The Purchaser agrees to provide the Company with a reasonable opportunity to review any Proxy Statement and to not file the Proxy Statement without the Company's approval (such approval not to be unreasonably withheld, conditioned or delayed).

(d) As of the date of the filing of the Proxy Statement with the SEC, none of the Company Information, Required Financial Statements or other financial information supplied by the Company for inclusion in the Proxy Statement, and none of the comparable financial and other information supplied by the Purchaser, shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein in light of the circumstances under which they were made, not misleading. If at any time prior to Closing, a change in such financial or other information which would make the preceding sentence incorrect, should be discovered by the Company or the Purchaser, as the case maybe, such party shall promptly notify the other party of such change. The Company shall reasonably cooperate with Purchaser in its filing of the Proxy Statement and shall instruct the employees, counsel, financial advisors, auditors and other authorized representatives of the Company to reasonably cooperate with Purchaser in connection therewith.

(e) Prior to the filing of a definitive Proxy Statement with the SEC, the Purchaser shall establish a record date for, duly call, give notice of, convene and hold a meeting of the Purchaser's stockholders (including any adjournment or postponement thereof, the "Purchaser Stockholder Meeting") to be held as promptly as reasonably practicable following the filing of the definitive Proxy Statement for the sole purpose of obtaining approval of the Purchaser Stockholder Matters (including any adjournment of such meeting for the purpose of soliciting additional proxies in favor of such Purchaser Stockholder Matters) and such other matter as may be agreed by the Company. The Purchaser shall use its commercially reasonable efforts to solicit from its stockholders proxies in favor of the Purchaser Stockholder Matters and take all other reasonable action necessary or advisable to obtain such proxies and such stockholder approval and to secure the vote or consent of its stockholders required by and in compliance with all applicable Law and the Purchaser Organizational Documents. The Purchaser (i) shall consult with the Company regarding the record date and the date of the Purchaser Stockholder Meeting and (ii) shall not adjourn or postpone the Purchaser Stockholder Meeting without the prior written consent of Company; provided that the Purchaser may adjourn or postpone the Purchaser Stockholder Meeting (A) to the extent necessary to ensure that any supplement or amendment to the Proxy Statement that the Purchaser reasonably determines (following consultation with Company) is necessary to comply with applicable Laws, is provided to the Purchaser's stockholders in advance of a vote on the adoption of this Agreement, (B) if, as of the time that the Purchaser Stockholder Meeting is originally scheduled, there are insufficient shares of Purchaser Common Stock represented at such meeting (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Purchaser Stockholder Meeting, or (C) if, as of the time that the Purchaser Stockholder Meeting is originally scheduled, adjournment or postponement of the Purchaser Stockholder Meeting is necessary to enable the Purchaser to solicit additional proxies required to obtain such stockholder approval.

(f) The Proxy Statement shall include a statement to the effect that the Purchaser's board of directors has unanimously recommended that the Purchaser's stockholders vote in favor of the Purchaser Stockholder Matters at the Purchaser Stockholder Meeting and neither the Purchaser's board of directors nor any committee thereof shall withhold, withdraw, qualify, amend or modify, or publicly propose or resolve to withhold, withdraw, qualify, amend or modify, such recommendation.

8.4 Confidentiality. Except as necessary to complete the Proxy Statement or any other SEC filings, the Company, on the one hand, and Purchaser and Merger Sub, on the other hand, shall hold and shall cause their respective representatives to hold in strict confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all documents and information concerning the other party furnished to it by such other party or its representatives in connection with the transactions contemplated by this Agreement (except to the extent that such information can be shown to have been (a) previously known by the party to which it was furnished, (b) in the public domain through no fault of such party or (c) later lawfully acquired from other sources, which source is not the agent of the other party, by the party to which it was furnished), and each party shall not release or disclose such information to any other person, except its representatives in connection with this Agreement. In the event that any party believes that it is required to disclose any such confidential information pursuant to applicable Laws, to the extent legally permissible, such party shall give timely written notice to the other party so that such party may have an opportunity to obtain a protective order or other appropriate relief. Each party shall be deemed to have satisfied its obligations to hold confidential information concerning or supplied by the other party if it exercises the same care as it takes to preserve confidentiality for its own similar information. The parties acknowledge that some previously confidential information will be required to be disclosed in the Proxy Statement and any other SEC filings.

8.5 Purchaser Equity Plan. The parties shall cooperate to establish an equity incentive award plan for the Purchaser to be approved by the Purchaser's stockholders and effective from and after the Effective Time (the "Purchaser Equity Plan").

8.6 Conversion of Purchaser Notes. The parties agree that with respect to the promissory notes issued by the Purchaser to LifeSci Investments, LLC in the aggregate principal amount of $1,000,000, (i) $500,000 of such amount shall be converted upon consummation of the Merger at a conversion price equal to $10.00 per share into 50,000 shares of Purchaser Common Stock to be issued to LifeSci Holdings LLC, and (ii) $500,000 of such amount shall be converted upon consummation of the Merger into Purchaser Private Warrants to purchase shares of Purchaser Common Stock at a conversion price of $0.50 per Purchaser Private Warrant to be issued to LifeSci Holdings LLC. Such conversions shall be adjusted for any stock splits, stock dividends, recapitalizations and similar events. Upon such conversions, such promissory notes shall be deemed to be paid in full.

8.7 Deferred Underwriting Discount; Amendments to Certain Purchaser Private Warrants. As soon as practicable following the date of this Agreement, the parties shall cause: (i) the Deferred Underwriting Discount to be converted into shares of Purchaser Common Stock at a conversion price per share equal to $10.00 (adjusted for any stock splits, stock dividends, recapitalizations and similar events), of which 140,796 shares shall be issued to LifeSci Holdings LLC and 88,936 shares shall be issued to the underwriter in the Purchaser's IPO; and (ii) 500,000

of the Purchaser Private Warrants held by Rosedale Park, LLC and 500,00 of the Purchaser Private Warrants held by LifeSci Holdings LLC shall without further action be amended to remove the cashless exercise provision and include a redemption provision substantially identical to the provision set forth in Section 6.1 of the Purchaser Public Warrants; provided, however, that such redemption rights may not be exercised during the first 12 months following the Closing unless the last sales price of the Purchaser Common Stock has been equal to or greater than $20.00 per share (subject to adjustment for splits, dividends, recapitalizations and other similar events) for any 20 trading days within a 30 trading day period ending on the third business day prior to the date on which notice of redemption is given. If the Company determines that it needs additional capital prior to the time that the Purchaser Public Warrants may otherwise be called for redemption pursuant to the foregoing terms, the parties agree to discuss the possibility of calling the Purchaser Public Warrants for redemption prior to such time.

8.8 Directors' and Officers' Indemnification and Liability Insurance.

(a) All rights to indemnification for acts or omissions occurring through the Closing Date now existing in favor of the current directors and officers of the Company and the Purchaser as provided in their respective organizational documents or in any indemnification agreements shall survive the applicable Merger and shall continue in full force and effect in accordance with their terms for a period of six years following the Closing Date.

(b) Prior to the Closing Date, the Purchaser shall purchase a directors and officers tail liability insurance policy, with respect to claims arising from facts and events that occurred prior to the Closing Date.

(c) The provisions of this Section 8.8 are intended to be for the benefit of, and shall be enforceable by, each Person who will have been a director or officer of the Company or the Purchaser for all periods ending on or before the Closing Date and may not be changed with respect to any officer or director without his or her written consent.

ARTICLE IX
CONDITIONS TO CLOSING

9.1 Condition to the Obligations of the Parties. The obligations of all of the parties to consummate the Closing are subject to the satisfaction of all the following conditions:

(a) The Purchaser Stockholder Matters shall have been approved and adopted by the requisite affirmative vote of the stockholders of the Purchaser in accordance with the Proxy Statement, the DGCL, the Purchaser Organizational Documents and the rules and regulations of Nasdaq. The sole stockholder of the Merger Sub shall have approved this Agreement and the Merger.

(b) No provisions of any applicable Law, and no Order shall restrain or prohibit or impose any condition on the consummation of the Closing;

(c) There shall not be any Action brought by any governmental Authority to enjoin or otherwise restrict the consummation of the Closing;

(d) Each of the Voting Agreement and the Registration Rights Agreement shall have been entered into and the same shall be in full force and effect.

(e) The Purchaser's listing application with Nasdaq in connection with the transactions contemplated hereby shall have been approved and the Merger Shares shall have been approved for listing on Nasdaq, subject to completion of the Merger.

(f) This Agreement and the Merger shall have been approved and adopted by the requisite affirmative vote of the Stockholders in accordance with the DGCL and the Company's organizational documents, and none of the Stockholders shall have exercised dissenter's rights with respect to any of their securities in the Company.

(g) The Bayer License Agreement shall have been entered into and the same shall be in full force and effect, subject to completion of the Merger.

(h) As of the Effective Time and after distribution of the Trust Account pursuant to Section 6.6 and deducting all amounts to be paid pursuant to (i) the valid exercise of redemption rights in accordance with the Trust Account and the Purchaser Organizational Documents, (ii) the Deferred Underwriting Discount, and (iii) and the transaction fees, costs and expenses paid or to be paid in connection with the transactions contemplated by this Agreement, the Purchaser shall have cash on hand equal to or in excess of $40,000,000.

9.2 Conditions to Obligations of Purchaser. The obligation of the Purchaser to consummate the Closing is subject to the satisfaction, or the waiver at the Purchaser's sole and absolute discretion, of all the following further conditions:

(a) The Company shall have duly performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date.

(b) All of the representations and warranties of the Company contained in this Agreement and in any certificate delivered by the Company pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall: (i) be true, correct and complete at and as of the date of this Agreement or, if otherwise specified, when made or when deemed to have been made, and (ii) be true, correct and complete as of the Closing Date, except in the case of (i) and (ii) for any inaccuracies in such representations and warranties which would not in the aggregate reasonably be expected to have a Material Adverse Effect on the Company.

(c) There shall have been no event, change or occurrence which individually or together with any other event, change or occurrence has had a Material Adverse Effect on the Company.

(d) The Purchaser shall have received a certificate signed by the Chief Executive Officer and Chief Financial Officer of the Company to the effect set forth in clauses (a) through (c) of this Section 9.2.

(e) The Purchaser shall have received the Financial Statements at least 30 days before the Closing Date.

(f) The Purchaser shall have received (i) a copy of the Company's certificate of incorporation certified as of a recent date by the Secretary of State of the State of Delaware, (ii) copies of resolutions duly adopted by the board of directors of the Company and by vote or consent of the Stockholders authorizing this Agreement, the Additional Agreements and the Merger and other transactions contemplated hereby and thereby, (iii) a certificate of the Secretary of the Company certifying as to signatures of the officer(s) executing this Agreement and any certificate or document to be delivered pursuant hereto, together with evidence of the incumbency of such Secretary, and (iv) a recent good standing certificate regarding the Company from each jurisdiction in which the Company organized or is qualified to do business.

(g) The Key Employees shall have executed the Key Employment Agreements and the same shall be in full force and effect, subject to completion of the Merger.

(h) The Lock-Up Agreements shall have been entered into and the same shall be in full force and effect.

(i) The Company shall not have any Indebtedness other than in connection with the Bayer License Agreement and the Bridge Financing.

9.3 Conditions to Obligations of the Company. The obligations of the Company to consummate the Closing is subject to the satisfaction, or the waiver at the Company's discretion, of all of the following further conditions:

(a) The Purchaser Parties shall have duly performed in all material respects all of their obligations hereunder required to be performed by them at or prior to the Closing Date.

(b) All of the representations and warranties of the Purchaser Parties contained in this Agreement and in any certificate delivered by the Purchaser Parties pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall: (i) be true, correct and complete at and as of the date of this Agreement or, if otherwise specified, when made or when deemed to have been made, and (ii) be true, correct and complete as of the Closing Date, except in the case of (i) and (ii) for any inaccuracies in such representations and warranties which would not in the aggregate reasonably be expected to have a Material Adverse Effect on the Purchaser.

(c) There shall have been no event, change or occurrence which individually or together with any other event, change or occurrence has had a Material Adverse Effect on the Purchaser.

(d) The Company shall have received a certificate signed by the Chief Executive Officer and Chief Financial Officer of the Purchaser to the effect set forth in clauses (a) through (c) of this Section 9.3.

(e) The Stockholder Designees shall have been appointed to the board of directors of the Purchaser, effective as of the Closing. Other than the Stockholder Designees, all members of the Purchaser's board of directors shall have executed written resignations effective as of the Effective Time.

(f) The Company shall have received all documents it may reasonably request relating to the existence of the Purchaser Parties and the authority of the Purchaser Parties to enter into and perform under this Agreement, all in form and substance reasonably satisfactory to the Company and its legal counsel, including (i) copies of each Purchaser Party's certificate of incorporation certified as of a recent date by the Secretary of State of the State of Delaware, (ii) copies of resolutions duly adopted by the board of directors of the Purchaser Parties and by vote or consent of the stockholders of the Purchaser Parties authorizing this Agreement, the Additional Agreements and the Merger and other transactions contemplated hereby and thereby, (iii) a certificate of the Secretary of each of the Purchaser Parties certifying as to signatures of the officer(s) executing this Agreement and any certificate or document to be delivered pursuant hereto, together with evidence of the incumbency of such Secretary, and (iv) a recent good standing certificate regarding the Purchaser Parties from each jurisdiction in which each Purchaser Party is organized or is qualified to do business.

(g) The Purchaser shall not have any Indebtedness other than up to $1,000,000 for working capital purposes in the ordinary course.

ARTICLE X
DISPUTE RESOLUTION

10.1 Arbitration.

(a) The parties shall promptly submit any dispute, claim, or controversy arising out of or relating to this Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement) or any alleged breach thereof (including any action in tort, contract, equity, or otherwise), to binding arbitration before one arbitrator (the "Arbitrator"). Binding arbitration shall be the sole means of resolving any dispute, claim, or controversy arising out of or relating to this Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this Agreement) or any alleged breach thereof (including any claim in tort, contract, equity, or otherwise).

(b) If the parties cannot agree upon the Arbitrator, the Arbitrator shall be selected by the New York, New York chapter head of the American Arbitration Association upon the written request of either side. The Arbitrator shall be selected within thirty (30) days of the written request of any party.

(c) In any arbitration hereunder, this Agreement shall be governed by the laws of the State of Delaware applicable to a contract negotiated, signed, and wholly to be performed in the State of Delaware, which laws the Arbitrator shall apply in rendering his decision. The Arbitrator shall issue a written decision, setting forth findings of fact and conclusions of law, within sixty (60) days after he shall have been selected. The Arbitrator shall have no authority to award punitive or other exemplary damages.

(d) The arbitration shall be held in New York, New York in accordance with and under the then-current provisions of the rules of the American Arbitration Association, except as otherwise provided herein.

(e) On application to the Arbitrator, any party shall have rights to discovery to the same extent as would be provided under the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply to any arbitration under this Agreement; provided, however, that the Arbitrator shall limit any discovery or evidence such that his decision shall be rendered within the period referred to in Section 10.1(c).

(f) The Arbitrator may, at his discretion and at the expense of the party who will bear the cost of the arbitration, employ experts to assist him in his determinations.

(g) The costs of the arbitration proceeding and any proceeding in court to confirm any arbitration award or to obtain relief as provided in Section 10.1(h), as applicable (including actual attorneys' fees and costs), shall be borne by the unsuccessful party and shall be awarded as part of the Arbitrator's decision, unless the Arbitrator shall otherwise allocate such costs in such decision. The determination of the Arbitrator shall be final and binding upon the parties and not subject to appeal.

(h) Any judgment upon any award rendered by the Arbitrator may be entered in and enforced by any court of competent jurisdiction. The parties expressly consent to the non-exclusive jurisdiction of the courts (Federal and state) in New York, New York to enforce any award of the Arbitrator or to render any provisional, temporary, or injunctive relief in connection with or in aid of the Arbitration. The parties expressly consent to the personal and subject matter jurisdiction of the Arbitrator to arbitrate any and all matters to be submitted to arbitration hereunder. None of the parties hereto shall challenge any arbitration hereunder on the grounds that any party necessary to such arbitration (including the parties hereto) shall have been absent from such arbitration for any reason, including that such party shall have been the subject of any bankruptcy, reorganization, or insolvency proceeding.

(i) The parties shall indemnify the Arbitrator and any experts employed by the Arbitrator and hold them harmless from and against any claim or demand arising out of any arbitration under this Agreement or any agreement contemplated hereby, unless resulting from the gross negligence or willful misconduct of the person indemnified.

(j) Notwithstanding anything herein to the contrary, the parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. The parties expressly consent to the non-exclusive jurisdiction of the courts (Federal and state) in New York, New York to render such relief and to enforce specifically the terms and provisions of this Agreement.

10.2 Waiver of Jury Trial; Exemplary Damages.

(a) THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT EACH SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT.

(b) Each of the parties to this Agreement acknowledge that each has been represented in connection with the signing of this waiver by independent legal counsel selected by the respective party and that such party has discussed the legal consequences and import of this waiver with legal counsel. Each of the parties to this Agreement further acknowledge that each has read and understands the meaning of this waiver and grants this waiver knowingly, voluntarily, without duress and only after consideration of the consequences of this waiver with legal counsel.

ARTICLE XI
TERMINATION

11.1 Termination Without Default.

(a) In the event that the Closing of the transactions contemplated hereunder has not occurred by December 31, 2020 (the "Outside Closing Date"), and no material breach of this Agreement by the party (i.e., the Purchaser or Merger Sub, on one hand, or the Company, on the other hand) seeking to terminate this Agreement shall have occurred or have been made (as provided in Section 11.2 hereof), the Purchaser or the Company shall have the right, at its sole option, to terminate this Agreement without liability to the other party. Such right may be exercised by the Purchaser or the Company, as the case may be, giving written notice to the other at any time after the Outside Closing Date.

(b) In the event an Authority shall have issued an Order, having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger, which Order is final and non-appealable, each of the Purchaser or the Company shall have the right, at its sole option, to terminate this Agreement without liability to the other party.

11.2 Termination Upon Default.

(a) The Purchaser may terminate this Agreement by giving notice to the Company at any time prior to the Closing, without prejudice to any rights or obligations Purchaser may have, if the Company shall have materially breached any representation, warranty, agreement or covenant contained herein to be performed on or prior to the Closing Date, and such breach would cause a failure of a closing condition of the Purchaser and is not cured by the earlier of the Outside Closing Date and thirty (30) days following receipt by the Company of a notice describing in reasonable detail the nature of such breach.

(b) The Company may terminate this Agreement by giving notice to the Purchaser at any time prior to the Closing, without prejudice to any rights or obligations the Company may have, if the Purchaser Parties shall have materially breached any of their covenants, agreements, representations, and warranties contained herein to be performed on or prior to the Closing Date, and such breach would cause a failure of a closing condition of the Company and is not cured by the earlier of the Outside Closing Date and thirty (30) days following receipt by the Purchaser of a notice describing in reasonable detail the nature of such breach.

11.3 Effect of Termination. If this Agreement is terminated pursuant to this Article XI, this Agreement shall become void and of no effect without liability of any party (or any stockholder, director, officer, employee, Affiliate, agent, consultant or representative of such party) to the other party hereto; provided that, if such termination shall result from the intentional fraud of a party, such party shall be fully liable for any and all liabilities and damages incurred or suffered by the other party as a result of such fraud. The provisions of Section 8.4, Article X, this Section 11.3 and Article XII shall survive any termination hereof pursuant to this Article XI.

ARTICLE XII
MISCELLANEOUS

12.1 Notices. Any notice hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (a) if by hand or recognized courier service, by 4:00 P.M. on a business day, addressee's day and time, on the date of delivery, and otherwise on the first business day after such delivery; (b) if by fax or email, on the date that transmission is confirmed electronically, if by 4:00 P.M. on a business day, addressee's day and time, and otherwise on the first business day after the date of such confirmation; or (c) five days after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

if to the Company (or, following the Closing, the Surviving Corporation), to:

Vincera Pharma, Inc.
4500 Great America Parkway, Suite 100, #29.
Santa Clara, CA 95054
Attn: Ahmed Hamdy
e-mail:

with a copy to (which shall not constitute notice):

Pillsbury Winthrop Shaw Pittman LLP
2550 Hanover Street
Palo Alto, California 94304
Attn: Tom C. Thomas
Fax:
e-mail:

if to the Stockholders' Representative:

Raquel Izumi
3437 Brittan Avenue
San Carlos, CA 94070
e-mail:

if to the Purchaser or Merger Sub:

LifeSci Acquisition Corp.
250 W. 55th St., #3401
New York, NY 10019
Attn: David Dobkin
e-mail:

to (which shall not constitute notice):

Loeb & Loeb LLP
345 Park Ave
New York, NY 10154
Attention: Giovanni Caruso
e-mail:

12.2 Amendments; No Waivers; Remedies.

(a) This Agreement cannot be amended, except by a writing signed by each party, and cannot be terminated orally or by course of conduct. No provision hereof can be waived, except by a writing signed by the party against whom such waiver is to be enforced, and any such waiver shall apply only in the particular instance in which such waiver shall have been given.

(b) Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a waiver of or prevent any party from enforcing any right or remedy or from requiring satisfaction of any condition. No notice to or demand on a party waives or otherwise affects any obligation of that party or impairs any right of the party giving such notice or making such demand, including any right to take any action without notice or demand not otherwise required by this Agreement. No exercise of any right or remedy with respect to a breach of this Agreement shall preclude exercise of any other right or remedy, as appropriate to make the aggrieved party whole with respect to such breach, or subsequent exercise of any right or remedy with respect to any other breach.

(c) Except as otherwise expressly provided herein, no statement herein of any right or remedy shall impair any other right or remedy stated herein or that otherwise may be available.

(d) Notwithstanding anything else contained herein, neither shall any party seek, nor shall any party be liable for, punitive or exemplary damages, under any tort, contract, equity, or other legal theory, with respect to any breach (or alleged breach) of this Agreement or any provision hereof or any matter otherwise relating hereto or arising in connection herewith.

12.3 Arm's Length Transaction. This Agreement has been negotiated at arm's-length by parties of equal bargaining strength, each represented by counsel or having had but declined the opportunity to be represented by counsel and having participated in the drafting of this Agreement. This Agreement creates no fiduciary or other special relationship between the parties, and no such relationship otherwise exists. No presumption in favor of or against any party in the construction or interpretation of this Agreement or any provision hereof shall be made based upon which Person might have drafted this Agreement or such provision.

12.4 Publicity. Except as required by law or applicable stock exchange rules, the parties agree that neither they nor their agents shall issue any press release or make any other public disclosure concerning the transactions contemplated hereunder without the prior approval of the other party hereto, which shall not be unreasonably withheld. If a party is required to make such a disclosure as required by law or applicable stock exchange rules, the party making such determination will, if practicable in the circumstances, use commercially reasonable efforts to allow the other party reasonable time to comment on such disclosure in advance of its issuance.

12.5 Expenses. The costs and expenses of the parties in connection with this Agreement and the Additional Agreements and the transactions contemplated hereby and thereby (including, without limitation, repayment in full of the Bridge Financing) shall be paid by the Purchaser after the Closing. If the Closing does not take place, each party shall be responsible for its own expenses.

12.6 No Assignment or Delegation. No party may assign any right or delegate any obligation hereunder, including by merger, consolidation, operation of law, or otherwise, without the written consent of the other party. Any purported assignment or delegation without such consent shall be void, in addition to constituting a material breach of this Agreement.

12.7 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

12.8 Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Agreement shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

12.9 Entire Agreement. This Agreement together with the Additional Agreements, sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous understandings and agreements related thereto (whether written or oral), all of which are merged herein. No provision of this Agreement or any Additional Agreement may be explained or qualified by any agreement, negotiations, understanding, discussion, conduct or course of conduct or by any trade usage. Except as otherwise expressly stated herein or any Additional Agreement, there is no condition precedent to the effectiveness of any provision hereof or thereof. No party has relied on any representation from, or warranty or agreement of, any person in entering into this Agreement, prior hereto or contemporaneous herewith or any Additional Agreement, except those expressly stated herein or therein.

12.10 Severability. A determination by a court or other legal authority that any provision that is not of the essence of this Agreement is legally invalid shall not affect the validity or enforceability of any other provision hereof. The parties shall cooperate in good faith to substitute (or cause such court or other legal authority to substitute) for any provision so held to be invalid a valid provision, as alike in substance to such invalid provision as is lawful.

12.11 Construction; Captions. In this Agreement:

(a) References to particular sections and subsections, schedules, and exhibits not otherwise specified are cross-references to sections and subsections, schedules, and exhibits of this Agreement.

(b) The words “herein,” “hereof,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement, and, unless the context requires otherwise, “party” means a party signatory hereto.

(c) Any use of the singular or plural, or the masculine, feminine, or neuter gender, includes the others, unless the context otherwise requires; “including” means “including without limitation;” “or” means “and/or;” “any” means “any one, more than one, or all;” and, unless otherwise specified, any financial or accounting term has the meaning of the term under United States generally accepted accounting principles as consistently applied heretofore by the Company.

(d) Unless otherwise specified, any reference to any agreement (including this Agreement), instrument, or other document includes all schedules, exhibits, or other attachments referred to therein, and any reference to a statute or other law includes any rule, regulation, ordinance, or the like promulgated thereunder, in each case, as amended, restated, supplemented, or otherwise modified from time to time. Any reference to a numbered schedule means the same-numbered section of the disclosure schedule. Any reference in a schedule contained in the disclosure schedules delivered by a party hereunder shall be deemed to be an exception to (or, as applicable, a disclosure for purposes of) the applicable representations and warranties (or applicable covenants) that are contained in the section of this Agreement that corresponds to such schedule and any other representations and warranties of such party that are contained in this Agreement to which the relevance of such item thereto is reasonably apparent on its face. The mere inclusion of an item in a schedule as an exception to (or, as applicable, a disclosure for purposes of) a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item would have a Material Adverse Effect or establish any standard of materiality to define further the meaning of such terms for purposes of this Agreement.

(e) If any action is required to be taken or notice is required to be given within a specified number of days following a specific date or event, the day of such date or event is not counted in determining the last day for such action or notice. If any action is required to be taken or notice is required to be given on or before a particular day which is not a Business Day, such action or notice shall be considered timely if it is taken or given on or before the next Business Day.

(f) Captions are not a part of this Agreement, but are included for convenience, only.

(g) For the avoidance of any doubt, all references in this Agreement to “the knowledge” of a party or similar terms shall be deemed to include the actual or constructive (e.g., implied by Law) knowledge of the directors and officers of such party.

12.12 Further Assurances. Each party shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such party's obligations hereunder, necessary to effectuate the transactions contemplated by this Agreement.

12.13 Third Party Beneficiaries. Except as provided in Section 8.6 and Section 12.16, neither this Agreement nor any provision hereof confers any benefit or right upon or may be enforced by any Person not a signatory hereto.

12.14 Waiver. Reference is made to the final prospectus of the Purchaser, dated March 5, 2020 (the "Prospectus"). Each of the Company and the Stockholders' Representative, for herself and on behalf of the Stockholders, has read the Prospectus and understands that the Purchaser has established the Trust Account for the benefit of the public stockholders of the Purchaser and the underwriters of the IPO pursuant to the Trust Agreement and that, except for a portion of the interest earned on the amounts held in the Trust Account, the Purchaser may disburse monies from the Trust Account only for the purposes set forth in the Trust Agreement. For and in consideration of the Purchaser agreeing to enter into this Agreement, each of the Company and the Stockholders' Representative, for herself and on behalf of the Stockholders, hereby agrees that it does not have any right, title, interest or claim of any kind in or to any monies in the Trust Account and hereby agrees that it will not seek recourse against the Trust Account for any claim it may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with the Purchaser.

12.15 Stockholders' Representative. Raquel Izumi has been appointed by the Stockholders as agent and attorney-in-fact for each Stockholder, (i) to give and receive notices and communications to the Purchaser for any purpose under this Agreement and the Additional Agreements, (ii) to agree to, negotiate, enter into settlements and compromises of and demand arbitration and comply with orders of courts and awards of arbitrators with respect to any disputes arising under or related to this Agreement, (iii) to act on behalf of Stockholders in accordance with the provisions of the Agreement, the securities described herein and any other document or instrument executed in connection with the Agreement and the Merger, and (vi) to take all actions necessary or appropriate in the judgment of the Stockholders' Representative for the accomplishment of the foregoing. Such agency may be changed by the Stockholders from time to time upon no less than twenty (20) days prior written notice to the Purchaser; provided, however, that the Stockholders' Representative may not be removed unless holders of at least 51% of all of the Company Common Stock outstanding immediately prior to the Effective Time agree to such removal. Any vacancy in the position of Stockholders' Representative may be filled by approval of the holders of at least 51% of all of the Company Common Stock outstanding immediately prior to the Effective Time. Any removal or change of the Stockholders' Representative shall not be effective until written notice is delivered to the Purchaser. No bond shall be required of the Stockholders' Representative, and the Stockholders' Representative shall not receive any compensation for her services. Notices or communications to or from the Stockholders' Representative shall constitute notice to or from the Stockholders. The Stockholders' Representative shall not be liable for any act done or omitted hereunder while acting in good faith and in the exercise of reasonable business judgment. A decision, act, consent or instruction of the Stockholders' Representative shall, for all purposes hereunder, constitute a decision, act, consent or instruction of all of the Stockholders of the Company and shall be final, binding and conclusive upon each of the Stockholders. The Stockholders shall severally indemnify the Stockholders' Representative and hold her harmless against any loss, liability, or expense incurred without gross negligence or bad faith on the part of the Stockholders' Representative and arising out of or in connection with the acceptance or administration of her duties hereunder.

12.16 Non-Recourse. This Agreement may be enforced only against, and any dispute, claim or controversy based upon, arising out of or related to this Agreement or the transactions contemplated hereby may be brought only against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth in this Agreement with respect to such party. No past, present or future director, officer, employee, incorporator, member, partner, shareholder, agent, attorney, advisor, lender or representative or Affiliate of any named party to this Agreement (which Persons are intended third party beneficiaries of this Section 12.16) shall have any liability (whether in contract or tort, at law or in equity or otherwise, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of such named party or for any dispute, claim or controversy based on, arising out of, or related to this Agreement or the Additional Agreements or the transactions contemplated hereby or thereby.

12.17 No Survival of Representations, Warranties and Covenants. None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and all such representations, warranties, covenants, obligations or other agreements shall terminate and expire upon the occurrence of the Closing (and there shall be no liability after the Closing in respect thereof), except for those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing.

[The remainder of this page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Purchaser:

LIFESCI ACQUISITION CORP.

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Chief Executive Officer

Merger Sub:

LIFESCI ACQUISITION MERGER SUB, INC.

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Chief Executive Officer

Company:

VINCERA PHARMA, INC.

By: /s/ Ahmed Hamdy
Name: Ahmed Hamdy
Title: Chief Executive Officer

Stockholders' Representative:

By: /s/ Raquel E. Izumi
Name: Raquel Izumi

Exhibit 3.1

SECOND AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

LIFESCI ACQUISITION CORP.

December 23, 2020

LifeSci Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the Corporation is "***LifeSci Acquisition Corp.***". The original certificate of incorporation of the corporation was filed with the Secretary of State of the State of Delaware on December 19, 2018 (the "***Original Certificate***").

2. The Original Certificate was amended and restated on March 5, 2020 (the "***First Amended and Restated Certificate of Incorporation***").

3. This Second Amended and Restated Certificate of Incorporation (this "***Second Amended and Restated Certificate***"), which both amends and restates the provisions of the First Amended and Restated Certificate of Incorporation, was duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

4. This Second Amended and Restated Certificate shall become effective on the date of filing with the Secretary of State of the State of Delaware.

5. Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, the text of the First Amended and Restated Certificate is hereby amended and restated in its entirety to read as follows:

ARTICLE I

The name of the Corporation is Vincera Pharma, Inc. (the ***"Corporation"***).

ARTICLE II

The address of the registered office of the Corporation in Delaware is 251 Little Falls Drive, Wilmington, DE 19808, County of New Castle, and the name of its registered agent at that address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (the "***DGCL***").

ARTICLE IV

A. Classes of Stock. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is One Hundred Fifty Million (150,000,000), of which One Hundred Twenty Million (120,000,000) shares shall be Common Stock, $0.0001 par value per share (the "***Common Stock***"), and of which Thirty Million (30,000,000) shares shall be Preferred Stock, $0.0001 par value per share (the "***Preferred Stock***"). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such Preferred Stock holders is required pursuant to the provisions established by the board of directors of the Corporation (the "***Board***") in the resolution or resolutions providing for the issue of such Preferred Stock, and if such holders of such Preferred Stock are so entitled to vote thereon, then, except as may otherwise be set forth in the certificate of incorporation of the Corporation, as amended from time to time (this "***Certificate***"), the only stockholder approval required shall be the affirmative vote of a majority of the voting power of the Common Stock and the Preferred Stock so entitled to vote, voting together as a single class.

B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series, as determined by the Board. The Board is expressly authorized to provide for the issue, in one or more series, of all or any of the remaining shares of Preferred Stock and, in the resolution or resolutions providing for such issue, to establish for each such series the number of its shares, the voting powers, full or limited, of the shares of such series, or that such shares shall have no voting powers, and the designations, preferences and relative, participating, optional or other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof. The Board is also expressly authorized (unless forbidden in the resolution or resolutions providing for such issue) to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. Unless the Board provides to the contrary in the resolution which fixes the designations, preferences, and rights of a series of Preferred Stock, neither the consent by series, or otherwise, of the holders of any outstanding Preferred Stock nor the consent of the holders of any outstanding Common Stock shall be required for the issuance of any new series of Preferred Stock regardless of whether the rights and preferences of the new series of Preferred Stock are senior or superior, in any way, to the outstanding series of Preferred Stock or the Common Stock.

C. Common Stock.

1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of the Preferred Stock.

2. Voting Rights. Except as otherwise required by law or this Certificate, each holder of Common Stock shall have one vote in respect of each share of stock held by such holder of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. No holder of shares of Common Stock shall have the right to cumulative votes.

3. Dividends. Subject to the preferential rights of the Preferred Stock and except as otherwise required by law or this Certificate, the holders of shares of Common Stock shall be entitled to receive, when, as and if declared by the Board, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

4. Dissolution, Liquidation, or Winding Up. In the event of any dissolution, liquidation, or winding up of the affairs of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, holders of Common Stock shall be entitled, except as otherwise required by law or this Certificate, to receive all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively. A merger, conversion, exchange, or consolidation of the Corporation with or into any other person or sale or transfer of all or any part of the assets of the Corporation (which shall not in fact result in the liquidation of the Corporation and the distribution of assets to stockholders) shall not be deemed to be a voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Corporation.

5. No Conversion, Redemption, or Preemptive Rights. The holders of Common Stock shall not have any conversion, redemption, or preemptive rights.

6. Consideration for Shares. The Common Stock authorized by this Certificate shall be issued for such consideration as shall be fixed, from time to time, by the Board.

ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. Authority and Number of Directors. The Board is expressly authorized to adopt, amend or repeal the bylaws of the Corporation (the "**Bylaws**"), without any action on the part of the stockholders, by the vote of at least a majority of the directors of the Corporation then in office. In addition to any vote of the holders of any class or series of stock of the Corporation required by law or this Certificate, the Bylaws may also be adopted, amended or repealed by the affirmative vote of the holders of at least a majority of the voting power of the shares of the capital stock of the Corporation entitled to vote in the election of directors, voting as one class. The business and affairs of the Corporation shall be managed by a Board. The authorized number of directors of the Corporation shall be fixed in the manner provided in the Bylaws. Other than for those directors elected by the holders of any series of Preferred Stock, which shall be as provided for or fixed pursuant to the provisions of Article IV, Paragraph B hereof, each director shall serve until his or her successor shall be duly elected and qualified or until his or her earlier resignation, removal from office, death or incapacity. Elections of directors need not be by written ballot unless the Bylaws shall so provide.

B. Vacancies; Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, except as otherwise provided in the Bylaws, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by a majority vote of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by statute. Directors chosen pursuant to any of the foregoing provisions shall hold office until their successors are duly elected and qualified or until their earlier resignation or removal. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director. In the event of a vacancy in the Board, the remaining directors, except as otherwise provided by law, or by this Certificate or the Bylaws, may exercise the powers of the full Board until the vacancy is filled.

ARTICLE VI

A. No Action Without a Meeting. No action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting called and noticed in the manner required by the Bylaws and the DGCL. The stockholders may not in any circumstance take action by written consent.

B. Special Meetings. Special meetings of the stockholders of the Corporation may be called by such persons as provided in the Bylaws. Except as otherwise required by law or this Certificate, the Board may postpone, reschedule, or cancel any special meeting of stockholders.

C. Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner and to the extent provided in the Bylaws.

D. Books and Records. The books of the Corporation may be kept at such place within or without the State of Delaware as the Bylaws may provide or as may be designated from time to time by the Board.

ARTICLE VII

A. Exclusive Forum; Delaware Chancery Court. Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware) shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a 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 arising pursuant to any provision of the DGCL, or (iv) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article VII, Paragraph D.

B. Exclusive Forum; Federal District Courts. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act of 1933 and the Securities Exchange Act of 1934. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Article VII, Paragraph E.

ARTICLE VIII

A. Limitation on Liability. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended (including, but not limited to Section 102(b)(7) of the DGCL), 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 DGCL hereafter is amended to further eliminate or limit the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended DGCL. Any repeal or modification of this paragraph by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

B. Indemnification. Each person who is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, employee benefit plan or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified and advanced expenses by the Corporation, in accordance with the Bylaws, 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 said law permitted the Corporation to provide prior to such amendment), or any other applicable laws as presently or hereinafter in effect. The right to indemnification and advancement of expenses hereunder shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of this Certificate or the Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

C. Insurance. The Corporation may, to the fullest extent permitted by law, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person’s status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

D. Repeal and Modification. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

ARTICLE IX

The affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend in any respect or repeal this Article IX, Paragraph A of Article V, or Articles VI, VII or VIII.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its Chief Executive Officer this 23rd day of December, 2020.

LIFESCI ACQUISITION CORP.

By: /s/ Ahmed M. Hamdy
Ahmed M. Hamdy
President and Chief Executive Officer

Exhibit 3.2

AMENDED AND RESTATED

BYLAWS

OF

VINCERA PHARMA, INC.
(formerly known as LifeSci Acquisition Corp.)

(a Delaware corporation)

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AMENDED AND RESTATED

B Y L A W S

OF

VINCERA PHARMA, INC.
(formerly known as LifeSci Acquisition Corp.)

(a Delaware corporation)

ARTICLE 1

Offices

1.1 Registered Office. The registered office of Vincera Pharma, Inc. shall be set forth in the certificate of incorporation of the corporation (the "***Certificate***").

1.2 Other Offices. The corporation may also have offices at such other places, either within or without the State of Delaware, as the board of directors of the corporation (the "***Board***") may from time to time designate, or the business of the corporation may require.

ARTICLE 2

Meeting of Stockholders

2.1 Place of Meeting. Meetings of stockholders may be held at such place, either within or without the State of Delaware, as may be designated by or in the manner provided in these bylaws, or, if not so designated, at the principal executive offices of the corporation. The Board may, in its sole discretion, (a) determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication, or (b) permit participation by stockholders at such meeting, by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the "***DGCL***").

2.2 Annual Meeting.

(a) Annual meetings of stockholders shall be held each year at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting. At each such annual meeting, the stockholders shall elect by a plurality vote the number of directors equal to the number of directors of the class whose term expires at such meeting (or, if fewer, the number of directors properly nominated and qualified for election) to hold office until the third succeeding annual meeting of stockholders after their election. The stockholders shall also transact such other business as may properly be brought before the meeting. Except as otherwise restricted by the Certificate or applicable law, the Board may postpone, reschedule or cancel any annual meeting of stockholders.

(b) To be properly brought before the annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board, (b) otherwise properly brought before the meeting by or at the direction of the Board, or (c) otherwise properly brought before the meeting by a stockholder of record. A motion related to business proposed to be brought before any stockholders' meeting may be made by any stockholder entitled to vote if the business proposed is otherwise proper to be brought before the meeting. However, any such stockholder may propose business to be brought before a meeting only if such stockholder has given timely notice to the Secretary of the corporation in proper written form of the stockholder's intent to propose such business. To be timely, the stockholder's notice must be delivered by a nationally recognized courier service or mailed by first class United States mail, postage or delivery charges prepaid, and received at the principal executive offices of the corporation addressed to the attention of the Secretary of the corporation not more than one hundred twenty (120) days nor less than ninety (90) days in advance of the anniversary of the date of the corporation's proxy statement provided in connection with the previous year's annual meeting of stockholders; *provided, however*, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date that is more than thirty (30) days before or after the anniversary date of the previous year's annual meeting, notice by the stockholder must be received by the Secretary of the corporation not later than the close of business on the later of (x) the ninetieth (90th) day prior to such annual meeting and (y) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. For the purposes of these bylaws, "***public announcement***" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission. In no event shall the public announcement of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws of the corporation, the language of the proposed amendment), and the reasons for conducting such business at the annual meeting; (ii) the name and record address of the stockholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made; (iii) the class, series and number of shares of the corporation that are owned beneficially and of record by the stockholder and such beneficial owner; (iv) any material interest of the stockholder in such business; and (v) any other information that is required to be provided by the stockholder pursuant to Section 14 of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (collectively, the "***1934 Act***") in such stockholder's capacity as a proponent of a stockholder proposal.

Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section; *provided, however*, that nothing in this Section shall be deemed to preclude discussion by any stockholder of any business properly brought before the annual meeting.

The Chairman of the Board (or such other person presiding at the meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

2.3 Special Meetings. Special meetings of the stockholders may be called for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, by (a) the Secretary only at the request of the Chairman of the Board or the Chief Executive Officer, or (b) by a resolution duly adopted by the affirmative vote of a majority of the Board. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to the matters relating to the purpose or purposes stated in the notice of meeting. Except as otherwise restricted by the certificate of incorporation or applicable law, the Board may postpone, reschedule or cancel any special meeting of stockholders.

2.4 Notice of Meetings. Except as otherwise provided by law, the certificate of incorporation or these bylaws, written notice of each meeting of stockholders, annual or special, stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which such special meeting is called, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

2.5 List of Stockholders. The officer in charge of the stock ledger of the corporation or the transfer agent 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. 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, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. If the meeting is to be held at a place, then the list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to gain access to such list shall be provided with the notice of the meeting.

2.6 Organization and Conduct of Business. The Chairman of the Board or, in his or her absence, the Chief Executive Officer or President of the corporation or, in their absence, such person as the Board may have designated or, in the absence of such a person, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her in order.

2.7 Quorum. Except where otherwise provided by law or the Certificate or these bylaws, the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders.

2.8 Adjournments. If a quorum is not present or represented at any meeting of stockholders, a majority of the stockholders present in person or represented by proxy at the meeting and entitled to vote, though less than a quorum, or by any officer entitled to preside at such meeting, shall be entitled to adjourn such meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. When a meeting is adjourned to another place, date or time, notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; *provided, however*, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, if any, date, time and means of remote communications, if any, of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted that might have been transacted at the original meeting.

2.9 Voting Rights. Unless otherwise provided in the DGCL or the Certificate, each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of the capital stock having voting power held by such stockholder. No holder of shares of the corporation's common stock shall have the right to cumulative votes.

2.10 Majority Vote. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the capital stock and entitled to vote present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable statute or of the Certificate or of these bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question.

2.11 Record Date for Stockholder Notice and Voting. For purposes of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of any such meeting nor more than sixty (60) days before any other action to which the record date relates. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for the adjourned meeting. If the Board does not so fix a record date, 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 business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating to such purpose.

2.12 Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Subject to the limitation set forth in the last clause of the first sentence of this Section 2.12, a duly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (a) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy, or (b) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted.

2.13 Inspectors of Election. The corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The corporation may designate one or more persons to act as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability.

2.14 No Action Without a Meeting. No action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting called and noticed in the manner required by these bylaws and the DGCL. The stockholders may not in any circumstance take action by written consent.

ARTICLE 3

Directors

3.1 Number, Election, Tenure and Qualifications. The number of directors that shall constitute the entire Board shall be fixed from time to time by resolution adopted by a majority of the directors of the corporation then in office. No decrease in the number of authorized directors shall have the effect of removing any director before that director’s term of office expires.

The Board shall be divided into three classes, each class to serve for a term of three (3) years and to be as nearly equal in number as possible. Class I shall be comprised of directors who shall serve until the first annual meeting of stockholders following the effective date of these bylaws. Class II shall be comprised of directors who shall serve until the second annual meeting of stockholders following the effective date of these bylaws. Class III shall be comprised of directors who shall serve until the third annual meeting of stockholders following the effective date of these bylaws. The Board is authorized, upon the initial effectiveness of the classification of the Board, to assign members of the Board already in office among the various classes.

3.2 Director Nominations. At each annual meeting of the stockholders, directors shall be elected by a plurality vote for that class of directors whose terms are then expiring, except as otherwise provided in Section 3.3, and each director so elected shall hold office until such director’s successor is duly elected and qualified or until such director’s earlier resignation, removal, death or incapacity.

Notwithstanding the previous sentence, if a majority of the votes cast for a director are marked "against" or "withheld" in an uncontested election, the director shall promptly tender his or her irrevocable resignation for the Board's consideration. If such director's resignation is accepted by the Board, then, except as otherwise provided in Section 3.3, the Board, in its sole discretion, may fill the resulting vacancy in accordance with the provisions of Section 3.2 or may decrease the size of the Board in accordance with the provisions of Section 3.1.

Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations of persons for election to the Board must be (a) made by or at the direction of the Board (or any duly authorized committee thereof), (b) made in accordance with the Voting Agreement (as defined in Section 3.3), or (c) made by any stockholder of record of the corporation entitled to vote for the election of directors at the applicable meeting who complies with the notice procedures set forth in this Section 3.2. Directors need not be stockholders. Such nominations, other than those made by or at the direction of the Board, shall be made pursuant to timely notice in writing to the Secretary of the corporation. To be timely, a stockholder's notice shall be delivered by a nationally recognized courier service or mailed by first class United States mail, postage or delivery charges prepaid, and received at the principal executive offices of the corporation addressed to the attention of the Secretary of the corporation (i) in the case of an annual meeting of stockholders, not more than one hundred twenty (120) days nor less than ninety (90) days in advance of the anniversary of the date of the corporation's proxy statement provided in connection with the previous year's annual meeting of stockholders; *provided, however*, that in the event that no annual meeting was held in the previous year or the annual meeting is called for a date more than thirty (30) days before or after the anniversary date of the previous year's annual meeting, notice by the stockholder must be received by the Secretary of the corporation not later than the close of business on the later of (A) the ninetieth (90th) day prior to such annual meeting and (B) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made, and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made. Such stockholder's notice to the Secretary shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class, series and number of shares of capital stock of the corporation that are owned beneficially by the person, (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Section 14 of the 1934 Act and the rules and regulations promulgated thereunder and (v) the nominee's written consent to serve, if elected, and (b) as to the stockholder giving the notice, (i) the name and record address of the stockholder, (ii) the class, series and number of shares of capital stock of the corporation that are owned beneficially by the stockholder, and (iii) a description of all arrangements or understandings between such stockholder and each person the stockholder proposes for election or re-election as a director pursuant to which such proposed nomination is being made. The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as a director of the corporation. No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth herein.

In connection with any annual meeting of the stockholders (or, if and as applicable, any special meeting of the stockholders), the Chairman of the Board (or such other person presiding at such meeting in accordance with these bylaws) may, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

3.3 Enlargement and Vacancies. Except as otherwise provided by the certificate of incorporation, subject to the rights of the holders of any series of preferred stock then outstanding or the rights set forth in that certain Voting and Support Agreement, dated as of December 23, 2020, as it may be amended from time to time, by and among the corporation and certain stockholders of the corporation (the "***Voting Agreement***"), newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board resulting from death, resignation, retirement, disqualification, removal from office or other cause shall be filled solely by a majority vote of the directors then in office, although less than a quorum, or by a sole remaining director. If there are no directors in office, then an election of directors may be held in the manner provided by statute. Directors chosen pursuant to any of the foregoing provisions shall hold office until the next annual election at which the term of the class to which he or she has been elected expires and until such director's successor is duly elected and qualified or until such director's earlier resignation or removal. In the event of a vacancy in the Board, the remaining directors, except as otherwise provided by law, by the certificate of incorporation or the Voting Agreement, may exercise the powers of the full board until the vacancy is filled.

3.4 Resignation and Removal. Any director may resign at any time upon written notice to the corporation at its principal place of business addressed to the attention of the Chief Executive Officer, the Secretary, the Chairman of the Board or the Chair of the Nominating and Corporate Governance Committee of the Board, who shall in turn notify the full Board (although failure to provide such notification to the full Board shall not impact the effectiveness of such resignation). Such resignation shall be effective upon receipt of such notice by one of the individuals designated above unless the notice specifies such resignation to be effective at some other time or upon the happening of some other event. Except as required by applicable law and the Voting Agreement, any director or the entire Board may be removed, but only for cause, by the holders of not less sixty-six and two-thirds percent (66-2/3%) of the voting power of the capital stock issued and outstanding then entitled to vote at an election of directors.

3.5 Powers. The business of the corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate or by these bylaws directed or required to be exercised or done by the stockholders.

3.6 Chairman of the Board. The directors shall elect a Chairman of the Board and may elect a Vice Chair of the Board, each to hold such office until their successor is elected and qualified or until their earlier resignation or removal. In the absence or disability of the Chairman of the Board, the Vice Chair of the Board, if one has been elected, or another director designated by the Board, shall perform the duties and exercise the powers of the Chairman of the Board. The Chairman of the Board of the corporation shall if present preside at all meetings of the stockholders and the Board and shall have such other duties as may be vested in the Chairman of the Board by the Board. The Vice Chair of the Board of the corporation shall have such duties as may be vested in the Vice Chair of the Board by the Board.

3.7 Place of Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware.

3.8 Regular Meetings. Regular meetings of the Board may be held without notice at such time and place as may be determined from time to time by the Board; *provided*, *however*, that any director who is absent when such a determination is made shall be given prompt notice of such determination.

3.9 Special Meetings. Special meetings of the Board may be called by the Chairman of the Board, the Chief Executive Officer, or by the written request of a majority of the directors then in office. Notice of the time and place, if any, of special meetings shall be delivered personally or by telephone to each director, or sent by first-class mail or commercial delivery service, facsimile transmission, or by electronic mail or other electronic means, charges prepaid, sent to such director's business or home address as they appear upon the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least three (3) days prior to the time of holding of the meeting. In case such notice is delivered personally or by telephone or by commercial delivery service, facsimile transmission, or electronic mail or other electronic means, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting.

3.10 Quorum, Action at Meeting, Adjournments. At all meetings of the Board, a majority of directors then in office, shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by law, as it presently exists or may hereafter be amended, or by the bylaws of the corporation. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.11 Action Without Meeting. Unless otherwise restricted by the Certificate or these bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee.

3.12 Telephone Meetings. Unless otherwise restricted by the Certificate or these bylaws, any member of the Board or any committee thereof may participate in a meeting of the Board or of any committee, as the case may be, by means of conference telephone or by any form of communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.13 Committees. The Board may, by resolution, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not the member or members present constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all of the lawfully delegated powers and authority of the Board 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. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and make such reports to the Board as the Board may request or the charter of such committee may then require. Except as the Board may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these bylaws for the conduct of its business by the Board.

3.14 Fees and Compensation of Directors. The Board shall have the authority to fix the compensation of directors.

ARTICLE 4

Officers

4.1 Officers Designated. The officers of the corporation shall be chosen by the Board and shall be a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. The Board may also choose a Treasurer, one or more Vice Presidents, and one or more assistant Secretaries or assistant Treasurers. Any number of offices may be held by the same person, unless the Certificate or these bylaws otherwise provide.

4.2 Election. The Board shall choose a Chief Executive Officer, a President, a Secretary and a Chief Financial Officer. Other officers may be appointed by the Board or may be appointed pursuant to a delegation of authority from the Board.

4.3 Tenure. Each officer of the corporation shall hold office until such officer's successor is appointed and qualified, unless a different term is specified in the vote choosing or appointing such officer, or until such officer's earlier death, resignation, removal or incapacity. Any officer appointed by the Board or by the Chief Executive Officer may be removed with or without cause at any time by the affirmative vote of a majority of the Board or a committee duly authorized to do so. Any vacancy occurring in any office of the corporation may be filled by the Board, at its discretion. Any officer may resign by delivering such officer's written resignation to the corporation at its principal place of business to the attention of the Chief Executive Officer or the Secretary. 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.

4.4 The Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board, in the absence of the Chairman of the Board, the Chief Executive Officer shall preside at all meetings of the stockholders and at all meetings of the Board, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the corporation.

4.5 The President. The President shall, in the event there is no Chief Executive Officer or in the absence of the Chief Executive Officer or in the event of his or her disability, perform the duties of the Chief Executive Officer, and when so acting, shall have the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties and have such other powers as may from time to time be prescribed for such person by the Board, the Chief Executive Officer or these bylaws.

4.6 The Vice President. The Vice President, if any (or in the event there be more than one, the Vice Presidents in the order designated by the directors, or in the absence of any designation, in the order of their election), shall, in the absence of the President or in the event of his or her disability or refusal to act, perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. The Vice President(s) shall perform such other duties and have such other powers as may from time to time be prescribed for them by the Board, the Chief Executive Officer, the President or these bylaws.

4.7 The Secretary. The Secretary shall attend all meetings of the Board and the stockholders and record all votes and the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the standing committees, when required. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board, and shall perform such other duties as may from time to time be prescribed by the Board, the Chairman of the Board or the Chief Executive Officer, under whose supervision he or she shall act. The Secretary shall sign such instruments on behalf of the corporation as the Secretary may be authorized to sign by the Board or by law and shall countersign, attest and affix the corporate seal to all certificates and instruments where such countersigning or such sealing and attesting are necessary to their true and proper execution. The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation’s transfer agent or registrar, as determined by resolution of the Board, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation.

4.8 The Assistant Secretary. The Assistant Secretary, or if there be more than one, any Assistant Secretaries in the order designated by the Board (or in the absence of any designation, in the order of their election) shall assist the Secretary in the performance of his or her duties and, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board.

4.9 The Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer in charge of the general accounting books, accounting and cost records and forms. The Chief Financial Officer may also serve as the principal accounting officer and shall perform such other duties and have other powers as may from time to time be prescribed by the Board or the Chief Executive Officer.

4.10 The Treasurer and Assistant Treasurers. The Treasurer (if one is appointed) shall have such duties as may be specified by the Chief Financial Officer to assist the Chief Financial Officer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board or the Chief Executive Officer. It shall be the duty of any Assistant Treasurers to assist the Treasurer in the performance of his or her duties and to perform such other duties and have other powers as may from time to time be prescribed by the Board or the Chief Executive Officer.

4.11 Bond. If required by the Board, any officer shall give the corporation a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board, including without limitation a bond for the faithful performance of the duties of such officer's office and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in such officer's possession or under such officer's control and belonging to the corporation.

4.12 Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE 5

Notices

5.1 Delivery. Whenever, under the provisions of law, or of the Certificate or these bylaws, written notice is required to be given to any director or stockholder, such notice may be given by mail, addressed to such director or stockholder, at such person's address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail or delivered to a nationally recognized courier service. Unless written notice by mail is required by law, written notice may also be given by commercial delivery service, facsimile transmission, electronic means or similar means addressed to such director or stockholder at such person's address as it appears on the records of the corporation, in which case such notice shall be deemed to be given when delivered into the control of the persons charged with effecting such transmission, the transmission charge to be paid by the corporation or the person sending such notice and not by the addressee. Oral notice or other in-hand delivery, in person or by telephone, shall be deemed given at the time it is actually given.

5.2 Waiver of Notice. Whenever any notice is required to be given under the provisions of law or of the Certificate or of these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a

meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE 6

Indemnification and Insurance

6.1 Indemnification of Officers and Directors. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "***proceeding***"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or officer of the corporation (or any predecessor), or is or was serving at the request of the corporation (or any predecessor) as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, employee benefit plan sponsored or maintained by the corporation, or other enterprise (or any predecessors of such entities) (hereinafter an "***Indemnitee***"), 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, including, but not limited to, Section 102(b)(7) of the DGCL (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), or by other applicable law as then in effect, against all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith. Each person who is or was serving as a director, officer, employee or agent of a subsidiary of the corporation shall be deemed to be serving, or have served, at the request of the corporation. The right to indemnification conferred in this Section 6.1 shall be a contract right.

Any indemnification (but not advancement of expenses) under this Article 6 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, as the same exists or hereafter may 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 said law permitted the corporation to provide prior to such amendment). Such determination shall be made with respect to a person who is a director or officer at the time of such determination (a) by a majority vote of the directors who are not or were not parties to the proceeding in respect of which indemnification is being sought by Indemnitee (the "***Disinterested Directors***"), even though less than a quorum, (b) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (c) if there are no such Disinterested Directors, or if the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (d) by the stockholders.

6.2 Indemnification of Others. This Article 6 does not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than those persons identified in Section 6.1 when and as authorized by the Board or by the action of a committee of the Board or designated officers of the corporation established by or designated in resolutions approved by the Board; *provided*, *however*, that the payment of expenses incurred by such a person in advance of the final disposition of the proceeding shall be made only upon receipt by the corporation of a written undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article 6 or otherwise.

6.3 Advance Payment. The right to indemnification under this Article 6 shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the corporation within thirty (30) days after the receipt by the corporation of a statement or statements from the claimant requesting such advance or advances from time to time; *provided*, *however*, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking by or on behalf of such director or officer to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 6.1 or otherwise.

Notwithstanding the foregoing, unless such right is acquired other than pursuant to this Article 6, no advance shall be made by the corporation to an officer of the corporation (except by reason of the fact that such officer is or was a director of the corporation, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (a) by the Board by a majority vote of the Disinterested Directors, even though less than a quorum, or (b) by a committee of Disinterested Directors designated by majority vote of the Disinterested Directors, even though less than a quorum, or (c) if there are no Disinterested Directors or the Disinterested Directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

6.4 Right of Indemnitee to Bring Suit. If a claim for indemnification (following final disposition of such proceeding) or advancement of expenses under this Article 6 is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article or otherwise shall be on the corporation.

6.5 Non-Exclusivity and Survival of Rights; Amendments. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 6 shall not be deemed exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate, bylaws, agreement, vote of stockholders or Disinterested Directors or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the corporation and shall inure to the benefit of the heirs, executors and administrators of such a person. Any repeal or modification of the provisions of this Article 6 shall not in any way diminish or adversely affect the rights of any director, officer, employee or agent of the corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

6.6 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such expenses, liability or loss under the DGCL.

6.7 Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the corporation shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Article 6 in entering into or continuing such service. The rights to indemnification and to the advance of expenses conferred in this Article 6 shall apply to claims made against an Indemnitee arising out of acts or omissions that occurred or occur both prior and subsequent to the adoption hereof.

6.8 Severability. If any word, clause, provision or provisions of this Article 6 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article 6 (including, without limitation, each portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article 6 (including, without limitation, each such portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE 7

Capital Stock

7.1 Certificates for Shares. The shares of the corporation shall be (i) represented by certificates or (ii) uncertificated and evidenced by a book-entry system maintained by or through the corporation's transfer agent or registrar. Certificates shall be signed by, or in the name of the corporation by, the Chairman of the Board, the Chief Executive Officer, the President or a Vice President and by the Chief Financial Officer, the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send or cause to be sent to the registered owner thereof a written notice containing the information required by the DGCL or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.2 Signatures on Certificates. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

7.3 Transfer of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate of shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, and proper evidence of compliance of other conditions to rightful transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions and proper evidence of compliance of other conditions to rightful transfer from the registered owner of uncertificated shares, such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

7.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

7.5 Lost, Stolen or Destroyed Certificates. The corporation may direct that a new certificate or certificates be issued to replace any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed and on such terms and conditions as the corporation may require. When authorizing the issue of a new certificate or certificates, the corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require, to indemnify the corporation in such manner as it may require, and/or to give the corporation a bond or other adequate security in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 8

General Provisions

8.1 Dividends. Dividends upon the capital stock of the corporation, subject to any restrictions contained in the DGCL or the provisions of the Certificate, if any, may be declared by the Board at any regular or special meeting or by unanimous written consent. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the Certificate.

8.2 Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

8.3 Corporate Seal. The Board may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the word “Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced. The seal may be altered from time to time by the Board.

8.4 Execution of Corporate Contracts and Instruments. The Board, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.5 Representation of Shares of Other Corporations. The Chief Executive Officer, the President or any Vice President, the Chief Financial Officer or the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary of the corporation is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any corporation or corporations or similar ownership interests of other business entities standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares or similar ownership interests held by the corporation in any other corporation or corporations or other business entities may be exercised either by such officers in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officers.

ARTICLE 9

Forum for Adjudication of Disputes

9.1 Exclusive Forum; Delaware Chancery Court. To the fullest extent permitted by law, and unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another federal or state court situated in the State of Delaware), shall be the sole and exclusive forum for (a) any derivative action or proceeding brought in the name or right of the corporation or on its behalf, (b) any action asserting a claim for breach of any fiduciary duty owed by any director, officer, employee or agent of the corporation to the corporation or the corporation's stockholders, (c) any action arising or asserting a claim arising pursuant to any provision of the DGCL or any provision of the certificate of incorporation or these bylaws or (d) any action asserting a claim governed by the internal affairs doctrine, including, without limitation, any action to interpret, apply, enforce or determine the validity of the certificate of incorporation or these bylaws. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Section 9.1.9.2 Exclusive Forum; Federal District Courts. Unless the corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act of 1933 and the Securities Exchange Act of 1934. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Section 9.2.

ARTICLE 10

Amendments

Subject to the laws of the State of Delaware, the Board is expressly authorized to adopt, amend or repeal the bylaws of the corporation, without any action on the part of the stockholders, by the vote of at least a majority of the directors of the corporation then in office. In addition to any vote of the holders of any class or series of stock of the corporation required by the DGCL or the Certificate, the bylaws may also be adopted, amended or repealed by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of the shares of the capital stock of the corporation entitled to vote in the election of directors, voting as one class.

CERTIFICATE OF SECRETARY

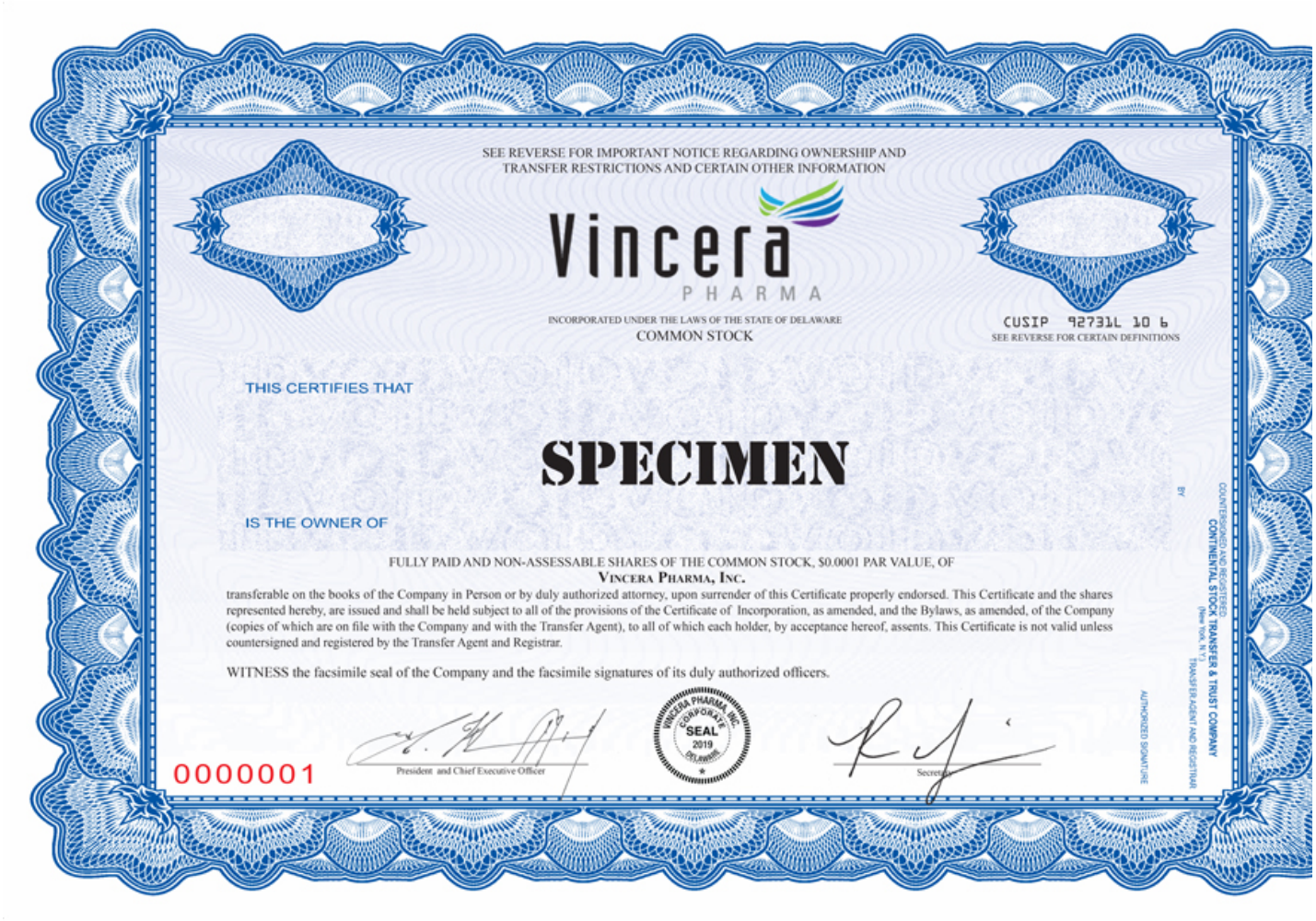
I, the undersigned, hereby certify:

(i) that I am a duly elected, acting and qualified Secretary of Vincera Pharma, Inc., a Delaware corporation; and

(ii) that the foregoing Bylaws, comprising 18 pages, constitute the Bylaws of such corporation as duly adopted by the board of directors of such corporation on December 23, 2020, which Bylaws became effective December 23, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 23rd day of December, 2020.

/s/ Raquel E. Izumi
Raquel E. Izumi, Secretary



SEE REVERSE FOR IMPORTANT NOTICE REGARDING OWNERSHIP AND TRANSFER RESTRICTIONS AND CERTAIN OTHER INFORMATION

Vincera PHARMA

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

COMMON STOCK

CUSIP 92731L 10 6

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

SPECIMEN

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK, $0.0001 PAR VALUE, OF

VINCERA PHARMA, INC.

transferable on the books of the Company in Person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as amended, and the Bylaws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

0000001

President and Chief Executive Officer

VINCERA PHARMA, INC. CORPORATE SEAL 2019 DELAWARE

Secretary

COUNTERSIGNED AND REGISTERED:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
(New York, N.Y.)
TRANSFER AGENT AND REGISTRAR

BY

AUTHORIZED SIGNATURE

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	– as tenants in common
TEN ENT	– as tenants by the entireties
JT TEN	– as joint tenants with right of survivorship and not as tenants in common
TTEE	– trustee under Agreement dated _____

UNIF GIFT MIN ACT– _____ (Cust) Custodian _____ (Minor)
under Uniform Gifts to Minors
Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE.

_____

_____

_____ Shares of the common stock represented by this certificate and do hereby irrevocably constitutes and appoint _____

_____,
Attorney, to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

DATED _____

_____
NOTICE:The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

_____
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

Exhibit 4.2

SPECIMEN WARRANT CERTIFICATE

NUMBER [ ] WARRANTS
WA-

(THIS WARRANT WILL BE VOID IF NOT EXERCISED PRIOR TO 5:00 P.M.
NEW YORK CITY TIME, FIVE YEARS FROM THE CLOSING DATE OF THE COMPANY'S INITIAL
BUSINESS COMBINATION)

VINCERA PHARMA, INC.

CUSIP _____

WARRANT

THIS WARRANT CERTIFIES THAT, for value received , or registered agents, is the registered holder of a Warrant or Warrants (the "Warrant"), expiring on a date which is five (5) years from the completion of the Company's initial business combination, to purchase one-half of one fully paid and non-assessable share (the "Warrant Shares"), of common stock, $0.0001 par value per share (the "Common Stock"), of VINCERA PHARMA, INC., a Delaware corporation (the "Company"), for each Warrant evidenced by this Warrant Certificate. This Warrant Certificate is subject to and shall be interpreted under the terms and conditions of the Warrant Agreement (as defined below).

The Warrant entitles the holder thereof to purchase from the Company, from time to time, in whole or in part, commencing on the later to occur of (i) the completion of the Company's initial business combination or (ii) twelve (12) months following the closing of the Company's initial public offering, such number of Warrant Shares at the price of $11.50 per share (the "Warrant Price"), upon surrender of this Warrant Certificate and payment of the Warrant Price at the office or agency of Continental Stock Transfer & Trust Company (the "Warrant Agent"), such payment to be made subject to the conditions set forth herein and in the Warrant Agreement, dated March 5, 2020, between the Company and the Warrant Agent (the "Warrant Agreement"). In no event shall the registered holder(s) of this Warrant be entitled to receive a net-cash settlement in lieu of physical settlement in Warrant Shares of the Company. The Warrant Agreement provides that, upon the occurrence of certain events, the Warrant Price and the number of Warrant Shares purchasable hereunder, set forth on the face hereof, may be adjusted, subject to certain conditions. The term Warrant Price as used in this Warrant Certificate refers to the price per full Warrant Share at which Warrant Shares may be purchased at the time the Warrant is exercised.

This Warrant will expire on the date first referenced above if it is not exercised prior to such date by the registered holder pursuant to the terms of the Warrant Agreement or if it is not redeemed by the Company prior to such date.

No fraction of a Share will be issued upon any exercise of a Warrant. If, upon exercise of a Warrant, a holder would be entitled to receive a fractional interest in a Share, the Company will, upon exercise, issue or cause to be issued only the largest whole number of Warrant Shares issuable on such exercise (and such fraction of a Share will be disregarded).

Upon any exercise of the Warrant for less than the total number of full Warrant Shares provided for herein, there shall be issued to the registered holder(s) hereof or its assignee(s) a new Warrant Certificate covering the number of Warrant Shares for which the Warrant has not been exercised.

Warrant Certificates, when surrendered at the office or agency of the Warrant Agent by the registered holder(s) hereof in person or by attorney duly authorized in writing, may be exchanged in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants.

Upon due presentment for registration of transfer of the Warrant Certificate at the office or agency of the Warrant Agent, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any applicable tax or other governmental charge.

The Company and the Warrant Agent may deem and treat the registered holder(s) as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise hereof, of any distribution to the registered holder(s), and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

This Warrant does not entitle the registered holder(s) to any of the rights of a stockholder of the Company.

After the Warrant becomes exercisable and prior to its expiration date, the Company reserves the right to call the Warrant at any time, with a notice of call in writing to the holder(s) of record of the Warrant, giving thirty (30) days' written notice of such call if the last reported sale price of the Common Stock has been equal to or greater than $16.50 per share for any twenty (20) trading days within a thirty (30) trading day period ending on the third (3rd) trading day prior to the date on which notice of such call is given, provided that (i) a registration statement under the Securities Act of 1933, as amended (the "Act") with respect to the shares of Common Stock issuable upon exercise must be effective and a current prospectus must be available for use by the registered holders hereof or (ii) the Warrants may be exercised on cashless basis as set forth in the Warrant Agreement and such cashless exercise is exempt from registration under the Act. The call price is $0.01 per Warrant Share. No fractional shares will be issued upon exercise of the Warrant.

If the foregoing conditions are satisfied and the Company calls the Warrant for redemption, each holder will then be entitled to exercise his, her or its Warrant prior to the date scheduled for redemption; provided that the Company may require the Registered Holder who desires to exercise the Warrant, to elect cashless exercise as set forth in the Warrant Agreement, and such Registered Holder must exercise the Warrants on a cashless basis if the Company so requires. Any Warrant either not exercised or tendered back to the Company by the end of the date specified in the notice of call shall be canceled on the books of the Company and have no further value except for the $0.01 call price.

COUNTERSIGNED:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY,
WARRANT AGENT

BY:_____
AUTHORIZED OFFICER

DATED:_____

(Signature)
CHIEF EXECUTIVE OFFICER

(Seal)

(Signature)
SECRETARY

[REVERSE OF CERTIFICATE]

SUBSCRIPTION FORM

To Be Executed by the Registered Holder(s) in Order to Exercise Warrants

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive shares of Common Stock in accordance with the terms of this Warrant Certificate and pursuant to the method selected below. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Warrant Certificate. PLEASE CHECK ONE METHOD OF PAYMENT:

_____ a "Cash Exercise" with respect to Warrant Shares; and/or

_____ a "Cashless Exercise" with respect to Warrant Shares because on the date of this exercise, there is no effective registration statement registering the Warrant Shares, or the prospectus contained therein is not available for the resale of the Warrant Shares, in which event the Company shall deliver to the registered holder(s) shares of Common Stock pursuant to Section 3.3.2 of the Warrant Agreement.

The undersigned requests that a certificate for such shares be registered in the name(s) of:

_____

(PLEASE TYPE OR PRINT NAME(S) AND ADDRESS)

_____

_____

_____

(SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER(S))

and be delivered to _____

(PLEASE PRINT OR TYPE NAME(S) AND ADDRESS)

and, if such number of Warrants shall not be all the Warrants evidenced by this Warrant Certificate, that a new Warrant Certificate for the balance of such Warrants be registered in the name of, and delivered to, the registered holder(s) at the address(es) stated below:

Dated:

_____

(SIGNATURE(S))

_____

(ADDRESS(ES))

_____

_____

(TAX IDENTIFICATION NUMBER(S))

ASSIGNMENT

To Be Executed by the Registered Holder in Order to Assign Warrants

For Value Received, hereby sell(s), assign(s), and transfer(s) unto

(PLEASE TYPE OR PRINT NAME(S) AND ADDRESS(ES))

(SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER(S))

and to be delivered to

(PLEASE PRINT OR TYPE NAME(S) AND ADDRESS(ES))

(SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER(S))

of the Warrants represented by this Warrant Certificate, and hereby irrevocably constitute and appoint Attorney to transfer this Warrant Certificate on the books of the Company, with full power of substitution in the premises.

Dated:

(SIGNATURE(S))

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:

By

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15).

AMENDED AND RESTATED
REGISTRATION AND STOCKHOLDER RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION AND STOCKHOLDER RIGHTS AGREEMENT (this "**Agreement**") is entered into as of the 23rd day of December 2020, by and among LifeSci Acquisition Corp., a Delaware corporation (the "**Company**"), and the persons and entities listed on Schedule A attached hereto (the "**Stockholders**").

WHEREAS, the Company, LifeSci Acquisition Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("**Merger Sub**"), Vincera Pharma, Inc., a Delaware corporation ("**Vincera**"), and Raquel Izumi, as the representative of the stockholders of Vincera are parties to that certain Merger Agreement dated as of September 25, 2020 (the "**Merger Agreement**"), pursuant to which Merger Sub will merge (the "**Merger**") with and into Vincera, with Vincera surviving the Merger as a wholly-owned subsidiary of the Company and each holder of Vincera common stock prior to the Merger entitled to receive the Closing Payment Shares and the Earnout Shares;

WHEREAS, upon consummation of the Merger, the Company will change its name to Vincera Pharma, Inc.;

WHEREAS, the Company and the Stockholders listed on Schedule B hereto (each, an "**Investor**" and collectively, the "**Investors**") are parties to that certain Registration and Stockholder Rights Agreement, dated as of March 5, 2020 (the "**Prior Agreement**"), pursuant to which the Company provided the Investors with certain rights, including the registration of the securities held by them;

WHEREAS, as a condition of, and as a material inducement for Vincera to enter into and consummate the transactions contemplated by the Merger Agreement, the Company and the Investors have agreed to amend and restate the Prior Agreement to, among other things, provide certain rights relating to the registration of the Closing Payment Shares and the Earnout Shares.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Prior Agreement is hereby amended and restated in its entirety, as of and contingent upon the closing of the Business Combination, as follows:

1. DEFINITIONS. The following capitalized terms used herein have the following meanings:

"**Board**" means the board of directors of the Company.

"**Business Combination**" has the meaning ascribed to such term in the Merger Agreement.

"**Closing**" has the meaning ascribed to such term in the Merger Agreement.

"**Closing Payment Shares**" has the meaning ascribed to such term in the Merger Agreement.

"**Commission**" means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

"**Common Stock**" means the common stock, par value $0.0001 per share, of the Company.

"**Earnout Shares**" has the meaning ascribed to such term in the Merger Agreement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Initial Shares**" means all of the outstanding shares of Common Stock issued prior to the consummation of the Company's initial public offering.

"**Private Warrants**" means an aggregate of 3,570,000 warrants held by LifeSci Holdings LLC and Rosedale Park, LLC., each warrant exercisable for one (1) share of Common Stock at an exercise price of $11.50 per share.

"**Register**," "**Registered**" and "**Registration**" mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registrable Securities**" means (a) the Closing Payment Shares, (b) the Earnout Shares, (c) the Initial Shares, and (d) the Private Warrants (and underlying shares of Common Stock). Registrable Securities include any warrants, shares of capital stock or other securities of the Company issued as a dividend or other distribution with respect to or in exchange for or in replacement of such Closing Payment Shares, Earnout Shares, Initial Shares and Private Warrants (and underlying shares of Common Stock). As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act; (c) such securities shall have ceased to be outstanding; or (d) the Registrable Securities are freely saleable under Rule 144 without volume limitations.

"**Registration Statement**" means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Underwriter**" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

2. REGISTRATION RIGHTS.

2.1 Demand Registration.

2.1.1 Request for Registration. At any time and from time to time on or after the Closing, the holders of a majority-in-interest of the aggregate of the Closing Payment Shares, Earnout Shares (if any), Initial Shares and shares underlying the Private Warrants may make a written demand for registration under the Securities Act of all or part of their Registrable Securities (a "**Demand Registration**"). Any demand for a Demand Registration shall specify the number of shares of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will notify all holders of Registrable Securities of the demand, and each holder of Registrable Securities who wishes to include all or a portion of such holder's Registrable Securities in the Demand Registration (each such holder including shares of Registrable Securities in such registration, a "**Demanding Holder**") shall so notify the Company within fifteen (15) days after the receipt by the holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.1.4 and the provisos set forth in Section 3.1.1. The Company shall not be obligated to effect more than three (3) Demand Registrations under this Section 2.1.1 in respect of all Registrable Securities.

2.1.2 Effective Registration. A registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied with all of its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders thereafter elect to continue the offering; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.1.3 Underwritten Offering. If a majority-in-interest of the Demanding Holders so elect and such holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering. In such event, the right of any holder to include its 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 Demanding Holders proposing

to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by a majority-in-interest of the holders initiating the Demand Registration.

2.1.4 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an underwritten offering advises the Company and the Demanding Holders in writing that the dollar amount or number of shares of Registrable Securities which the Demanding Holders desire to sell, taken together with all other shares of Common Stock or other securities which the Company desires to sell and the shares of Common Stock, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of shares that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of shares, as applicable, the "**Maximum Number of Shares**"), then the Company shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the Demanding Holders (pro rata in accordance with the number of shares that each such Person has requested be included in such registration, regardless of the number of shares held by each such Person (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Shares.

2.1.5 Withdrawal. If a majority-in-interest of the Demanding Holders disapprove of the terms of any underwriting or are not entitled to include all of their Registrable Securities in any offering, such majority-in-interest of the Demanding Holders may elect to withdraw from such offering by giving written notice to the Company and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. If the majority-in-interest of the Demanding Holders withdraws from a proposed offering relating to a Demand Registration, then such registration shall not count as a Demand Registration provided for in Section 2.1.

2.2 Piggy-Back Registration.

2.2.1 Piggy-Back Rights. If at any time on or after the Closing, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Company for its own account or for stockholders of the Company for their account (or by the Company and by stockholders of the Company including, without limitation, pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or

offering of securities solely to the Company's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than ten (10) days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five (5) days following receipt of such notice (a "**Piggy-Back Registration**"). The Company shall cause such Registrable Securities to be included in such registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.2.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the holders of Registrable Securities in writing that the dollar amount or number of shares of Common Stock which the Company desires to sell, taken together with the shares of Common Stock, if any, as to which registration has been demanded pursuant to written contractual arrangements with persons other than the holders of Registrable Securities hereunder, the Registrable Securities as to which registration has been requested under this Section 2.2, and the shares of Common Stock, if any, as to which registration has been requested pursuant to the written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Shares, then the Company shall include in any such registration:

(a) If the registration is undertaken for the Company's account: (A) first, the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Common Stock or other securities, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the applicable written contractual piggy-back registration rights of such security holders, Pro Rata, that can be sold without exceeding the Maximum Number of Shares; and (C) third, to the extent that the Maximum Number of shares has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual piggy-back registration rights with such persons and that can be sold without exceeding the Maximum Number of Shares;

(b) If the registration is a "demand" registration undertaken at the demand of persons other than either the holders of Registrable Securities, (A) first, the shares of Common Stock or other securities for the account of the demanding persons that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), collectively the shares of Common Stock or other securities comprised of Registrable Securities, Pro Rata, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares; and (D) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other securities for the account of other persons that the Company is obligated to register pursuant to written contractual arrangements with such persons, that can be sold without exceeding the Maximum Number of Shares.

2.2.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. The Company (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

2.2.4 Registrations on Form S-3. The holders of Registrable Securities may at any time and from time to time after the date that is twelve (12) months from the date the Company files a Current Report on Form 8-K following the Closing containing information required in a Form 10 registration statement, request in writing that the Company register the resale of any or all of such Registrable Securities on Form S-3 or any similar short-form registration which may be available at such time ("**Form S-3**"); provided, however, that the Company shall not be obligated to effect such request through an underwritten offering. Upon receipt of such written request, the Company will promptly give written notice of the proposed registration to all other holders of Registrable Securities, and, as soon as practicable thereafter, effect the registration of all or such portion of such holder's or holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities or other securities of the Company, if any, of any other holder or holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; provided, however, that the Company shall not be obligated to effect any such registration pursuant to this Section 2.2.4: (i) if Form S-3 is not available for such offering; or (ii) if the holders of the Registrable Securities, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable

Securities and such other securities (if any) at any aggregate price to the public of less than $500,000. Registrations effected pursuant to this Section 2.2.4 shall not be counted as Demand Registrations effected pursuant to Section 2.1.

3. REGISTRATION PROCEDURES.

3.1 Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

3.1.1 Filing Registration Statement. The Company shall use its best efforts to, as expeditiously as possible after receipt of a request for a Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its best efforts to cause such Registration Statement to become effective and use its best efforts to keep it effective for the period required by Section 3.1.3; provided, however, that the Company shall have the right to defer any Demand Registration for up to thirty (30) days, and any Piggy-Back Registration for such period as may be applicable to deferment of any demand registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the holders a certificate signed by the President or Chairman of the Company stating that, in the good faith judgment of the Board, it would be materially detrimental to the Company and its stockholders for such Registration Statement to be effected at such time; provided further, however, that the Company shall not have the right to exercise the right set forth in the immediately preceding proviso more than once in any 365-day period in respect of a Demand Registration hereunder.

3.1.2 Copies. The Company shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities included in such registration, and such holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus), and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.

3.1.3 Amendments and Supplements. The Company shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn.

3.1.4 Notification. After the filing of a Registration Statement, the Company shall promptly, and in no event more than two (2) business days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within two (2) business days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, the Company shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon, and the Company shall not file any Registration Statement or prospectus or amendment or supplement thereto, including documents incorporated by reference, to which such holders or their legal counsel shall object.

3.1.5 State Securities Laws Compliance. The Company shall use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.6 Agreements for Disposition. The Company shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement. No holder of Registrable

Securities included in such registration statement shall be required to make any representations or warranties in the underwriting agreement except, if applicable, with respect to such holder's organization, good standing, authority, title to Registrable Securities, lack of conflict of such sale with such holder's material agreements and organizational documents, and with respect to written information relating to such holder that such holder has furnished in writing expressly for inclusion in such Registration Statement.

3.1.7 Cooperation. The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.8 Records. The Company shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.

3.1.9 Opinions and Comfort Letters. Upon request, the Company shall furnish to each holder of Registrable Securities included in any Registration Statement a signed counterpart, addressed to such holder, of (i) any opinion of counsel to the Company delivered to any Underwriter and (ii) any comfort letter from the Company's independent public accountants delivered to any Underwriter. In the event no legal opinion is delivered to any Underwriter, the Company shall furnish to each holder of Registrable Securities included in such Registration Statement, at any time that such holder elects to use a prospectus, an opinion of counsel to the Company to the effect that the Registration Statement containing such prospectus has been declared effective and that no stop order is in effect.

3.1.10 Earnings Statement. The Company shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its stockholders, as soon as practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.11 Listing. The Company shall use its best efforts to cause all Registrable Securities included in any registration to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated or, if no such similar securities are then listed or designated, in a manner satisfactory to the holders of a majority of the Registrable Securities included in such registration.

3.1.12 Road Show. If the registration involves the registration of Registrable Securities involving gross proceeds in excess of $5,000,000, the Company shall use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any underwritten offering.

3.2 Obligation to Suspend Distribution. Upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1.4(iv), or, in the case of a resale registration on Form S-3 pursuant to Section 2.3 hereof, upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Company's Board of Directors, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such holder will deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice.

3.3 Registration Expenses. The Company shall bear all costs and expenses incurred in connection with any Demand Registration pursuant to Section 2.1, any Piggy-Back Registration pursuant to Section 2.2, and any registration on Form S-3 effected pursuant to Section 2.3, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.11; (vi) Financial Industry Regulatory Authority fees; (vii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company (including the expenses or costs associated with the delivery of any opinions or comfort letters requested pursuant to Section 3.1.9); (viii) the reasonable fees and expenses of any special experts retained by the Company in connection with such registration and (ix) the reasonable fees and expenses of one legal counsel selected by the holders of a majority-in-interest of the Registrable Securities included in such registration. The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders. Additionally, in an underwritten offering, all selling stockholders and the Company shall bear the expenses of the Underwriter pro rata in proportion to the respective amount of shares each is selling in such offering.

3.4 Information. The holders of Registrable Securities shall provide such information as may reasonably be requested by the Company, or the managing Underwriter, if

any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 2 and in connection with the Company's obligation to comply with Federal and applicable state securities laws.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless each Stockholder and each other holder of Registrable Securities, and each of their respective officers, employees, affiliates, directors, partners, members, attorneys and agents, and each person, if any, who controls an Stockholder and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, a "**Stockholder Indemnified Party**"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration; and the Company shall promptly reimburse the Stockholder Indemnified Party for any legal and any other expenses reasonably incurred by such Stockholder Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by such selling holder expressly for use therein. The Company also shall indemnify any Underwriter of the Registrable Securities, their officers, affiliates, directors, partners, members and agents and each person who controls such Underwriter on substantially the same basis as that of the indemnification provided above in this Section 4.1.

4.2 Indemnification by Holders of Registrable Securities. Each selling holder of Registrable Securities will, in the event that any registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless the Company, each of its directors and officers and each Underwriter (if any), and each other selling holder and each other person, if any, who controls another selling holder or such Underwriter within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus

contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by such selling holder expressly for use therein, and shall reimburse the Company, its directors and officers, and each other selling holder or controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be limited to the amount of any net proceeds actually received by such selling holder.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Section 4.1 or 4.2, such person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage,

liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5. [Reserved.]

6. RULE 144.

6.1 Rule 144. The Company covenants that it shall file any reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as the holders of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

7. MISCELLANEOUS.

7.1 Other Registration Rights. The Company represents and warrants that, except as disclosed in the Company's registration statement on Form S-1 (File No. 333-236466), no person, other than the holders of the Registrable Securities, has any right to require the Company to register any shares of the Company's capital stock for sale or to include shares of the Company's capital stock in any registration filed by the Company for the sale of shares of capital stock for its own account or for the account of any other person.

7.2 Limitation on Registration Rights. Notwithstanding anything herein to the contrary, (a) Chardan Capital Markets, LLC and its related persons may not, with respect to the Private Warrants purchased by Rosedale Park, LLC, (i) exercise more than one (1) Demand Registration at the Company's expense, (ii) exercise a Demand Registration more than five (5) years from the effective date of the Company's registration statement on Form S-1 (File No. 333-236466), and (iii) exercise a Piggy-Back Registration more than seven (7) years from such effective date, as long as Chardan Capital Markets, LLC or any of its related persons are beneficial owners of the Private Warrants held by Rosedale Park, LLC; and (b) the Stockholders may not exercise more than two (2) Demand Registrations at the Company's expense.

7.3 Assignment; No Third Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the rights, duties and obligations of the holders of Registrable Securities hereunder may be freely assigned or delegated by such holder of Registrable Securities in conjunction with and to the extent of any transfer of Registrable Securities by any such holder. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties, to the permitted assigns of the Stockholders or holder of Registrable Securities or of any assignee of the Stockholders or holder of Registrable Securities. This Agreement is not intended to confer any rights or benefits on any persons that are not party hereto other than as expressly set forth in Article 4 and this Section 7.3.

7.4 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by hand delivery, telegram, telex or facsimile, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by telegram, telex or facsimile; provided, that if such service or transmission is not on a business day or is after normal business hours, then such notice shall be deemed given on the next business day. Notice otherwise sent as provided herein shall be deemed given on the next business day following timely delivery of such notice to a reputable air courier service with an order for next-day delivery.

To the Company:

LifeSci Acquisition Corp.
250 W 55th St., #3401
New York, NY 10019

with a copy to (which shall not constitute notice):

Pillsbury Winthrop Shaw Pittman LLP
2550 Hanover Street
Palo Alto, California 94304

Attn: Tom C. Thomas
Fax:
e-mail:

To a Stockholder, to the address set forth below such Stockholder's name on Schedule A hereto.

7.5 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

7.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

7.7 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written. This Agreement expressly supersedes the Prior Agreement, and replaces it in its entirety.

7.8 Term. This Agreement shall terminate on March 5, 2027.

7.9 Modifications and Amendments. No amendment, modification or termination of this Agreement shall be binding upon any party unless executed in writing by such party.

7.10 Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. No amendment, modification or termination of this Agreement shall be binding upon the holders of the Registrable Securities unless executed in writing by the holders of the majority Registrable Securities.

7.11 Waivers and Extensions. Any party to this Agreement may waive any right, breach or default which such party has the right to waive, provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

7.12 Remedies Cumulative. In the event that the Company fails to observe or perform any covenant or agreement to be observed or performed under this Agreement, any Stockholder or other holder of Registrable Securities may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained in this Agreement or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement or to enforce any other legal or equitable right, or to take any one or more of such actions, without being required to post a bond. None of the rights, powers or remedies conferred under this Agreement shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

7.13 Governing Law. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed within the State of New York, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction.

7.14 Waiver of Trial by Jury. Each party hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this Agreement, the transactions contemplated hereby, or the actions of the Stockholders in the negotiation, administration, performance or enforcement hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Registration and Stockholder Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

LIFESCI ACQUISITION CORP.

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Chief Executive officer

STOCKHOLDERS:

LIFESCI INVESTMENTS, LLC

By: /s/ Jonas Grossman
Name: Jonas Grossman
Title: Managing Member

By: /s/ Michael Rice
Name: Michael Rice
Title: Managing Member

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Managing Member

LIFESCI HOLDINGS LLC

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Managing Member

By: /s/ Michael Rice
Name: Michael Rice
Title: Managing Member

STOCKHOLDERS:

ROSEDALE PARK, LLC

By: /s/ Jonas Grossman
Name: Jonas Grossman
Title: Managing Member

STOCKHOLDERS:

/s/ Brian Schwartz
Brian Schwartz

/s/ Barry Dennis
Barry Dennis

/s/ Karin Walker
Karin Walker

/s/ John Ziegler
John Ziegler

STOCKHOLDERS:

/s/ Ahmed Hamdy
Dr. Ahmed Hamdy

/s/ Raquel E. Izumi
Dr. Raquel Izumi

/s/ John Byrd
Dr. John Byrd

/s/ Sooin Hwang
Dr. Sooin Hwang

/s/ Tom C. Thomas
Tom C. Thomas

/s/ Brian J. Druker
Dr. Brian Druker

SCHEDULE A

STOCKHOLDERS

Name of Stockholder	Address
LifeSci Investments, LLC	
Brian Schwartz	
Barry Dennis	
Karin Walker	
John Ziegler	
LifeSci Holdings LLC	
Rosedale Park, LLC	
Dr. Ahmed Hamdy	
Dr. Raquel Izumi	
Dr. John Byrd	
Dr. Sooin Hwang	
Tom C. Thomas	
Dr. Brian Druker	

SCHEDULE B

INVESTORS

LifeSci Investments, LLC

Brian Schwartz

Barry Dennis

Karin Walker

John Ziegler

LifeSci Holdings LLC

Rosedale Park, LLC

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (this "**Agreement**") is made as of December 23, 2020, by and among LifeSci Acquisition Corp., a Delaware corporation (the "**Company**"), the persons and entities listed on Schedule A attached hereto (the "**Founder Stockholders**"), and the persons and entities listed on Schedule B attached hereto (the "**Investor Stockholders**," and together with the Founder Stockholders, the "**Voting Stockholders**"). The Voting Stockholders and the Company are each a "**party**" and are collectively the "**parties**."

WHEREAS, the Company, LifeSci Acquisition Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("**Merger Sub**"), Vincera Pharma, Inc., a Delaware corporation ("**Vincera**"), and Raquel Izumi, as representative of the stockholders of Vincera, have entered into that certain merger agreement, dated as of September 25, 2020 (the "**Merger Agreement**"), pursuant to which Merger Sub will merge (the "**Merger**") with and into Vincera, with Vincera surviving the Merger and becoming a wholly-owned subsidiary of the Company and each holder of Vincera common stock prior to the Merger will be entitled to receive shares of the common stock of the Company (the "**Company Common Stock**");

WHEREAS, the Voting Stockholders desire to provide for the election to the Board of Directors of the Company (the "**Board**") of certain directors to be designated by the Voting Stockholders and for certain other matters, as provided herein, and accordingly, as a condition to the Merger, have agreed to execute and deliver this Agreement;

WHEREAS, upon consummation of the Merger, the Company will change its name to Vincera Pharma, Inc.; and

WHEREAS, the Company and the Voting Stockholders believe it is in the best interests of the Company and its stockholders to provide for the future voting of shares of the Company's capital stock held by the Voting Stockholders with respect to the election of Board members;

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Company and the Voting Stockholders agree as follows:

1. Agreement to Vote. During the term of this Agreement, each Voting Stockholder agrees to vote or cause to be voted all securities of the Company that may be voted in the election of the Company's directors that such Voting Stockholder from time to time owns, beneficially or otherwise, or has the right to vote (hereinafter referred to as "**Owned**" or "**Owns**"), including any and all such securities of the Company acquired and held in such capacity subsequent to the date hereof (hereinafter referred to as the "**Voting Shares**"), in accordance with the provisions of this Agreement, whether at a regular or special meeting of stockholders or any class or series of stockholders or by written consent.

2. Board of Director Matters. During the term of this Agreement, the Voting Stockholders agree to vote or cause to be voted all of their Voting Shares as follows:

2.1 Board Size. The Voting Stockholders shall vote or cause to be voted all of their Voting Shares, and shall cause their respective designees, to ensure that the number of directors constituting the Board shall be set and remain at nine (9) directors.

2.2 Election of Directors. The Voting Stockholders shall vote or cause to be voted all of their Voting Shares, and shall cause their respective designees, to ensure that the following persons are nominated and elected to the Board:

(a) Seven (7) persons (each, a "**Founder Stockholder Designee**") designated by the Founder Stockholders who Own a majority of the Voting Shares Owned by all of the Founder Stockholders. Any vacancy occurring because of the death, resignation or removal of any Founder Stockholder Designee shall be filled pursuant to the provisions of this Section 2.2(a).

(b) Two (2) persons (each, an "**Investor Stockholder Designee**") designated by the Investor Stockholders who Own a majority of the Voting Shares Owned by all of the Investor Stockholders. Any vacancy occurring because of the death, resignation or removal of any Investor Stockholder Designee shall be filled pursuant to the provisions of this Section 2.2(b).

(c) In the absence of any designation from the persons or groups with the right to designate a member of the Board pursuant to this Section 2.2, the member of the Board previously designated by such persons or groups and then serving shall be nominated and re-elected if still eligible to serve.

2.3 Removal of Directors. The Voting Stockholders shall vote or cause to be voted all of their Voting Shares to ensure the following:

(a) No member of the Board elected pursuant to Section 2.2 hereof shall be removed from office unless (i) such removal is directed or approved by the affirmative vote of the persons or groups entitled under Section 2.2 hereof to designate (or, as applicable, remove) such member of the Board, or (ii) the persons or groups entitled to designate such member of the Board pursuant to Section 2.2 hereof are no longer entitled to designate such member of the Board.

(b) Upon the direction or affirmative vote of the persons or groups entitled under Section 2.2 hereof to designate a member of the Board, such member of the Board shall be removed from office.

2.4 Obligations.

(a) The obligations of the Voting Stockholders pursuant to this Section 2 shall include (i) attending, in person or by proxy, all meetings of stockholders called for the purpose of, or executing and delivering on a timely basis all written consents with respect to, the matters described in this Section 2, (ii) amending the Company's amended and restated certificate of incorporation and bylaws as required to effect the intent of this Agreement, and (iii) not taking any actions that would contravene or materially and adversely affect the provisions of this Agreement and the intention of the parties with respect hereto, including the composition of the Board.

(b) Each Voting Stockholder is signing this Agreement solely in his, her or its capacity as a stockholder of the Company, and no Voting Stockholder makes any agreement or understanding in this Agreement in such Voting Stockholder's capacity as a director or officer of the Company or any of its subsidiaries (if a Voting Stockholder holds any such office). Nothing in this Agreement shall limit or affect any actions or omissions taken by a Voting Stockholder in his, her or its capacity as a director or officer of the Company or any of its subsidiaries. The Voting Stockholders acknowledge that the fiduciary duties of each member of the Board are to the Company's stockholders as a whole, and nothing in this Agreement shall be construed to prohibit, limit or restrict a Voting Stockholder from exercising his, her or its fiduciary duties as director or officer of the Company or any of its subsidiaries.

(c) Any person nominated to be a Founder Stockholder Designee or Investor Stockholder Designee (a "**Nominee**") will be subject to the Company's customary due diligence process, including its review of a completed questionnaire and a background check. Based on the foregoing, the Company may object to any Nominee provided it does so in good faith, and that such objection is based upon any of the following: (i) such Nominee was convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (ii) such Nominee was the subject of any order, judgment, or decree not subsequently reversed, suspended or vacated of any court of competent jurisdiction, permanently or temporarily enjoining or otherwise limited such proposed director from, (A) engaging in any type of business practice or (B) engaging in any activity in connection with the purchase or sale of any security or in connection with any violation of federal or state securities laws; (iii) such Nominee was the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal or state authority barring, suspending or otherwise limiting for more than sixty (60) days the right of such person to engage in any activity described in clause (ii)(B) above or to be associated with persons engaged in such activity; (iv) such Nominee was found by a court of competent jurisdiction in a civil action or by the Commission to have violated any federal or state securities law, and the judgment in such civil action or finding by the Securities and Exchange Commission has not been subsequently reversed, suspended or vacated; or (v) such Nominee was the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree or finding, not subsequently reversed, suspended or vacated, relating to a violation of any federal or state securities laws or regulations. In the event that the Company reasonably finds the Nominee to be unsuitable based upon one or more of the foregoing clauses (i) through (v) and reasonably objects to the identified Nominee, the Founder Stockholders or Investor Stockholders, as the case may be, shall be entitled to propose a different Nominee within thirty (30) days of the Company's notice of its objection to the Nominee, and such replacement Nominee shall be subject to the review process outlined above.

3. Successors in Interest of the Voting Stockholders. The provisions of this Agreement shall be binding upon the successors in interest of the Voting Stockholders with respect to their Voting Shares. The Voting Stockholders may not sell, assign or otherwise transfer (a "**Transfer**") their Voting Shares, or any voting rights therein, and the Company shall not permit any such the Transfer, except for a sale of Voting Shares into the public markets, unless and until the person or entity to whom such Voting Shares or voting rights therein are to be transferred (the "**Transferee**") shall have executed a written agreement, satisfactory in form and substance to the Company and the non-Transferring Voting Stockholders, pursuant to which such Transferee becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person was a Voting Stockholder hereunder (and in such event, such person shall be deemed a Voting Stockholder hereunder).

4. Covenants of the Company.

(a) The Company shall use reasonable efforts to take all actions required to ensure that the rights given to the Voting Stockholders hereunder are effective and that the Voting Stockholders enjoy the benefits thereof. Such actions shall include, without limitation, using reasonable efforts to cause the nomination of the Nominees for election as directors of the Company, calling special meetings of the Board and the stockholders, recommending, supporting and soliciting proxies in favor of such Nominees, and submitting such Nominees for approval by the Company's stockholders. The Company shall not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be performed hereunder by the Company, but shall at all times in good faith assist in the carrying out of all of the provisions of this Agreement and in the taking of all such actions as may be necessary or appropriate in order to protect the rights of the Voting Stockholders hereunder against impairment.

(b) The Company shall enter into an indemnification agreement with each Founder Stockholder Designee and Investor Stockholder Designee (a "**Designee**") in the form entered into with the other members of the Board. The Company shall pay the reasonable, documented, out-of-pocket expenses incurred by a Designee in connection with such Designee attending meetings or events attended explicitly on behalf of the Company at the Company's request.

(c) The Company shall purchase directors' and officers' liability insurance in an amount determined by the Board to be reasonable and customary and maintain such coverage with respect to such Designee for so long as a Designee serves as a member of the Board.

(d) For so long as a Designee serves as a member of the Board, the Company shall not amend, alter or repeal any right to indemnification or exculpation covering or benefiting such Designee as and to the extent consistent with applicable law, whether such right is contained in the Company's certificate of incorporation or bylaws, each as amended, or another document (except to the extent such amendment or alteration permits the Company to provide broader indemnification or exculpation rights on a retroactive basis than permitted prior thereto).

5. No Liability for Election of Designees. Neither the Company, the Voting Stockholders, nor any officer, director, stockholder, partner, employee or agent of such party makes any representation or warranty as to the fitness or competence of the Designee of any party hereunder to serve on the Board by virtue of such party's execution of this Agreement or by the act of such party in voting for such Designee pursuant to this Agreement.

6. Grant of Proxy; Power of Attorney. If a Voting Stockholder fails to vote their Voting Shares or take such other action as may be required by the terms and conditions of this Agreement, such Voting Stockholder, by execution of this Agreement, shall be deemed to have granted to a representative of the Founder Stockholders (if such failure is by an Investor Stockholder) or the Investor Stockholders (if such failure is by a Founder Stockholder) a proxy

and/or power of attorney, and appointed the representative of the applicable Voting Stockholders as such Voting Stockholder's attorney-in-fact, for the purpose of voting the Voting Shares held by such Voting Stockholder as provided herein and executing and delivering, in the name and on behalf of such Voting Stockholder, all consents, waivers, agreements and other documents required to be executed and delivered by such Voting Stockholder pursuant to this Agreement. Should the provisions of this Agreement be construed to constitute the granting of a proxy, such proxy shall be deemed coupled with an interest and shall be irrevocable for the term of this Agreement.

7. Specific Enforcement. The parties agree that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order, without the requirement to post a bond or other security. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach and agrees that a party's rights would be materially and adversely affected if the obligations of the other parties under this Agreement were not carried out in accordance with the terms and conditions hereof.

8. Termination. This Agreement shall terminate upon the earliest to occur of (a) the written consent of the Company, the holders of a majority of the outstanding Voting Shares Owned by the Founder Stockholders, and the holders of a majority of the outstanding Voting Shares Owned by the Investor Stockholders; (b) five (5) years following the date of this Agreement; or (c) the consummation of an acquisition of the Company by another person or entity by means of any transaction or series of related transactions to which the Company is a party (including, without limitation, a merger, consolidation, sale of stock or other transaction), unless the shares of capital stock held by stockholders immediately prior to such acquisition continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately after such acquisition and by virtue of the acquisition, a majority of the total outstanding voting power with respect to the election of directors of the surviving or acquiring person or entity.

9. Amendments and Waivers. Any term hereof may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of each of the Company, the holders of a majority of the outstanding Voting Shares Owned by the Founder Stockholders, and the holders of a majority of the outstanding Voting Shares Owned by the Investor Stockholders. Any amendment or waiver so effected shall be binding upon the Company, each Voting Stockholder and their respective successors and assigns.

10. Stock Splits, Stock Dividends, etc. In the event of any stock split, stock dividend, recapitalization, reorganization or the like, any securities issued with respect to the Voting Shares shall become Voting Shares for purposes of this Agreement, and shall be endorsed with any legend required by this Agreement.

11. Legends on Share Certificates. Each certificate representing any Voting Shares shall be endorsed by the Company with a legend reading substantially as follows:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO A VOTING AND SUPPORT AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SECURITIES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH VOTING AND SUPPORT AGREEMENT.

12. Severability. If any provision of this Agreement is held to be illegal or unenforceable under applicable law, (a) such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms, and (b) the parties shall, to the extent permissible by applicable law, amend this Agreement, or enter into a voting trust agreement under which the Voting Shares shall be transferred to the voting trust created thereby, so as to make effective and enforceable the intent of this Agreement.

13. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in 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 therefore or thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

14. Governing Law. This Agreement shall be governed by and construed General Corporation Law of the State of Delaware, without regard to the conflict of laws provisions thereof.

15. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) and upon such delivery the facsimile signature, PDF or electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

16. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.

17. Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

18. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein.

19. Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing, addressed (a) if to a Founder Stockholder or an Investor Stockholder, as indicated on Schedule A or Schedule B attached hereto, as applicable, or at such other address as such Founder Stockholder or Investor Stockholder shall have furnished to the Company in writing at least ten (10) days prior to any notice to be given hereunder, or (b) if to the Company, at its principal office, Attention: Chief Executive Officer, or at such other address as the Company shall furnish to each Founder Stockholder and Investor Stockholder in writing at least ten (10) days prior to any notice to be given hereunder. All such notices and other written communications shall be deemed effectively given upon personal delivery to the party to be notified (or upon the date of attempted delivery where delivery is refused); if sent by facsimile or email, upon receipt of appropriate written confirmation of delivery; or, if sent by mail, five (5) days after deposit with the United States Postal Service (one (1) day after deposit with a next day air courier), with postage and fees prepaid and addressed to the party entitled to such notice.

[*remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove first written.

COMPANY:

LIFESCI ACQUISITION CORP.

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Chief Executive Officer

Address: 250 W. 55th St., #3401
New York, NY 10019

FOUNDER STOCKHOLDERS:

/s/ Ahmed Hamdy
Dr. Ahmed Hamdy

/s/ Raquel Izumi
Dr. Raquel Izumi

/s/ John Byrd
Dr. John Byrd

/s/ Sooin Hwang
Dr. Sooin Hwang

/s/ Tom C. Thomas
Tom C. Thomas

/s/ Brian J. Druker
Dr. Brian Druker

INVESTOR STOCKHOLDERS:

LIFESCI INVESTMENTS, LLC

By: /s/ Jonas Grossman
Name: Jonas Grossman
Title: Managing Member

By: /s/ Michael Rice
Name: Michael Rice
Title: Managing Member

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Managing Member

LIFESCI HOLDINGS LLC

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Managing Member

By: /s/ Michael Rice
Name: Michael Rice
Title: Managing Member

ROSEDALE PARK, LLC

By: /s/ Jonas Grossman
Name: Jonas Grossman
Title: Mangaging Member

/s/ Brian Schwartz
Brian Schwartz

/s/ Barry Dennis
Barry Dennis

/s/ Karin Walker
Karin Walker

/s/ John Ziegler
John Ziegler

SCHEDULE A

FOUNDER STOCKHOLDERS

Name and Address

Dr. Ahmed Hamdy

Dr. Raquel Izumi

Dr. John Byrd

Dr. Sooin Hwang

Tom C. Thomas

Dr. Brian Druker

SCHEDULE B

INVESTOR STOCKHOLDERS

Name and Address

LifeSci Investments, LLC

LifeSci Holding LLC

Rosedale Park, LLC

Brian Schwartz

Barry Dennis

Karin Walker

John Ziegler

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of _____, 20__ between Vincera Pharma, Inc., a Delaware corporation (the "**Company**"), and _____ ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the board of directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws and Certificate of Incorporation of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The Bylaws, the Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified.

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an officer and/or director, as applicable, from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a party to (or participant in) and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the

merits or otherwise, as to one (1) or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, if, by reason of his or her Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or

proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such Expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee 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 Indemnitee. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced by the Company pursuant to this Section 5, if and only to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. This Section 5 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. Notwithstanding the foregoing, in no case shall Indemnitee be required to convey any information that would cause Indemnitee to waive any privilege accorded by applicable law. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company. The Company will be entitled to participate in the Proceeding at its own Expense.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board except that, upon and after a "**Change in Control**" (as defined in Section 13 of this Agreement), method (iii) must be used: (i) by a majority vote of the disinterested directors, even though less than a quorum, (ii) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (iii) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (iv) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that

such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incurred by the Company and the Indemnitee incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 6(e) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) In the event that any action, suit or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, suit or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 1(c), 1(e), 4 or the last sentence of Section 6(g) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made pursuant to Sections 1(a), 1(b) and 2 of this Agreement within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware of Indemnitee's entitlement to such indemnification; or, in the alternative, Indemnitee or the Company, at his, her or its option, may instead seek a determination of Indemnitee's entitlement to such indemnification in arbitration to be conducted by a single arbitrator pursuant to the JAMS Streamlined Arbitration Rules & Procedures. Indemnitee or the Company, as applicable, shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that payment made to Indemnitee pursuant to an insurance policy purchased and maintained by Indemnitee at his or her own expense of any amounts otherwise indemnifiable or obligated to be made pursuant to this Agreement shall not reduce the Company's obligations to Indemnitee pursuant to this Agreement; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the "**Exchange Act**" (as defined in Section 13 of this Agreement) or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act;

(c) except as provided in Section 7(e) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding) or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; or

(d) for Expenses determined by the Company to have arisen out of Indemnitee's breach or violation of his or her obligations under (i) any employment agreement between the Indemnitee and the Company or (ii) the Company's Code of Business Conduct and Ethics (as amended from time to time).

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise), shall continue for five (5) years after such services cease, and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his or her Corporate Status, whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of Expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(b) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "**Enterprise**" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(d) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 7(e) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Certificate of Incorporation, the Bylaws or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither at present is, nor in the past five (5) years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "**Proceeding**" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her, or of any inaction on his or her part, while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

(g) A "**Change in Control**" shall mean and be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) Acquisition of Stock by Third Party. Any Person (as defined below) becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the combined voting power of the Company's then outstanding securities unless (1) the change in the relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors, (2) such acquisition was approved in advance by the Continuing Directors (as defined below) and such acquisition would not constitute a Change of Control under part (iii) of this definition or (3) the change in the relative Beneficial Ownership of the Company's securities by any Person results solely from the accretion of voting power due to the acquisition of securities of the Company in connection with the exercise or settlement of an equity award or pursuant to an employee stock purchase plan established by the Company or an affiliate thereof;

(ii) Change in Board. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 13(g)(i), 13(g)(iii) or 13(g)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved (the "**Continuing Directors**"), cease for any reason to constitute a least a majority of the members of the Board;

(iii) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty-one percent (51%) of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the Board or other governing body of such surviving entity;

(iv) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement.

(vi) For purposes of this Section 13(g), the following terms shall have the following meanings:

(A) "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

(B) "**Person**" shall have the meaning stated in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(C) "**Beneficial Owner**" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

4500 Great America Parkway, Suite 100 #29
Santa Clara, CA 95054
Attention: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. 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 the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the

State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably Corporation Service Company, at 251 Little Falls Drive, Wilmington, DE 19808, as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY

VINCERA PHARMA, INC.

By: _____
Name:
Title:

INDEMNITEE

_____
Name: _____

Address: _____
_____
_____
_____

Exhibit 10.2

VINCERA PHARMA, INC.

2020 STOCK INCENTIVE PLAN

(Adopted by the Board of Directors on December 16, 2020)
(Approved by the Stockholders on December 22, 2020)

(Effective on December 23, 2020)

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VINCERA PHARMA, INC.

2020 STOCK INCENTIVE PLAN

SECTION 1. ESTABLISHMENT AND PURPOSE.

The Plan was adopted by the Board on December 16, 2020 and is effective on December 23, 2020 (the "**Effective Date**"). The Plan's purpose is to enhance the Company's ability to attract, retain, incent, reward, and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership and other incentive opportunities.

SECTION 2. DEFINITIONS.

(a) "Affiliate" means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.

(b) "Award" means any award of an Option, a SAR, a Restricted Share, a Stock Unit or a Cash-Based Award under the Plan.

(c) "Award Agreement" means the agreement between the Company and the recipient of an Award which contains the terms, conditions and restrictions pertaining to such Award.

(d) "Board" or "Board of Directors" means the Board of Directors of the Company, as constituted from time to time.

(e) "Cash-Based Award" means an Award that entitles the Participant to receive a cash-denominated payment.

(f) "Change in Control" means the occurrence of any of the following events:

(i) A change in the composition of the Board occurs, as a result of which fewer than one-half of the incumbent directors are directors who either:

(A) Had been directors of the Company on the "look-back date" (as defined below) (the "original directors"); or

(B) Were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved (the "continuing directors");

provided, however, that for this purpose, the "original directors" and "continuing directors" shall not include any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(ii) Any “person” (as defined below) who by the acquisition or aggregation of securities, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of directors (the “Base Capital Stock”); except that any change in the relative beneficial ownership of the Company’s securities by any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person’s ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person’s beneficial ownership of any securities of the Company;

(iii) The consummation of a merger or consolidation of the Company or a Subsidiary of the Company with or into another entity or any other corporate reorganization, if persons who were not stockholders of the Company immediately prior to such merger, consolidation or other reorganization own immediately after such merger, consolidation or other reorganization 50% or more of the voting power of the outstanding securities of each of (A) the Company (or its successor) and (B) any direct or indirect parent corporation of the Company (or its successor); or

(iv) The sale, transfer, or other disposition of all or substantially all of the Company’s assets.

For purposes of subsection (f)(i) above, the term “look-back” date means the later of (1) the Effective Date and (2) the date that is 24 months prior to the date of the event that may constitute a Change in Control.

For purposes of subsection (f)(ii) above, the term “person” shall have the same meaning as when used in Sections 13(d) and 14(d) of the Exchange Act, but shall exclude (1) a trustee or other fiduciary holding securities under an employee benefit plan maintained by the Company or a Parent or Subsidiary and (2) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Stock.

Any other provision of this Section 2(f) notwithstanding, a transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction, and a Change in Control shall not be deemed to occur if the Company files a registration statement with the United States Securities and Exchange Commission in connection with an initial or secondary public offering of securities or debt of the Company to the public.

(g) “Code” means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(h) “Committee” means the Compensation Committee as designated by the Board, which is authorized to administer the Plan, as described in Section 3 hereof.

(i) “Company” means Vincera Pharma, Inc., a Delaware corporation, including any successor thereto.

(j) “Consultant” means an individual who is a consultant or advisor and who provides bona fide services to the Company, a Parent, a Subsidiary, or an Affiliate as an independent contractor (not including service as a member of the Board) or a member of the board of directors of a Parent or a Subsidiary, in each case who is not an Employee.

(k) “Disability” means any permanent and total disability as defined by Section 22(e)(3) of the Code.

(l) “Employee” means any individual who is a common-law employee of the Company, a Parent, a Subsidiary, or an Affiliate.

(m) “Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(n) “Exercise Price” means, in the case of an Option, the amount for which one Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. “Exercise Price” means, in the case of a SAR, an amount, as specified in the applicable SAR Award Agreement, which is subtracted from the Fair Market Value of one Share in determining the amount payable upon exercise of such SAR.

(o) “Fair Market Value” with respect to a Share, means the market price of one Share, determined by the Committee as follows:

(i) If the Stock was traded over-the-counter on the date in question, then the Fair Market Value shall be equal to the last transaction price quoted for such date by the OTC Bulletin Board or, if not so quoted, shall be equal to the mean between the last reported representative bid and asked prices quoted for such date by the principal automated inter-dealer quotation system on which the Stock is quoted or, if the Stock is not quoted on any such system, by the Pink Quote system;

(ii) If the Stock was traded on any established stock exchange (such as the New York Stock Exchange, The Nasdaq Capital Market, The Nasdaq Global Market or The Nasdaq Global Select Market) or national market system on the date in question, then the Fair Market Value shall be equal to the closing price reported for such date by the applicable exchange or system; or

(iii) If none of the foregoing provisions is applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

In all cases, the determination of Fair Market Value by the Committee shall be conclusive and binding on all persons.

(p) “ISO” means an employee incentive stock option described in Section 422 of the Code.

(q) “Nonstatutory Option” or “NSO” means an employee stock option that is not an ISO.

(r) “Option” means an ISO or NSO granted under the Plan and entitling the holder to purchase Shares.

(s) “Outside Director” means a member of the Board who is not a common-law employee of, or paid consultant to, the Company, a Parent or a Subsidiary.

(t) “Parent” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be a Parent commencing as of such date.

(u) “Participant” means a person who holds an Award.

(v) “Plan” means this 2020 Stock Incentive Plan of Vincera Pharma, Inc., as amended from time to time.

(w) “Purchase Price” means the consideration for which one Share may be acquired under the Plan (other than upon exercise of an Option), as specified by the Committee.

(x) “Restricted Share” means a Share awarded under the Plan.

(y) “SAR” means a stock appreciation right granted under the Plan.

(z) “Section 409A” means Section 409A of the Code.

(aa) “Securities Act” means the United States Securities Act of 1933, as amended, the rules and regulations promulgated thereunder.

(bb) “Service” means service as an Employee, Consultant or Outside Director, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. Service does not terminate when an Employee goes on a bona fide leave of absence, that was approved by the Company in writing, if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by applicable law. However, for

purposes of determining whether an Option is entitled to ISO status, an Employee's employment will be treated as terminating three months after such Employee went on leave, unless such Employee's right to return to active work is guaranteed by law or by a contract. Service terminates in any event when the approved leave ends, unless such Employee immediately returns to active work. The Company determines which leaves of absence count toward Service, and when Service terminates for all purposes under the Plan.

(cc) "Share" means one share of Stock, as adjusted in accordance with Section 12 (if applicable).

(dd) "Stock" means the Common Stock, par value $0.0001 per Share, of the Company.

(ee) "Stock Unit" means a bookkeeping entry representing the Company's obligation to deliver one Share (or distribute cash) on a future date in accordance with the provisions of a Stock Unit Award Agreement.

(ff) "Subsidiary" means any corporation, if the Company owns and/or one or more other Subsidiaries own not less than 50% of the total combined voting power of all classes of outstanding stock of such corporation. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date. The determination of whether an entity is a "Subsidiary" shall be made in accordance with Section 424(f) of the code.

SECTION 3. ADMINISTRATION.

(a) *Committee Composition*. The Plan shall be administered by a Committee appointed by the Board, or by the Board acting as the Committee. The Committee shall consist of two or more directors of the Company. In addition, to the extent required by the Board, the composition of the Committee shall satisfy such requirements of the Nasdaq Stock Market ("**Nasdaq**") and as the Securities and Exchange Commission may establish for administrators acting under plans intended to qualify for exemption under Rule 16b-3 (or its successor) under the Exchange Act.

(b) *Committee Appointment*. The Board may also appoint one or more separate committees of the Board, each composed of one or more directors of the Company who need not satisfy the requirements of Section 3(a), who may administer the Plan, may grant Awards under the Plan and may determine all terms of such grants, in each case with respect to all Employees, Consultants and Outside Directors (except such as may be on such committee), provided that such committee or committees may perform these functions only with respect to Employees who are not considered officers or directors of the Company under Section 16 of the Exchange Act. Within the limitations of the preceding sentence, any reference in the Plan to the Committee shall include such committee or committees appointed pursuant to the preceding sentence. To the extent permitted by applicable laws, the Board may also authorize one or more officers of the Company to designate Employees, other than officers under Section 16 of the Exchange Act, to receive Awards and/or to determine the number of such Awards to be received by such persons;

provided, however, that the Board shall specify the total number of Awards that such officers may so award.

(c) *Committee Procedures*. The Board shall designate one of the members of the Committee as chairman. The Committee may hold meetings at such times and places as it shall determine. The acts of a majority of the Committee members present at meetings at which a quorum exists, or acts reduced to or approved in writing (including via email) by all Committee members, shall be valid acts of the Committee.

(d) *Committee Responsibilities*. Subject to the provisions of the Plan, the Committee shall have full authority and discretion to take the following actions:

(i) To interpret the Plan and to apply its provisions;

(ii) To adopt, amend, or rescind rules, procedures, and forms relating to the Plan;

(iii) To adopt, amend, or terminate sub-plans established for the purpose of satisfying applicable foreign laws including qualifying for preferred tax treatment under applicable foreign tax laws;

(iv) To authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;

(v) To determine when Awards are to be granted under the Plan;

(vi) To select the Participants to whom Awards are to be granted;

(vii) To determine the type of Award and number of Shares or amount of cash to be made subject to each Award;

(viii) To prescribe the terms and conditions of each Award, including (without limitation) the Exercise Price and Purchase Price, and the vesting or duration of the Award (including accelerating the vesting of Awards, either at the time of the Award or thereafter, without the consent of the Participant), to determine whether an Option is to be classified as an ISO or as an NSO, and to specify the provisions of the agreement relating to such Award;

(ix) To amend any outstanding Award Agreement, subject to applicable legal restrictions and to the consent of the Participant if the Participant's rights or obligations would be materially impaired;

(x) To prescribe the consideration for the grant of each Award or other right under the Plan and to determine the sufficiency of such consideration;

(xi) To determine the disposition of each Award or other right under the Plan in the event of a Participant's divorce or dissolution of marriage;

(xii) To determine whether Awards under the Plan will be granted in replacement of other grants under an incentive or other compensation plan of an acquired business;

(xiii) To correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award Agreement;

(xiv) To establish or verify the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting, and/or ability to retain any Award; and

(xv) To take any other actions deemed necessary or advisable for the administration of the Plan.

Subject to the requirements of applicable law, the Committee may designate persons other than members of the Committee to carry out its responsibilities and may prescribe such conditions and limitations as it may deem appropriate, except that the Committee may not delegate its authority with regard to the selection for participation of or the granting of Awards under the Plan to persons subject to Section 16 of the Exchange Act. All decisions, interpretations and other actions of the Committee shall be final and binding on all Participants and all persons deriving their rights from a Participant. No member of the Committee shall be liable for any action that he has taken or has failed to take in good faith with respect to the Plan or any Award under the Plan.

SECTION 4. ELIGIBILITY.

(a) *General Rule*. Only Employees, Consultants and Outside Directors shall be eligible for the grant of Awards. Only common-law employees of the Company, a Parent, or a Subsidiary shall be eligible for the grant of ISOs.

(b) *Ten-Percent Stockholders*. An Employee who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company, a Parent or Subsidiary shall not be eligible for the grant of an ISO unless such grant satisfies the requirements of Section 422(c)(5) of the Code.

(c) *Attribution Rules*. For purposes of Section 4(b) above, in determining stock ownership, an Employee shall be deemed to own the stock owned, directly or indirectly, by or for such Employee's brothers, sisters, spouse, ancestors, and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate, or trust shall be deemed to be owned proportionately by or for its stockholders, partners, or beneficiaries.

(d) *Outstanding Stock*. For purposes of Section 4(b) above, "outstanding stock" shall include all stock actually issued and outstanding immediately after the grant. "Outstanding stock" shall not include Shares authorized for issuance under outstanding options held by the Employee or by any other person.

SECTION 5. STOCK SUBJECT TO PLAN.

(a) *Basic Limitation*. Shares offered under the Plan shall be authorized but unissued Shares or treasury Shares. The maximum aggregate number of Shares authorized for issuance as Awards under the Plan shall not exceed the sum of (x) 2,790,824 Shares, plus (y) an annual increase on the first day of each fiscal year, for a period of not more than 10 years, beginning on January 1, 2021, and ending on (and including) January 1, 2030 in an amount equal to (i) five percent 5.0% of the outstanding Shares on the last day of the immediately preceding fiscal year or (ii) such lesser amount (including zero) that the Committee determines for purposes of the annual increase for that fiscal year, plus (z) nine and four-tenths percent (9.4%) of the Shares that become distributable, if at all, upon the achievement of specified earnouts pursuant to Sections 3.3 of the Merger Agreement by and Among the Company and LifeSci Acquisition Corp and LifeSci Acquisition Merger Sub Inc., among other parties, dated September 25, 2020 (the "**Merger Agreement**"), which additional Shares shall be added on the date(s) that the earnout Shares become distributable pursuant to the Merger Agreement. Notwithstanding the foregoing, the number of Shares that may be delivered in the aggregate pursuant to the exercise of ISOs granted under the Plan shall not exceed four million (4,000,000) Shares plus, to the extent allowable under Section 422 of the Code, any Shares that become available for issuance under the Plan pursuant to Section 5(c). The limitations of this Section 5(a) shall be subject to adjustment pursuant to Section 12. The number of Shares that are subject to Awards outstanding at any time under the Plan shall not exceed the number of Shares which then remain available for issuance under the Plan. The Company shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

(b) *Additional Shares*. If Shares are forfeited, then such Shares shall again become available for Awards under the Plan. If Stock Units, Options, or SARs are forfeited or terminate for any reason before being exercised or settled, or an Award is settled in cash without the delivery of Shares to the holder, then the corresponding Shares shall again become available for Awards under the Plan. If Stock Units or SARs are settled, then only the number of Shares (if any) actually issued in settlement of such Stock Units or SARs shall reduce the number available in Section 5(a) and the balance (including any Shares withheld to satisfy tax withholding obligations) shall again become available for Awards under the Plan. Any Shares withheld to satisfy the Exercise Price or tax withholding obligation pursuant to any Award of Options shall be added back to the Shares available for Awards under the Plan. Notwithstanding the foregoing provisions of this Section 5(b), Shares that have actually been issued shall not again become available for Awards under the Plan, except for Shares that are forfeited and do not become vested.

(c) *Substitution and Assumption of Awards*. The Committee may make Awards under the Plan by assumption, substitution, or replacement of stock options, stock appreciation rights, stock units, or similar awards granted by another entity (including a Parent or Subsidiary), if such assumption, substitution, or replacement is in connection with an asset acquisition, stock acquisition, merger, consolidation, or similar transaction involving the Company (and/or its

Parent or Subsidiary) and such other entity (and/or its affiliate). The terms of such assumed, substituted, or replaced Awards shall be as the Committee, in its discretion, determines is appropriate, notwithstanding limitations on Awards in the Plan. Any such substitute or assumed Awards shall not count against the Share limitation set forth in Section 5(a) (nor shall Shares subject to such Awards be added to the Shares available for Awards under the Plan as provided in Section 5(b) above), except that Shares acquired by exercise of substitute ISOs will count against the maximum number of Shares that may be issued pursuant to the exercise of ISOs under the Plan.

(d) *Limit on Grants to Outside Directors*. The grant date fair value of all Awards (as determined in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) granted under the Plan to any Outside Director as compensation for services as an Outside Director during any twelve (12)-month period may not exceed $500,000, provided that any Award granted to an Outside Director in lieu of a cash retainer pursuant to Section 15(b) will be excluded from such limit.

SECTION 6. RESTRICTED SHARES.

(a) *Restricted Share Award Agreement*. Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Share Award Agreement between the Participant and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Share Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards*. Restricted Shares may be sold or awarded under the Plan for such consideration as the Committee may determine, including (without limitation) cash, cash equivalents, full-recourse promissory notes, past services, and future services.

(c) *Vesting*. Each Award of Restricted Shares may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Share Award Agreement. A Restricted Share Award Agreement may provide for accelerated vesting in the event of the Participant’s death, Disability or retirement or other events. The Committee may determine, at the time of granting Restricted Shares or thereafter, that all or part of such Restricted Shares shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights*. A holder of Restricted Shares awarded under the Plan shall have the same voting, dividend, and other rights as the Company’s other stockholders, except that in the case of any unvested Restricted Shares, the holder shall not be entitled to any dividends or other distributions paid or distributed by the Company in respect of outstanding Shares. Notwithstanding the foregoing, at the Committee’s discretion, the holder of unvested Restricted Shares may be credited with such dividends and other distributions, provided that such dividends and other distributions shall be paid or distributed to the holder only if, when and to the extent such unvested Restricted Shares vest. The value of dividends and other distributions payable or distributable with respect to any unvested Restricted Shares that do not vest shall be forfeited. At the Committee’s discretion, the Restricted Share Award Agreement may require

that the holder of Restricted Shares invest any cash dividends received in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions as the Award with respect which the dividend was paid. For the avoidance of doubt, other than with respect to the right to receive dividends and other distributions, the holders of unvested Restricted Shares shall have the same voting rights and other rights as the Company's other stockholders in respect of such unvested Restricted Shares.

(e) *Restrictions on Transfer of Shares*. Restricted Shares shall be subject to such rights of repurchase, rights of first refusal, or other restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Restricted Share Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

SECTION 7. TERMS AND CONDITIONS OF OPTIONS.

(a) *Stock Option Award Agreement*. Each grant of an Option under the Plan shall be evidenced by a Stock Option Award Agreement between the Participant and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Stock Option Award Agreement. The Stock Option Award Agreement shall specify whether the Option is an ISO or an NSO. The provisions of the various Stock Option Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares*. Each Stock Option Award Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price*. Each Stock Option Award Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than 100% of the Fair Market Value of a Share on the date of grant, except as otherwise provided pursuant to Section 4(b), and the Exercise Price of an NSO shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, Options may be granted with an Exercise Price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 7(c), the Exercise Price under any Option shall be determined by the Committee in its sole discretion. The Exercise Price shall be payable in one of the forms described in Section 8.

(d) *Withholding Taxes*. As a condition to the exercise of an Option, the Participant shall make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with such exercise. The Participant shall also make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

(e) *Exercisability and Term*. Each Stock Option Award Agreement shall specify the date when all or any installment of the Option is to become exercisable. The Stock Option Award Agreement shall also specify the term of the Option; provided that the term of an ISO shall in no event exceed 10 years from the date of grant (five years for ISOs granted to Employees described in Section 4(b)). A Stock Option Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, or retirement or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. Options may be awarded in combination with SARs, and such an Award may provide that the Options will not be exercisable unless the related SARs are forfeited. Subject to the foregoing in this Section 7(e), the Committee in its sole discretion shall determine when all or any installment of an Option is to become exercisable and when an Option is to expire.

(f) *Exercise of Options*. Each Stock Option Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option following termination of the Participant's Service with the Company and its Subsidiaries, and the right to exercise the Option of any executors or administrators of the Participant's estate or any person who has acquired such Option(s) directly from the Participant by bequest or inheritance. Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all Options issued pursuant to the Plan, and may reflect distinctions based on the reasons for termination of Service.

(g) *Effect of Change in Control*. The Committee may determine, at the time of granting an Option or thereafter, that such Option shall become exercisable as to all or part of the Shares subject to such Option in the event that a Change in Control occurs with respect to the Company.

(h) *No Rights as a Stockholder*. A Participant shall have no rights as a stockholder with respect to any Shares covered by his Option until the date of the issuance of a stock certificate for such Shares. No adjustments shall be made, except as provided in Section 12.

(i) *Modification, Extension and Renewal of Options*. Within the limitations of the Plan, the Committee may modify, extend, or renew outstanding Options or may accept the cancellation of outstanding Options (to the extent not previously exercised), whether or not granted hereunder, in return for the grant of new Options for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares or for cash; provided, however, that other than in connection with an adjustment of Awards pursuant to Section 12, the Committee may not modify outstanding Options to lower the Exercise Price nor may the Committee assume or accept the cancellation of outstanding Options in return for cash or the grant of new Awards when the Exercise Price is greater than the Fair Market Value of the Shares covered by such Options, unless such action has been approved by the Company's stockholders. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Participant, materially impair his or her rights or obligations under such Option.

(j) *Restrictions on Transfer of Shares*. Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal, and other transfer restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Stock Option Award Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

(k) *Buyout Provisions*. The Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents an Option previously granted or (ii) authorize a Participant to elect to cash out an Option previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 8. PAYMENT FOR SHARES.

(a) *General Rule*. The entire Exercise Price or Purchase Price of Shares issued under the Plan shall be payable in lawful money of the United States of America at the time when such Shares are purchased, except as provided in Section 8(b) through Section 8(h) below.

(b) *Surrender of Stock*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by surrendering, or attesting to the ownership of, Shares which have already been owned by the Participant or his or her representative. Such Shares shall be valued at their Fair Market Value on the date when the new Shares are purchased under the Plan. The Participant shall not surrender, or attest to the ownership of, Shares in payment of the Exercise Price if such action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes.

(c) *Services Rendered*. At the discretion of the Committee, Shares may be awarded under the Plan in consideration of services rendered to the Company or a Subsidiary. If Shares are awarded without the payment of a Purchase Price in cash, the Committee shall make a determination (at the time of the Award) of the value of the services rendered by the Participant and the sufficiency of the consideration to meet the requirements of Section 6(b).

(d) *Cashless Exercise*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price.

(e) *Exercise/Pledge*. To the extent that a Stock Option Award Agreement so provides, payment may be made all or in part by delivery (on a form prescribed by the Committee) of an irrevocable direction to a securities broker or lender to pledge Shares, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of the aggregate Exercise Price.

(f) *Net Exercise*. To the extent that a Stock Option Award Agreement so provides, by a “net exercise” arrangement pursuant to which the number of Shares issuable upon exercise of the Option shall be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate Exercise Price (plus tax withholdings, if applicable) and any remaining balance of the aggregate Exercise Price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued shall be paid by the Participant in cash or any other form of payment permitted under the Stock Option Agreement.

(g) *Promissory Note*. To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made all or in part by delivering (on a form prescribed by the Company) a full-recourse promissory note.

(h) *Other Forms of Payment*. To the extent that a Stock Option Award Agreement or Restricted Share Award Agreement so provides, payment may be made in any other form that is consistent with applicable laws, regulations, and rules.

(i) *Limitations under Applicable Law*. Notwithstanding anything herein or in a Stock Option Award Agreement or Restricted Share Award Agreement to the contrary, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

SECTION 9. STOCK APPRECIATION RIGHTS.

(a) *SAR Award Agreement*. Each grant of a SAR under the Plan shall be evidenced by a SAR Award Agreement between the Participant and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Award Agreements entered into under the Plan need not be identical.

(b) *Number of Shares*. Each SAR Award Agreement shall specify the number of Shares to which the SAR pertains and shall provide for the adjustment of such number in accordance with Section 12.

(c) *Exercise Price*. Each SAR Award Agreement shall specify the Exercise Price. The Exercise Price of a SAR shall not be less than 100% of the Fair Market Value of a Share on the date of grant. Notwithstanding the foregoing, SARs may be granted with an Exercise Price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code. Subject to the foregoing in this Section 9(c), the Exercise Price under any SAR shall be determined by the Committee in its sole discretion.

(d) *Exercisability and Term*. Each SAR Award Agreement shall specify the date when all or any installment of the SAR is to become exercisable. The SAR Award Agreement shall also specify the term of the SAR. A SAR Award Agreement may provide for accelerated exercisability in the event of the Participant's death, Disability, retirement, or other events and may provide for expiration prior to the end of its term in the event of the termination of the Participant's Service. SARs may be awarded in combination with Options, and such an Award may provide that the SARs will not be exercisable unless the related Options are forfeited. A SAR may be included in an ISO only at the time of grant but may be included in an NSO at the time of grant or thereafter. A SAR granted under the Plan may provide that it will be exercisable only in the event of a Change in Control.

(e) *Effect of Change in Control*. The Committee may determine, at the time of granting a SAR or thereafter, that such SAR shall become fully exercisable as to all Common Shares subject to such SAR in the event that a Change in Control occurs with respect to the Company.

(f) *Exercise of SARs*. Upon exercise of a SAR, the Participant (or any person having the right to exercise the SAR after his or her death) shall receive from the Company (i) Shares, (ii) cash or (iii) a combination of Shares and cash, as the Committee shall determine. The amount of cash and/or the Fair Market Value of Shares received upon exercise of SARs shall, in the aggregate, be equal to the amount by which the Fair Market Value (on the date of surrender) of the Shares subject to the SARs exceeds the Exercise Price.

(g) *Modification, Extension or Assumption of SARs*. Within the limitations of the Plan, the Committee may modify, extend, or assume outstanding SARs or may accept the cancellation of outstanding SARs (whether granted by the Company or by another issuer) in return for the grant of new SARs for the same or a different number of Shares and at the same or a different Exercise Price, or in return for the grant of a different Award for the same or a different number of Shares or cash; provided, however, that other than in connection with an adjustment of Awards pursuant to Section 12, the Committee may not modify outstanding SARs to lower the Exercise Price nor may the Committee assume or accept the cancellation of outstanding SARs in return for cash or the grant of new Awards when the Exercise Price is greater than the Fair Market Value of the Shares covered by such SARs, unless such action has been approved by the Company's stockholders. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the holder, materially impair his or her rights or obligations under such SAR.

(h) *Buyout Provision*. The Committee may at any time (i) offer to buy out for a payment in cash or cash equivalents a SAR previously granted, or (ii) authorize a Participant to elect to cash out a SAR previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

SECTION 10. STOCK UNITS.

(a) *Stock Unit Award Agreement*. Each grant of Stock Units under the Plan shall be evidenced by a Stock Unit Award Agreement between the Participant and the Company. Such Stock Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Stock Unit Award Agreements entered into under the Plan need not be identical.

(b) *Payment for Awards*. To the extent that an Award is granted in the form of Stock Units, no cash consideration shall be required of the Award recipients.

(c) *Vesting Conditions*. Each Award of Stock Units may or may not be subject to vesting. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Stock Unit Award Agreement. A Stock Unit Award Agreement may provide for accelerated vesting in the event of the Participant's death, Disability, retirement, or other events.

The Committee may determine, at the time of granting Stock Units or thereafter, that all or part of such Stock Units shall become vested in the event that a Change in Control occurs with respect to the Company.

(d) *Voting and Dividend Rights*. The holders of Stock Units shall have no voting rights. Prior to settlement or forfeiture, any Stock Unit awarded under the Plan may, at the Committee's discretion, carry with it a right to dividend equivalents. Such right, if awarded, entitles the holder to be credited with an amount equal to all cash dividends paid on one Share while the Stock Unit is outstanding. Settlement of dividend equivalents may be made in the form of cash, in the form of Shares, or in a combination of both. Dividend equivalents may also be converted into additional Stock Units at the Committee's discretion. Dividend equivalents shall not be distributed prior to settlement of the Stock Unit to which the dividend equivalents pertain. Prior to distribution, any dividend equivalents shall be subject to the same conditions and restrictions (including without limitation, any forfeiture conditions) as the Stock Units to which they attach. The value of dividend equivalents payable or distributable with respect to any unvested Stock Units that do not vest shall be forfeited.

(e) *Form and Time of Settlement of Stock Units*. Settlement of vested Stock Units may be made in the form of (i) cash, (ii) Shares or (iii) any combination of both, as determined by the Committee. The actual number of Stock Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors. Methods of converting Stock Units into cash may include (without limitation) a method based on the average Fair Market Value of Shares over a series of trading days. A Stock Unit Award Agreement may provide that vested Stock Units may be settled in a lump sum or in installments. A Stock Unit Award Agreement may provide that the distribution may occur or commence when all vesting conditions applicable to the Stock Units have been satisfied or have lapsed, or it may be deferred to any later date, subject to compliance with Section 409A. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until an Award of Stock Units is settled, the number of such Stock Units shall be subject to adjustment pursuant to Section 12.

(f) *Death of Participant*. Any Stock Unit Award that becomes payable after the Participant's death shall be distributed to the Participant's beneficiary or beneficiaries. Each recipient of a Stock Unit Award under the Plan shall designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. If no beneficiary was designated or if no designated beneficiary survives the Participant, then any Stock Units Award that becomes payable after the Participant's death shall be distributed to the Participant's estate.

(g) *Creditors' Rights*. A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Stock Unit Award Agreement.

SECTION 11. CASH-BASED AWARDS

The Committee may, in its sole discretion, grant Cash-Based Awards to any Participant in such number or amount and upon such terms, and subject to such conditions, as the Committee shall determine at the time of grant and specify in an applicable Award Agreement. The Committee shall determine the maximum duration of the Cash-Based Award, the amount of cash which may be payable pursuant to the Cash-Based Award, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Committee shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula, or payment ranges as determined by the Committee. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash or in Shares, as the Committee determines.

SECTION 12. ADJUSTMENT OF SHARES.

(a) *Adjustments*. In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the price of Shares, a combination or consolidation of the outstanding Stock (by reclassification or otherwise) into a lesser number of Shares, a recapitalization, a spin-off or a similar occurrence, the Committee shall make appropriate and equitable adjustments in:

(i) The number of Shares available for future Awards and the limitations set forth under Section 5;

(ii) The number of Shares covered by each outstanding Award; and

(iii) The Exercise Price under each outstanding Option and SAR.

(b) *Dissolution or Liquidation*. To the extent not previously exercised or settled, Options, SARs, and Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

(c) *Merger or Reorganization*. In the event that the Company is a party to a merger or other reorganization, outstanding Awards shall be subject to the agreement of merger or reorganization. Subject to compliance with Section 409A, such agreement may provide, without limitation, for any of the following:

(i) The continuation of the outstanding Awards by the Company, if the Company is a surviving corporation;

(ii) The cancellation of the outstanding Awards by the Company, with or without consideration;

(iii) The assumption of the outstanding Awards by the surviving corporation its parent or subsidiary;

(iv) The substitution by the surviving corporation or its parent or subsidiary of its own awards for the outstanding Awards;

(v) Immediate vesting, exercisability, or settlement of outstanding Awards followed by the cancellation of such Awards upon or immediately prior to the effectiveness of such transaction; or

(vi) Settlement of the intrinsic value of the outstanding Awards (whether or not then vested or exercisable) in cash or cash equivalents or equity (including cash or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Awards or the underlying Shares) followed by the cancellation of such Awards (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment);

in each case without the Participant's consent. Any acceleration of payment of an amount that is subject to Section 409A will be delayed, if necessary, until the earliest time that such payment would be permissible under Section 409A without triggering any additional taxes applicable under Section 409A.

The Company will have no obligation to treat all Awards, all Awards held by a Participant, or all Awards of the same type, similarly.

(d) *Reservation of Rights*. Except as provided in this Section 12, a Participant shall have no rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend or any other increase or decrease in the number of shares of stock of any class. Any issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or Exercise Price of Shares subject to an Award. The grant of an Award pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell, or transfer all or any part of its business or assets. In the event of any change affecting the Shares or the Exercise Price of Shares subject to an Award, including a merger or other reorganization, for reasons of administrative convenience, the Company in its sole discretion may refuse to permit the exercise of any Award during a period of up to 30 days prior to the occurrence of such event.

SECTION 13. DEFERRAL OF AWARDS.

(a) *Committee Powers*. Subject to compliance with Section 409A, the Committee (in its sole discretion) may permit or require a Participant to:

(i) Have cash that otherwise would be paid to such Participant as a result of the exercise of a SAR or the settlement of Stock Units credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books;

(ii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR converted into an equal number of Stock Units; or

(iii) Have Shares that otherwise would be delivered to such Participant as a result of the exercise of an Option or SAR or the settlement of Stock Units converted into amounts credited to a deferred compensation account established for such Participant by the Committee as an entry on the Company's books.

Such amounts shall be determined by reference to the Fair Market Value of such Shares as of the date when they otherwise would have been delivered to such Participant.

(b) *General Rules*. A deferred compensation account established under this Section 13 may be credited with interest or other forms of investment return, as determined by the Committee. A Participant for whom such an account is established shall have no rights other than those of a general creditor of the Company. Such an account shall represent an unfunded and unsecured obligation of the Company and shall be subject to the terms and conditions of the applicable agreement between such Participant and the Company. If the deferral or conversion of Awards is permitted or required, the Committee (in its sole discretion) may establish rules, procedures, and forms pertaining to such Awards, including (without limitation) the settlement of deferred compensation accounts established under this Section 13.

SECTION 14. AWARDS UNDER OTHER PLANS.

The Company may grant awards under other plans or programs. Such awards may be settled in the form of Shares issued under the Plan. Such Shares shall be treated for all purposes under the Plan like Shares issued in settlement of Stock Units and shall, when issued, reduce the number of Shares available under Section 5.

SECTION 15. PAYMENT OF DIRECTOR'S FEES IN SECURITIES.

(a) *Effective Date*. No provision of this Section 15 shall be effective unless and until the Board has determined to implement such provision.

(b) *Elections to Receive NSOs, SARs, Restricted Shares, or Stock Units*. An Outside Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash, NSOs, SARs, Restricted Shares, Stock Units, or a combination thereof, as determined by the Board. Alternatively, the Board may mandate payment in any of such alternative forms. Such NSOs, SARs, Restricted Shares, and Stock Units shall be issued under the Plan. An election under this Section 15 shall be filed with the Company on the prescribed form.

(c) *Number and Terms of NSOs, SARs, Restricted Shares or Stock Units*. The number of NSOs, SARs, Restricted Shares, or Stock Units to be granted to Outside Directors in lieu of annual retainers and meeting fees that would otherwise be paid in cash shall be calculated in a manner determined by the Board. The terms of such NSOs, SARs, Restricted Shares, or Stock Units shall also be determined by the Board.

SECTION 16. LEGAL AND REGULATORY REQUIREMENTS.

Shares shall not be issued under the Plan unless the issuance and delivery of such Shares complies with (or is exempt from) all applicable requirements of law, including (without limitation) the United States Securities Act, state securities laws and regulations and the regulations of any stock exchange on which the Company's securities may then be listed, and the Company has obtained the approval or favorable ruling from any governmental agency which the Company determines is necessary or advisable. The Company shall not be liable to a Participant or other persons as to: (a) the non-issuance or sale of Shares as to which the Company has not obtained from any regulatory body having jurisdiction the authority deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares under the Plan; and (b) any tax consequences expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Award granted under the Plan.

SECTION 17. TAXES.

(a) *Withholding Taxes*. To the extent required by applicable federal, state, local, or foreign law, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company shall not be required to issue any Shares or make any cash payment under the Plan until such obligations are satisfied.

(b) *Share Withholding*. The Committee may permit a Participant to satisfy all or part of his or her withholding or income tax obligations by having the Company withhold all or a portion of any Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Shares that he or she previously acquired. Such Shares shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld in cash. In no event may a Participant have Shares withheld that would otherwise be issued to him or her in excess of the number necessary to satisfy the maximum legally required tax withholding.

(c) *Section 409A*. Each Award that provides for "nonqualified deferred compensation" within the meaning of Section 409A shall be subject to such additional rules and requirements as specified by the Committee from time to time in order to comply with Section 409A. If any amount under such an Award is payable upon a "separation from service" (within the meaning of Section 409A) to a Participant who is then 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 Participant's separation from service, or (ii) the Participant'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.

In addition, the settlement of any such Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 18. TRANSFERABILITY.

Unless the agreement evidencing an Award (or an amendment thereto authorized by the Committee) expressly provides otherwise, no Award granted under the Plan, nor any interest in such Award, may be sold, assigned, conveyed, gifted, pledged, hypothecated, or otherwise transferred in any manner (prior to the vesting and lapse of any and all restrictions applicable to Shares issued under such Award), other than by will or the laws of descent and distribution; provided, however, that an ISO may be transferred or assigned only to the extent consistent with Section 422 of the Code. Any purported assignment, transfer, or encumbrance in violation of this Section 18 shall be void and unenforceable against the Company.

SECTION 19. PERFORMANCE BASED AWARDS.

The number of Shares or other benefits granted, issued, retained, and/or vested under an Award may be made subject to the attainment of performance goals. The Committee may utilize any performance criteria selected by it in its sole discretion to establish performance goals.

SECTION 20. RECOUPMENT.

In the event that the Company is required to prepare restated financial results owing to an executive officer's intentional misconduct or grossly negligent conduct, the Board (or a designated committee) shall have the authority, to the extent permitted by applicable law, to require reimbursement or forfeiture to the Company of the amount of bonus or incentive compensation (whether cash-based or equity-based) such executive officer received during the three fiscal years preceding the year the restatement is determined to be required, to the extent that such bonus or incentive compensation exceeds what the officer would have received based on an applicable restated performance measure or target. The Company will recoup incentive-based compensation from executive officers to the extent required under the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules, regulations and listing standards that may be issued under that act. Any right of recoupment under this provision will be in addition to, and not in lieu of, any other rights of recoupment that may be available to the Company.

SECTION 21. NO EMPLOYMENT RIGHTS.

No provision of the Plan, nor any Award granted under the Plan, shall be construed to give any person any right to become, to be treated as, or to remain an Employee or Consultant. The Company and its Subsidiaries reserve the right to terminate any person's Service at any time and for any reason, with or without notice.

SECTION 22. DURATION AND AMENDMENTS.

(a) *Term of the Plan*. The Plan, as set forth herein, shall come into existence on the date of its adoption by the Board; provided, however, that no Award may be granted hereunder prior to the Effective Date. The Board may suspend or terminate the Plan at any time. No ISOs may be granted after the tenth anniversary of the earlier of (i) the date the Plan is adopted by the Board, or (ii) the date the Plan is approved the stockholders of the Company.

(b) *Right to Amend the Plan*. The Board may amend the Plan at any time and from time to time. Rights and obligations under any Award granted before amendment of the Plan shall not be materially impaired by such amendment, except with consent of the Participant. An amendment of the Plan shall be subject to the approval of the Company's stockholders only to the extent required by applicable laws, regulations or rules.

(c) *Effect of Termination*. No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan shall not affect Awards previously granted under the Plan.

SECTION 23. AWARDS TO NON-U.S. PARTICIPANTS.

Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy, or custom. The Committee also may impose conditions on the exercise, vesting, or settlement of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

SECTION 24. GOVERNING LAW.

The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

SECTION 26. EXECUTION.

To record the adoption of the Plan by the Board, the Company has caused its authorized officer to execute the same.

VINCERA PHARMA, INC.

By: /s/ Ahmed Hamdy
Name: Ahmed Hamdy
Title: Chief Executive Officer

VINCERA PHARMA, INC.
2020 STOCK INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You have been granted the following Option (this "**Option**" or this "**Award**") to purchase shares of Common Stock ("**Stock**") of Vincera Pharma, Inc. (the "**Company**") under the Vincera Pharma, Inc. 2020 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Optionee:	[Name of Optionee]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Option:	[Total Shares]
Type of Option:	☐ Incentive Stock Option
	☐ Nonstatutory Stock Option
Exercise Price Per Share:	$[Exercise Price]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[This Option becomes exercisable when you complete [__] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]
Expiration Date:	[Expiration Date] This Option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the term and conditions of the Plan and the Stock Option Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

OPTIONEE

Optionee's Signature

Optionee's Printed Name

VINCERA PHARMA, INC.

By:

Name:

Title:

The Plan and Other Agreements	The Option that you are receiving is granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Option are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Tax Treatment	This Option is intended to be an incentive stock option under Section 422 of the Code or a nonstatutory option, as provided in the Notice of Stock Option Grant. Even if this Option is designated as an incentive stock option, it will be deemed to be a nonstatutory option to the extent required by the $100,000 annual limitation under Section 422(d) of the Code.
Vesting	This Option becomes exercisable in installments, as shown in the Notice of Stock Option Grant. This Option will in no event become exercisable for additional Shares after your Service as an Employee or a Consultant has terminated for any reason.
Term	This Option expires in any event at the close of business at Company headquarters on the day before the tenth (10th) anniversary of the Grant Date, as shown on the Notice of Stock Option Grant (fifth (5th) anniversary for a more than ten percent (10%) shareholder as provided under the Plan if this is an incentive stock option). This Option may expire earlier if your Service terminates, as described below.
Regular Termination	If your Service terminates for any reason except due to your death or Disability, then this Option will expire at the close of business at Company headquarters on the date three (3) months after the date your Service terminates (or, if earlier, the Expiration Date). The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
Death	If your Service terminates because of your death, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date). During that period of up to twelve (12) months, your estate or heirs may exercise this Option.

Disability	If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date your Service terminates (or, if earlier, the Expiration Date).
Leaves of Absence	For purposes of this Option, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Restrictions on Exercise	The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation. The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of the Stock pursuant to this Option will relieve the Company of any liability with respect to the non-issuance or sale of the Stock as to which such approval will not have been obtained.
Notice of Exercise	When you wish to exercise this Option you must provide a written or electronic notice of exercise form (substantially in the form attached to this Agreement as Exhibit A) in accordance with such procedures as are established by the Company and communicated to you from time to time. Any notice of exercise must specify how many Shares you wish to purchase and how your Shares should be registered. The notice of exercise will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

Form of Payment

When you submit your notice of exercise, you must include payment of the Option exercise price for the Shares you are purchasing. Payment may be made in the following form(s):

- Your personal check, a cashier's check, a money order or a wire transfer.
- Certificates for Shares that you own, along with any forms needed to effect a transfer of those Shares to the Company. The value of the Shares, determined as of the effective date of the Option exercise, will be applied to the Option exercise price. Instead of surrendering Shares, you may attest to the ownership of those Shares on a form provided by the Company and have the same number of Shares subtracted from the Shares issued to you upon exercise of this Option. However, you may not surrender or attest to the ownership of Shares in payment of the exercise price if your action would cause the Company to recognize a compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes.
- By delivery on a form approved by the Company of an irrevocable direction to a securities broker approved by the Company to sell all or part of the Shares that are issued to you when you exercise this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you. The directions must be given by providing a notice of exercise form approved by the Company.
- By delivery on a form approved by the Company of an irrevocable direction to a securities broker or lender approved by the Company to pledge Shares that are issued to you when you exercise this Option as security for a loan and to deliver to the Company from the loan proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The directions must be given by providing a notice of exercise form approved by the Company.
- If permitted by the Committee, by a "**net exercise**" arrangement pursuant to which the number of Shares issuable upon exercise of the Option will be reduced by the largest whole number of Shares having an aggregate Fair Market Value that does not exceed the aggregate exercise price (plus tax withholdings, if applicable) and any remaining balance of the aggregate exercise price (and/or applicable tax withholdings) not satisfied by such reduction in the number of whole Shares to be issued will be paid by you in cash other form of payment permitted under this Option. The directions must be given by providing a notice of exercise form approved by the Company.

- Any other form permitted by the Committee in its sole discretion.

Notwithstanding the foregoing, payment may not be made in any form that is unlawful, as determined by the Committee in its sole discretion.

Withholding Taxes and Stock Withholding

Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option grant, including the grant, vesting or exercise of this Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of this Option to reduce or eliminate your liability for Tax-Related Items.

Prior to exercise of this Option, you will pay or make adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when you exercise this Option, provided that the Company only withholds the amount of Shares necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the exercise and refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.

Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
Transfer of Option	In general, only you can exercise this Option prior to your death. You may not sell, transfer, assign, pledge or otherwise dispose of this Option, other than as designated by you, by will or by the laws of descent and distribution, except as provided below. For instance, you may not use this Option as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may in any event dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in this Option in any other way. However, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "**family member**" means a 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 individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than fifty percent (50%) of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more of these persons own more than fifty percent (50%) of the voting interest. In addition, if this Option is designated as a nonstatutory stock option in the Notice of Stock Option Grant, then the Committee may, in its sole discretion, allow you to transfer this Option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights. The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement.

Retention Rights	Neither this Option nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Shareholder Rights	This Option carries neither voting rights nor rights to dividends. You, or your estate or heirs, have no rights as a shareholder of the Company unless and until you have exercised this Option by giving the required notice to the Company and paying the exercise price. No adjustments will be made for dividends or other rights if the applicable record date occurs before you exercise this Option, except as described in the Plan.
Adjustments	The number of Shares covered by this Option and the exercise price per Share will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Company Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional stock options or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware without application of the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that any such litigation will be conducted only in the courts of California, or the federal courts of the United States located in California and no other courts.

Miscellaneous

You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares subject to awards, the exercise price and the vesting schedule, will be at the sole discretion of the Company.

The value of this Option will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all options or any other entitlements to Shares awarded,

canceled, exercised, vested, unvested or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

EXHIBIT A

VINCERA PHARMA, INC.
2020 STOCK INCENTIVE PLAN
NOTICE OF EXERCISE OF STOCK OPTION

OPTIONEE INFORMATION:

Name: _____

Social Security Number: _____

Employee Number: _____

Address: _____

_____

OPTION INFORMATION:

Grant Date: _____

Exercise Price per Share: $ _____

Total Number of Shares of Vincera Pharma, Inc. (the "**Company**") Covered by Option: _____

Type of Stock Option:

☐ Nonstatutory (NSO)

☐ Incentive (ISO)

_____

Number of Shares of the Company for which Option is Being Exercised Now: _____ ("**Purchased Shares**")

Total Exercise Price for the Purchased Shares: $ _____

Form of Payment:

☐ Cash or Check for $ _____

payable to "Vincera Pharma, Inc."

☐ Cashless exercise

☐ Net exercise

_____

Name(s) in which the Purchased Shares should be Registered: _____

The Certificate for the Purchased Shares (if any) should be sent to the Following Address: _____

ACKNOWLEDGMENTS:

1. I understand that all sales of Purchased Shares are subject to compliance with the Company's policy on securities trades.

2. I hereby acknowledge that I received and read a copy of the prospectus describing the Vincera Pharma, Inc. 2020 Stock Incentive Plan and the tax consequences of an exercise.

3. In the case of a nonstatutory option, I understand that I must recognize ordinary income equal to the spread between the fair market value of the Purchased Shares on the date of exercise and the exercise price. I further understand that I am required to pay withholding taxes at the time of exercising a nonstatutory option.

4. In the case of an incentive stock option, I agree to notify the Company if I dispose of the Purchased Shares before I have met both of the tax holding periods applicable to incentive stock options (that is, if I dispose of the Purchased Shares prior to the date that is two (2) years after the Grant Date and one (1) year after the date the option was exercised).

SIGNATURE AND DATE:

_____ _____, 20__

VINCERA PHARMA, INC.
2020 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD

You have been granted the following Restricted Stock Units (the "**Restricted Stock Units**", "**RSUs**" or this "**Award**") representing shares of Common Stock of Vincera Pharma, Inc. (the "**Company**") under the Vincera Pharma, Inc. 2020 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Shares Subject to Restricted Stock Units:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The RSUs vest when you complete [__] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the RSUs are granted under and governed by the term and conditions of the Plan and the Restricted Stock Unit Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT

_____
Recipient's Signature

_____
Recipient's Printed Name

VINCERA PHARMA, INC.

By: _____
Name: _____
Title: _____

The Plan and Other Agreements

The RSUs that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan.

The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.

Payment for RSUs

No cash payment is required for the RSUs you receive. You are receiving the RSUs in consideration for Services rendered by you.

Vesting

The RSUs that you are receiving will vest in installments, as shown in the Notice of RSU Award. No additional RSUs vest after your Service as an Employee or a Consultant has terminated for any reason.

Forfeiture

If your Service terminates for any reason, then this Award expires immediately as to the number of RSUs that have not vested before the termination date and do not vest as a result of termination. This means that the unvested RSUs will immediately be cancelled. You receive no payment for RSUs that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.

Leaves of Absence

For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

If you go on a leave of absence, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Stock Unit Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.

Nature of RSUs	Your RSUs are mere bookkeeping entries. They represent only the Company's unfunded and unsecured promise to issue Shares on a future date. As a holder of RSUs, you have no rights other than the rights of a general creditor of the Company.
No Voting Rights or Dividends	Your RSUs carry neither voting rights nor rights to dividends. You, or your estate or heirs, have no rights as a stockholder of the Company unless and until your RSUs are settled by issuing Shares. No adjustments will be made for dividends or other rights if the applicable record date occurs before your Shares are issued, except as described in the Plan.
RSUs Nontransferable	You may not sell, transfer, assign, pledge or otherwise dispose of any RSUs. For instance, you may not use your RSUs as security for a loan. If you attempt to do any of these things, your RSUs will immediately become invalid.
Settlement of RSUs	Each of your vested RSUs will be settled when it vests; provided, however, that if the Committee requires you to pay withholding taxes through a sale of Shares, settlement of each RSU may be deferred to the first permissible trading day for the Shares, if later than the applicable vesting date. Under no circumstances may your RSUs be settled later than two and one-half (2-1/2) months following the calendar year in which the applicable vesting date occurs. For purposes of this Agreement, "**permissible trading day**" means a day that satisfies all of the following requirements: (1) the exchange on which the Shares are traded is open for trading on that day; (2) you are permitted to sell Shares on that day without incurring liability under Section 16(b) of the Exchange Act; (3) either (a) you are not in possession of material non-public information that would make it illegal for you to sell Shares on that day under Rule 10b-5 under the Exchange Act or (b) Rule 10b5-1 under the Exchange Act would apply to the sale; (4) you are permitted to sell Shares on that day under such written insider trading policy as may have been adopted by the Company; and (5) you are not prohibited from selling Shares on that day by a written agreement between you and the Company or a third party. At the time of settlement, you will receive one Share for each vested RSU; provided, however, that no fractional Shares will be issued or delivered pursuant to the Plan or this Agreement, and the Committee will determine whether cash will be paid in lieu of any fractional Share or whether such fractional Share and any rights thereto will be canceled, terminated or otherwise eliminated. In addition, the Shares are issued to you subject to the condition that the issuance of the Shares not violate any law or regulation.

Withholding Taxes and Stock Withholding	Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Award, including the award, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to settlement and the receipt of any dividends; and (2) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items. Prior to the settlement of the RSUs, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by the Company and/or your Employer. Unless an alternative arrangement satisfactory to the Committee has been provided prior to the vesting date, the default method for paying withholding taxes is withholding Shares that otherwise would be issued to you when the RSUs are settled, provided that the Company only withholds Shares having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding. The Committee may also require the withholding of taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section, and your rights to the Shares will be forfeited if you do not comply with such obligations on or before the date that is two and one-half (2-1/2) months following the calendar year in which the applicable vesting date for the RSUs occurs.
Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

No Retention Rights	Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	The number of RSUs covered by this Award will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional restricted stock units or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.
Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Section 409A of the Code	To the extent this Agreement is subject to, and not exempt from, Section 409A of the Code, this Agreement is intended to comply with Section 409A, and its provisions will be interpreted in a manner consistent with such intent. You acknowledge and agree that changes may be made to this Agreement to avoid adverse tax consequences to you under Section 409A.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of Delaware without application of the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that any such litigation will be conducted only in the courts of California, or the federal courts of the United States located in California and no other courts. You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of Shares subject to awards and the vesting schedule, will be at the sole discretion of the Company.

Miscellaneous

The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all awards or any other entitlements to RSUs or Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

VINCERA PHARMA, INC.
2020 STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK AWARD

You have been granted the following restricted shares of Common Stock (the "**Restricted Shares**" or this "**Award**") of Vincera Pharma, Inc. (the "**Company**") under the Vincera Pharma, Inc. 2020 Stock Incentive Plan (as may be amended from time to time, the "**Plan**"):

Name of Recipient:	[Name of Recipient]
Grant Date:	[Date of Grant]
Total Number of Shares Granted:	[Total Shares]
Vesting Commencement Date:	[Vesting Commencement Date]
Vesting Schedule:	[The Restricted Shares vest when you complete [__] months of continuous Service as an Employee or a Consultant from the Vesting Commencement Date. *Actual vesting schedule to be inserted.*]

By your written signature below (or your electronic acceptance) and the signature of the Company's representative below, you and the Company agree that the Restricted Shares are granted under and governed by the term and conditions of the Plan and the Restricted Stock Agreement (this "Agreement"), both of which are attached to and made a part of this document.

By your written signature below (or your electronic acceptance), you further agree that the Company may deliver by e-mail all documents relating to the Plan or this Award (including without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by e-mail. Should you electronically accept this Agreement, you agree to the following: "This electronic contract contains my electronic signature, which I have executed with the intent to sign this Agreement."

RECIPIENT

_____
Recipient's Signature

_____
Recipient's Printed Name

VINCERA PHARMA, INC.

By: _____
Name: _____
Title: _____

The Plan and Other Agreements	The Restricted Shares that you are receiving are granted pursuant and subject in all respects to the applicable provisions of the Plan, which is incorporated herein by reference. Capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Plan. The attached Notice, this Agreement and the Plan constitute the entire understanding between you and the Company regarding this Award. Any prior agreements, commitments or negotiations concerning this Award are superseded. This Agreement may be amended by the Committee without your consent; however, if any such amendment would materially impair your rights or obligations under this Agreement, this Agreement may be amended only by another written agreement, signed by you and the Company.
Payment For Shares	No cash payment is required for the Shares you receive. You are receiving the Shares in consideration for Services rendered by you.
Vesting	The Shares that you are receiving will vest in installments, as shown in the Notice of Restricted Stock Award. No additional Shares vest after your Service as an Employee or a Consultant has terminated for any reason.
Shares Restricted	Unvested Shares will be considered "**Restricted Shares**." Except to the extent permitted by the Committee, you may not sell, transfer, assign, pledge or otherwise dispose of Restricted Shares.
Forfeiture	If your Service terminates for any reason, then your Shares will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of termination. This means that the Restricted Shares will immediately revert to the Company. You receive no payment for Restricted Shares that are forfeited. The Company determines when your Service terminates for this purpose and all purposes under the Plan and its determinations are conclusive and binding on all persons.
Leaves of Absence	For purposes of this Award, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave of absence was approved by the Company in writing and if continued crediting of Service is required by the terms of the leave or by applicable law. But your Service terminates when the approved leave ends, unless you immediately return to active work.

	If you go on a leave of absence, then the vesting schedule specified in the Notice of Restricted Stock Award may be adjusted in accordance with the Company's leave of absence policy or the terms of your leave. If you commence working on a part-time basis, then the vesting schedule specified in the Notice of Restricted Stock Award may be adjusted in accordance with the Company's part-time work policy or the terms of an agreement between you and the Company pertaining to your part-time schedule.
Stock Certificates or Book Entry Form	The Restricted Shares will be evidenced by either stock certificates or book entries on the Company's stock transfer records pending expiration of the restrictions thereon. If you are issued certificates for the Restricted Shares, the certificates will have stamped on them a special legend referring to the forfeiture restrictions. In addition to or in lieu of imposing the legend, the Company may hold the certificates in escrow. As your vested percentage increases, you may request (at reasonable intervals) that the Company release to you a non-legended certificate for your vested Shares.
Shareholder Rights	During the period of time between the Grant Date and the date the Restricted Shares become vested, you will have all the rights of a shareholder with respect to the Restricted Shares except for the right to transfer the Restricted Shares, as set forth above. Accordingly, you will have the right to vote the Restricted Shares and to receive any cash dividends paid with respect to the Restricted Shares.
Withholding Taxes and Stock Withholding	Regardless of any action the Company and/or the Subsidiary or Affiliate employing you ("**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("**Tax-Related Items**"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or your Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Shares received under this Award, including the award or vesting of such Shares, the subsequent sale of Shares under this Award and the receipt of any dividends; and (2) do not commit to structure the terms of the award to reduce or eliminate your liability for Tax-Related Items. No stock certificates will be released to you or no notations on any Restricted Shares issued in book-entry form will be removed, as applicable, unless you have paid or made adequate arrangements satisfactory to the Company and/or your Employer to satisfy all withholding and payment on account obligations of the Company and/or your Employer. In this regard, you authorize the Company and/or your Employer to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation

	paid to you by the Company and/or your Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be delivered to you when they vest having a Fair Market Value equal to the amount necessary to satisfy the maximum legally required tax withholding, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization), or (c) any other arrangement approved by the Committee. The Fair Market Value of the Shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied as a credit against the withholding taxes. Finally, you will pay to the Company or your Employer any amount of Tax-Related Items that the Company or your Employer may be required to withhold as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to deliver the Shares if you fail to comply with your obligations in connection with the Tax-Related Items as described in this section.
Restrictions on Resale	You agree not to sell any Shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
No Retention Rights	Neither this Award nor this Agreement gives you the right to be employed or retained by the Company or any Subsidiary or Affiliate of the Company in any capacity. The Company and its Subsidiaries and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	The number of Restricted Shares covered by this Award will be subject to adjustment in the event of a stock split, a stock dividend or a similar change in Shares, and in other circumstances, as set forth in the Plan. The forfeiture provisions and restrictions described above will apply to all new, substitute or additional restricted shares or securities to which you are entitled by reason of this Award.
Successors and Assigns	Except as otherwise provided in the Plan or this Agreement, every term of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, legal representatives, successors, transferees and assigns.

Notice	Any notice required or permitted under this Agreement will be given in writing and will be deemed effectively given upon the earliest of personal delivery, receipt or the third (3rd) full day following mailing with postage and fees prepaid, addressed to the other party hereto at the address last known in the Company's records or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.
Applicable Law and Choice of Venue	This Agreement will be interpreted and enforced under the laws of the State of California without application of the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that any such litigation will be conducted only in the courts of California, or the federal courts of the United States located in California and no other courts.
Miscellaneous	You understand and acknowledge that (1) the Plan is entirely discretionary, (2) the Company and your Employer have reserved the right to amend, suspend or terminate the Plan at any time, (3) the grant of this Award does not in any way create any contractual or other right to receive additional grants of awards (or benefits in lieu of awards) at any time or in any amount and (4) all determinations with respect to any additional grants, including (without limitation) the times when awards will be granted, the number of Shares subject to awards, the purchase price and the vesting schedule, will be at the sole discretion of the Company. The value of this Award will be an extraordinary item of compensation outside the scope of your employment contract, if any, and will not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. You understand and acknowledge that participation in the Plan ceases upon termination of your Service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement. You hereby authorize and direct your Employer to disclose to the Company or any Subsidiary or Affiliate any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your Employer deems necessary or appropriate to facilitate the administration of the Plan.

You consent to the collection, use and transfer of personal data as described in this subsection. You understand and acknowledge that the Company, your Employer and the Company's other Subsidiaries and Affiliates hold certain personal information regarding you for the purpose of managing and administering the Plan, including (without limitation) your name, home address, telephone number, date of birth, social insurance or other government identification number, salary, nationality, job title, any Shares or directorships held in the Company and details of all awards or any other entitlements to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor (the "**Data**"). You further understand and acknowledge that the Company, its Subsidiaries and/or its Affiliates will transfer Data among themselves as necessary for the purpose of implementation, administration and management of your participation in the Plan and that the Company and/or any Subsidiary may each further transfer Data to any third party assisting the Company in the implementation, administration and management of the Plan. You understand and acknowledge that the recipients of Data may be located in the United States or elsewhere, and that the laws of a recipient's country of operation (e.g., the United States) may not have equivalent privacy protections as local laws where you reside or work. You authorize such recipients to receive, possess, use, retain and transfer Data, in electronic or other form, for the purpose of administering your participation in the Plan, including a transfer to any broker or other third party with whom you elect to deposit Shares acquired under the Plan of such Data as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf. You may, at any time, view the Data, require any necessary modifications of Data, make inquiries about the treatment of Data or withdraw the consents set forth in this subsection by contacting the Human Resources Department of the Company in writing.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Exhibit 10.4

EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "**Agreement**"), dated as of December 23, 2020, is by and between Vincera Pharma, Inc., a Delaware corporation (the "**Company**"), and Ahmed Hamdy MD ("**Executive**").

WHEREAS, the Company wishes to retain the services of Executive and Executive wishes to be employed by the Company on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Company has entered into that certain Merger Agreement, dated as of September 25, 2020 (the "**Merger Agreement**"), with LifeSci Acquisition Corp. ("**LSAC**"), LifeSci Acquisition Merger Sub, Inc. and Raquel Izumi, as representative of the stockholders of the Company, pursuant to which LSAC shall acquire all of the outstanding shares of the Company, the Company shall become a wholly owned subsidiary of LSAC, and LSAC shall change its name to "Vincera Pharma, Inc."; and

WHEREAS, this Agreement, and the PIIA and Arbitration Agreement (as such terms are defined below), shall become effective (the "**Effective Date**") upon the Closing (as defined in the Merger Agreement), and the parties hereto agree that upon the Closing the term "Company," for all purposes of this Agreement, the PIIA and the Arbitration Agreement, and as Executive's employer of record, shall refer to LSAC as so renamed as Vincera Pharma, Inc.;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, and the respective covenants, agreements and undertakings set forth herein, the Company and Executive agree as follows:

1. Employment.

(a) Title; Duties. Executive shall serve as the Chairman, President and Chief Executive Officer of the Company and shall have such authority and responsibilities, and perform such duties, as may be consistent with such title and position as may be determined and assigned by Board of Directors of the Company (the "**Board**").

(b) Time and Effort. Executive agrees to devote substantially all of his normal business efforts and time during normal business hours to the performance of Executive's duties hereunder and such other duties consistent with such title and position as may reasonably be determined and assigned by the Board. During the term of this Agreement, Executive shall not engage in any other employment, occupation, consulting or other business activity that competes with the business of the Company or engage in any other activities that conflict or interfere with Executive's obligations under this Agreement.

(c) Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party as provided in Section 5 hereof.

2. Compensation; Benefits.

(a) Base Salary. Executive shall be paid an annual base salary of $460,000 (the "**Base Salary**"), payable in accordance with the Company's standard payroll practices. Executive's Base Salary shall be reviewed by the Board periodically (but no less than annually) for possible increase (but not decrease) in light of Executive's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. If Executive's Base Salary is increased from time to time, the most recent higher level shall be deemed to be the Base Salary from that point until otherwise increased (but not decreased).

(b) Bonus Plans. Executive shall be entitled to participate in the Company's annual performance bonus plan at a level appropriate for the position and duties of Executive and subject to the terms and conditions established by the Board for such bonus plan. Bonuses will be paid annually based on both the success of the Company in meeting its goals and Executive's individual performance. Executive's annual target performance bonus will be equal to thirty-five percent (35%) of the then applicable Base Salary, subject to increase (but not decrease) in light of Executive's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. Except as otherwise provided in this Agreement, Executive must be employed by the Company through the last day of the period to which the bonus relates and on the date on which bonuses are paid in order to be eligible to receive a bonus. Executive shall be entitled to participate in such other bonus plans as may be established by the Company from time to time for executives of the Company at a level appropriate for the position and duties of Executive. The determination whether to establish, amend or discontinue, and the terms and conditions of, any Company bonus plans shall be within the sole discretion of the Board.

(c) Equity Awards. Subject to approval by the Board, Executive shall be eligible to be granted an incentive or non-statutory stock option (the "**Option**") in the future under the Company's 2020 Stock Incentive Plan (the "**Plan**"), as determined by the Board.

(d) Vacation. Executive shall be entitled to annual paid vacation time of five (5) weeks, to be taken at such time or times as Executive may select, consistent with his obligations hereunder.

(e) Other Employee Benefits. Executive shall be entitled to participate in any Company-sponsored benefit plans and programs sponsored by the Company, including medical, dental, life and disability insurance, holidays and other perquisites, at a level appropriate for Executive's position and duties and to the extent that the Company makes such benefits generally available to executives of the Company. Executive's eligibility to receive such benefits shall be subject in each case to the generally applicable terms and conditions for the benefits in question. The Company may from time to time, in its sole discretion, amend, adjust or discontinue the benefits available to the Company's executives and employees.

(f) Business Expenses. The Company shall reimburse Executive for all reasonable and customary expenses incurred by Executive in connection with the performance of Executive's duties hereunder, all in accordance with the Company's expense reimbursement policy as in effect from time to time. Such reimbursement shall be paid promptly following Executive's satisfaction of the requirements for expense reimbursement under the Company's expense reimbursement policy but in no event later than the end of the calendar month following the calendar month in which satisfaction of such requirements occurred.

(g) Withholding, Taxes, Etc. All forms of compensation payable pursuant to this Agreement shall be subject to reduction to reflect applicable withholding and payroll taxes and all other deductions required by law.

3. Proprietary Information and Inventions Agreement. As a condition of Executive's employment, Executive shall be required to sign and comply with the Proprietary Information and Inventions Agreement attached hereto as Exhibit A (the "**PIIA**"), which requires, among other things, the assignment of rights to any inventions made during Executive's employment and non-disclosure of confidential information.

4. Indemnification; D&O Insurance. Executive shall be entitled to indemnification, advancement of expenses and limitation of liability to the fullest extent permitted by law and on terms no less favorable than those provided to other officers and directors of the Company, including entering into any form of indemnification or similar agreement providing for such rights that is entered into with other officers and directors of the Company. In addition, the Company shall obtain and maintain a director and officer insurance policy with coverage and other terms comparable to those for similar companies in the industry and take such action as may be necessary to ensure that Executive is covered by such policy for acts or omissions occurring during his employment.

5. At-Will Employment; Termination of Employment.

(a) At-Will Employment. Executive's employment with the Company under this Agreement is employment "at-will." Executive may terminate his employment with the Company at any time and for any reason whatsoever (or no reason) simply by providing written notice to the Company. Likewise, the Company may terminate Executive's employment at any time, upon sixty (60) days' written notice to Executive.

(b) Termination for Cause or Resignation without Good Reason. If Executive's employment is terminated by the Company for Cause (as defined below) or as a result of the resignation by Executive without Good Reason (as defined below), the Company shall pay Executive (i) unpaid Base Salary accrued up to the date of termination, (ii) accrued but unused vacation, (iii) benefits payable to Executive pursuant to the terms and conditions of any benefit plan or program in which Executive participated during the term of his employment, the right to which was vested on the date of his termination under the terms and conditions of such plans and programs, and (iv) unreimbursed business expenses (collectively, the "**Accrued Compensation**"). Payment of the Accrued Compensation shall be made upon the date of termination, except as may otherwise be provided under the terms of any applicable benefit plan or program.

(c) Termination without Cause or Resignation for Good Reason. If Executive's employment is terminated by the Company without Cause or Executive resigns for Good Reason, the Company shall pay Executive the Accrued Compensation and shall provide the additional payments and benefits set forth in this Section 5(c). As a condition to such additional payments and benefits, Executive must execute a full release of claims in a form satisfactory to the Company (the "**Release**"), which Release shall not be revoked and shall become fully effective and irrevocable within sixty (60) days of Executive's termination, or such earlier deadline required by the Release (such deadline, the "**Release Deadline**").

(i) The Company shall pay to Executive, on the Release Deadline, a lump sum amount (less applicable payroll deductions) equal to (A) one and one-half (1-1/2) times his then current Base Salary, and (B) one and one-half (1-1/2) times his then current target bonus for the fiscal year in which such termination occurred as if the Company and Executive had fully achieved all applicable performance goals at their target level and remained employed through the date necessary to receive and fully earn payment of such bonus.

(ii) The vesting of all outstanding stock options, restricted stock units, restricted stock or other compensation based equity awards then held by Executive (the "**Equity Awards**") that are subject to time-based vesting shall be accelerated so that the number of shares vested under such Equity Awards shall equal that number of shares that would have been vested if Executive had continued to render employment services to the Company for a period of twelve (12) continuous months following the date of Executive's termination. The vesting of Equity Awards that are subject to performance-based vesting shall accelerate only to the extent provided in the applicable award agreement. In addition, the period following such termination in which vested stock options or similar Equity Awards may be exercised shall be not be less than three (3) months following such termination.

(iii) Until the earlier of eighteen (18) months following the date of termination or the date Executive becomes eligible for group health insurance coverage through a new employer, if Executive elects to continue health insurance coverage under the Consolidated Budget Reconciliation Act of 1985, as amended ("**COBRA**"), then so long as Executive is paying COBRA premiums, and beginning in the month following Executive's termination (or, if later, the Release Deadline, with a catch-up payment for payments deferred pending the Release Deadline), the Company shall pay Executive a monthly payment equal to the amount that was paid by the Company for such coverage as of the date of termination and any increases in such premiums during such period that may be required to maintain the same level of coverage. Executive shall be responsible for filing any necessary paperwork for COBRA coverage, paying all premiums and providing the Company with appropriate evidence of such premium payments.

(d) Executive's Death or Disability. If Executive's employment is terminated as a result of Executive's death or Disability (as defined below), the Company shall pay Executive or, in the case of death, Executive's surviving designated beneficiary (or, if none, Executive's estate) the Accrued Compensation and shall provide the additional payments and benefits set forth in Section 5(c) hereof.

(e) Impact of Change in Control.

(i) If Executive's employment is terminated by the Company without Cause or Executive resigns for Good Reason within three months prior to, or within 12 months following, the consummation of a Change in Control of the Company, Executive shall be entitled to receive the Accrued Compensation and the additional payments and benefits set forth in Section 5(c) hereof on the same terms and conditions, including the execution and effectiveness of the Release by the Release Deadline, provided that all Equity Awards subject to time-based vesting then held by Executive shall vest with respect to 100% of the shares underlying such Equity Awards with such additional acceleration effective on the Release Deadline following the later of such termination or the consummation of the Change in Control.

(ii) In the event that the payments and other benefits provided for in this Agreement or otherwise payable to Executive constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), Executive's payments and benefits under this Agreement shall be either (A) delivered in full or (B) delivered as to such lesser extent as would result in no portion of such payments and benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis of the greatest amount of payments and benefits, notwithstanding that all or some portion of such payments and benefits may be taxable under Section 4999 of the Code.

(iii) Unless the Company and Executive otherwise agree in writing, any determination required under subsection (ii) above shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 5(e)(iii), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make such determination. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5(e)(iii). Any reduction in payments or benefits required by this Section 5(e)(iii) shall occur in a manner necessary to provide Executive with the greatest economic benefit. If more than one manner of reduction of payments or benefits yields the greatest economic benefit, the payments and benefits shall be reduced pro rata, provided that the reduction shall be applied first to any payments or benefits that are not subject to Section 409A and then shall be applied to payments or benefits (if any) that are subject to Section 409A, with the payments or benefits payable latest in time subject to reduction first. To the extent required to avoid a violation of Section 409A of the Code, in no event shall the Company or Executive exercise any discretion with respect to the ordering of any reduction of payments or benefits pursuant to this Section 5(e)(iii).

(f) Definitions. For purposes of this Agreement:

(i) "**Cause**" shall mean the good faith determination by the Board that one of the following events has occurred following the Effective Date: (A) conviction of, or plea of *nolo contendere* to, any felony or crime of moral turpitude; (B) act of fraud, theft or embezzlement with respect to the Company; (C) willful failure to substantially perform his duties or comply with lawful Company policies or Board instructions (other than as a result of Executive's mental or physical disability) that causes material harm to the Company (after written notice thereof and a reasonable opportunity to remedy such failure); (D) willful breach of fiduciary duty that causes material harm to the Company; or (E) willful and material breach of this Agreement or the PIIA (after written notice thereof and a reasonable opportunity to remedy such breach).

(ii) "**Change in Control**" shall be as defined in the Plan.

(iii) "**Disability**" shall mean the inability of Executive, with reasonable accommodation, to perform the essential functions of Executive's position and duties for at least 180 consecutive days.

(iv) "**Good Reason**" shall mean any action by the Company (or its successors or acquirers) that, without the written consent of Executive, results in any of the following, provided that Executive provides notice to the Company within ninety (90) days of the initial occurrence of any such action, such action is not cured by the Company within thirty (30) days of such notice and Executive resigns within sixty (60) days following expiration of the cure period: (A) a material diminishment in Executive's title, authority, duties or responsibilities (other than a mere change in title following a Change in Control to a substantially similar position with a successor or acquirer); (B) a material reduction in Executive's base compensation or target bonus; (C) a material reduction in Executive's participation in bonus, incentive or other benefit plans or programs or other action that materially and adversely affects Executive's working conditions, in each case in a manner that affects Executive disproportionately to that of other comparable executives; (D) following a Change in Control, a change in the principal work site of Executive by more than fifty (50) miles; (E) a material breach by the Company of the terms of this Agreement or any Equity Award agreement after written notice thereof and a reasonable opportunity to remedy such breach; or (F) the failure of any successor or acquirer of the Company to assume the Company's obligations under this Agreement.

(g) Section 409A.

(i) Payments and benefits under this Agreement are intended to be exempt from the definition of "nonqualified deferred compensation" under Section 409A of the Code and the regulations promulgated thereunder ("**Section 409A**") to the maximum extent possible. If any payments or benefits under this Agreement are or become subject to Section 409A, the relevant provisions of this Agreement are intended to comply with the applicable requirements of Section 409A with respect to such payments or benefits and shall be interpreted and administered consistent with this intent.

(ii) Each payment under this Agreement that is made in a series of scheduled installments shall be deemed a separate payment for purposes of Section 409A. Executive's date of termination for purposes of determining the date that any payment or benefit is to be paid under this Agreement, and for purposes of determining whether Executive is a "**Specified Employee**" (within the meaning of Section 409A, as determined by the Company) on the date of termination, shall be the date on which Executive has incurred a "separation from service" within the meaning of Section 409A. If any payment or benefit provided pursuant to this Agreement provides for a "deferral of compensation" within the meaning of Section 409A, (A) the amount of the payment or benefit provided thereunder in any given calendar year shall not affect the amount of such payment or benefit provided in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (B) any portion of such payment or benefit provided in the form of a reimbursement shall be paid to Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (C) such payment or benefit shall not be subject to liquidation or exchange for any other benefit.

(iii) Notwithstanding anything in this Agreement or elsewhere to the contrary, if the Company is a public company on the date of Executive's termination and Executive is a Specified Employee" (as determined by the Company) on such termination date, and the Company reasonably determines that any payment or benefit under this Agreement on account of such separation from service, constitutes nonqualified deferred compensation that will subject Executive to "additional tax" under Section 409A(a)(1)(B) of the Code (together with any interest or penalties imposed with respect to, or in connection with, such tax, a "**409A Tax**") with respect to the payment of such amount or the provision of such benefit if paid or provided at the time specified in the Agreement, then the payment or provision thereof shall be made (without interest) on the first business day of the seventh month following the date of termination or, if earlier, the date of Executive's death (the "**Delayed Payment Date**"). The Company and Executive may agree to take other actions to avoid the imposition of a 409A Tax at such time and in such manner as permitted under Section 409A. In the event that this section requires a delay of any payment, such payment shall be accumulated and paid in a single lump sum (without interest) on the Delayed Payment Date.

6. Miscellaneous.

(a) Governing Law. This Agreement and the resolution of any dispute arising out of, related to, or in any way connected with, this Agreement, Executive's employment with the Company or the termination of such employment shall be governed by the laws of the State of California, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. To the extent not subject to arbitration as described below, the parties consent to the jurisdiction of all federal and state courts in California, and agree that venue shall lie exclusively in Santa Clara County, California. If any party brings any suit, action, counterclaim or arbitration to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court or arbitration costs.

(b) Arbitration. The Company believes that arbitration is the most fair and efficient way to resolve workplace disputes. It is therefore a condition to Executive's employment that Executive execute and deliver to the Company the Agreement to Arbitrate ("**Arbitration Agreement**"), in the form attached hereto as Exhibit B. As more fully set forth in the Arbitration Agreement, by signing the Arbitration Agreement, both the Company and Executive agree that, to the fullest extent permitted by law and except as otherwise noted in the Arbitration Agreement, any and all disputes relating in any way to this Agreement, Executive's employment with the Company or the termination of such employment shall be submitted exclusively to final and binding individual arbitration.

(c) Assignment. This Agreement and all rights hereunder shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective personal or legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors and permitted assigns. This Agreement is personal in nature, and neither of the parties to this Agreement shall, without the written consent of the other, assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity; provided, however, that the Company may assign this Agreement without the consent of Executive in connection with any merger, consolidation or other sale or transfer of substantially all of its assets or business provided that the assignee or successor-in-interest to the Company assumes all obligations of the Company under this Agreement. If Executive should die while any amounts are still payable to Executive as provided in this Agreement, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's designated beneficiary or, if there be no such designee, to Executive's estate.

(d) Notices. All notices provided for or permitted to be given pursuant to this Agreement must be in writing. All notices shall be given to the other party by personal delivery, overnight courier (with receipt signature) or facsimile or email transmission (with confirmation of transmission) to the Company or Executive at the Company's principal executive offices if to the Company or to the residential address of Executive as contained in Executive's personnel file if to Executive. Each such notice shall be deemed effective upon the date of actual receipt in the case of personal delivery, receipt signature in the case of overnight courier or confirmation of transmission in the case of facsimile or email.

(e) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision. The remainder of this Agreement shall be interpreted so as best to effect the intent of the Company and Executive, and the parties shall use their best efforts to find an alternative way to achieve the same result.

(f) Integration. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes, merges and voids all prior or contemporaneous agreements with respect to such subject matter, whether written or oral.

(g) Amendments and Waivers. No amendment, modification or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any provision of this Agreement by the other party will be considered a waiver of any other provision or of the same provision at another time.

(h) Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

[*signatures on following page*]

VINCERA PHARMA, INC.

By /s/ Raquel E. Izumi
Raquel Izumi, PhD
Chief Operations Officer

EXECUTIVE

/s/ Ahmed Hamdy
Ahmed Hamdy, MD

Exhibit 10.5

EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "**Agreement**"), dated as of December 23, 2020, is by and between Vincera Pharma, Inc., a Delaware corporation (the "**Company**"), and Raquel Izumi PhD ("**Executive**").

WHEREAS, the Company wishes to retain the services of Executive and Executive wishes to be employed by the Company on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Company has entered into that certain Merger Agreement, dated as of September 25, 2020 (the "**Merger Agreement**"), with LifeSci Acquisition Corp. ("**LSAC**"), LifeSci Acquisition Merger Sub, Inc. and Raquel Izumi, as representative of the stockholders of the Company, pursuant to which LSAC shall acquire all of the outstanding shares of the Company, the Company shall become a wholly owned subsidiary of LSAC, and LSAC shall change its name to "Vincera Pharma, Inc."; and

WHEREAS, this Agreement, and the PIIA and Arbitration Agreement (as such terms are defined below), shall become effective (the "**Effective Date**") upon the Closing (as defined in the Merger Agreement), and the parties hereto agree that upon the Closing the term "Company," for all purposes of this Agreement, the PIIA and the Arbitration Agreement, and as Executive's employer of record, shall refer to LSAC as so renamed as Vincera Pharma, Inc.;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, and the respective covenants, agreements and undertakings set forth herein, the Company and Executive agree as follows:

1. Employment.

(a) Title; Duties. Executive shall serve as the Chief Operations Officer of the Company and shall have such authority and responsibilities, and perform such duties, as may be consistent with such title and position as may be determined and assigned by the Chief Executive Officer of the Company (the "**CEO**").

(b) Time and Effort. Executive agrees to devote substantially all of her normal business efforts and time during normal business hours to the performance of Executive's duties hereunder and such other duties consistent with such title and position as may reasonably be determined and assigned by the CEO. During the term of this Agreement, Executive shall not engage in any other employment, occupation, consulting or other business activity that competes with the business of the Company or engage in any other activities that conflict or interfere with Executive's obligations under this Agreement.

(c) Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party as provided in Section 5 hereof.

2. Compensation; Benefits.

(a) Base Salary. Executive shall be paid an annual base salary of $430,000 (the "**Base Salary**"), payable in accordance with the Company's standard payroll practices. Executive's Base Salary shall be reviewed by the Board of Directors of the Company (the "**Board**") periodically (but no less than annually) for possible increase (but not decrease) in light of Executive's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. If Executive's Base Salary is increased from time to time, the most recent higher level shall be deemed to be the Base Salary from that point until otherwise increased (but not decreased).

(b) Bonus Plans. Executive shall be entitled to participate in the Company's annual performance bonus plan at a level appropriate for the position and duties of Executive and subject to the terms and conditions established by the Board for such bonus plan. Bonuses will be paid annually based on both the success of the Company in meeting its goals and Executive's individual performance. Executive's annual target performance bonus will be equal to thirty percent (30%) of the then applicable Base Salary, subject to increase (but not decrease) in light of Executive's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. Except as otherwise provided in this Agreement, Executive must be employed by the Company through the last day of the period to which the bonus relates and on the date on which bonuses are paid in order to be eligible to receive a bonus. Executive shall be entitled to participate in such other bonus plans as may be established by the Company from time to time for executives of the Company at a level appropriate for the position and duties of Executive. The determination whether to establish, amend or discontinue, and the terms and conditions of, any Company bonus plans shall be within the sole discretion of the Board.

(c) Equity Awards. Subject to approval by the Board, Executive shall be eligible to be granted an incentive or non-statutory stock option (the "**Option**") in the future under the Company's 2020 Stock Incentive Plan (the "**Plan**"), as determined by the Board.

(d) Vacation. Executive shall be entitled to annual paid vacation time of five (5) weeks, to be taken at such time or times as Executive may select, consistent with her obligations hereunder.

(e) Other Employee Benefits. Executive shall be entitled to participate in any Company-sponsored benefit plans and programs sponsored by the Company, including medical, dental, life and disability insurance, holidays and other perquisites, at a level appropriate for Executive's position and duties and to the extent that the Company makes such benefits generally available to executives of the Company. Executive's eligibility to receive such benefits shall be subject in each case to the generally applicable terms and conditions for the benefits in question. The Company may from time to time, in its sole discretion, amend, adjust or discontinue the benefits available to the Company's executives and employees.

(f) Business Expenses. The Company shall reimburse Executive for all reasonable and customary expenses incurred by Executive in connection with the performance of Executive's duties hereunder, all in accordance with the Company's expense reimbursement policy as in effect from time to time. Such reimbursement shall be paid promptly following Executive's satisfaction of the requirements for expense reimbursement under the Company's expense reimbursement policy but in no event later than the end of the calendar month following the calendar month in which satisfaction of such requirements occurred.

(g) Withholding, Taxes, Etc. All forms of compensation payable pursuant to this Agreement shall be subject to reduction to reflect applicable withholding and payroll taxes and all other deductions required by law.

3. Proprietary Information and Inventions Agreement. As a condition of Executive's employment, Executive shall be required to sign and comply with the Proprietary Information and Inventions Agreement attached hereto as Exhibit A (the "**PIIA**"), which requires, among other things, the assignment of rights to any inventions made during Executive's employment and non-disclosure of confidential information.

4. Indemnification; D&O Insurance. Executive shall be entitled to indemnification, advancement of expenses and limitation of liability to the fullest extent permitted by law and on terms no less favorable than those provided to other officers and directors of the Company, including entering into any form of indemnification or similar agreement providing for such rights that is entered into with other officers and directors of the Company. In addition, the Company shall obtain and maintain a director and officer insurance policy with coverage and other terms comparable to those for similar companies in the industry and take such action as may be necessary to ensure that Executive is covered by such policy for acts or omissions occurring during her employment.

5. At-Will Employment; Termination of Employment.

(a) At-Will Employment. Executive's employment with the Company under this Agreement is employment "at-will." Executive may terminate her employment with the Company at any time and for any reason whatsoever (or no reason) simply by providing written notice to the Company. Likewise, the Company may terminate Executive's employment at any time, upon sixty (60) days' written notice to Executive.

(b) Termination for Cause or Resignation without Good Reason. If Executive's employment is terminated by the Company for Cause (as defined below) or as a result of the resignation by Executive without Good Reason (as defined below), the Company shall pay Executive (i) unpaid Base Salary accrued up to the date of termination, (ii) accrued but unused vacation, (iii) benefits payable to Executive pursuant to the terms and conditions of any benefit plan or program in which Executive participated during the term of her employment, the right to which was vested on the date of her termination under the terms and conditions of such plans and programs, and (iv) unreimbursed business expenses (collectively, the "**Accrued Compensation**"). Payment of the Accrued Compensation shall be made upon the date of termination, except as may otherwise be provided under the terms of any applicable benefit plan or program.

(c) Termination without Cause or Resignation for Good Reason. If Executive's employment is terminated by the Company without Cause or Executive resigns for Good Reason, the Company shall pay Executive the Accrued Compensation and shall provide the additional payments and benefits set forth in this Section 5(c). As a condition to such additional payments and benefits, Executive must execute a full release of claims in a form satisfactory to the Company (the "**Release**"), which Release shall not be revoked and shall become fully effective and irrevocable within sixty (60) days of Executive's termination, or such earlier deadline required by the Release (such deadline, the "**Release Deadline**").

(i) The Company shall pay to Executive, on the Release Deadline, a lump sum amount (less applicable payroll deductions) equal to (A) one and one-half (1-1/2) times her then current Base Salary, and (B) one and one-half (1-1/2) times her then current target bonus for the fiscal year in which such termination occurred as if the Company and Executive had fully achieved all applicable performance goals at their target level and remained employed through the date necessary to receive and fully earn payment of such bonus.

(ii) The vesting of all outstanding stock options, restricted stock units, restricted stock or other compensation based equity awards then held by Executive (the "**Equity Awards**") that are subject to time-based vesting shall be accelerated so that the number of shares vested under such Equity Awards shall equal that number of shares that would have been vested if Executive had continued to render employment services to the Company for a period of twelve (12) continuous months following the date of Executive's termination. The vesting of Equity Awards that are subject to performance-based vesting shall accelerate only to the extent provided in the applicable award agreement. In addition, the period following such termination in which vested stock options or similar Equity Awards may be exercised shall be not be less than three (3) months following such termination.

(iii) Until the earlier of eighteen (18) months following the date of termination or the date Executive becomes eligible for group health insurance coverage through a new employer, if Executive elects to continue health insurance coverage under the Consolidated Budget Reconciliation Act of 1985, as amended ("**COBRA**"), then so long as Executive is paying COBRA premiums, and beginning in the month following Executive's termination (or, if later, the Release Deadline, with a catch-up payment for payments deferred pending the Release Deadline), the Company shall pay Executive a monthly payment equal to the amount that was paid by the Company for such coverage as of the date of termination and any increases in such premiums during such period that may be required to maintain the same level of coverage. Executive shall be responsible for filing any necessary paperwork for COBRA coverage, paying all premiums and providing the Company with appropriate evidence of such premium payments.

(d) Executive's Death or Disability. If Executive's employment is terminated as a result of Executive's death or Disability (as defined below), the Company shall pay Executive or, in the case of death, Executive's surviving designated beneficiary (or, if none, Executive's estate) the Accrued Compensation and shall provide the additional payments and benefits set forth in Section 5(c) hereof.

(e) Impact of Change in Control.

(i) If Executive's employment is terminated by the Company without Cause or Executive resigns for Good Reason within three months prior to, or within 12 months following, the consummation of a Change in Control of the Company, Executive shall be entitled to receive the Accrued Compensation and the additional payments and benefits set forth in Section 5(c) hereof on the same terms and conditions, including the execution and effectiveness of the Release by the Release Deadline, provided that all Equity Awards subject to time-based vesting then held by Executive shall vest with respect to 100% of the shares underlying such Equity Awards with such additional acceleration effective on the Release Deadline following the later of such termination or the consummation of the Change in Control.

(ii) In the event that the payments and other benefits provided for in this Agreement or otherwise payable to Executive constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), Executive's payments and benefits under this Agreement shall be either (A) delivered in full or (B) delivered as to such lesser extent as would result in no portion of such payments and benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis of the greatest amount of payments and benefits, notwithstanding that all or some portion of such payments and benefits may be taxable under Section 4999 of the Code.

(iii) Unless the Company and Executive otherwise agree in writing, any determination required under subsection (ii) above shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 5(e)(iii), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make such determination. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5(e)(iii). Any reduction in payments or benefits required by this Section 5(e)(iii) shall occur in a manner necessary to provide Executive with the greatest economic benefit. If more than one manner of reduction of payments or benefits yields the greatest economic benefit, the payments and benefits shall be reduced pro rata, provided that the reduction shall be applied first to any payments or benefits that are not subject to Section 409A and then shall be applied to payments or benefits (if any) that are subject to Section 409A, with the payments or benefits payable latest in time subject to reduction first. To the extent required to avoid a violation of Section 409A of the Code, in no event shall the Company or Executive exercise any discretion with respect to the ordering of any reduction of payments or benefits pursuant to this Section 5(e)(iii).

(f) Definitions. For purposes of this Agreement:

(i) "**Cause**" shall mean the good faith determination by the Board that one of the following events has occurred following the Effective Date: (A) conviction of, or plea of *nolo contendere* to, any felony or crime of moral turpitude; (B) act of fraud, theft or embezzlement with respect to the Company; (C) willful failure to substantially perform her duties or comply with lawful Company policies or Board instructions (other than as a result of Executive's mental or physical disability) that causes material harm to the Company (after written notice thereof and a reasonable opportunity to remedy such failure); (D) willful breach of fiduciary duty that causes material harm to the Company; or (E) willful and material breach of this Agreement or the PIIA (after written notice thereof and a reasonable opportunity to remedy such breach).

(ii) "**Change in Control**" shall be as defined in the Plan.

(iii) "**Disability**" shall mean the inability of Executive, with reasonable accommodation, to perform the essential functions of Executive's position and duties for at least 180 consecutive days.

(iv) "**Good Reason**" shall mean any action by the Company (or its successors or acquirers) that, without the written consent of Executive, results in any of the following, provided that Executive provides notice to the Company within ninety (90) days of the initial occurrence of any such action, such action is not cured by the Company within thirty (30) days of such notice and Executive resigns within sixty (60) days following expiration of the cure period: (A) a material diminishment in Executive's title, authority, duties or responsibilities (other than a mere change in title following a Change in Control to a substantially similar position with a successor or acquirer); (B) a material reduction in Executive's base compensation or target bonus; (C) a material reduction in Executive's participation in bonus, incentive or other benefit plans or programs or other action that materially and adversely affects Executive's working conditions, in each case in a manner that affects Executive disproportionately to that of other comparable executives; (D) following a Change in Control, a change in the principal work site of Executive by more than fifty (50) miles; (E) a material breach by the Company of the terms of this Agreement or any Equity Award agreement after written notice thereof and a reasonable opportunity to remedy such breach; or (F) the failure of any successor or acquirer of the Company to assume the Company's obligations under this Agreement.

(g) Section 409A.

(i) Payments and benefits under this Agreement are intended to be exempt from the definition of "nonqualified deferred compensation" under Section 409A of the Code and the regulations promulgated thereunder ("**Section 409A**") to the maximum extent possible. If any payments or benefits under this Agreement are or become subject to Section 409A, the relevant provisions of this Agreement are intended to comply with the applicable requirements of Section 409A with respect to such payments or benefits and shall be interpreted and administered consistent with this intent.

(ii) Each payment under this Agreement that is made in a series of scheduled installments shall be deemed a separate payment for purposes of Section 409A. Executive's date of termination for purposes of determining the date that any payment or benefit is to be paid under this Agreement, and for purposes of determining whether Executive is a "**Specified Employee**" (within the meaning of Section 409A, as determined by the Company) on the date of termination, shall be the date on which Executive has incurred a "separation from service" within the meaning of Section 409A. If any payment or benefit provided pursuant to this Agreement provides for a "deferral of compensation" within the meaning of Section 409A, (A) the amount of the payment or benefit provided thereunder in any given calendar year shall not affect the amount of such payment or benefit provided in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (B) any portion of such payment or benefit provided in the form of a reimbursement shall be paid to Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (C) such payment or benefit shall not be subject to liquidation or exchange for any other benefit.

(iii) Notwithstanding anything in this Agreement or elsewhere to the contrary, if the Company is a public company on the date of Executive's termination and Executive is a Specified Employee" (as determined by the Company) on such termination date, and the Company reasonably determines that any payment or benefit under this Agreement on account of such separation from service, constitutes nonqualified deferred compensation that will subject Executive to "additional tax" under Section 409A(a)(1)(B) of the Code (together with any interest or penalties imposed with respect to, or in connection with, such tax, a "**409A Tax**") with respect to the payment of such amount or the provision of such benefit if paid or provided at the time specified in the Agreement, then the payment or provision thereof shall be made (without interest) on the first business day of the seventh month following the date of termination or, if earlier, the date of Executive's death (the "**Delayed Payment Date**"). The Company and Executive may agree to take other actions to avoid the imposition of a 409A Tax at such time and in such manner as permitted under Section 409A. In the event that this section requires a delay of any payment, such payment shall be accumulated and paid in a single lump sum (without interest) on the Delayed Payment Date.

6. Miscellaneous.

(a) Governing Law. This Agreement and the resolution of any dispute arising out of, related to, or in any way connected with, this Agreement, Executive's employment with the Company or the termination of such employment shall be governed by the laws of the State of California, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. To the extent not subject to arbitration as described below, the parties consent to the jurisdiction of all federal and state courts in California, and agree that venue shall lie exclusively in Santa Clara County, California. If any party brings any suit, action, counterclaim or arbitration to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court or arbitration costs.

(b) Arbitration. The Company believes that arbitration is the most fair and efficient way to resolve workplace disputes. It is therefore a condition to Executive's employment that Executive execute and deliver to the Company the Agreement to Arbitrate ("**Arbitration Agreement**"), in the form attached hereto as Exhibit B. As more fully set forth in the Arbitration Agreement, by signing the Arbitration Agreement, both the Company and Executive agree that, to the fullest extent permitted by law and except as otherwise noted in the Arbitration Agreement, any and all disputes relating in any way to this Agreement, Executive's employment with the Company or the termination of such employment shall be submitted exclusively to final and binding individual arbitration.

(c) Assignment. This Agreement and all rights hereunder shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective personal or legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors and permitted assigns. This Agreement is personal in nature, and neither of the parties to this Agreement shall, without the written consent of the other, assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity; provided, however, that the Company may assign this Agreement without the consent of Executive in connection with any merger, consolidation or other sale or transfer of substantially all of its assets or business provided that the assignee or successor-in-interest to the Company assumes all obligations of the Company under this Agreement. If Executive should die while any amounts are still payable to Executive as provided in this Agreement, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's designated beneficiary or, if there be no such designee, to Executive's estate.

(d) Notices. All notices provided for or permitted to be given pursuant to this Agreement must be in writing. All notices shall be given to the other party by personal delivery, overnight courier (with receipt signature) or facsimile or email transmission (with confirmation of transmission) to the Company or Executive at the Company's principal executive offices if to the Company or to the residential address of Executive as contained in Executive's personnel file if to Executive. Each such notice shall be deemed effective upon the date of actual receipt in the case of personal delivery, receipt signature in the case of overnight courier or confirmation of transmission in the case of facsimile or email.

(e) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision. The remainder of this Agreement shall be interpreted so as best to effect the intent of the Company and Executive, and the parties shall use their best efforts to find an alternative way to achieve the same result.

(f) Integration. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes, merges and voids all prior or contemporaneous agreements with respect to such subject matter, whether written or oral.

(g) Amendments and Waivers. No amendment, modification or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any provision of this Agreement by the other party will be considered a waiver of any other provision or of the same provision at another time.

(h) Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

[*signatures on following page*]

VINCERA PHARMA, INC.

By /s/ Ahmed Hamdy
Ahmed Hamdy, MD
Chairman, President and Chief Executive Officer

EXECUTIVE

/s/ Raquel E. Izumi
Raquel Izumi, PhD

Exhibit 10.6

EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "**Agreement**"), dated as of December 23, 2020, is by and between Vincera Pharma, Inc., a Delaware corporation (the "**Company**"), and Alexander Seelenberger ("**Executive**").

WHEREAS, the Company wishes to retain the services of Executive and Executive wishes to be employed by the Company on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Company has entered into that certain Merger Agreement, dated as of September 25, 2020 (the "**Merger Agreement**"), with LifeSci Acquisition Corp. ("**LSAC**"), LifeSci Acquisition Merger Sub, Inc. and Raquel Izumi, as representative of the stockholders of the Company, pursuant to which LSAC shall acquire all of the outstanding shares of the Company, the Company shall become a wholly owned subsidiary of LSAC, and LSAC shall change its name to "Vincera Pharma, Inc."; and

WHEREAS, this Agreement, and the PIIA and Arbitration Agreement (as such terms are defined below), shall become effective (the "**Effective Date**") upon the Closing (as defined in the Merger Agreement), and the parties hereto agree that upon the Closing the term "Company," for all purposes of this Agreement, the PIIA and the Arbitration Agreement, and as Executive's employer of record, shall refer to LSAC as so renamed as Vincera Pharma, Inc.;

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, and the respective covenants, agreements and undertakings set forth herein, the Company and Executive agree as follows:

1. Employment.

(a) Title; Duties. Executive shall serve as the Chief Financial Officer of the Company and shall have such authority and responsibilities, and perform such duties, as may be consistent with such title and position as may be determined and assigned by the Chief Executive Officer of the Company (the "**CEO**").

(b) Time and Effort. Executive agrees to devote substantially all of his normal business efforts and time during normal business hours to the performance of Executive's duties hereunder and such other duties consistent with such title and position as may reasonably be determined and assigned by the CEO. During the term of this Agreement, Executive shall not engage in any other employment, occupation, consulting or other business activity that competes with the business of the Company or engage in any other activities that conflict or interfere with Executive's obligations under this Agreement.

(c) Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party as provided in Section 5 hereof.

2. Compensation; Benefits.

(a) Base Salary. Executive shall be paid an annual base salary of $355,000 (the "**Base Salary**"), payable in accordance with the Company's standard payroll practices. Executive's Base Salary shall be reviewed by the Board of Directors of the Company (the "**Board**") periodically (but no less than annually) for possible increase (but not decrease) in light of Executive's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. If Executive's Base Salary is increased from time to time, the most recent higher level shall be deemed to be the Base Salary from that point until otherwise increased (but not decreased).

(b) Bonus Plans. Executive shall be entitled to participate in the Company's annual performance bonus plan at a level appropriate for the position and duties of Executive and subject to the terms and conditions established by the Board for such bonus plan. Bonuses will be paid annually based on both the success of the Company in meeting its goals and Executive's individual performance. Executive's annual target performance bonus will be equal to thirty percent (30%) of the then applicable Base Salary, subject to increase (but not decrease) in light of Executive's performance, external market conditions, the Company's financial condition and performance and such other factors as the Board deems appropriate. Except as otherwise provided in this Agreement, Executive must be employed by the Company through the last day of the period to which the bonus relates and on the date on which bonuses are paid in order to be eligible to receive a bonus. Executive shall be entitled to participate in such other bonus plans as may be established by the Company from time to time for executives of the Company at a level appropriate for the position and duties of Executive. The determination whether to establish, amend or discontinue, and the terms and conditions of, any Company bonus plans shall be within the sole discretion of the Board.

(c) Equity Awards. Subject to approval by the Board, Executive shall be granted the following equity awards under the Company's 2020 Stock Incentive Plan (the "**Plan**"):

(i) Executive shall be granted an incentive or non-statutory stock option (the "**Option**"), as determined by the Board, to purchase 200,000 shares of the Company's Common Stock (the "**Common Stock**"). The exercise price of the Option shall be the fair market value of the Common Stock on the date of grant as determined by the Board. If approved by the Board, the Option shall begin vesting on the Effective Date and, subject to Executive's continued employment, shall vest over a 24 month period following the Effective Date, with 1/3rd of the underlying shares vesting on the Effective Date and 1/36th of the underlying shares vesting on each monthly anniversary of the Effective Date thereafter. The Option shall be granted under, and shall be subject to the terms and conditions of, the Plan and Executive's individual Stock Option Agreement.

(ii) In addition to the Option, you will be granted a restricted stock unit (an "**RSU**") representing the right to receive up to 15,000 shares of the Common Stock. If approved by the Board, subject to your continued employment, the RSU will vest based and contingent upon the achievement of the Earnouts and issuance of the Earnout Shares (as such terms are defined in the Merger Agreement), as more fully described in your individual Restricted Stock Unit Agreement. The RSU will be granted under, and will be subject to the terms and conditions of, the Plan and your individual Restricted Stock Unit Agreement.

(d) Vacation. Executive shall be entitled to annual paid vacation time of four (4) weeks, to be taken at such time or times as Executive may select, consistent with his obligations hereunder.

(e) Other Employee Benefits. Executive shall be entitled to participate in any Company-sponsored benefit plans and programs sponsored by the Company, including medical, dental, life and disability insurance, holidays and other perquisites, at a level appropriate for Executive's position and duties and to the extent that the Company makes such benefits generally available to executives of the Company. Executive's eligibility to receive such benefits shall be subject in each case to the generally applicable terms and conditions for the benefits in question. The Company may from time to time, in its sole discretion, amend, adjust or discontinue the benefits available to the Company's executives and employees.

(f) Business Expenses. The Company shall reimburse Executive for all reasonable and customary expenses incurred by Executive in connection with the performance of Executive's duties hereunder, all in accordance with the Company's expense reimbursement policy as in effect from time to time. Such reimbursement shall be paid promptly following Executive's satisfaction of the requirements for expense reimbursement under the Company's expense reimbursement policy but in no event later than the end of the calendar month following the calendar month in which satisfaction of such requirements occurred.

(g) Relocation Expenses. The Company shall reimburse Executive for reasonable and documented expenses incurred in connection with the relocation of the Executive and his family members from Santiago, Chile to the San Francisco Bay Area, up to a maximum reimbursement of $25,000, including expenses for a one-way flight for Executive and his family members, packing and shipment of belongings and household goods, car rentals and other miscellaneous related expenses. Such reimbursement shall be subject to submission of appropriate documentation by Executive in accordance with the Company's expense reimbursement policy.

(h) Withholding, Taxes, Etc. All forms of compensation payable pursuant to this Agreement shall be subject to reduction to reflect applicable withholding and payroll taxes and all other deductions required by law.

3. Proprietary Information and Inventions Agreement. As a condition of Executive's employment, Executive shall be required to sign and comply with the Proprietary Information and Inventions Agreement attached hereto as Exhibit A (the "**PIIA**"), which requires, among other things, the assignment of rights to any inventions made during Executive's employment and non-disclosure of confidential information.

4. Indemnification; D&O Insurance. Executive shall be entitled to indemnification, advancement of expenses and limitation of liability to the fullest extent permitted by law and on terms no less favorable than those provided to other officers and directors of the Company, including entering into any form of indemnification or similar agreement providing for such rights that is entered into with other officers and directors of the Company. In addition, the Company shall obtain and maintain a director and officer insurance policy with coverage and other terms comparable to those for similar companies in the industry and take such action as may be necessary to ensure that Executive is covered by such policy for acts or omissions occurring during his employment.

5. At-Will Employment; Termination of Employment.

(a) At-Will Employment. Executive's employment with the Company under this Agreement is employment "at-will." Executive may terminate his employment with the Company at any time and for any reason whatsoever (or no reason) simply by providing written notice to the Company. Likewise, the Company may terminate Executive's employment at any time, upon sixty (60) days' written notice to Executive.

(b) Termination for Cause or as a Result of Death, Disability or Resignation without Good Reason. If Executive's employment is terminated by the Company for Cause (as defined below), or as a result of death or Disability (as defined below) or the resignation by Executive without Good Reason (as defined below), the Company shall pay Executive (i) unpaid Base Salary accrued up to the date of termination, (ii) accrued but unused vacation, (iii) benefits payable to Executive pursuant to the terms and conditions of any benefit plan or program in which Executive participated during the term of his employment, the right to which was vested on the date of his termination under the terms and conditions of such plans and programs, and (iv) unreimbursed business expenses (collectively, the "**Accrued Compensation**"). Payment of the Accrued Compensation shall be made upon the date of termination, except as may otherwise be provided under the terms of any applicable benefit plan or program.

(c) Termination without Cause or Resignation for Good Reason. If Executive's employment is terminated by the Company without Cause or Executive resigns for Good Reason, the Company shall pay Executive the Accrued Compensation and shall provide the additional payments and benefits set forth in this Section 5(c). As a condition to such additional payments and benefits, Executive must execute a full release of claims in a form satisfactory to the Company (the "**Release**"), which Release shall not be revoked and shall become fully effective and irrevocable within sixty (60) days of Executive's termination, or such earlier deadline required by the Release (such deadline, the "**Release Deadline**").

(i) The Company shall pay to Executive, on the Release Deadline, a lump sum amount (less applicable payroll deductions) equal to (A) one (1) times his then current Base Salary, and (B) one (1) times his then current target bonus for the fiscal year in which such termination occurred as if the Company and Executive had fully achieved all applicable performance goals at their target level and remained employed through the date necessary to receive and fully earn payment of such bonus.

(ii) The vesting of all outstanding stock options, restricted stock units, restricted stock or other compensation based equity awards then held by Executive (the "**Equity Awards**") that are subject to time-based vesting shall be accelerated so that the number of shares vested under such Equity Awards shall equal that number of shares that would have been vested if Executive had continued to render employment services to the Company for a period of twelve (12) continuous months following the date of Executive's termination. The vesting of Equity Awards that are subject to performance-based vesting shall accelerate only to the extent provided in the applicable award agreement. In addition, the period following such termination in which vested stock options or similar Equity Awards may be exercised shall be not be less than three (3) months following such termination.

(iii) Until the earlier of six (6) months following the date of termination or the date Executive becomes eligible for group health insurance coverage through a new employer, if Executive elects to continue health insurance coverage under the Consolidated Budget Reconciliation Act of 1985, as amended ("**COBRA**"), then so long as Executive is paying COBRA premiums, and beginning in the month following Executive's termination (or, if later, the Release Deadline, with a catch-up payment for payments deferred pending the Release Deadline), the Company shall pay Executive a monthly payment equal to the amount that was paid by the Company for such coverage as of the date of termination and any increases in such premiums during such period that may be required to maintain the same level of coverage. Executive shall be responsible for filing any necessary paperwork for COBRA coverage, paying all premiums and providing the Company with appropriate evidence of such premium payments.

(d) Impact of Change in Control.

(i) If Executive's employment is terminated by the Company without Cause or Executive resigns for Good Reason within three months prior to, or within 12 months following, the consummation of a Change in Control of the Company, Executive shall be entitled to receive the Accrued Compensation and the additional payments and benefits set forth in Section 5(c) hereof on the same terms and conditions, including the execution and effectiveness of the Release by the Release Deadline, provided that all Equity Awards subject to time-based vesting then held by Executive shall vest with respect to 100% of the shares underlying such Equity Awards with such additional acceleration effective on the Release Deadline following the later of such termination or the consummation of the Change in Control.

(ii) In the event that the payments and other benefits provided for in this Agreement or otherwise payable to Executive constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**") and would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), Executive's payments and benefits under this Agreement shall be either (A) delivered in full or (B) delivered as to such lesser extent as would result in no portion of such payments and benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis of the greatest amount of payments and benefits, notwithstanding that all or some portion of such payments and benefits may be taxable under Section 4999 of the Code.

(iii) Unless the Company and Executive otherwise agree in writing, any determination required under subsection (ii) above shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 5(d)(iii), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make such determination. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5(d)(iii). Any reduction in payments or benefits required by this Section 5(d)(iii) shall occur in a manner necessary to provide Executive with the greatest economic benefit. If more than one manner of reduction of payments or benefits yields the greatest economic benefit, the payments and benefits shall be reduced pro rata, provided that the reduction shall be applied first to any payments or benefits that are not subject to Section 409A and then shall be applied to payments or benefits (if any) that are subject to Section 409A, with the payments or benefits payable latest in time subject to reduction first. To the extent required to avoid a violation of Section 409A of the Code, in no event shall the Company or Executive exercise any discretion with respect to the ordering of any reduction of payments or benefits pursuant to this Section 5(d)(iii).

(e) Definitions. For purposes of this Agreement:

(i) "**Cause**" shall mean the good faith determination by the Board that one of the following events has occurred following the Effective Date: (A) conviction of, or plea of *nolo contendere* to, any felony or crime of moral turpitude; (B) act of fraud, theft or embezzlement with respect to the Company; (C) willful failure to substantially perform his duties or comply with lawful Company policies or Board instructions (other than as a result of Executive's mental or physical disability) that causes material harm to the Company (after written notice thereof and a reasonable opportunity to remedy such failure); (D) willful breach of fiduciary duty that causes material harm to the Company; or (E) willful and material breach of this Agreement or the PIIA (after written notice thereof and a reasonable opportunity to remedy such breach).

(ii) "**Change in Control**" shall be as defined in the Plan.

(iii) "**Disability**" shall mean the inability of Executive, with reasonable accommodation, to perform the essential functions of Executive's position and duties for at least 180 consecutive days.

(iv) "**Good Reason**" shall mean any action by the Company (or its successors or acquirers) that, without the written consent of Executive, results in any of the following, provided that Executive provides notice to the Company within ninety (90) days of the initial occurrence of any such action, such action is not cured by the Company within thirty (30) days of such notice and Executive resigns within sixty (60) days following expiration of the cure period: (A) a material diminishment in Executive's title, authority, duties or responsibilities

(other than a mere change in title following a Change in Control to a substantially similar position with a successor or acquirer); (B) a material reduction in Executive's base compensation or target bonus; (C) a material reduction in Executive's participation in bonus, incentive or other benefit plans or programs or other action that materially and adversely affects Executive's working conditions, in each case in a manner that affects Executive disproportionately to that of other comparable executives; (D) following a Change in Control, a change in the principal work site of Executive by more than fifty (50) miles; (E) a material breach by the Company of the terms of this Agreement or any Equity Award agreement after written notice thereof and a reasonable opportunity to remedy such breach; or (F) the failure of any successor or acquirer of the Company to assume the Company's obligations under this Agreement.

(f) Section 409A.

(i) Payments and benefits under this Agreement are intended to be exempt from the definition of "nonqualified deferred compensation" under Section 409A of the Code and the regulations promulgated thereunder ("**Section 409A**") to the maximum extent possible. If any payments or benefits under this Agreement are or become subject to Section 409A, the relevant provisions of this Agreement are intended to comply with the applicable requirements of Section 409A with respect to such payments or benefits and shall be interpreted and administered consistent with this intent.

(ii) Each payment under this Agreement that is made in a series of scheduled installments shall be deemed a separate payment for purposes of Section 409A. Executive's date of termination for purposes of determining the date that any payment or benefit is to be paid under this Agreement, and for purposes of determining whether Executive is a "**Specified Employee**" (within the meaning of Section 409A, as determined by the Company) on the date of termination, shall be the date on which Executive has incurred a "separation from service" within the meaning of Section 409A. If any payment or benefit provided pursuant to this Agreement provides for a "deferral of compensation" within the meaning of Section 409A, (A) the amount of the payment or benefit provided thereunder in any given calendar year shall not affect the amount of such payment or benefit provided in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (B) any portion of such payment or benefit provided in the form of a reimbursement shall be paid to Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (C) such payment or benefit shall not be subject to liquidation or exchange for any other benefit.

(iii) Notwithstanding anything in this Agreement or elsewhere to the contrary, if the Company is a public company on the date of Executive's termination and Executive is a Specified Employee" (as determined by the Company) on such termination date, and the Company reasonably determines that any payment or benefit under this Agreement on account of such separation from service, constitutes nonqualified deferred compensation that will subject Executive to "additional tax" under Section 409A(a)(1)(B) of the Code (together with any interest or penalties imposed with respect to, or in connection with, such tax, a "**409A Tax**") with respect to the payment of such amount or the provision of such benefit if paid or provided at the time specified in the Agreement, then the payment or provision thereof shall be made

(without interest) on the first business day of the seventh month following the date of termination or, if earlier, the date of Executive's death (the "**Delayed Payment Date**"). The Company and Executive may agree to take other actions to avoid the imposition of a 409A Tax at such time and in such manner as permitted under Section 409A. In the event that this section requires a delay of any payment, such payment shall be accumulated and paid in a single lump sum (without interest) on the Delayed Payment Date.

6. Miscellaneous.

(a) Governing Law. This Agreement and the resolution of any dispute arising out of, related to, or in any way connected with, this Agreement, Executive's employment with the Company or the termination of such employment shall be governed by the laws of the State of California, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. To the extent not subject to arbitration as described below, the parties consent to the jurisdiction of all federal and state courts in California, and agree that venue shall lie exclusively in Santa Clara County, California. If any party brings any suit, action, counterclaim or arbitration to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to recover a reasonable allowance for attorneys' fees and litigation expenses in addition to court or arbitration costs.

(b) Arbitration. The Company believes that arbitration is the most fair and efficient way to resolve workplace disputes. It is therefore a condition to Executive's employment that Executive execute and deliver to the Company the Agreement to Arbitrate ("**Arbitration Agreement**"), in the form attached hereto as Exhibit B. As more fully set forth in the Arbitration Agreement, by signing the Arbitration Agreement, both the Company and Executive agree that, to the fullest extent permitted by law and except as otherwise noted in the Arbitration Agreement, any and all disputes relating in any way to this Agreement, Executive's employment with the Company or the termination of such employment shall be submitted exclusively to final and binding individual arbitration.

(c) Assignment. This Agreement and all rights hereunder shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective personal or legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors and permitted assigns. This Agreement is personal in nature, and neither of the parties to this Agreement shall, without the written consent of the other, assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity; provided, however, that the Company may assign this Agreement without the consent of Executive in connection with any merger, consolidation or other sale or transfer of substantially all of its assets or business provided that the assignee or successor-in-interest to the Company assumes all obligations of the Company under this Agreement. If Executive should die while any amounts are still payable to Executive as provided in this Agreement, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's designated beneficiary or, if there be no such designee, to Executive's estate.

(d) Notices. All notices provided for or permitted to be given pursuant to this Agreement must be in writing. All notices shall be given to the other party by personal delivery, overnight courier (with receipt signature) or facsimile or email transmission (with confirmation of transmission) to the Company or Executive at the Company's principal executive offices if to the Company or to the residential address of Executive as contained in Executive's personnel file if to Executive. Each such notice shall be deemed effective upon the date of actual receipt in the case of personal delivery, receipt signature in the case of overnight courier or confirmation of transmission in the case of facsimile or email.

(e) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision. The remainder of this Agreement shall be interpreted so as best to effect the intent of the Company and Executive, and the parties shall use their best efforts to find an alternative way to achieve the same result.

(f) Integration. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes, merges and voids all prior or contemporaneous agreements with respect to such subject matter, whether written or oral.

(g) Amendments and Waivers. No amendment, modification or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any provision of this Agreement by the other party will be considered a waiver of any other provision or of the same provision at another time.

(h) Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

[*signatures on following page*]

VINCERA PHARMA, INC.

By /s/ Ahmed Hamdy
Ahmed Hamdy, MD
Chairman, President and Chief Executive Officer

EXECUTIVE

/s/ Alexander Seelenberger
Alexander Seelenberger

[*] Indicates that certain information in this exhibit has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), executed on Oct. 07, 2020 (the "Execution Date"), is entered into by and between Bayer Aktiengesellschaft, - having a place of business at Müllerstraße 178, 13353 Berlin, Germany -, Bayer Intellectual Property GmbH, having a place of business at Alfred-Nobel-Straße 10, 40789 Monheim am Rhein, Germany (all such Bayer entities being jointly and severally referred to as "Bayer"); and Vincera Pharma, Inc.("Vincera"), having a place of business at 4500 Great America Parkway, Suite 100 #29, Santa Clara, California 95054, United States of America. Bayer and Vincera are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

BACKGROUND

WHEREAS:

A. Bayer owns or controls certain patents, patent applications, technology, know-how, other intellectual property and information relating to the Bioconjugate Platform and PTEFb Platform (each as defined below);

B. Bayer has decided no longer to pursue development of the compounds and technology comprised in the Bioconjugate Platform and PTEFb Platform but considers them and the associated intellectual property that has been generated to be valuable, and wishes to license them to Vincera; and

C. Vincera wishes to obtain from Bayer a license under and to Bayer's said intellectual property and to develop and commercialize products based on such compounds and technology.

D. Bayer is willing to grant such a license to Vincera.

NOW, THEREFORE, Bayer and Vincera agree as follows:

1. DEFINITIONS

1.1 "Act" means the Food, Drug and Cosmetic Act (21 U.S.C. §§ 301 et seq.), as amended, and the regulations promulgated thereunder.

1.2 "Affiliate" means any business entity controlled by, controlling, or under common control with, a Party hereto. For the purpose of this definition, a business entity shall be deemed to "control" another business entity, if it (i) owns directly or indirectly, more than fifty percent (50%) of the outstanding voting securities, capital stock, or other comparable equity or ownership interest of such business entity having the power to vote on or direct the affairs of such business entity, as applicable (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction), or (ii) possesses, directly or indirectly, the power to direct or cause the direction of the policies and management of such business entity, as applicable, whether by the ownership of stock, by contract or otherwise.

1.3 "Bayer Bioconjugate Compound" means any compound within the Bioconjugate Technology and Controlled by Bayer or any of its Affiliates as of the Effective Date. By way of clarity, the term Bayer Bioconjugate Compound includes antibodies targeting IL3RA or CXCR5 of the KSPi-ADC programs, KSPi back-up series and intermediates relating to such compounds, if any, in each case within the Bioconjugate Platform. [*].

1.4 "Bayer Compound" means any Bayer Bioconjugate Compound or Bayer PTEFb Compound.

1.5 "Bayer PTEFb Compound" means any PTEFb inhibiting compound developed within the PTEFb Technology and Controlled by Bayer or any of its Affiliates as of the Effective Date. By way of clarity, the term Bayer PTEFb Compound includes BAY1143572, BAY1251152 and BAY2396217 as well as back-up series and intermediates relating to such compounds, if any, within the PTEFb Platform.

1.6 "Bioconjugate Platform" means Bayer's Kinesin-Spindle-Protein Inhibitor Antibody Drug Conjugate (KSPi–ADC) platform and/or Tumor Stroma Activated Conjugate (TSAC) platform for hematological and solid tumors, as described in more detail in Exhibit 1.6; for clarity, the Bioconjugate Platform consists of the three Bioconjugate Programs, each with advanced candidates, and includes the methods, conjugates, metabolites and individual modules and combination of those (such as binding molecules, linker moieties and payloads) related to the KSPi-ADCs and TSACs.

1.7 "Bioconjugate Program(s)" means each of the following separate programs within the Bioconjugate Platform: (i) KSPi-ADC program for compounds targeting CXCR5 [*], including but not limited to BAY 2500924; (ii) KSPi-ADC program for compounds targeting IL3RA [*], including but not limited to BAY 2474943, and (iii) TSAC program, including but not limited to BAY 1082236.

1.8 "Bioconjugate Technology" means:

(a) Licensed Bioconjugate Know-How, and

(b) Licensed Patents Covering Licensed Bioconjugate Know-How and Bayer Bioconjugate Compound(s).

1.9 "Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in Berlin, Germany, or Palo Alto, USA.

1.10 "Calendar Quarter" means each three-month period or any portion thereof, beginning on January 1, April 1, July 1, and October 1.

1.11 "Calendar Year" means each twelve months period or portion thereof beginning on January 1.

1.12 "Clinical Trial(s)" means a human clinical study that is designed to: (a) establish that a pharmaceutical product is reasonably safe for continued testing; (b) investigate the safety and efficacy of the pharmaceutical product of its intended use, and to define warnings, precautions and adverse reactions that may be associated with the pharmaceutical product in the dosage range to be prescribed; or (c) support Regulatory Approval of such pharmaceutical product or label expansion of such pharmaceutical product.

1.13 "CMC" means all activities relating to the chemistry, manufacturing and controls module within a regulatory submission.

1.14 "Combination Product" means a product for use in the Field sold in a single stock keeping unit for a single selling price and which, as sold, utilizes, contains, incorporates or is made through use of one or more Licensed Compound(s) or Licensed Product(s) in combination with one or more other products, components or ingredients containing one or more pharmaceutically active compounds, that are not Licensed Compounds or Licensed Products. A Combination Licensed Product is deemed included within Licensed Product, when that defined term is used herein.

1.15 "Commercially Reasonable Efforts" means the level of efforts, budget and resources that a similarly situated company would typically devote to its own product candidates and products of a similar nature, which is of similar profitability and at a similar stage in its development or product life as the relevant Licensed Product, taking into account any issues of patent coverage, safety and efficacy, product profile and process development, the proprietary position of the product, Third Party intellectual property rights, the competitiveness of the marketplace for the product, the likely timing of product entry into the market, the regulatory environment of the product and other relevant scientific, technical, legal and commercial factors.

1.16 "Commercialization" or "Commercialize" or "Commercializing" means any and all activities undertaken relating to preparation for sale of, offering for sale of, or sale of a Licensed Product, including (a) pre-launch activities and activities relating to marketing, advertising, promoting, exhibiting, detailing, distributing, importing, exporting and selling (and contracting to sell) or otherwise commercially exploiting a Licensed Product, (b) order processing, handling of returns and recalls, booking of sales and transporting such Licensed Product for commercial sale; (c) the conduct of any post-approval Clinical Trials involving such Licensed Product; (d) interacting with Regulatory Authorities regarding the foregoing; and (e) seeking and obtaining pricing approvals and reimbursement approvals (as applicable) for such Licensed Product. For clarity, Commercialization does not include manufacture.

1.17 "Company Equity Valuation" shall have the meaning set forth in the Merger Agreement.

1.18 "Control" or "Controlled" means with respect to the subject item, the possession (whether by ownership or license, other than pursuant to this Agreement) of the ability to grant the licenses or sublicenses as provided for herein under such item without violating the terms of any agreement or other arrangement with any Third Party.

1.19 "Covered" or "Covering" means, with respect to a Patent, that the composition of matter, its process or its use of the subject matter is covered specifically or generically by a claim of such Patent.

1.20 "Derivative" means any compound generated after the Effective Date that constitutes a derivative or improvement of any Bayer Compound and that is obtained through the use of, or is derived from, a Bayer Compound.

1.21 "Development" or "Develop" or "Developing" means any and all research and development activities for any Licensed Product relating to obtaining Regulatory Approval(s)) of such Licensed Product and to support appropriate usage for such Licensed Product, including: (a) all research, non-clinical, preclinical and clinical activities, CMC/process development, including test method development and stability testing, molecular pharmacology, pharmacology, safety pharmacology, tolerability, pharmacokinetics and toxicology, pharmacoeconomic studies, mechanism studies, pharmacodynamic, drug-drug interaction, formulation development, delivery system development, quality assurance/quality control; (b) distribution or clinical supply of such Licensed Product for use in Clinical Trials (including placebos and comparators); (c) statistical analyses; (d) the preparation, filing and prosecution of submission documents, *e.g.*, IND, NDA or BLA (each as defined by the FDA) or other regulatory affairs and registration documents; (e) all development activities directed to label expansion (including prescribing information) or obtaining Regulatory Approval for one of more additional Indications following initial Regulatory Approval; (f) all development activities conducted after receipt of Regulatory Approval that are required or requested by a Regulatory Authority; (g) any investigator or institution-sponsored studies; and (h) all regulatory activities related to any of the foregoing.

1.22 "Drug Approval Application" means an application for Marketing Approval required to be approved before commercial sale or use of a Licensed Product as a pharmaceutical product in the applicable regulatory jurisdiction, including, for purposes of Marketing Approval in the US, a NDA/BLA and all supplements filed pursuant to the requirements of the FDA (including all documents, data and other information concerning a Licensed Product that are necessary for, or included in, FDA approval to market a Licensed Product) and, for purposes of Marketing Approval in the EU, all applications sent to EMA, or for purposes of Marketing Approval in any other country, any other applicable national Regulatory Authority.

1.23 "Effective Date" has the meaning specified in Section 11.1 of this Agreement.

1.24 "EMA" means the European Medicines Agency, or any successor agency with responsibility for regulating the development, manufacture and sale of human pharmaceutical products.

1.25 "EU" means the countries of the European Union, as constituted from time to time, and includes the UK even if the UK leaves the European Union.

1.26 "Exclusive Technology" means those parts of the Licensed Technology specified in Exhibit 1.26; Exhibit 1.26 Part A covering the Exclusive Technology within the Bioconjugate Technology and Exhibit 1.26 Part B covering the Exclusive Technology within the PTEFb Technology.

1.27 "Execution Date" has the meaning specified in the contract headline on the first page of this Agreement.

1.28 "FDA" means the United States Food and Drug Administration of the Department of Health and Human Services, or any successor agency with responsibility for regulating the development, manufacture and sale of pharmaceutical products.

1.29 "Field" means all uses of a Licensed Product in the cure, mitigation, treatment or prevention of diseases or disorders in humans or animals.

1.30 "First Commercial Sale" means the first invoiced sale of Licensed Product (or Combination Product) by Vincera and/or its Affiliates and/or its Licensees (as applicable) that would be included in Net Sales to a person or entity who is not Vincera and/or its Affiliates and/or its Licensees (as applicable) in any country of the Territory after grant of a Marketing Approval and pricing approval (as applicable) in the applicable country resulting in Net Sales in such country.

1.31 "GMP" means regulations and published guidelines related to current good manufacturing practices that relate to the testing, manufacturing, processing, packaging, holding or distribution of drug or biologic drug substances and finished drugs or biologics including the regulations set forth in 21 CFR 210 and 211 promulgated by the FDA and similar standards, guidelines and regulations promulgated or otherwise required by other Regulatory Authorities, in each case, as they may be amended from time to time.

1.32 "ICC" shall have the meaning as defined in Section 12.1(c) below.

1.33 "Improvement(s)" shall mean all advancements, adaptations, modifications, upgrading, revision changes, developments and alterations made to the Licensed Technology by or on behalf of Vincera and its Licensees in exercise of the licenses granted under this Agreement.

1.34 "IND" means a filing with a Regulatory Authority that must be made prior to commencing clinical testing in humans including, in the US, an Investigational New Drug application (as defined in the Act and the regulations promulgated thereunder (21 CFR 312.1 et seq)), in the European Union, a Clinical Trial Application (CTA), or in any other jurisdiction, a comparable filing and, in each case, any amendments and supplements thereto.

1.35 "Indication" means a distinct disease or condition as determined by the relevant Regulatory Authority in connection with a Regulatory Approval. [*]. In assisting in the determination of Indications, reference may be made to the then-current International Statistical Classification of Diseases and Related Health Problems (ICD-10), *provided*, *however*, such reference will not be determinative, and shall be for guidance only.

1.36 "Information" means (a) the terms and conditions of this Agreement, and (b) all information provided by the disclosing Party to the receiving Party hereunder, whether disclosed in writing, orally, visually and/or in another form or any information seen while on the premises of either Party, which has been identified by the disclosing Party as confidential or which, by its nature, should reasonably be understood by the receiving Party as confidential, including information concerning the study, discovery, design, development, manufacture, formulation, extraction, compounding, mixing, processing, testing, control, preservation, storage, finishing, packing, packaging, use, administration, distribution, sale, reimbursement and/or marketing of pharmaceutical products or compounds and potential products or compounds, and shall further include all information marked "confidential" by a Party, data from and methodology of pre-clinical and clinical studies, the contents of any submissions to Regulatory Authorities worldwide, marketing plans or computer hardware and software systems and designs and plans for same. Information of the disclosing Party may be conveyed to the receiving Party in written, graphical, physical or oral form.

1.37 "Initial Qualified Financing" means an equity financing round that results in at least thirty million ($30,000,000) of gross proceeds to Vincera.

1.38 "Know-How" means information, including Bayer and its Affiliates' Information, and materials relating to the Licensed Compounds and/or Licensed Products in the Field, whether patentable or not and including cDNA sequences, plasmids, viruses, cell lines genomic sequences, inventions, techniques, practices, methods, knowledge, know-how, skill, technology, trade secrets, experience and test data (including chemical, pharmacological, pharmacokinetic, toxicological, preclinical and clinical test data); data, records, procedures and information derived from research, preclinical development and clinical development; regulatory submissions, adverse reactions, CMC/process development, analytical methodology, human clinical, safety pharmacology, efficacy data, and quality control data, and any other information or data relating to Development, Manufacturing, Commercialization, pricing, distribution, and cost.

1.39 "Licensed Additional Product" means any Bayer Bioconjugate Product that does not belong to any Bioconjugate Program.

1.40 "Licensed Bioconjugate Compound" means any Bayer Bioconjugate Compound or Derivative of a Bayer Bioconjugate Compound.

1.41 "Licensed Bioconjugate Product" means any pharmaceutical product that (i) contains or comprises a Licensed Bioconjugate Compound or is otherwise obtained through the use of Bioconjugate Technology; or (ii) would in the absence of this license infringe one or more Licensed Patents relating to the Bioconjugate Technology

1.42 "Licensed Compound" means any Bayer Compound and Derivatives.

1.43 "Licensed Know-How" means all scientific and technical information, data, materials, assays, formulas, processes and other Know-How currently Controlled by Bayer or any of its Affiliates: (i) specifically related to the Bioconjugate Platform and the Bayer Bioconjugate Compounds or otherwise required for Developing, Manufacturing or Commercializing Licensed Bioconjugate Compounds or Licensed Bioconjugate Products in the Field ("Licensed Bioconjugate Know-How") or (ii) specifically related to the PTEFb Platform and the Bayer PTEFb Compounds or otherwise required for Developing, Manufacturing or Commercializing Licensed PTEFb Compounds or Licensed PTEFb Products in the Field ("Licensed PTEFb Know-How")[*].

1.44 "Licensed Patents" means (i) all current patents and patent applications described in Exhibit 1.44.A (covering Licensed Bioconjugate Know-How and Bayer Bioconjugate Compounds) and in Exhibit 1.44.B (covering Licensed PTEFb Know-How and Bayer PTEFb Compounds), and in each case any Patents thereof; and (ii) all other Patents to the extent covering Licensed Know-How and Bayer Compounds[*].

1.45 "Licensed Product" means any Licensed Bioconjugate Product or Licensed PTEFb Product.

[*]

1.46 "Licensed PTEFb Compound" means any Bayer PTEFb Compound or Derivative of a Bayer PTEFb Compound.

1.47 "Licensed PTEFb Product" means any pharmaceutical product that (i) contains or comprises a Licensed PTEFb Compound or is otherwise obtained through the use of PTEFb Technology; or (ii) would in the absence of this license infringe one or more Licensed Patents relating to the PTEFb Technology.

1.48 "Licensed Technology" means each of the Bioconjugate Technology and PTEFb Technology.

1.49 "Licensee" means an Affiliate or Third Party to whom Vincera has granted a sublicense to Develop, use, Manufacture and/or Commercialize Licensed Compounds and/or Licensed Products in the Territory, or to whom a Licensee has granted such a sub-license.

1.50 "Manufacture" and "Manufacturing" means to process, prepare, make or have made and analyze Licensed Compounds and/or Licensed Products, and includes formulating Licensed Compounds into Licensed Products, and all subsequent packaging and labeling, quality control and other testing steps.

1.51 "Major Market" means US, UK, Germany, France, Italy, Spain, Japan and China.

1.52 "Marketing Approval" means all approvals from the relevant Regulatory Authority necessary to market and sell a Licensed Product in any country.

1.53 "Merger Agreement" means that certain Merger Agreement, dated as of September 25, 2020, by and among Vincera, LifeSci Acquisition Corp., LifeSci Acquisition Merger Sub Inc. and the Stockholder Representative identified therein as it may be amended.

1.54 [*].

1.55 [*].

1.56 "NDA" means a New Drug Application filed with the FDA, for approval by such agency for the sale of Licensed Products in the US pursuant to 21 CFR 200 et seq., as such regulations may be amended from time to time.

1.57 "Net Sales" means, as determined in accordance with US-GAAP, with respect to any Licensed Product, the gross amount invoiced by Vincera, its Affiliates and/or Licensees (as applicable) for sales of a Licensed Product (or Combination Product) to Third Parties, less the following deductions:

(a) [*];

(b) [*];

(c) [*];

(d) [*]; and

(e) [*].

For the purpose of determining Net Sales, a Licensed Product shall be deemed to have been sold on the date on which such sale is recognized in Vincera's financial accounts in accordance with its standard accounting practices, and a "sale" shall not include transfers or dispositions of Licensed Product for pre-clinical, clinical, research or testing purposes, under named patient use, compassionate use or patient assistance programs or under test marketing programs prior to First Commercial Sale. The deductions from gross sales outlined above may be made on an accrual basis; *provided that*, this is in line with Vincera's standard accrual policy (to the extent directly attributable to Licensed Product) and is subject to annual reconciliations to actual costs incurred. Adjustments shall be made to the royalty report in the [*] following the annual reconciliation to reflect any over-or under-payments identified as a result of differences between accrued and actual costs. For the avoidance of doubt, any provision release after the end of the Royalty Term shall be royalty bearing.

In the event that a Licensed Product is sold in the form of a Combination Product, Vincera must provide written notification to Bayer within [*] following the First Commercial Sale. For the purpose of calculating royalties due for such Combination Product, Net Sales will be adjusted [*].

If, on a country-by-country basis, either the Licensed Product that contains the Licensed Compound(s) [*]. In each case, the average gross invoice price shall be those applicable during the relevant [*] or, if sales of both the Licensed Product and the other product(s) did not occur in such [*], then in the most recent [*] in which sales of both occurred. If, on a country-by-country basis, neither the Licensed Product nor [*].

1.58 "Non-Exclusive Technology" means all Licensed Technology other than the Exclusive Technology.

1.59 "Patent Challenge" means any challenge to the validity, patentability, enforceability or non-infringement of any Licensed Patents or otherwise opposing any of the Licensed Patents through a legal or administrative proceeding.

1.60 "Patents" means:

(a) all national, regional and international patents, patent applications, utility models, design patents and design rights filed in any country of the world including provisional patent applications;

(b) all patents, patent applications, utility models, design patents and design rights filed either from such patents, patent applications, utility models, design patents, design rights or provisional patent applications or claiming priority from either of these, including any continuation, continuation-in-part, division, provisional, converted provisional and continued prosecution applications, or any substitute application;

(c) any patent issued with respect to or in the future issued from any such patent applications;

(d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including but not limited to renewals, reissues, re-examinations, and extensions (such as any supplementary protection certificates and the like) of the foregoing patents, patent applications, utility models, design patents and design rights; and

(e) any foreign counterparts of the foregoing.

1.61 "Pharmacovigilance Agreement" has the meaning specified in Section 7.2.

1.62 "Phase II Clinical Trial" means a small scale (i.e., not more than several hundred) human clinical trial of a therapeutic product, in any country, the principle purposes of which are to make a preliminary determination that such product is safe for its intended use and to obtain information about such product's efficacy to permit the design of further clinical trials or a similar clinical study prescribed by the Regulatory Authorities, from time to time, pursuant to applicable law or otherwise, including the trials referred to in US Code Title 21 CFR. § 312.21(b), as amended from time to time, or corresponding regulations in jurisdictions outside the US; for clarity, reopening of Bayer's current PTEFb Clinical Trial shall not be deemed a Phase II Clinical Trial.

1.63 "Phase III Clinical Trial" means a human clinical trial of a therapeutic product on patients, in any country, which trial is designed to:

(a) establish the risk benefit profile of the product;

(b) define warnings, precaution and adverse reactions that are associated with the product; and

(c) support Marketing Approval of such product; or

(d) a similar clinical study prescribed by the Regulatory Authorities, from time to time, pursuant to applicable law or otherwise, including the trials referred to in US Code Title 21 CFR. § 312.21(c), as amended from time to time, or corresponding regulations in jurisdictions outside the US.

1.64 "PTEFb Platform" means Bayer's PTEFb project, as specified in detail in Exhibit 1.64.

1.65 "PTEFb Technology" means

(a) Licensed PTEFb Know-How, and

(b) Licensed Patents Covering Licensed PTEFb Know-How and Bayer PTEFb Compound(s).

1.66 "Regulatory Approval" means any approval, product and/or establishment license, registration or authorization of any federal, state or local regulatory agency, department, bureau or other governmental entity, necessary for the Manufacture, use, storage, transport, and Commercialization of a Licensed Product in a regulatory jurisdiction. For clarity, Regulatory Approvals include any Marketing Approvals.

1.67 "Regulatory Authority" means any government or other agency, department, bureau, commission, council or other entity responsible for the issuance of Regulatory Approvals. Solely for purposes of Sections 6.5 and 6.6, Regulatory Authority shall include the US Securities and Exchange Commission, NYSE, Nasdaq or similar regulatory authorities or organizations, and comparable authorities or organizations in other countries.

1.68 "Right of Reference" has the meaning as that term is defined in 21 C.F.R. §314.3(b).

1.69 "Royalty Term" means, on a country-by-country basis and Licensed Product-by-Licensed Product basis, the period commencing with the First Commercial Sale of such Licensed Product in the relevant country, provided there is a Valid Claim in the relevant country, and ending at the later of (i) expiration of all Licensed Patents with Valid Claims Covering the Licensed Product in the country and (ii) ten (10) years from the First Commercial Sale of such Licensed Product in such country.

1.70 "Senior Executive" shall have the meaning as defined in Section 12.1(b) below.

1.71 [*].

1.72 [*].

1.73 "Term" shall have the meaning as defined in Section 11.2 below.

1.74 "Territory" shall mean all countries of the world.

1.75 "Third Party" means any entity other than Bayer or Vincera and their respective Affiliates.

1.76 "US" means the United States of America and its territories and commonwealths, including, without limitation, the Commonwealth of Puerto Rico.

1.77 "US-GAAP" means US generally accepted accounting principles.

1.78 "Valid Claim" means a claim of an issued and unexpired Licensed Patent (including any patent claim the term of which is extended by any extension, supplementary protection certificate, patent term restoration, or the like), which has not lapsed, been abandoned, been held revoked, or been deemed unenforceable or invalid by a non-appealable decision or an appealable decision from which no appeal was taken within the time allowed for such appeal of a court or other governmental agency of competent jurisdiction, or which had not been disclaimed, denied or admitted to being invalid or unenforceable through reissue, reexamination or disclaimer or otherwise; provided that, a pending patent application will only be deemed to be a Valid Claim for up to [*] from the date of filing of the initial priority application, and after [*] such corresponding claim in such pending application will not be deemed to be a Valid Claim anymore, unless and until it subsequently issues.

2. LICENSE GRANT AND TECHNOLOGY TRANSFER

2.1 Licenses to Vincera.

(a) Licenses. Subject to the condition precedent in Section 11.1 and to all other terms and conditions of this Agreement, Bayer hereby grants to Vincera a royalty-bearing license under the Licensed Technology to Develop, use, Manufacture and/or Commercialize the Licensed Compounds and Licensed Products in the Field in the Territory. The said license granted to Vincera under this Section 2.1 shall be exclusive (even as to Bayer and its Affiliates) with respect to the Exclusive Technology and non-exclusive with respect to the Non-Exclusive Technology. Such licenses shall include the right to grant sublicenses under the Licensed Technology, subject to the provisions of Section 2.1(b).

(b) Sublicenses. Vincera shall have the right to sublicense any of Vincera's rights under the Licensed Technology under this Agreement to (i) any of its Affiliates, or (ii) any Third Party, through multiple tiers of sublicenses, without the consent of Bayer. Each such sublicense shall be consistent with all the terms and conditions of this Agreement, and Vincera shall remain responsible for the performance by all Licensees of its obligations hereunder. At least [*] prior to execution of such sublicense, Vincera will provide Bayer a complete copy of each such sublicense agreement (or amendment) and any associated agreements between it and the Licensee, or between the Licensee and a subsequent Licensee, provided that such agreements or amendments may be redacted to remove confidential or other information that is neither required for Bayer's review of consistency of the sublicense agreement with the requirements under this Agreement, [*].

(c) [*]:

(i) [*].

(ii) [*].

To the extent Vincera has the right to do so, any such agreed sublicenses will include a non-exclusive license under the Bioconjugate Technology to the extent needed or reasonably useful for the further development, manufacture and commercialization of the relevant Licensed Bioconjugate Product.

(d) Distribution. The rights and licensed granted to Vincera pursuant to Section 2.1(a) shall include the exclusive right to distribute and sell the Licensed Products in the Field in the Territory through distributors and resellers; provided that, Vincera shall remain responsible for the performance of such distributors and resellers with respect to Vincera's obligations hereunder.

2.2 [*].

With effect as of the Effective Date, Bayer herewith transfers to Vincera the following parts of Bayer's license [*] in each case solely to the extent required for the Manufacture of Licensed Compounds and Licensed Products in exercise of the licenses granted by Bayer to Vincera under the Licensed Technology:

- [*]

- [*].

With effect as of the Effective Date, Vincera herewith accepts such transfer and assignment of such license and takes over sole responsibility to comply with the obligations under the [*].

2.3 Technology and Material Transfer.

(a) Within [*] following the Execution Date, Bayer will make the Licensed Know-How listed in Exhibit 2.3.a available to Vincera via release of the relevant documents from the secure data room for download. Additional documents can be made available at any time prior to the Effective Date at Bayer's sole discretion. In the period from the Execution Date up to the Effective Date, Vincera shall be entitled to use such Licensed Know-How solely for translation of the transferred documents into the English language and for any other activities to support the technology and material transfer. For clarity, the broader licenses under Section 2.1, including any right to use of the Licensed Know-How for the actual start or continuance of a Clinical Trial, as well as any takeover of sponsorship for Clinical Trials, shall only become effective upon the Effective Date.

(b) Bayer will transfer the other Licensed Technology and related materials to Vincera in accordance with the transfer plan specified in Exhibit 2.3.b.

2.4 [*].

2.5 [*].

2.6 No Further Rights. Only the licenses granted pursuant to the express terms of this Agreement shall be of any legal force or effect. No other license or assignment rights shall be granted or created by implication, estoppel or otherwise. For clarity, Bayer retains the right to use the Exclusive Technology outside the license scope, including for general research.

3. DEVELOPMENT / DILIGENCE

3.1 Diligence. Vincera (directly or through its Affiliate(s) or Licensee(s)) shall exert Commercially Reasonable Efforts, consistent with its prudent business practices and judgment, to Develop and, to the extent Marketing Approval is obtained, Commercialize, [*], and to obtain such Marketing Approvals as may be necessary for the sale of such Licensed Products. Vincera shall have sole control of, and shall be responsible for, the Development, Manufacture and Commercialization of Licensed Products. All INDs and all Drug Approval Applications will be submitted in the name of Vincera, its Affiliates or Licensees, and all Regulatory Approvals will belong to Vincera, its Affiliates or Licensees. Notwithstanding the foregoing, the Parties acknowledge that there can be scenarios in which it might be commercially reasonable, under certain circumstances, for Vincera to determine [*], and failure under such circumstances to launch such Licensed Product shall not in and of itself be a breach of the diligence obligations under this Agreement.

3.2 Reports. Vincera shall keep Bayer informed of its Development and Commercialization activities with respect to the Licensed Products by annually providing Bayer with a written report stating the status of Development of, and Commercialization activities relating to, such Licensed Products.

3.3 Compliance with Standards. Vincera shall use Commercially Reasonable Efforts to perform all of Vincera's Development, Commercialization and Manufacturing activities hereunder in accordance with the Act and corresponding laws, regulations and guidelines (including commitments made in Drug Approval Applications and Regulatory Approvals).

4. CONSIDERATION

4.1 Upfront License Fee. In partial consideration of the licenses and rights granted to Vincera by Bayer under this Agreement, Vincera shall pay to Bayer an upfront license fee of five million US dollars (USD $5,000,000) within [*]. Such upfront license fee will be non-refundable, and as such shall not be subject to any offset, credit, reduction or repayment for any reason whatsoever, whether provided for in this Agreement or not.

4.2 [*] Fee. In further consideration of the licenses and rights granted to Vincera by Bayer under this Agreement, Vincera shall pay to Bayer following achievement of [*] an amount equal to [*]. Vincera will promptly after the Initial Qualified Financing inform Bayer in writing about the amounts secured within the Initial Qualified Financing and will as soon as reasonably possible submit to Bayer the unredacted SEC files relating to such Initial Qualified Financing.

4.3 Milestones. In further consideration of the licenses and rights granted to Vincera by Bayer under this Agreement, Vincera will [*] from the date of an invoice from Bayer following the first occurrence of any of the milestone events specified below, pay to Bayer the following amounts:

(a) Development milestones with respect to Licensed PTEFb Compounds or Licensed PTEFb Products:

PTEFb Development Milestones	**Payments [*]**
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

(b) Development milestones with respect to Licensed Bioconjugate Compounds or Licensed Bioconjugate Products:

Bioconjugate Development Milestones	[*]	[*]	[*]	[*]
	Payments [*]			
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]

(c) Each of the development milestones shall be payable once upon the first occurrence of the applicable milestone [*], *provided that*, within the Bioconjugate Technology [*]. For clarity, in the case of Licensed Bioconjugate Products, milestone payments will be triggered by [*].

(d) The development milestones referring to [*] are intended to be successive, meaning that if any such given development milestone is achieved even though one or more such preceding development milestones have not been triggered so far, then the milestone payment for the precedent milestone(s) shall be due and payable concurrently with the later achieved milestone. [*].

(e) Commercial sales milestones with respect to Licensed PTEFb Products:

Commercial Sales Milestones	**Payments [*]**
[*]	[*]
[*]	[*]
[*]	[*]

(f) Commercial sales milestones with respect to Licensed Bioconjugate Products:

Commercial Sales Milestones	Payments [*]
[*]	[*]
[*]	[*]

(g) Each of the commercial sales milestones shall be calculated on a [*] basis and shall be payable only once upon the first occurrence of the applicable commercial sales milestone [*]. By way of clarity, in the case of Licensed Bioconjugate Products, commercial sales milestone payments will be triggered by the [*].

(h) [*].

(i) Vincera will inform Bayer within [*] of the achievement of any of the development and sales-related milestone events specified above.

4.4 Royalties on Net Sales. In further consideration of the licenses and rights granted to Vincera by Bayer under this Agreement, subject to Section 4.5 below, Vincera shall pay to Bayer during the Royalty Term royalties on [*] Net Sales of Licensed Products [*], at the applicable royalty rate tier set forth below in Section 4.4(a).

(a) Royalty Rates. Vincera shall pay to Bayer royalties on worldwide Net Sales of Licensed Products [*], during the Royalty Term, at the applicable royalty percentage rate set out as follows [*]:

Worldwide Net Sales of Licensed Products in a Calendar Year	Royalty Percentage Rate	Royalty Rate for Licensed Additional Product
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]

[*].

4.5 Royalty Adjustments.

(a) The royalty rates set forth above will be reduced by [*] on a country-by-country basis and Licensed Product-by-Licensed Product basis when there is no Valid Claim of a Licensed Patent Covering such Licensed Product in the relevant country during the remaining applicable Royalty Term.

(b) If Vincera is required to pay (whether by written agreement or court order) for a license or other rights under any Third Party intellectual property to make use of the Licensed Technology for Development, use, Manufacturing, or Commercializing a Licensed Product in the Field within the Territory as contemplated under this Agreement, Vincera may deduct from the royalty payments [*], provided that in no event shall Vincera reduce the royalties payable to Bayer by more than [*] of the royalties otherwise payable.

(c) In no event shall the combination of royalty reductions allowed per Sections 4.5(a) and 4.5(b) reduce the total royalties payable to Bayer by more than [*].

5. PAYMENTS

5.1 Royalty Reports and Payments. Vincera shall make royalty payments to Bayer within [*] after the date of an invoice from Bayer, which Bayer will submit for each [*] in which Net Sales occurred following receipt of the report from Vincera. Such report summarizing the Net Sales of each Licensed Product during the relevant [*] on a country-by-country basis shall be delivered by Vincera to Bayer within [*] following the end of each [*] for which royalties are due. Such report shall include, without limitation,

(a) the gross sales of Licensed Products and Net Sales during the most recently completed [*] and the royalties payable with respect thereto;

(b) the number of each type of Licensed Products sold on a country-by-country basis;

(c) The method used to calculate Net Sales and royalties; and

(d) The exchange rates used.

5.2 [*]

provided that the upfront payment shall include a reference to this Agreement and its Parties as well as to [*] (or such other person as may be specified in writing by Bayer to Vincera from time to time) as Bayer contact person.

5.3 Payments; Interest. Any payments due under this Agreement shall be due on such date as specified in this Agreement and, in the event such date is not a Business Day, then the next succeeding Business Day. All payments not made by [*] date shall be subject to late payment interest at the United States Secured Overnight Financing Rate (SOFR), currently published on Bloomberg screen <SOFRRATE Index>, fixed two Business Days prior to the due date and reset to the prevailing SOFR at monthly intervals thereafter plus a premium of [*] (or the maximum applicable legal rate of interest if lower). Interest shall be calculated based on the actual number of days in the interest period divided by 360 and shall be calculated from the due date (inclusive) until the date of payment (exclusive). If the prevailing one (1) month USD LIBOR rate is below zero, this rate will be deemed to be zero. The payment of such interest shall not limit Bayer from exercising any other rights it may have as a consequence of the lateness of any payment.

5.4 Taxes: All agreed prices are exclusive of “VAT” (European Value Added Tax, goods and service tax and similar taxes). If VAT is applicable, VAT shall be invoiced additionally acc. to the applicable VAT law. Such VAT shall be paid to [*] and after receipt of a corresponding invoice. Bayer shall issue correct invoices in accordance with the applicable VAT law.

Any Party required to make a payment under this Agreement shall be entitled to deduct and withhold from the amount payable the tax which the paying party is liable on behalf of payee under any provisions of tax law. If the withholding tax rate is reduced according to the regulations in the Double Tax Treaty or local law, no deduction shall be made or a reduced amount shall be deducted only if paying party is timely furnished with the necessary documents by payee issued from the relevant tax authority which certify that the payment is exempt from tax or subject to a reduced tax rate. Any withheld tax shall be treated as having been paid by paying party to payee for all purposes of this Agreement. Paying Party shall timely forward the tax receipts certifying the payments of withholding tax on behalf of payee. Paying Party shall assist payee with regard to all procedures required in order to obtain a withholding tax relief or withholding tax reimbursement by relevant tax authorities. Any withholding taxes due to the assignment of this Agreement by the paying Party that would not have applied without such assignment shall be borne by the paying Party unless the payee has approved or requested this assignment.

5.5 Payment Currency. All royalties due hereunder will be paid to Bayer in US Dollars. Where the payments due are calculated based on a currency other than US Dollars, the amount due will be converted to US Dollars using the EUR cross-rates basing on average exchange reference rates of the European Central Bank Frankfurt/Main, Germany for the applicable [*] as published, in the absence of manifest error, by the European Central Bank on its website (http://www.ecb.int), being currently available under the following link: http://sdw.ecb.europa.eu/browse.do?node=9691296.

If no US Dollar foreign exchange rate is determined by the ECB for the relevant currency, the quarterly average exchange rate based upon the currency exchange rate as published by Reuters shall be used.

5.6 Records of Revenues and Expenses. Vincera shall maintain complete and accurate records which are relevant to the calculation of the success fee for Initial Qualified Financing as well as of the royalties payable by Vincera to Bayer on Net Sales of Licensed Products under this Agreement, and such records shall be in accordance with US-GAAP and open during reasonable business hours for a period of [*] from creation of individual records for examination at Bayer's expense and not more often than [*] by an independent certified public accountant selected by Bayer and acceptable to Vincera for the sole purpose of verifying for Bayer the correctness of calculations of royalties and classifications of such Net Sales under this Agreement. Bayer shall bear its own costs related to such audit; *provided that*, for any underpayments by Vincera of royalties to Bayer [*] that is identified based on such audit that are greater than [*], Vincera shall pay Bayer [*]. For any underpayments by Vincera found under this Section 5.6, Vincera shall pay Bayer the amount of such underpayment. Any overpayments by Vincera will, at Vincera's option, be refunded to Vincera or credited to future royalties. Any records or accounting information received from Vincera shall be Vincera's Information, and the accountant will sign a confidentiality agreement in form and substance that is reasonably satisfactory to Vincera prior to beginning the audit. Results of any such audit shall be provided to both Parties and shall also be deemed Information for purposes of Section 6.1.

6. CONFIDENTIALITY

6.1 Confidential Information. Except as expressly provided herein, the Parties agree that, for [*], the receiving Party shall keep completely confidential and shall not publish or otherwise disclose and shall not use for any purpose except for the purposes contemplated by this Agreement any Information furnished to it by the disclosing Party hereto pursuant to this Agreement, except that to the extent that it can be established by the receiving Party by competent proof that such Information:

(a) is or becomes public or available to the general public other than through the act or default of the receiving Party;

(b) is obtained by the receiving Party or any of its Affiliates from a Third Party who is lawfully in possession of such Information and is not subject to an obligation of confidentiality or non-use owed to the disclosing Party or others;

(c) is previously known to the receiving Party or any of its Affiliates prior to disclosure to the receiving Party by the disclosing Party under this Agreement, as shown by written evidence, and is not obtained or derived directly or indirectly from the disclosing Party;

(d) is independently developed by the receiving Party or any of its Affiliates without the use of or reliance on any Information provided by the disclosing Party hereunder.

6.2 Public Domain. For the purposes of this Agreement, specific information disclosed as part of the Information shall not be deemed to be in the public domain or in the prior possession of the receiving Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of the receiving Party.

6.3 Legal Disclosure. If the receiving Party becomes legally required to disclose any confidential Information provided by the disclosing Party, the receiving Party will give the disclosing Party prompt notice of such fact so that the disclosing Party may obtain a protective order or other appropriate remedy concerning such disclosure and/or waive compliance with the non-disclosure provision of this Agreement. The receiving Party will reasonably cooperate with the disclosing Party in connection with the disclosing Party's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or the disclosing Party waives such compliance, the receiving Party will make such disclosure only to the extent that such disclosure is legally required and will use its reasonable efforts to have confidential treatment accorded to the disclosed Information.

6.4 Permitted Use and Disclosures. Except as expressly provided otherwise in this Agreement, the receiving Party may disclose Information of the disclosing Party as expressly permitted by this Agreement (including Sections 6.1 and 6.3) and as follows:

(a) to the extent such use or disclosure is reasonably necessary in complying with applicable governmental regulations or otherwise submitting information to tax or other governmental authorities;

(b) to Third Parties under appropriate terms and conditions including confidentiality provisions substantially equivalent to those in this Agreement for consulting, Manufacture, Development, external testing, clinical trials and Commercialization with respect to Licensed Compounds and/or Licensed Products, or otherwise as is reasonably necessary to exercise the rights and licenses granted herein;

(c) to employees, officers, directors and agents of the receiving Party who have a need to know the Information for purposes of this Agreement, provided such employees, officers, directors and agents are bound by appropriate confidentiality obligations substantially equivalent to those in this Agreement;

(d) to licensees and collaboration partners of either Party, to potential licensees and collaboration partners in the context of a due diligence review; to actual and potential financial investors, lenders and acquirers, and to advisors and consultants, provided such Third Parties are bound by appropriate confidentiality obligations substantially equivalent to those in this Agreement; and

(e) to the extent such disclosure is reasonably necessary in filing or prosecuting patent, copyright and trademark applications, prosecuting or defending litigation, complying with applicable governmental or tax regulations, obtaining Regulatory Approval, and/or conducting preclinical or clinical studies;

provided that, if the receiving Party is required to make any such disclosure of the disclosing Party's Information, other than as expressly provided in this Agreement, it will give reasonable advance notice to the disclosing Party of such disclosure and, save to the extent inappropriate in the case of patent applications, will use its reasonable efforts to secure confidential treatment of such Information prior to its disclosure (whether through protective orders or otherwise).

6.5 Public Disclosure. Except as otherwise required by law or Regulatory Authority, neither Party shall issue a press release or make any other public disclosure concerning this Agreement without the prior written approval of such press release or public disclosure by the other Party. Each Party shall submit any such press release or public disclosure to the other Party for its prior review and approval, which approval shall not be unreasonably withheld. If the receiving Party does not respond within [*] Business Days from submission, the press release or public disclosure shall be deemed approved. If Vincera intends to issue a press release following conclusion of this Agreement, the foregoing timelines shall not apply if the wording has been agreed between the Parties prior to the Effective Date. The contents of any such announcement or similar publicity that has been reviewed and approved by the reviewing Party can be re-released by either Party via the same communication channels without a requirement for re-approval. The principles to be observed by Bayer and Vincera in public disclosures with respect to this Agreement shall be: accuracy, compliance with applicable legal and regulatory requirements, the requirements of confidentiality under this Article 6 and normal business practice in the pharmaceutical industry for disclosures by companies comparable to Bayer and Vincera. Notwithstanding the foregoing, either Party may issue such press releases as it determines, based on advice of counsel, are reasonably necessary to comply with law or Regulatory Authority or for appropriate market disclosure. It is understood, however, that unless required by law or Regulatory Authority, the Parties shall not disclose the specific

financial terms and conditions of this Agreement. In addition, if a public disclosure is required by law or Regulatory Authority, including without limitation in a filing with the US Securities and Exchange Commission, the disclosing Party shall provide copies of the disclosure reasonably in advance of such filing or other disclosure for the non-disclosing Party's prior review and comment and shall give due consideration to any reasonable comments by the non-filing Party relating to such filing, including without limitation the provisions of this Agreement for which confidential treatment should be sought.

6.6 Confidential Terms. Except as expressly provided herein, each Party agrees not to disclose any terms of this Agreement to any Third Party without the consent of the other Party; except that disclosures may be made as required by securities or other applicable laws or Regulatory Authority, or to actual or prospective investors, Licensees, acquirors, lenders or corporate partners, or to a Party's accountants, attorneys and other professional advisors, subject to appropriate redactions on a need-to-know basis and in consideration of legitimate confidentiality interest of the other Party.

6.7 Survival. This Article 6 will survive expiry or termination of this Agreement for any reason.

7. PHARMACOVIGILANCE

7.1 For clarity, this Section 7 shall apply only to BAY 1251152.

7.2 Within a period of [*] from the Effective Date, the Parties will conclude a Pharmacovigilance Agreement to govern the investigation of and action to be taken with regard to adverse experience reports related to BAY 1251152, such that each of the Parties can comply with its legal obligations worldwide (the "Pharmacovigilance Agreement"), such Pharmacovigilance Agreement to be promptly amended as changes in legal obligations require or as otherwise agreed by the Parties.

7.3 The Pharmacovigilance Agreement will

(a) define responsibilities for adverse experience handling for initial, follow-up and/or periodic submission to Regulatory Authorities of significant information on BAY 1251152; and

(b) include arrangements for the exchange of serious and non-serious cases including formats and timelines, periodic safety update reports, periodic reports and answers to safety related queries by Regulatory Authorities.

7.4 With regard to BAY 1251152, any transfer of drug product vials and sponsorship of clinical studies to Vincera requires prior execution of the Pharmacovigilance Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that as of the Effective Date:

(a) It is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation;

(b) It is duly authorized to execute and deliver this Agreement and perform its obligations hereunder, and the person or persons executing this Agreement on its behalf have been duly authorized to do so by all requisite corporate action; and

(c) This Agreement is legally binding upon it, enforceable in accordance with its terms.

8.2 Bayer. Bayer represents, warrants and covenants as of the Effective Date that:

(a) the patents and patent applications described in Exhibits 1.44.A and 1.44.B are the only patents and patent applications owned or Controlled by Bayer or its Affiliates that, if not for this Agreement, would be infringed by the use of the Licensed Technology or Bayer Compounds for Development, use, Manufacture or Commercialization of Licensed Products;

(b) Bayer and its Affiliates exclusively Control all right, title and interest in and to the Licensed Patents, and Bayer has all authorizations from its Affiliates to grant the licenses under the Licensed Patents to Vincera in accordance with its obligations under this Agreement; the Affiliates and other co-owners and co-applicants of such Licensed Patents do not have the ability to revoke or modify against Bayer's direction those Licensed Patents in a way that would conflict with Bayer's obligations under this Agreement;

(c) Neither Bayer nor its Affiliates have previously (i) licensed, assigned, transferred or otherwise conveyed any right, title or interest in, to or under the Licensed Patents Rights, or (ii) granted any rights to any Third Party which in any way legally conflict with the licenses and rights granted to Vincera under this Agreement;

(d) The Licensed Patents are free and clear of any liens, charges and encumbrances that would conflict with the license grants to Vincera hereunder;

(e) Neither Bayer nor its Affiliates have received any written notice of any existing or threatened actions, suits or other proceedings pending against it with respect to the Licensed Patents, Licensed Compound or Licensed Product;

(f) Neither Bayer nor its Affiliates have received written notice from a Third Party claiming that a patent owned by such Third Party would be infringed by the manufacture, use, sale, offer for sale or import of the Licensed Compound or Licensed Product in the Territory;

(g) To the knowledge of Bayer, the Licensed Patents and Licensed Know-How include all Know-How owned or licensed by Bayer and its Affiliates that is required to Develop, use, Manufacture and Commercialize the Licensed Products in the Field in the Territory;

(h) To the knowledge of Bayer, the Exclusive Technology and Non-Exclusive Technology Controlled by Bayer and its Affiliates includes all technology that is necessary or reasonably useful to Develop, use, Manufacture and Commercialize the Licensed Products comprising a Bayer Compound in the Field in the Territory;

(i) To the knowledge of Bayer, Bayer and its Affiliates have complied with all laws applicable to the prosecution and maintenance of the Licensed Patents; and

(j) To the knowledge of Bayer, Bayer and its Affiliates have obtained assignments from the inventors of all rights and embodiments in and to the Licensed Patents, and the inventorship of the Licensed Patents is properly identified on each issued Licensed Patent or application.

8.3 Vincera. Vincera represents, warrants and covenants as of the Effective Date that:

(a) Vincera has provided to Bayer a true and complete copy of the Merger Agreement; and

(b) the Merger Agreement is valid, binding and enforceable according to its terms, and Vincera is not in breach of, and has not received any notice of any default, breach or violation under, the Merger Agreement.

8.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT IS OR SHALL BE CONSTRUED AS:

(a) A WARRANTY OR REPRESENTATION BY BAYER AS TO THE SCOPE OF ANY LICENSED PATENT;

(b) A WARRANTY OR REPRESENTATION THAT ANYTHING MADE, USED, SOLD OR OTHERWISE DISPOSED OF UNDER ANY LICENSE GRANTED IN THIS AGREEMENT IS OR WILL BE FREE FROM INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY OF THIRD PARTIES;

(c) A REQUIREMENT THAT BAYER OR VINCERA SHALL FILE ANY PATENT APPLICATION, SECURE ANY PATENT OR MAINTAIN ANY PATENT IN FORCE;

(d) AN OBLIGATION TO BRING OR PROSECUTE ACTIONS OR SUITS AGAINST THIRD PARTIES FOR INFRINGEMENT;

(e) GRANTING BY IMPLICATION, ESTOPPEL, OR OTHERWISE, ANY LICENSES OR RIGHTS UNDER PATENTS OR KNOW-HOW OF BAYER OTHER THAN THE ASSIGNMENT, LICENSES AND COVENANTS NOT TO SUE EXPRESSLY CONVEYED IN ARTICLE 2; OR

(f) A REPRESENTATION OR WARRANTY BY BAYER OF THE ACCURACY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF ANY BAYER KNOW-HOW AT ANY TIME MADE AVAILABLE BY BAYER.

8.5 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, BAYER SHALL HAVE NO LIABILITY WHATSOEVER TO VINCERA OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON, VINCERA OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE PRODUCTION, USE OR SALE OF ANY LICENSED PRODUCT OR THE PRACTICE OF THE LICENSED PATENTS; OR (B) THE USE OF ANY BAYER KNOW-HOW.

9. INTELLECTUAL PROPERTY

9.1 Ownership of Inventions, Improvements and Know How. Any inventions, Improvements and Know How invented, discovered, developed, created, conceived or reduced to practice or acquired by or on behalf of Vincera relating to the Licensed Compounds and/or the Licensed Products shall be solely owned by Vincera.

9.2 Patent Filings for Improvements. Vincera shall be responsible, at its sole discretion and at its own cost, to prepare, file, prosecute and maintain Patents to cover Improvements owned by Vincera relating to the Licensed Compound and/or the Licensed Product in the Field in the Territory.

9.3 Filing, Prosecution and Maintenance of Licensed Patents.

(a) Vincera is responsible for the filing, prosecution and maintenance of the Licensed Patents, through an outside patent counsel of its choice, and shall bear all costs thereof, including managing / settling any interference, opposition, re-issue, reexamination, supplemental examination, invalidation proceedings (including *inter partes* or post-grant review proceedings), revocation, nullification, or cancellation proceeding relating to the foregoing, and listing in regulatory publications or the FDA Orange Book. Vincera shall (a) keep Bayer properly informed as to the filing, prosecution and maintenance of any Licensed Patents, including the status thereof, and provide to Bayer copies of all correspondence to or from any patent office related thereto, (b) provide Bayer with copies of, and reasonable time (if possible no less than [*]) to review and comment upon any documents intended for submission to any patent office, including any divisional, continuation or continuation-in-part patent application of any Licensed Patent, prior to submission; (c) furnish to Bayer copies of documents related to any filing, prosecution and maintenance of such Licensed Patents; (d) provide Bayer with a copy of each patent application or other submission as filed, together with notice of its filing date and serial number; and (e) incorporate reasonable comments of Bayer on documents to be filed with any patent office that would affect Bayer's rights in such Licensed Patents hereunder unless such comments would adversely affect Vincera's rights hereunder. Bayer shall bear its own legal costs.

(b) Vincera agrees to seek and maintain, in its reasonable discretion, the strongest patent protection possible and to use reasonable endeavors to ensure that Licensed Products are Covered by Licensed Patents. Vincera may decide at its sole discretion whether and in which countries it wishes to file, nationalize, further prosecute or maintain a Licensed Patent. If Vincera chooses not to file, nationalize, further prosecute or maintain a Licensed Patent in a certain country, it shall inform Bayer thereof sufficiently in advance and at least [*] in advance of any associated filing or payment deadline, and Bayer shall have the right to file, prosecute, or maintain, in its sole name and at its cost, such Licensed Patents in the respective countries where Vincera does not want to file, prosecute, or maintain, and such Licensed Patent(s) in such countries shall be removed from the grant of rights provided to Vincera in this Agreement. Vincera shall cooperate in all reasonable respects with Bayer's prosecution of any such Licensed Patents at the expense of Bayer. Transfer costs imposed by the respective patent attorneys and registration costs imposed by the respective public registers shall be borne by Bayer.

9.4 Patent Enforcement of Licensed Patents.

(a) Notification of Infringement. Each Party agrees to provide written notice to the other Party promptly after becoming aware of any Third Party infringement of the Licensed Patents, such notice to include reasonable evidence of such infringement. Neither Party shall notify a Third Party of such infringement of Licensed Patents without the consent of the other Party, such consent not to be unreasonably withheld. The Parties shall use reasonable efforts and cooperation to terminate such infringement without litigation.

(b) Vincera Right to Enforce. So long as Vincera remains the exclusive licensee of the Licensed Patents in the Field in the Territory, Vincera, to the extent permitted by law, shall have the first right (but not the obligation), under its own control and at its sole expense, to prosecute any Third Party infringement of the Licensed Patents in the Field in the Territory, subject to Section 9.4.5. If required by law, Bayer shall permit any action under this Section 9.4 to be brought in its name, including being joined as a party-plaintiff, *provided that*, Vincera shall hold Bayer harmless from, and indemnify Bayer against, any reasonable costs, expenses, or liability that Bayer incurs in connection with such action. Prior to commencing any such action, Vincera shall consult with Bayer and shall consider the views of Bayer regarding the advisability of the proposed action and its effect on the public interest. Vincera shall not enter into any settlement, consent judgment, or other voluntary final disposition of any infringement action under this Section without the prior written consent of Bayer, such consent not to be unreasonably withheld, if such settlement, consent judgment or other voluntary disposition would materially and adversely affect the interests of Bayer.

(c) Bayer Right to Enforce. If Vincera does not stop the Third Party infringement, or fails to have initiated an infringement action, within a reasonable time, but no longer than (i) [*], after Vincera first becomes aware of the basis for such action or (ii) [*] before the time limit, if any, set forth in the applicable laws in regulations for the filing of such actions, whichever comes first, Bayer shall have the right, at its sole discretion, to prosecute such infringement under its sole control and at its sole expense.

(d) Declaratory Judgment Actions. If a Patent Challenge is brought against Bayer or Vincera by a Third Party, Bayer, at its option, shall have the right within [*] after commencement of such action to take over the sole defense of the action at its own expense. If Bayer does not exercise this right, Vincera may, at its option, take over the sole defense of the action with respect to the relevant Licensed Patent(s) at Vincera's sole expense. Vincera will immediately notify Bayer in the event that a Patent Challenge is brought against Vincera.

(e) Recovery. All monies recovered upon the final judgment or settlement of any such suit or action to enforce the Licensed Patents in the Field in the Territory shall be applied in the following order of priority: (i) first, the Party bringing the suit or action shall be reimbursed for all costs and expenses (including but not limited to reasonable attorney's fees and costs) incurred in connection with such suit or action, then to the costs and expenses (if any) of the other Party; and (ii) any amounts remaining shall be allocated [*].

(f) Cooperation. Each Party agrees to cooperate in any action under this Article 9 which is controlled by the other Party, *provided that*, the controlling Party reimburses the cooperating Party promptly for any costs and expenses incurred by the cooperating Party in connection with providing such assistance.

(g) Settlement. The Party that controls the prosecution of a given suit or action shall also have the right to control settlement of such suit or action; *provided that*, if one Party controls, no settlement shall be entered into without the written consent of the other Party (which consent shall not be unreasonably withheld) if such settlement would [*].

9.5 Infringement of Third Party Patents. If a Party becomes aware that a Third Party is asserting that a Patent or other intangible right owned by it is infringed by the Licensed Product in the Field in the Territory, such Party shall promptly notify the other Party in writing setting forth the facts of such claim in reasonable detail. In such a case, subject to Sections 10.1 and 10.3 of this Agreement, (i) Vincera shall defend against any such assertions or any action relating thereto at its cost and expense; (ii) Bayer shall against reimbursement of Bayer's costs render such assistance as may reasonably be requested in connection with any such action taken by Vincera, and (iii) no settlement may be entered into without the written consent of Bayer, if such settlement, consent to judgment, or other voluntary final disposition would result in the admission of any liability or fault on behalf of Bayer, or would result in or impose any payment obligations upon Bayer. The costs of any such settlement (including, without limitation, damages, expense reimbursements, compliance, future royalties or other amounts) shall be paid by Vincera. Subject to Sections 10.1 and 10.3, in the event that Vincera does not defend such action in accordance with this Section 9.5, then, except as set forth in this Section 9.5, Bayer shall have the right, but not the obligation, to initiate or continue a defense at its cost and expense. In such event, Vincera shall render such assistance as may reasonably be requested in connection with any such action taken by Bayer.

9.6 Common Interest. All non-public information exchanged between the Parties or obtained or received by either Party from the other Party's outside patent counsel regarding preparation, filing, prosecution or maintenance of the Licensed Patents, and all shared information regarding analyses or opinions of Third Party intellectual property, will be deemed Confidential Information. The Parties agree and acknowledge that they have not waived, and nothing in this Agreement constitutes a waiver of, any legal privilege concerning the Licensed Patents or the Confidential Information, including privilege under the common interest doctrine and similar or related doctrines.

10. INDEMNIFICATION / LIMITATION OF LIABILITY

10.1 Bayer. Bayer shall indemnify, defend and hold harmless Vincera and its directors, officers, employees and agents (each a "Vincera Indemnitee") from and against any and all liabilities, damages, losses, costs or expenses (including attorneys' and professional fees and other expenses of litigation and/or arbitration) ("Liability") resulting from a claim, suit or proceeding made or brought by a Third Party against a Vincera Indemnitee arising from or occurring as a result of (i) the gross negligence or willful misconduct of a Bayer Indemnitee, or (ii) any breach of the representations, warranties, covenants and agreements of Bayer set forth in this Agreement, except to the extent such Liability falls within the scope of the indemnification obligations of Vincera set forth in Section 10.2.

10.2 Vincera. Vincera shall indemnify, defend and hold harmless Bayer and its directors, officers, employees and agents (each a "Bayer Indemnitee") from and against any and all Liability resulting from a claim, suit or proceeding made or brought by a Third Party against a Bayer Indemnitee, arising from or occurring as a result of (i) any breach of the representations, warranties, covenants and agreements of Vincera set forth in this Agreement, (ii) the gross negligence or willful misconduct of a Vincera Indemnitee, or (iii) any Development, use, Manufacture or Commercialization of any Licensed Product by Vincera or its Affiliates and Licensees (including, without limitation, product liability claims), except to the extent such Liability falls within the scope of the indemnification obligations of Bayer set forth in Section 10.1.

10.3 Procedure. Each Party, as an indemnifying party (an "Indemnifying Party"), shall not be permitted to settle or compromise any claim or action giving rise to a claim for indemnification hereunder in a manner that imposes any restrictions or obligations on the indemnified party (an "Indemnified Party"), without the other Party's prior written consent. The Indemnifying Party shall be permitted to control any litigation or potential litigation involving the defense of any claim subject to indemnification pursuant to this Section 10.3, including the selection of counsel, with the reasonable approval of the Indemnified Party. If an Indemnifying Party fails or declines to assume the defense of any such claim or action within [*] after notice thereof, the Indemnified Party may assume the defense of such claim or action at the cost and risk of the Indemnifying Party. The indemnification rights of an Indemnified Party contained in this Agreement are in addition to all other rights which such Indemnified Party may have at law or in equity or otherwise. The Indemnifying Party will pay directly all costs, expenses, liabilities and charges incurred for defense or negotiation of any claim hereunder or will reimburse the Indemnified Party for all documented costs, expenses, liabilities and charges incident to the defense or negotiation of any such claim within [*] after the Indemnifying Party's receipt of invoices for such fees, expenses, liabilities and charges.

10.4 Limitation of Liability. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, BUSINESS INTERRUPTION, EXEMPLARY OR INDIRECT DAMAGES, ARISING UNDER STATUTE, IN TORT, OR CONTRACT. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY CLAIMS FOR LOST PROFITS ARISING UNDER STATUTE, IN TORT, OR IN CONTRACT. THE FOREGOING LIMITATIONS WILL NOT APPLY TO LIMIT ANY PARTY'S LIABILITY WITH RESPECT TO (A) A THIRD PARTY CLAIM, (B) FRAUD, OR (C) CRIMINAL ACTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BAYER'S AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED [*].

10.5 Insurance.

(a) Subject to the proceeding subsection, each Party, at its own expense, shall obtain and maintain product liability insurance during the term of this Agreement for claims related to bodily injury or death caused by the Licensed Product. Upon request, each Party shall provide the other Party with a copy of the respective policy of its product liability insurer.

(b) In lieu of the insurance coverage described in the preceding subsection, Bayer shall have the right to undertake a program of self-insurance to cover its obligations hereunder, with financial protection comparable to that arranged by it for its own protection with regard to other products in its portfolio.

11. TERM AND TERMINATION

11.1 Effective Date. With the exception of the second sentence of this Section 11.1, this Agreement shall commence subject to, and with effect as of, the date of fulfilment of the following condition precedent, but in no event earlier than the Execution Date:

(a) that Vincera will by, at the latest, 31 December 2020, have secured the Initial Qualified Financing.

("Effective Date").

Section 2.3(a) shall already commence upon the Execution Date, provided that

(i) Sections 6, 8.4, 10.2, 10.4, 11.3-11.7 and 12 shall also already apply upon the Execution Date with respect to the Licensed Know-How transferred by Bayer to Vincera prior to the Effective Date; and

(ii) in case that Vincera does not achieve the above condition precedent, the provisions on termination by Vincera for convenience shall apply mutatis mutandis as to the consequences of termination (Section 11.7).

11.2 Term. This Agreement shall, unless earlier terminated as provided in this Article 11, continue in full force and effect on a country-by-country and Licensed Product-by-Licensed Product basis from the Effective Date until there are no remaining royalty payment obligations under Article 4 in the relevant country, at which time the Agreement shall expire in its entirely in such country (the "Term").

11.3 Termination for Cause.

(a) Subject to sentence 2 of this Section 11.3 a) and to Section 11.3 b) and c), either Party shall be entitled to terminate this Agreement in its entirety, or on a Licensed Technology-by-Licensed Technology or Licensed Product-by-Licensed Product basis, as provided herein, by written notice to the other with immediate effect if the other Party materially breaches any of its material obligations under this Agreement [*] and, if such material breach is curable, such material breach is not cured within [*] following receipt of written notice from the non-breaching Party, which notice shall specify in reasonable detail the nature of the material breach and demand its cure. The non-breaching Party may only terminate the Agreement on a Licensed Technology-by-Licensed Technology or Licensed Product-by-Licensed Product basis based on the specific Licensed Technology or Licensed Products to which such material breach primarily relates, unless such material breach is of such a nature, repetition and/or duration that it substantially undermines the benefits reasonably expected to be realized by the non-breaching Party from the Agreement, taken as a whole.

(b) Notwithstanding the foregoing, if either Party is alleged to be in material breach as provided herein and disputes such allegation in good faith and on the basis of detailed reasons through the dispute resolution procedures set forth in Section 12.1(b), then the beginning of the cure period shall be tolled for so long as the matter is in the escalation process of Section 12.1(b). If the Parties are unable to resolve such dispute through such process and the allegedly breaching Party submits such dispute to arbitration pursuant to Section 12.1(c), then any termination submitted following the end of the cure period shall only become effective as of the date of delivery of the arbitration award confirming the material breach.

(c) Bayer shall be entitled to terminate this Agreement in its entirety with immediate effect if Vincera commits a material breach of its overall payment obligations under this Agreement and such material breach is not cured within [*] following Vincera's receipt of written notice thereof from Bayer. In such event, Section 11.3(b) shall not apply, provided that if the allegedly breaching Party disputes in good faith and on the basis of detailed reasons whether the payment obligations allegedly breached have in fact become due and payable, then Section 11.3(b) shall apply.

(d) Nothing in Section 11.3 shall restrict the ability of a Party to seek damages or other remedies for losses suffered by such Party as a result of a material breach of this Agreement by the other Party regardless of whether such material breach would give rise to a right of termination as provided in Sections 11.3(a) and 11.3(c).

11.4 Termination for Insolvency. If voluntary or involuntary proceedings by or against a Party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such Party, or proceedings are instituted by or against such Party for corporate reorganization or the dissolution of such Party, which proceedings, if involuntary, shall not have been dismissed within [*] days after the date of filing, or if such Party makes an assignment for the benefit of creditors, or substantially all of the assets of such Party are seized or attached and not released within [*] days thereafter, the other Party may immediately terminate this Agreement effective upon written notice of such termination.

11.5 Termination for challenge. Bayer may terminate this Agreement in its entirety or on a Licensed Technology-by-Licensed Technology basis by written notice with immediate effect if Vincera takes any action, serves any notice or commences any proceedings seeking to revoke or challenge the validity of any Licensed Patents or if it procures or assists an Affiliate of Vincera or a Third Party (including its Licensees) to take any such action ("Patent Challenge"). If a Licensee of Vincera challenges the validity, scope or enforceability of or otherwise opposes any Licensed Patent under which such Licensee is sublicensed, then Vincera shall, upon written notice from Bayer, [*]. Vincera shall include provisions in all agreements under which a Third Party obtains a license under any Licensed Patents providing that if the Licensee challenges the validity or enforceability of or otherwise opposes any such sublicensed Licensed Patent, [*].

11.6 Termination for Convenience. Vincera may on [*] written notice to Bayer terminate this Agreement for any reason.

11.7 Effect of Termination and Expiration.

(a) Accrued Rights and Obligations. Termination of this Agreement for any reason (whether in its entirety or on a Licensed Technology-by-Licensed Technology or Licensed Product-by-Licensed Product basis) shall not release any Party hereto from any liability which, at the time of such termination, has already accrued to the other Party or which is attributable to a period prior to such termination nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement. It is understood and agreed that monetary damages may not be a sufficient remedy for any breach of this Agreement and that the non-breaching Party may be entitled to injunctive relief as a remedy for any such breach. If a license to intellectual property rights survives expiration or termination, Vincera may continue to exploit such license.

(b) Expiration. Following expiration (but not after early termination) of this Agreement on a country-by-country basis and Licensed Product-by-Licensed Product basis, the rights and licenses granted by Bayer to Vincera under this Agreement shall convert to non-exclusive, irrevocable, royalty-free, fully paid-up rights and licenses, with the right to grant sublicenses (through multiple tiers), including under any then-existing Licensed Know-How, to continue to Develop, use, Manufacture and/or Commercialize the relevant Licensed Product in the relevant country.

(c) Sublicenses. Upon termination of this Agreement (whether in its entirety or on a Licensed Technology-by-Licensed Technology or Licensed Product-by-Licensed Product basis), all sublicenses shall terminate, provided that, if any Licensee is in compliance in all material aspects with the terms of its sublicense in effect on the date of termination, Bayer will grant such Licensee that so requests a license with terms substantially similar to this Agreement. In no event shall the obligations of Bayer to such Licensee exceed the obligations of Bayer to Vincera under the applicable portions of this Agreement.

(d) Wind-down; Return of Licensed Know-How. Upon termination of this Agreement (whether in its entirety or on a Licensed Technology-by-Licensed Technology or Licensed Product-by-Licensed Product basis), (i) the licenses granted hereunder shall terminate with respect to the terminated portion of the Agreement, and (ii) Vincera and its Affiliates and (subject to Section 11.7(c)) its Licensees shall wind down all Development and Commercialization activities related to the terminated portion of this Agreement, and return to Bayer all Licensed Know-How that relates solely to such terminated portion of this Agreement, as soon as reasonably practicable but in any event not longer than [*] following termination, subject to compliance with ethical and legal requirements. Any Net Sales made during this wind-down period shall be treated as Net Sales and royalties thereon shall be paid to Bayer.

(e) Termination under Section 11.6 or of Bayer under Sections 11.3-11.5. The following provisions shall additionally apply if Vincera terminates this Agreement pursuant to Section 11.6 or of Bayer under Sections 11.3-11.5:

(i) Effective as of such termination, to the extent it has the right to do so Vincera shall, and it hereby does, grant to Bayer a non-exclusive, royalty-free, fully-paid, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicense, under any then existing intellectual property Controlled by Vincera that covers any Licensed Products to which such termination relates that are under Development or in Commercialization by Vincera at the time of termination and that is necessary to Develop, use, Manufacture and/or Commercialize such Licensed Products in the Field in the Territory. Furthermore, to the extent it has the right to do so Vincera grants to Bayer an exclusive option to obtain an exclusive license under such intellectual property [*]. Bayer may exercise such option on a Licensed Technology-by-Licensed Technology and Licensed Product-by-Licensed Product basis as follows: for the Bioconjugate Technology or any related Licensed Products within [*] after the termination date and for the PTEFb Technology or any related Licensed Products within [*] after the termination date.

(ii) To the extent permitted by applicable law, Vincera shall, as directed by Bayer, promptly as practicable (and in any event within [*]) after such termination, and solely with respect to Licensed Technology and/or Licensed Products to which any such termination relates: (A) deliver to Bayer true, correct and complete copies of all regulatory filings and registrations (including NDAs and Regulatory Approvals) for any such Licensed Products, and (B) transfer or assign, or cause to be transferred or assigned, to Bayer or its designee (or to the extent not so assignable, take all reasonable actions to make available to Bayer or its designee the benefits of) all regulatory filings and registrations (including NDAs and Regulatory Approvals) for any such Licensed Product, whether held in the name of Vincera, its Affiliates or, subject to Section 11.7(c), Licensees; and (C) take such other actions and execute such other instruments, assignments and documents as may be necessary to effect, evidence, register and record the transfer, assignment or other conveyance to Bayer of rights under this Section 11.7(e)(ii); provided

(iii) in the event of a termination by Vincera under Section 11.6, Bayer reimburses Vincera for all of Vincera's costs associated with any of the foregoing deliveries, transfers, assignments, registrations, actions or executions described in (A) through (C).; or

(iv) in the event of a termination by Bayer under Sections 11.3-11.5, Bayer pays Vincera for the value of such regulatory filings and registrations, which shall be negotiated by the Parties in good faith based on the amount a Third Party would be willing to pay for such regulatory filings and registrations, provided that, if the Parties are unable to agree on value within [*] of such termination (or such other period as mutually agreed upon by the Parties), then [*]. The Parties shall share equally in any fees or expenses in connection with [*]. For clarity, Bayer may decide in its sole discretion whether or not to acquire such regulatory filings and registrations under the terms of [*].

(v) Vincera shall, as directed by Bayer, either (i) complete or wind-down any ongoing Development activities with respect to the Licensed Product to which such termination relates in an orderly fashion or (ii) promptly transition such Development activities to Bayer or its designee, with due regard for patient safety and in compliance with all applicable laws, rules and regulations and international guidelines; provided Bayer reimburses Vincera for all costs of transitioning such Development activities.

(vi) Bayer shall have the right, but not the obligation, to purchase from Vincera any or all usable clinical and/or commercial inventory of Licensed Product to which such termination relates in Vincera's or its Affiliates' possession as of the date of termination. Clinical and commercial inventory shall be provided at a transfer price equal to Vincera's cost of goods, without mark-up or profit margin. Any packaging, transport, insurance and other costs relating to delivery shall be at Bayer's expense.

(vii) If Vincera was, prior to termination, Manufacturing, or having Manufactured on its behalf, any clinical or commercial quantities of Licensed Product to which such termination relates for use or distribution in the Territory, then at Bayer's request, and until the earlier of (A) such time as Bayer has secured another source of such Licensed Product that is able to meet Bayer's Licensed Product quality and quantity requirements, and (B) [*] after such termination, Vincera shall use Commercially Reasonable Efforts to supply, or cause to be supplied, to Bayer such quantities of such Licensed Product as Bayer may reasonably require for the Development and Commercialization of such Licensed Product; provided that Bayer shall use Commercially Reasonable Efforts to secure another source of supply of such Licensed Product as soon as reasonably practicable. Clinical and commercial material supplied pursuant to Section 11.7(e)(iv) shall be provided at a transfer price equal to [*].

11.8 Survival. Sections 2.4, 6, 8, 9.1, 10, 11.7 and 12 of this Agreement shall survive expiration or termination of this Agreement for any reason, to the extent that such provisions, by their nature, are intended to survive expiration or termination.

12. MISCELLANEOUS

12.1 Governing Law; Dispute Resolution.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without reference to any rules of conflict of laws. This Agreement was prepared in the English language, which language shall govern the interpretation of, and any dispute regarding, the terms of this Agreement.

(b) The Parties shall first attempt to resolve any dispute, controversy, or claim arising in connection with this Agreement, including any such dispute, controversy, or claim related to compliance with the terms of this Agreement, or the validity, breach, termination or interpretation of this Agreement, promptly by negotiations between the Chief Executive Officer of Vincera, or such other officer designated by the Chief Executive Officer of Vincera from time to time, and a senior executive of Bayer, each with authority to resolve the dispute, controversy, or claim (each a "Senior Executive"). The Senior Executives shall have [*] in which to meet in good faith to resolve the dispute, controversy, or claim. During such period of negotiations, any applicable time periods under this Agreement shall be tolled. If the Senior Executives are unable to resolve the dispute within such time period, either Party may pursue any remedy available to such Party at law or in equity, subject to the terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, Vincera and Bayer shall each have the right to apply to any court of competent jurisdiction for appropriate interim or provisional relief, as necessary to protect the rights or property of that Party.

(c) In the event a dispute, controversy, or claim under this Agreement is not settled within the [*] meeting by the Senior Executives, then the Parties shall submit such dispute, controversy, or claim to arbitration in New York City, New York, which shall be conducted according to the Rules of Arbitration ("Rules") of the International Chamber of Commerce ("ICC") by a panel of three (3) arbitrators (except as stated below) appointed in accordance with said Rules, save that the third arbitrator, who will act as president of the arbitral tribunal, shall not be appointed by the International Court of Arbitration, but by the two arbitrators which have been appointed by either of the Parties in accordance with the said Rules. The language of the arbitration shall be English. The arbitrations shall decide the matter(s) in accordance with the laws of the State of New York, without reference to the conflict of laws rules thereof or the United Nations Convention on Contracts for the International Sale of Goods. If the dispute relates to whether a material breach by a Party has occurred or has been cured or is incurable and notice of termination under Section 11.3 has been issued, the arbitration shall be conducted according to the fast-track arbitration procedures under the said Rules and a three-person arbitration panel will not be required. The IBA Rules on the Taking of Evidence in International Arbitration shall apply on any evidence to be taken up in the arbitration. Any Information disclosed in arbitration shall be subject to the confidentiality provisions of this Agreement. The Parties shall instruct the arbitrators to rule on each disputed issue within [*] after completion of the hearing. The arbitrators shall render a "reasoned decision" within the meaning of the ICC rules which shall include findings of fact and conclusions of law. The determination of the arbitrators as to the resolution of any dispute shall be the sole and exclusive procedure for resolution, and shall be binding and conclusive upon the Parties, absent manifest error; *provided, however*, that a Party may have the right to apply to any court of competent jurisdiction for appropriate interim or provisional relief, as necessary to protect the rights or property of that Party. All rulings of the arbitrators shall be in writing and shall be delivered to the Parties as soon as is reasonably possible. Any arbitration award may be entered in and enforced by a court in accordance with Section 12.1(a). Each Party shall bear its own legal fees in connection with any arbitration procedure, including the attorneys' fees of such Party, and 50% of the fees of the arbitrators, unless otherwise awarded by the arbitrators.

(d) Notwithstanding anything in this Agreement to the contrary, any and all disputes between the Parties regarding the validity, infringement, and enforceability of any Patents in a particular country ("Patent Matters") shall be determined in a court or other tribunal, as the case may be, of competent jurisdiction under the applicable patent laws of such country, with a jury trial being, however, excluded. If such dispute involves both Patent Matters and material breach matters, the arbitrators will have the right to stay the arbitration until determination of any Patent Matters material to the resolution of the dispute as to the material breach matters is resolved.

(e) Without limiting any other remedies that may be available under law, the arbitrators shall have no authority to award damages not permitted to be recovered pursuant to this Agreement.

12.2 Independent Contractors. The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint ventures of the others for any purpose as a result of this Agreement or the transactions contemplated thereby.

12.3 Assignment. Subject to Sections 12.3(a) through (c) below, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a Party hereto for all purposes hereof.

(a) No Party may assign, delegate or otherwise transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Party. Any attempted assignment by Bayer or Vincera in violation of this Section 12.3 shall be null and void and of no legal effect.

(b) Notwithstanding Section 12.3(a) above, each Party may without the consent of the other Party, (i) assign this Agreement or any or all of its rights and interests hereunder to one or more of its Affiliates, or (ii) designate one or more of its Affiliates to perform its obligations hereunder, provided, in each case, that the Party shall notify the other Party in writing of the transfer and the identity of the Affiliate and shall remain fully liable to fulfill any of its obligations under this Agreement as if it had not transferred its rights and obligations.

(c) Notwithstanding Sections 12.3(a) above, each Party may at any time assign its rights, interests and obligations provided for hereunder to any person (i) in connection with the transfer or sale of all or a substantial part of its equity, assets or business to which this Agreement relates, or in the event of its merger or consolidation or similar transaction or (ii) with the prior written consent of the other Party.

(d) Any assignment not in accordance with this Section 12.3 shall be void.

12.4 Notices. All notices, requests and other communications hereunder shall be in writing and shall be personally delivered or by registered or certified mail, return receipt requested, or by electronic mail or facsimile transmission or by internationally recognized overnight courier. Such notices, requests and other communications to the Party will be addressed, in each case to the respective address specified below or such other address as may be specified in writing to the other Party hereto:

If to Bayer:

Bayer AG
Muellerstrasse 178
13353 Berlin
Germany
Attention:
Facsimile:

If to Vincera:

Vincera Pharma, Inc.
4500 Great America Parkway, Suite 100 #29
Santa Clara, California 95054
United States of America
Attention:
Facsmilie:
Email:

12.5 Force Majeure. Neither Party shall be liable for any nonperformance or delay in performance of its obligations under this Agreement to the extent such failure is attributable to acts or events (including acts of God, war, terrorist activities, conditions or events of nature, industry wide supply shortages, civil disturbances, embargo, work stoppage, power failures, failure of telephone lines and equipment, fire, flood, earthquake, epidemic, pandemic or disease outbreak (including the COVID-19 virus) or any applicable Law or decision, order or judgment of any Governmental Authority), and in general any other cause or condition beyond its reasonable control and not caused by the gross negligence or intentional misconduct if the non-performing Party has exerted, and continues to exert, commercially reasonable efforts to avoid or remedy such force majeure. In the event of such force majeure, the Parties shall meet promptly and negotiate, in good faith, an equitable solution to the effects of any such event.

12.6 Advice of Counsel. Bayer and Vincera have each consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall not be deemed to have been drafted by one Party or another and will be construed accordingly.

12.7 Further Assurances. From time to time, as and when requested by any Party, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further actions as such other Party may reasonably deem necessary or desirable to carry out the intentions of the Parties embodied in this Agreement.

12.8 Applicability of Section 365(n) of the Bankruptcy Code. In the event either Party becomes a debtor under Title 11 of the U.S. Code, this Agreement shall be deemed to be, for purposes of Section 365(n) of Title 11, or any analogous provisions in any other country or jurisdiction, a license to "Intellectual Property" as defined therein and the other Party and its Affiliates, and each of their successors and assigns as licensees shall have the rights and elections as specified in Section 365(n) of Title 11 of the U.S. Code, or any analogous provisions in any other country or jurisdiction. Without limiting the foregoing, upon termination of this Agreement by a trustee or executor of either Party which has rejected this Agreement pursuant to any non-contractual rights afforded to it by applicable bankruptcy law and/or a U.S. or foreign bankruptcy court or other tribunal of competent jurisdiction, all rights and licenses herein granted to the other Party shall nonetheless continue in full force and effect in accordance with the terms of this Agreement.

12.9 Severability. If any provisions of this Agreement are determined to be void, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without said provision. In such event, the Parties shall, in good faith, negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the intent of the Parties entering this Agreement. Any deviation by any Party from the terms and provisions of this Agreement in order to comply with applicable laws shall not be considered a breach of this Agreement.

12.10 Waiver. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees, except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party, which waiver shall be effective only with respect to the specific obligation and instance described therein.

12.11 Complete Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations and commitments, either written or oral, expressed or implied, with respect to the subject matter hereof. No amendment or modification hereof or addition or supplement hereto shall be effective or binding on either of the Parties hereto unless reduced to writing and duly executed by authorized officers or representatives of each of the Parties.

12.12 Use of Name. Neither Party shall use the trademarks or trade names of the other Party, without the prior written consent of such other Party, except as otherwise provided in this Agreement.

12.13 Headings. The captions to the several Sections and Articles hereof are not a part of this Agreement, but are included merely for convenience of reference only and shall not affect its meaning or interpretation.

12.14 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument. The Parties agree that this document may be exchanged electronically (by facsimile, e-mail or other means of electronic transmission) and may be signed electronically using a commercially acceptable and verifiable electronic signature tool.

12.15 Third Party Beneficiaries. No person, other than Bayer, Vincera, their Affiliates and their permitted assignees hereunder, shall be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Agreement.

12.16 Construction. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders. The term “including” as used herein shall mean including, without limiting the generality of any description preceding such term, and any references to days shall mean calendar days, unless otherwise specified. The words “shall” and “will” have the same meaning and are used interchangeably. No rule of strict construction shall be applied against any Party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF Bayer and Vincera have executed this Agreement by their respective duly authorized representatives.

Bayer AG

By: /s/ Jörg Möller
Print Name: Jörg Möller
Title: Head of R&D

By: /s/ Dominik Mumberg
Print Name: Dominik Mumberg
Title: Head of Therapeutic Area Oncology

Bayer Intellectual Property GmbH

By: /s/ Dorian Immler
Print Name: Dorian Immler
Title: Head of IP Operations Pharma

By: /s/ Markus Albers
Print Name: Markus Albers
Title: Senior Patent Counsel

Vincera Pharma, Inc.

By: /s/ Ahmed Hamdy
Print Name: Ahmed Hamdy
Title: Chief Executive Officer

Exhibit 10.8

PROMISSORY NOTE

San Carlos, California
09 August 2020

1. **PROMISE TO PAY.** For value received, VINCERA PHARMA, INC. ("Borrower") promises to pay to RAQUEL IZUMI ("Lender"), or order, in lawful money of the United States of America, the Principal amount of One Million and 00/100 Dollars ($1,000,000.00) or so much thereof as may be outstanding under the Advances (as further described in paragraph 3 below), together with Interest on the unpaid outstanding Principal balance of each Advance. Interest shall be calculated from the date of each Advance until repayment of such Advance. Capitalized terms not defined in this paragraph 1 are as defined herein. All figures are in U.S. dollars.

Term	*Definition or Description*
Principal:	$1,000,000.00
Loan Date:	09 August 2020
Origination Fee	Borrower shall pay to Lender the sum of $20,000, which shall be deemed fully earned and non-refundable.
Fixed Interest Rate:	7.0% per annum, or the maximum allowed under California law, whichever is lower; Interest on the unpaid Principal balance hereof will be calculated as described in the paragraph 3 below.
Payment Due Date	Principal, Interest accrued, and the Origination Fee shall be paid in full at Maturity or, if earlier, within 10 business days of the closing date of the Transaction (as defined below).
Maturity:	09 August 2023 (36 months from the Loan Date)
Borrower:	VINCERA PHARMA, INC. a Delaware corporation with an address at 2550 Hanover Street, Palo Alto, California 94304 ("Borrower").
	Represented by: Ahmed Hamdy, Chief Executive Officer
	Telephone:
	Email:
	All communications, instructions, or directions by telephone or otherwise to Borrower are to be directed to these coordinates.
Lender:	RAQUEL IZUMI, an individual, residing at ("Lender").
	Telephone:
	Email:
	All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to these coordinates.

2. **EARLY PAYMENT TRIGGER.** Borrower contemplates entering into a merger and acquisition transaction with LifeSci Acquisition Corporation, with an anticipated closing date, if approved by the U.S. Securities and Exchange Commission, in November or December 2020 (the "Transaction"). Consummation of the Transaction shall establish the Payment Due Date, which shall be within 10 business days of the closing date of the Transaction.

3. **INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal balance multiplied by the actual number of days the Principal balance is outstanding. All Interest payable hereunder is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated herein.

Borrower's Initials: /s/ AH

4. **LINE OF CREDIT.** This Note evidences a line of credit. Advances hereunder may be requested orally or in writing by Borrower (each, an "Advance"). Advances shall be made in arrears, based on the accrued third-party indebtedness and specific timing of each such third party's payment terms. Borrower shall aggregate all such requests for advances, and limit such requests to two times per month; an exception will be made for urgent request(s). All oral requests shall be promptly confirmed in writing (email to Lender will suffice). Lender retains the right, in its sole and reasonable discretion and without any liability to Borrower or any third party, to reduce the amount of, or deny, any request for an Advance. The following person is authorized to request Advances unless written notice of revocation of such authority is received from Borrower: Ahmed Hamdy (the "Authorized Person"). Borrower shall be liable for all sums advanced in accordance with the Authorized Person's instructions. The proceeds of all Advances hereunder shall be used only for Borrower's general corporate purposes. Any other uses of Advances are expressly forbidden without Lender's prior express written permission.

5. LATE CHARGE. In the event that Borrower fails to make payment on the Payment Due Date, Borrower will be charged 5.0% of the Principal for each calendar month that payment is not made ("Late Charge"), which Late Charge shall be due and payable immediately.

6. **SENIORITY.** This Note shall be senior to any payments made to holders of preferred stock or common stock issued by Borrower. Borrower hereby agrees to cooperate with Lender in the filing of a UCC-1 financing statement in the Borrower's state of incorporation, if requested by Lender. For clarity, should the Transaction fail, for any reason or no reason, any Advances made hereunder that are held in Borrower's bank account(s) shall be returned to Lender after reconciliation of any outstanding invoices. In no event shall such reconciliation, and the return of Advances to Lender, extend beyond 10 business day of the date of failure of the Transaction.

7. **DEFAULT.** Upon any Event of Default (defined herein), and Borrower's failure to cure such Event of Default within 30 days of written notice of such Event of Default, Lender may, at its option, declare the entire Principal balance hereunder, all accrued Interest, plus the Origination Fee immediately due, and Borrower shall pay that amount upon demand. The following shall constitute events of default (each, an "Event of Default") hereunder:

    Payment Default. Borrower fails to make the payment when due hereunder.

Other Defaults. Borrower fails to comply with or to perform in any material respect any other term, obligation, covenant or condition contained herein.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf hereunder is false or misleading in any material respect, either now or at the time made or furnished, or becomes false or misleading at any time thereafter.

Change in Control. Any change in ownership of 50% or more of the outstanding voting power of Borrower, and/or any transaction(s) whereby any entity(ies) and/or person(s) (other than existing stockholders as of the Loan Date) directly or indirectly acquire beneficial ownership of 50% or more of the outstanding voting power of Borrower, or any liquidation or dissolution of Borrower approved by its stockholders shall each be deemed, at Lender's sole and exclusive discretion, a change in control of Borrower, provided, however, that the Transaction shall not be deemed a Change in Control for purposes of this Section 7.

Failure of Transaction. The Transaction terminates or otherwise fails to close for any reason.

8. **ATTORNEYS' FEES; EXPENSES.** Lender in its discretion may retain a third party to help collect this Note, at Borrower's sole cost and expense, in the event of an Event of Default.

9. **GENERAL PROVISIONS.** Time is of the essence with respect to every provision hereof. This Note constitutes the entire agreement among the parties with respect to the subject matter hereof. Any term hereof may be amended only with the written consent of each of the parties. No course of dealing or conduct shall be effective to amend, modify, waive, release or change any provisions hereof. If any part hereof cannot be enforced, this fact will not affect the rest of the Note. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned or delegated in whole or in part by Borrower without the prior express written consent of Lender except in connection with the Transaction. The terms hereof shall be binding upon Borrower, and upon its heirs, personal representatives, successors, and assigns, and shall inure to the benefit of Lender and its successors and assigns. Borrower hereby waives presentment, protest and demand, notice of protest, demand and dishonor and non-payment hereof in connection with the delivery, acceptance, performance, default, or enforcement of the payment hereof. Headings hereof are provided for convenience only and shall not affect construction or interpretation. This Note shall be deemed to have been drafted by all parties hereto ,and shall not be construed against a party as the drafter; and each party hereby agrees that this Note is the result of negotiations among, and has been reviewed by, Borrower, Lender, and their respective counsel, The rights, powers and remedies of Lender hereunder shall be in addition to all rights, powers and remedies given to Lender by virtue of any applicable law, rule or regulation of any governmental authority, all of which shall be cumulative and may be exercised successively or concurrently without impairing Lender's rights hereunder. Any notice required or permitted by this Note shall be given in writing and shall be deemed effectively given upon personal delivery or delivery by email to the respective email addresses above (with subsequent confirmation by personal delivery or overnight courier), or one business day after deposit with an overnight courier, prepaid.

10. **LAW AND VENUE.** This Note is governed by the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California. The state courts of San Francisco County, State of California shall have exclusive jurisdiction, and venue shall be exclusively laid there. Each of the parties hereby foregoes its right to the defense of *forum non conveniens.*

PRIOR TO SIGNING THIS NOTE, BORROWER HEREBY REPRESENTS THAT IT HAS READ AND UNDERSTOOD ALL OF ITS PROVISIONS, INCLUDING THE INTEREST RATE PROVISIONS BORROWER HEREBY AGREES TO THE TERMS HEREOF AS OF THE DATE FIRST WRITTEN ABOVE. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

BORROWER:
VINCERA PHARMA, INC.

By: /s/ Ahmed Hamdy
Name: Ahmed Hamdy
Its: CEO

LENDER:
RAQUEL IZUMI

Signed: /s/ Raquel Izumi

AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties**. This Lease ("**Lease**"), dated for reference purposes only November 18, 2020 , is made by and between Hohbach Realty Company Limited Partnership, a Limited Partnership of California having a place of business at 195 Page Mill Road, Suite 172, Palo Alto, CA, Kylix Enterprises, General Partner ("**Lessor**") and Vincera Pharma ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2 (a) Premises: That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 260 Sheridan Avenue, Suite 400, Palo Alto, CA 94306 ("**Premises**"). The Premises are located in the County of Santa Clara, and are generally described as (describe briefly the nature of the Premises and the "Project"): 19,621 RSF space. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2 **(b) Parking**: 3 per 1000 unreserved vehicle parking spaces per RSF. (See also Paragraph 2.6)

1.3 **Term**: 5 years and 0 months ("**Original Term**") commencing January 1, 2021 ("**Commencement Date**") and ending December 31, 2025 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession**: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent**: $13,796 per month ("**Base Rent**"), payable on the 1 day of each month commencing January 1, 2021. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of ~~Common Area~~ Operating Expenses Increases**: forty and thirty-three hundredths percent (40.33%) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

/s/ DH
INITIALS

/s/ AH
INITIALS

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: $13,796.00 for the period January 1, 2021 - January 31, 2021.

(b) ~~Common Area Operating Expenses: The current estimate for the period _____ is _____.~~

(c) Security Deposit: $81,623.36 ("**Security Deposit**"). (See also Paragraph 5)

(d) Other: _____ for _____.

(e) Total Due Upon Execution of this Lease: $95,419.36.

1.8 Agreed Use: General office associated with R&D purposes and other related legal uses. (See also Paragraph 6)

1.9 ~~Insuring Party~~. ~~Lessor is the "Insuring Party". (See also Paragraph 8)~~ **Base Year; Insuring Party**. The Base Year is 2021. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 Real Estate Brokers. (See also Paragraph 15 and 25)

(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("**Agent(s)**"):

Lessor's Brokerage Firm Cushman & Wakefield U.S., Inc. License No. 01880493 is the broker of (check one): ☐ the Lessor; or ☒ both the Lessee and Lessor (dual agent).

Lessor's Agent Ted Eyre License No. 00897564 is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Cushman & Wakefield U.S., Inc. License No. 01880493 Is the broker of (check one): ☐ the Lessee; or ☒ both the Lessee and Lessor (dual agent).

Lessee's Agent Steve Bouret License No. 00587046 is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers**. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor**. The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 59;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

☐ a Work Letter;

☐ other (specify): _____.

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is **NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be

free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non -compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed**. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable

Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general

non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Base Year" is as specified in Paragraph 1.9.

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project are defined as "**Common Area Operating Expenses**":

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(d) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(g) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or

electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "**Alterations**", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a

violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) As used herein, the term "**Insurance Cost Increase**" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any

other tenant of the Building. The "**Base Premium**" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or

earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurances are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full

force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such

option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions.

(a) "**Real Property Taxes**." As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable

interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) "**Base Real Property Taxes**." As used herein, the term "**Base Real Property Taxes**" shall be the amount of Real Property Taxes, which are assessed against the Project, during the entire calendar year in which the Lease is executed.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or pay phone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and

operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations, any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any

other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by

Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's

performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options**. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party, which does not involve the affirmative duties set forth above.

/s/ DH
INITIALS

/s/ AH
INITIALS

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party, which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved

of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non -Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the

time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT**.

48. **Arbitration of Disputes**. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee

or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO: 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE. 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE

/s/ DH
INITIALS

/s/ AH
INITIALS

THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 12/23/2020

By LESSOR:
Hohbach Realty Company Limited Partnership, a Limited Partnership of California having a place of business at 195 Page Mill Road, Suite 172, Palo Alto, CA, Kylix Enterprises, General Partner

By: /s/ Douglas Hohbach
Name Printed: Douglas Hohbach
Title: President
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 195 Page Mill Road, Suite 172, Palo Alto, CA
Federal ID No.: _____

Executed at: _____
On: 12/23/2020

By LESSEE:
Vincera Pharma

By: /s/ Ahmed Hamdy
Name Printed: Ahmed Hamdy
Title: CEO
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

/s/ DH
INITIALS

/s/ AH
INITIALS

BROKER

Cushman & Wakefield U.S., Inc.

Attn: Ted Eyre
Title: Senior Director

Address: 525 University Ave, Suite 220, Palo Alto, CA 94301
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

/s/ DH
INITIALS

BROKER

Cushman & Wakefield U.S., Inc.

Attn: Steve Bouret
Title: Executive Managing Director

Address: 525 University Ave, Suite 220, Palo Alto, CA 94301
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

/s/ AH
INITIALS

ADDENDUM

Date: November 18, 2020

By and Between

Lessor: Hohbach Realty Company Limited Partnership, a Limited Partnership of California having a place of business at 195 Page Mill Road, Suite 172, Palo Alto, CA, Kylix Enterprises, General Partner

Lessee: Vincera Pharma

Property Address: 260 Sheridan Avenue, Suite 400, Palo Alto, CA 94306 (street address, city, state, zip)

Paragraph: 50-59

~~In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.~~

This Addendum to Lease ("Addendum") is made as of November 18, 2020 by and between Hohbach Realty Company Limited Partnership, a limited partnership of California ("Lessor"), and Vincera Pharma ("Lessee")

50. Tenant Improvements: Lessor to re-carpet and paint.

51. Phased Move In/Rent:

Date Range	SF	RENT/SF/ FS	Monthly Rent
1/1/2021 - 6/30/2021	3,449	$ 4.00	$13,796.00
7/1/2021-12/31/2021	6,897	$ 4.00	$27,588.00
1/1/2022 - 6/30/2022	12,724	$ 4.16	$52,931.84
7/1/2022 - 12/31/2022	19,621	$ 4.16	$81,623.36
1/1/2023 -12/31/2023	19,621	$ 4.33	$84,958.93
1/1/2024 -12/31/2024	19,621	$ 4.50	$88,294.50
1/1/2025 -12/31/2025	19,621	$ 4.68	$91,826.28

52. Parking: The Building parking will be allocated a total of 3 parking spaces per 1,000 rentable square feet.

/s/ DH
INITIALS

/s/ AH
INITIALS

53. **After Hours HVAC**: The cost of afterhours HVAC will be $50/ hour for the original Lease Term. Building Hours are 8 a.m. to 6 p.m. Monday to Friday and 8 a.m. to 12 p.m. on Saturdays.

54. **Occupancy**: Lessee shall not have more than one person per 175 square feet within the Premises.

55. **Access**: Lessee shall have access to the Premises twenty-four hours a day, seven days a week.

56. **Environmental**: To the best of Lessor's knowledge, no hazardous material is present in, on, or under the Premises or the Common Areas.

57. **Adverse Conditions**: If at any time during the Term, Lessee is unable to use all or any material portion of the Premises for any reason other than the fault or neglect of Lessee, including, without limitation, any failure of Lessor or third parties to provide services, utilities or access to the Premises, the making of any repairs, alterations, replacements or improvements by Lessor, its employees, agents or contractors, or the presence or threatened presence of hazardous materials or other potential health hazards, for a period of five (5) consecutive business days ("**Adverse Condition Period**"), all Rent shall abate commencing immediately following expiration of the Adverse Condition Period and continuing for the time period and to the extent that Lessee's use of the Premises is adversely affected. The provisions of this paragraph 58 shall not apply to a casualty or an eminent domain taking, which shall be governed by paragraphs 9 and 14 respectively.

58. **Option to Extend**: Lessor hereby grants Lessee an option to extend the Term of the Lease for a period of five (5) years (the "Extension Term"), at 95% of market rent commencing immediately following expiration of the initial Term. Lessee must exercise the option, if at all, by giving written notice to Lessor no earlier than nine (9) months and no later than six (6) months prior to the Expiration Date. Lessee's occupancy of the Premises during the Extension Term shall be on the same terms and conditions, except the monthly Base Rent payable during the Extension Term shall be the Market Rent, and Lessee shall have no further options to extend the Term. The "Market Rent" shall mean the monthly rent that a willing tenant would pay, and that a willing landlord would accept, at arms' length, for space comparable to the Premises in the California Avenue office district of Palo Alto as of the commencement of the Extension Term. Upon receipt of Lessee's notice exercising the option to extend, the parties shall diligently negotiate in good faith to reach agreement upon the Market Rent. Promptly after reaching agreement on the Market Rent, the parties shall enter into an amendment to the Lease extending the Term and memorializing the monthly Base Rent payable during the Extension Term. If, despite such diligent, good faith negotiations, Lessor and Lessee have not reached agreement on the Market Rent on or before the date one hundred twenty (120) days prior to the Expiration Date, the Lease shall expire on the original Expiration Date.

/s/ DH
INITIALS

/s/ AH
INITIALS

59. **Letter of Credit**: Lessee shall provide a Letter of Credit in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00) during the first year of the Lease.

AGREED AND ACCEPTED:

LESSOR: Hohbach Realty Company Limited Partner Kylix Enterprises, Inc., General Partner

By: /s/ Douglas Hohbach
Name Printed: Douglas Hohbach
Date: 12/23/2020

/s/ DH
INITIALS

LESSEE: Vincera Pharma

By: /s/s Ahmed Hamdy
Name Printed: Ahmed Hamdy
Date: 12/23/2020

/s/ AH
INITIALS

SECOND ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE-GROSS

THIS SECOND ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS ("Addendum") is dated as of December 2, 2020 and is attached to, and hereby incorporated into that certain AIR CRE Standard Industrial/Commercial Multi-Lessee Lease–Gross dated as of November 18, 2020 by and between HOHBACH REALTY COMPANY LIMITED PARTNERSHIP ("**Lessor**"), and VINCERA PHARMA, INC. ("**Lessee**"), and that certain Addendum dated as of November 18, 2020 (collectively, the "Lease"), for certain premises commonly known as 260 Sheridan Avenue, Suite 400, Palo Alto, California. The terms, covenants and conditions set forth herein are intended to and shall have the same force and effect as if set forth in the body of the Lease. To the extent that the provisions of this Addendum are inconsistent with any provisions of the Lease, the provisions of this Addendum shall supersede and control. Initially capitalized terms not defined in this Addendum are intended to have the meanings given them in the Lease. In consideration of the mutual promises made in this Addendum to Lease, Lessor and Lessee agree to the following changes or supplements to the Lease:

A. **AMENDMENT OF LEASE PROVISIONS**. The following Lease provisions, identified by corresponding paragraph numbers in the Lease, are hereby added, deleted and/or modified:

4.2. **Common Area Operating Expenses**.

(i) The following language is added at the end of Paragraph 4.2(f): "Common Area Operating Expenses shall not include: (a) interest, principal payments under any deed of trust, debts of Lessor, financing costs and amortization of funds borrowed by Lessor, whether secured or unsecured; (b) depreciation of the Project (except for capital improvements, the cost of which are includable in Operating Expenses); (c) advertising, legal and space planning expenses and leasing commissions and other costs and expenses incurred in procuring and leasing space to tenants for the Project, including any leasing office maintained in the Project, free rent and construction allowances for tenants; (d) legal and other expenses incurred in the negotiation or enforcement of leases; (e) completing, fixturing, improving, renovating, painting, redecorating or other work, which Lessor pays for or performs for other tenants within their premises, and costs of correcting defects in such work; (f) general organizational, administrative and overhead costs relating to maintaining Lessor's existence, either as a corporation, partnership, or other entity, including general corporate, legal and accounting expenses; (g) costs (including attorneys' fees and costs of settlement, judgments and payments in lieu thereof) incurred in connection with disputes with tenants, other occupants, or prospective tenants, and costs and expenses, including legal fees, incurred in connection with negotiations or disputes with employees, consultants, management agents, leasing agents, purchasers or mortgagees of the Building; (h) penalties, fines or interest incurred as a result of Lessor's inability or failure to make payment of taxes and/or to file any tax or informational returns when due, or from Lessor's failure to make any payment of Taxes required to be made by Lessor hereunder before delinquency; (i) costs of Lessor's charitable or political contributions, or of fine art maintained at the Project; (j) costs incurred in the sale or refinancing of the Project; (k) interest reserves; (l) costs arising from the gross negligence or willful misconduct of Lessor; (m) net income taxes of Lessor or the owner of

any interest in the Project, except gross rent taxes franchise, capital stock, gift, estate or inheritance taxes or any federal, state or local documentary taxes imposed against the Project or any portion thereof or interest therein; (n) costs for which another tenant or occupant is responsible for paying, regardless of whether such tenant or occupant actually makes such payment; and (o) costs incurred to correct any violations of Applicable Requirements, including the ADA, as of the Commencement Date."

(ii) New Paragraphs 4.2(g), 4.2(h) and 4.2(i) are hereby added to the Lease, as follows:

(g) On or about January 1 of each calendar year, Lessor shall provide Lessee with a good faith estimate of the Common Area Operating Expenses for such calendar year during the Term. On or before the first day of each month, Lessee shall pay to Lessor a monthly installment equal to one-twelfth of Lessee's Share of Lessor's estimate of the Common Area Operating Expenses. If Lessor determines that its good faith estimate of the Common Area Operating Expenses was incorrect, Lessor may provide Lessee with a revised estimate. After its receipt of the revised estimate, Lessee's monthly payments shall be based upon the revised estimate. If Lessor does not provide Lessee with an estimate of the Common Area Operating Expenses by January 1 of a calendar year, Lessee shall continue to pay monthly installments based on the most recent estimate(s) until Lessor provides Lessee with the new estimate.

(h) Within 120 days after the end of each calendar year, Lessor shall use commercially reasonable efforts to furnish Lessee with a statement of the actual Common Area Operating Expenses over the Base Year (the "Statement") for such calendar year. If the most recent estimated Common Area Operating Expenses paid by Lessee for such calendar year are more than the actual Common Area Operating Expenses for such calendar year, Lessor shall apply any overpayment by Lessee against Rent due or next becoming due; provided, if the Term expires before the determination of the overpayment, Lessor shall, within 30 days of determination, refund any overpayment to Lessee after first deducting the amount of Rent due. If the most recent estimated Common Area Operating Expenses paid by Lessee for the prior calendar year are less than the actual Common Area Operating Expenses for such year, Lessee shall pay Lessor, within 30 days after its receipt of the statement of Operating Expenses, any underpayment for the prior calendar year. If Lessor fails to deliver the Statement to Lessee within six (6) months of the expiration or earlier termination of this Lease, Lessor will be deemed to have waived the right to recover any underpayments and Lessee shall have no liability for such amounts.

(i) In the event of any dispute regarding the amount due as Lessee's Share of Common Area Operating Expenses and/or the amount due as Common Area Operating Expenses, Lessee shall have the right, after reasonable notice and at reasonable times, to inspect and photocopy Lessor's accounting records at Lessor's office. If, after such inspection and photocopying, Lessee continues to dispute the amount of Lessee's Share of Common Area Operating Expenses, Lessee, or an agent designated by Lessee who does not work on a contingency basis, shall be entitled to audit and/or review Lessor's records to determine the proper amount of Lessee's Share of Common Area Operating

Expenses. If such audit or review reveals that Lessor has overcharged Lessee, then within five (5) days after the results of such audit are made available to Lessor, Lessor shall reimburse Lessee the amount of such overcharge plus interest thereon at the rate of eight percent (6%) per annum. If the audit reveals that Lessee was undercharged, then within five (5) days after the results of the audit are made available to Lessee, Lessee shall reimburse Lessor the amount of such undercharge plus interest thereon at such interest rate. Lessee agrees to pay the cost of such audit, provided that if the audit reveals that Lessor's determination of Lessee's Share of Common Area Operating Expenses as set forth in any Statement (such statement submitted pursuant to and defined in Article 4) sent to Lessee was in error in Lessor's favor by more than six percent (6%), Lessor shall pay the cost of such audit not to exceed $1,500.

6.2(d) Lessee Indemnification. Notwithstanding the foregoing, Lessee's indemnification for Hazardous Substances brought onto the Premises by any third-party shall only be for Hazardous Substances brought onto the Premises by any third-party during the Term, any holdover period, or any period when Lessee is in possession of the Premises.

7.2 Lessor's Obligations. In the event the HVAC, electrical or plumbing systems require replacement due to the negligence, intentional misconduct, or any damage caused in whole or in part by Lessee, then Lessee shall replace same at Lessee's sole cost and expense, provided that Lessor shall have the right to replace such systems on behalf of Lessee at Lessee's expense. Lessor shall use diligent, commercially reasonable efforts not to disturb Lessee's business operations when replacing any HVAC, electrical or plumbing systems or performing any other repair or maintenance work in the Premises, Building or Project; however, there shall be no constructive eviction or other claims for abatement of Rent in connection therewith unless such replacement work precludes Lessee from accessing or using the Premises for five (5) consecutive business days, in which case Lessee shall receive a rent abatement for such period that Lessee is precluded from using the Premises or portion thereof.

7.4(b) Removal. By delivery to Lessee of written notice from Lessor at the time Lessor approves Lessee's plans for installation or construction of a Lessee Owned Alteration or Utility Installation, Lessor may require that any or all Lessee Owned Alterations or Utility Installation be removed by the expiration or termination of this Lease. Lessee shall be required to provide plans for such Lessee Owned Alterations and Utility Installations in order for Lessor to review and determine whether removal upon termination or expiration of the Lease shall be required. If Lessee fails to provide such plans for Lessor's review, then Lessor may require removal at any time of such Lessee Owned Alterations or Utility Installations. If Lessee provides such plans for Lessor's review and Lessor fails to indicate that removal of any Lessee Owned Alterations or Utility Installations shall be required at the expiration or termination of this Lease, Lessor shall have waived its right to require such removal.

7.4(c) Surrender; Restoration. Upon abandonment or expiration or earlier termination of this Lease (or within five (5) days after a termination by reason of Lessee's default), all personal property belonging to Lessee that is not removed shall be considered abandoned, and Lessor may remove any or all such items and dispose of the same in any manner at the expense and risk of Lessee. If Lessee shall fail to pay the cost of storing any such personal property, Lessor may sell any or all of such personal property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem proper without notice to or demand upon Lessee. Lessor shall apply the proceeds of such sale to the amounts due Lessor from Lessee under this Lease and for the costs of storage and the sale.

16 Estoppel Certificates. All references to “10 days” in Section 16 are hereby revised to “10 business days”.

31 Attorneys’ Fees. All references to “Broker” in Section 31 are hereby deleted, it being understood that Broker is not intended to be a third-party beneficiary of the Lease, nor entitled to recover attorneys’ fees under any action brought to enforce the terms of the Lease.

49. Accessibility; Americans with Disabilities Act. For the avoidance of doubt, Lessor shall be solely responsible, at Lessor’s sole cost and expense, for correcting any failure of the Premises, Building, Project or Common Areas to comply with the ADA or Applicable Requirements as of the Commencement Date unless triggered by alterations by or on behalf of Lessee.

52. Parking. Section 52 is hereby deleted in its entirety.

B. **ADDITIONAL LEASE PROVISIONS**. The following Lease provisions are hereby added:

60. Signage. Lessee shall have the right to install the following signage at Lessee’s sole cost and expense: identification signage on the entrance to the Premises, subject to the approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Such signage must comply with private restrictions and governmental regulations. Lessee may not place any signage at the Project (whether on the exterior, or in the windows, of the Premises, or in the interior of the Premises if visible from the exterior) that either violates any governmental regulation or private restriction or is placed without Lessor’s prior written consent. In addition to Lessor’s other remedies, Lessor shall have the right to remove or relocate signage in violation of this Lease or as otherwise deemed necessary by Lessor.

61. Accelerated and Temporary Occupancy. Lessee shall have the right to accelerate its phased takedown of the Premises and increase the monthly base rent upon 5 days’ prior written notice to Lessor. Lessee shall also have the right to temporarily use (not to exceed 24 hours) the third (3rd) floor space upon 24 hours’ notice to Lessor at no additional charge to Lessee.

62. Right of First Offer. Lessor grants to Lessee a right of first offer (“**First Offer Right**”) to lease any space which becomes available for lease in the Building during the Term, including any renewal Term. There are no rights of expansion, rights of first refusal, rights of first offer, or similar rights granted by Lessor to others and existing as of the execution date of this Lease.

a. Procedure for Offer. Lessor shall notify Lessee (the “**First Offer Notice**”) of (a) the availability of such additional space for a minimum of 3 years (“**First Offer Space**”), (b) the anticipated date on which the additional space will be available for lease, and (c) the economic terms on which Lessor intends to lease such space (“**First Offer Space Economic Terms**”).

b. Procedure for Acceptance. For a period of fifteen (15) days following receipt of the First Offer Notice, Lessee shall have the right to exercise the First Offer Right to lease such First Offer Space by delivering written notice thereof to Lessor within such period. If Lessee timely exercises its First Offer Right as to the First Offer Space, Lessee's lease of the space shall be on the same terms and conditions as those contained in this Lease, except that the First Offer Economic Terms shall apply to such First Offer Space. If Lessee does not exercise the First Offer Right, the First Offer Right shall terminate as to the space covered by the First Offer Notice and Lessor shall be free to lease such space to anyone on terms acceptable to Lessor provided, however, that in the event Lessor leases such First Offer Space to a tenant and such tenant vacates such First Offer Space during the initial Term of this Lease, Lessee's First Offer Right shall be reinstated on the terms and conditions herein. Notwithstanding anything to the contrary set forth in this Lease, the First Offer Right shall be personal to the originally named Lessee and a Permitted Transferee, and may not be exercised or assigned voluntarily or involuntarily, by or to any person or entity other than the original named Lessee or a Permitted Transferee, and shall not be assignable together with or separate and apart from this Lease.

c. If Lessee timely exercises the First Offer Right as set forth herein, Lessor and Lessee shall execute an amendment adding such First Offer Space to this Lease upon the First Offer Economic Terms set forth in Lessor's First Offer Notice and upon the same non-economic terms and conditions as applicable to the original Premises except for term.

63. Entire Agreement. There are no oral agreements between the parties hereto affecting this Addendum and the Lease, and the Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to leasing of the Premises, and none thereof shall be used to interpret or construe this Lease. This Lease, and this Addendum, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises and shall be considered to be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Lease may be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease. This Lease may be executed in multiple counterparts, which, when taken together, shall constitute a single document.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties have entered into this Second Addendum to Standard Industrial/Commercial Multi-Lessee Lease-Gross as of the date of the last signature below.

LESSOR:

HOHBACH REALTY COMPANY
LIMITED PARTNERSHIP

By: /s/ Douglas Hohbach
Name: Douglas Hohbach
Title: President
Date: 12/23/2020

LESSEE:

VINCERA PHARMA, INC.

By: /s/ Ahmed Hamdy
Name: Ahmed Hamdy
Title: CEO
Date: 12/23/2020

RESALE LOCK-UP AGREEMENT

This Resale Lock-Up Agreement (this "Agreement") is dated as of December 23, 2020, by and between the stockholder set forth on the signature page to this Agreement (the "Holder") and LifeSci Acquisition Corp., a Delaware corporation (the "Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Merger Agreement (as defined below).

BACKGROUND

A. The Purchaser has entered into that certain Merger Agreement, dated as of September 25, 2020 (the "Merger Agreement"), by and among the Purchaser, LifeSci Acquisition Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Purchaser (the "Merger Sub"), Vincera Pharma, Inc., a Delaware corporation ("Vincera"), and Raquel Izumi as the representative of the stockholders of Vincera.

B. Pursuant to the terms of the Merger Agreement, the Merger Sub will merge (the "Merger") with and into Vincera, with Vincera surviving the Merger and becoming a wholly-owned subsidiary of the Purchaser and each holder of Vincera common stock prior to the Merger will be entitled to receive shares of Purchaser Common Stock (as defined in the Merger Agreement) in accordance with the terms set forth in the Merger Agreement; and.

C. The Holder is a record and/or beneficial owner of Vincera common stock and is therefore entitled to receive Purchaser Common Stock pursuant to the Merger Agreement.

D. As a condition of, and as a material inducement for the Purchaser to enter into and consummate the transactions contemplated by the Merger Agreement, the Holder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Lock-Up. During the Lock-up Period (as defined below), the Holder agrees that it, he or she will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any of the Lock-up Shares (as defined below) (including any securities convertible into, or exchangeable for, or representing the rights to receive, Lock-up Shares), enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-up Shares, whether any of these transactions are to be settled by delivery of any such Lock-up Shares, in cash or otherwise, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any Short Sales (as defined below) with respect to any security of the Purchaser.

The foregoing sentence shall not apply to the transfer of any or all of the Lock-up Shares owned by the Holder as follows: (i) by gift, will or intestate succession upon the death of the Holder, (ii) to any Permitted Transferee (defined below), (iii) pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of marriage or civil union, (iv) pursuant to a tender offer, merger, stock sale, recapitalization, consolidation or similar transaction involving the Purchaser, (v)

pursuant to the exercise or vesting of a stock option, RSU or other award under an equity-based incentive plan, (vi) broker-assisted sale or "net" exercise of outstanding options to purchase shares of Common Stock or settlement of restricted stock units in accordance with their terms pursuant to an employee benefit plan, in each case solely to cover any tax withholding obligations due as a result of such exercise or settlement; provided, further, that any filing under the Exchange Act (as defined below) with regard to this clause (vi) shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described in this clause (vi), and no other public announcement shall be required or shall be made voluntarily in connection with such exercise or (vii) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act so long as such plan does not permit the transfer of the Lock-up Shares during the Lock-Up Period other than as otherwise allowed pursuant to this paragraph; provided, however, that in any of cases (i), (ii) or (iii) it shall be a condition to such transfer that the transferee executes and delivers to the Purchaser an agreement stating that the transferee is receiving and holding the Lock-up Shares subject to the provisions of this Agreement applicable to the Holder, and there shall be no further transfer of such Lock-up Shares except in accordance with this Agreement.

In furtherance of the foregoing, the Purchaser will (i) place a stop order on all shares of Purchaser Common Stock which are Lock-up Shares, including those which may be covered by a registration statement, and (ii) notify the Purchaser's transfer agent in writing of the stop order and the restrictions on such Lock-up Shares under this Agreement and direct the Purchaser's transfer agent not to process any attempts by the Holder to resell or transfer any Lock-up Shares, except in compliance with this Agreement.

(a) For purposes of this Agreement, "Lock-up Shares" refers to the shares of Purchaser Common Stock beneficially owned by the Holder as specified on the signature page hereto, together with any shares of Purchaser Common Stock acquired during the Lock-up Period but excluding any shares of Purchaser Common Stock acquired in open market transactions.

(b) For purposes hereof, "Short Sales" include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-US broker dealers or foreign regulated brokers.

(c) For purpose of this Agreement, "Lock-up Period" means a period of 180 calendar days from the Closing Date under the Merger Agreement.

(d) For purposes of this Agreement, the term "Permitted Transferee" shall mean: (i) the members of the Holder's immediate family (for purposes of this Agreement, "immediate family" shall mean with respect to any natural person, any of the following: such person's spouse, the siblings of such person and his or her spouse, and the direct descendants and ascendants (including adopted and step children and parents) of such person and his or her spouses and siblings), (ii) any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, (iii) if the Holder is a trust, to the trustor or beneficiary of such trust or to the estate of a beneficiary of such trust, (iv) if the Holder is a corporation, limited liability company, partnership or other entity, its partners, shareholders, members of, or owners of similar equity interests in the Holder by way of distribution upon the liquidation and dissolution of the Holder or (v) any affiliate of the Holder.

2. Representations and Warranties. Each of the parties hereto, by their respective execution and delivery of this Agreement, hereby represents and warrants to the others and to all third party beneficiaries of this Agreement that (a) such party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such party and is the binding and enforceable obligation of such party, enforceable against

such party in accordance with the terms of this Agreement, and (c) the execution, delivery and performance of such party's obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such party is a party or to which the assets or securities of such party are bound. The Holder has independently evaluated the merits of its decision to enter into and deliver this Agreement, and such Holder confirms that it has not relied on the advice of the Purchaser, the Purchaser's legal counsel, or any other person.

3. Beneficial Ownership. The Holder hereby represents and warrants that it does not beneficially own, directly or through its nominees (as determined in accordance with Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder), any shares of capital stock of the Purchaser, or any economic interest in or derivative of such stock, other than those shares of Purchaser Common Stock specified on the signature page hereto and the right to receive Earnout Shares (as defined in the Merger Agreement).

4. No Additional Fees/Payment. Other than the consideration specifically referenced herein, the parties hereto agree that no fee, payment or additional consideration in any form has been or will be paid to the Holder in connection with this Agreement.

5. Termination of the Merger Agreement. This Agreement shall be binding upon the Holder upon the Holder's execution and delivery of this Agreement, but this Agreement shall only become effective upon the Closing. Notwithstanding anything to the contrary contained herein, in the event that the Merger Agreement is terminated in accordance with its terms prior to the Closing, this Agreement shall automatically terminate and become null and void, and the parties shall not have any rights or obligations hereunder.

6. Notices. Any notices required or permitted to be sent hereunder shall be delivered personally or by courier service to the following addresses, or such other address as any party hereto designates by written notice to the other party; provided, however, a transmission per email shall be sufficient and shall be deemed to be properly served when the email is received if the signed original notice is received by the recipient within three (3) calendar days thereafter.

(a) If to the Purchaser:

LifeSci Acquisition Corp.
250 W. 55th St., #3401
New York, NY 10019
Attn: David Dobkin
e-mail:

With a copy (which shall not constitute notice) to:

Loeb & Loeb LLP
345 Park Ave
New York, NY 10154
Attention: Giovanni Caruso
e-mail:

(b) If to the Holder, to the address set forth on the Holder's signature page hereto, or to such other address as any party may have furnished to the others in writing in accordance herewith.

7. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

8. Counterparts. This Agreement may be executed in facsimile and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

9. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto. The Holder hereby acknowledges and agrees that this Agreement is entered into for the benefit of and is enforceable by the Purchaser and its successors and assigns.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

11. Amendment. This Agreement may be amended or modified by written agreement executed by each of the parties hereto.

12. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

13. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

14. Dispute Resolution. Article X of the Merger Agreement regarding dispute resolution is incorporated by reference herein to apply with full force to any disputes arising under this Agreement.

15. Governing Law. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Delaware.

16. Controlling Agreement. To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflicts with a provision in the Merger Agreement, the terms of the Merger Agreement shall control.

[*Remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Resale Lock-Up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

THE PURCHASER

LIFESCI ACQUISITION CORP.

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Resale Lock-Up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

HOLDER

By: _____

Address:

NUMBER OF LOCK-UP SHARES:

_____ shares of the Purchaser Common Stock

Exhibit 21.1

Subsidiaries of Vincera Pharma, Inc.

Subsidiary	Jurisdiction
VNRX Corp.	Delaware

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Vincera Pharma, Inc.:

Opinion on the Financial Statements

We have audited the accompanying balance sheet of Vincera Pharma, Inc. (the "Company") as of December 31, 2019, the related statements of operations, stockholders' deficit, and cash flows for the period from March 1, 2019 (date of inception) through December 31, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019, and the results of its operations and its cash flows for the period from March 1, 2019 (date of inception) through December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

Substantial Doubt Regarding Going Concern

As disclosed in Note 1 to the financial statements, the Company has no assets and a net loss for the period from March 1, 2019 (date of inception) through December 31, 2019, of approximately $45,000 and has a working capital deficit of approximately $44,000. Further, the Company believes it will have to raise additional capital to fund its planned operations for the twelve month period through September 2021. These matters raise substantial doubt regarding the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1 to the financial statements. The financial statements do not include any adjustments related to 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 audit. 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 audit in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit 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 audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ WithumSmith+Brown, PC

Whippany, New Jersey
September 14, 2020

We have served as the Company's auditor since 2020.

Vincera Pharma, Inc.
Balance Sheets

	September 30, 2020 (Unaudited)	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 36,276	$ —
Deferred offering costs	439,180	
Total current assets	475,456	—
Total assets	**$ 475,456**	**$ —**
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities		
Accounts payable	$ 643,695	$ 34,642
Due to related parties	13,777	9,034
Total current liabilities	657,472	43,676
Non-current liabilities		
Related party notes payable, net of debt discount	201,916	—
Total non-current liabilities	201,916	—
Total liabilities	859,388	43,676
Commitments and contingencies—Note 11		
Stockholders' deficit		
Common stock, $0.0001 par value per share; 20,000,000 shares authorized as of September 30, 2020 and December 31, 2019; 9,634,001 shares and 9,330,001 shares issued and outstanding as of September 30, 2020 and December 31, 2019, respectively	963	933
Additional paid-in capital	3,718	1,159
Subscription receivable	—	(933)
Accumulated deficit	(388,613)	(44,835)
Total stockholders' deficit	(383,932)	(43,676)
Total liabilities and stockholders' deficit	**$ 475,456**	**$ —**

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

Vincera Pharma, Inc.
Statements of Operations

	For the Nine Months Ended September 30, 2020 (Unaudited)	For the Period from March 1, 2019 (date of inception) to September 30, 2019 (Unaudited)	For the Period from March 1, 2019 (date of inception) to December 31, 2019
Operating expenses:			
General and administrative	$ 341,862	$ 13,009	$ 44,835
Total operating expenses	341,862	13,009	44,835
Loss from operations	(341,862)	(13,009)	(44,835)
Other expense			
Interest expense	(1,916)	—	—
Total other expense	(1,916)	—	—
Net loss	**$ (343,778)**	**$ (13,009)**	**$ (44,835)**
Net loss per common share, basic and diluted	$ (0.04)	$ (0.00)	$ (0.01)
Weighted average common shares outstanding, basic and diluted	8,789,463	6,760,410	7,818,929

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

Vincera Pharma, Inc.
Statements of Stockholders' Deficit

	Common Stock		Subscription	Additional	Accumulated	Total Stockholders'
	Shares	Amount	Receivable	Paid-in Capital	Deficit	Deficit
Balance as of March 1, 2019 (date of inception)	**—**	**$ —**	**$ —**	**$ —**	**$ —**	**$ —**
Issuance of founders shares	8,503,491	850	(850)	—	—	—
Issuance of restricted stock	826,510	83	(83)	—	—	—
Stock-based compensation related to restricted stock	—	—	—	1,159	—	1,159
Net loss	—	—	—	—	(44,835)	(44,835)
Balance as of December 31, 2019	**9,330,001**	**$ 933**	**$ (933)**	**$ 1,159**	**$ (44,835)**	**$ (43,676)**

	Common Stock		Subscription	Additional	Accumulated	Total Stockholders'
	Shares	Amount	Receivable	Paid-in Capital	Deficit	Deficit
Balance as of January 1, 2020	**9,330,001**	**$ 933**	**$ (933)**	**$ 1,159**	**$ (44,835)**	**$ (43,676)**
Proceeds from Founders	—	—	933	17	—	950
Issuance of restricted stock	304,000	30	—	(30)	—	—
Stock-based compensation related to restricted stock	—	—	—	2,572	—	2,572
Net loss	—	—	—	—	(343,778)	(343,778)
Balance as of September 30, 2020 (unaudited)	**9,634,001**	**$ 963**	**$ —**	**$ 3,718**	**$ (388,613)**	**$ (383,932)**

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

Vincera Pharma, Inc.
Statements of Cash Flows

	For the Nine Months Ended September 30, 2020 (Unaudited)	For the Period from March 1, 2019 (date of inception) to September 30, 2019 (Unaudited)	For the Period from March 1, 2019 (date of inception) to December 31, 2019
Cash flows from operating activities			
Net loss	$ (343,778)	$ (13,009)	$ (44,835)
Adjustments to reconcile net loss to net cash used in operating activities:			
Amortization on debt discount	1,111	—	—
Stock-based compensation related to restricted stock	2,572	843	1,159
Changes in operating assets and liabilities:			
Accounts payable	190,623	4,156	34,642
Accrued interest payable	805	—	—
Due to related parties	4,734	8,010	9,034
Net cash used in operating activities	(143,924)	—	—
Cash Flows from Financing Activities:			
Proceeds from Founders	950	—	—
Proceeds from issuance of notes payable to related parties	200,000	—	—
Payments of deferred offering costs	(20,750)	—	—
Net cash provided by financing activities	180,200	—	—
Net increase in cash and cash equivalents	36,276	—	—
Cash at the beginning of the period	—	—	—
Cash at the end of the period	$ 36,276	$ —	$ —
Supplemental disclosure of cash flow information:			
Cash paid for income taxes	$ —	$ —	$ —
Cash paid for interest	$ —	$ —	$ —
Supplemental disclosure of noncash investing and financing activities:			
Issuance of founders shares not yet paid	$ —	$ 850	$ 850
Issuance of restricted stock not yet paid	$ —	$ 83	$ 83
Deferred offering costs included in accounts payable	$ 418,430	$ —	$ —

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

(Amounts Presented Herein, As of And For The Period Ended September 30, 2020 and 2019 Are Unaudited.)

Note 1—Organization and Description of Business Operations

Vincera Pharma, Inc. (the "Company" or "Vincera") was originally formed under the laws of the State of Delaware on March 1, 2019 ("Inception").

Vincera is a life sciences and pre-revenue company developing therapeutics for cancer. Several drug candidates, including a drug in Phase 1 clinical trials, and a novel bioconjugation platform have been licensed from Bayer AG).

Going Concern and Management's Plans

The Company has incurred operating losses since Inception, and expects to continue to incur significant operating losses for the foreseeable future and may never become profitable. As of September 30, 2020 and December 31, 2019, the Company had an accumulated deficit of $388,613 and $44,835, respectively.

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The 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 this uncertainty. The Company anticipates incurring additional losses until such time, if ever, that it can obtain marketing approval to sell, and then generate significant sales, of its drug candidate that is currently in development. Substantial additional financing will be needed by the Company to fund its operations and to develop and commercialize its drug candidate. These factors raise substantial doubt about the Company's ability to continue as a going concern.

The Company will seek to obtain additional capital through the sale of debt or equity financings or other arrangements to fund operations; however, there can be no assurance that the Company will be able to raise needed capital under acceptable terms, if at all. The sale of additional equity may dilute existing stockholders and newly issued shares may contain senior rights and preferences compared to currently outstanding shares of common stock. Issued debt securities may contain covenants and limit the Company's ability to pay dividends or make other distributions to stockholders. If the Company is unable to obtain such additional financing, future operations would need to be scaled back or discontinued.

During 2020, COVID-19 emerged and has subsequently spread world-wide. The World Health Organization has declared COVID-19 a pandemic resulting in federal, state and local governments and private entities mediating various restrictions, including travel restrictions, restrictions on public gatherings, stay at home orders, and advisories and quarantining people who may have been exposed to the virus. Management is currently evaluating the impact of the COVID-19 pandemic on its future plans and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position and results of its operations, the specific impact is not readily determinable as of the date of these financial statements.

Note 2—Significant Accounting Policies

Unaudited Interim Financial Information

The accompanying balance sheet as of September 30, 2020, the statement of operations and the statement of cash flows for the nine months ended September 30, 2020 and for the period from March 1, 2019 (date of inception) through September 30, 2019, and the statement of stockholders' deficit for the nine months ended September 30, 2020 are unaudited. The unaudited interim financial statements have been prepared on the same basis as the

audited annual financial statements and, in the Company's opinion, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's financial position as of September 30, 2020 and the results of its operations and its cash flows for the nine months ended September 30, 2020. The financial data and other information disclosed in these notes related to the nine months ended September 30, 2020 are unaudited. The results for the nine months ended September 30, 2020 are not necessarily indicative of results to be expected for the year ending December 31, 2020, any other interim periods, or any future year or period.

Basis of Presentation

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and include all adjustments necessary for the fair presentation of the Company's financial position for the period presented.

Cash and Cash Equivalents

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash accounts in a financial institution which, at times may exceed the Federal depository insurance coverage ("FDIC") of $250,000. The Company had not experienced losses on these accounts and management believes the Company is not exposed to significant risks on such accounts.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statements and the reported amounts of expenses during the reporting periods. Actual results could differ from those estimates.

Risks and Uncertainties

The Company is subject to risks common to companies in the biotechnology industry, including, but not limited to, development by the Company or its competitors of technological innovations, risks of failure of clinical studies, dependence on key personnel, protection of proprietary technology, compliance with government regulations, and ability to transition from preclinical manufacturing to commercial production of products.

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

Segments

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision-maker in making decisions regarding resource allocation and assessing performance. The Company views its operations and manages its business as a single operating segment.

Research and Development

The Company expenses research and development costs as operating expenses as incurred. These expenses include salaries for research and development personnel, consulting fees, product development, pre-clinical studies, clinical trial costs, and other fees and costs related to the development of the technology.

Stock-Based Compensation

The Company adopted ASU 2018-07, which simplifies the accounting for share-based payments granted to nonemployees for goods and services, on March 1, 2019 (date of inception). The Company expenses stock-based compensation over the requisite service period based on the estimated grant-date fair value of the awards. Stock-based awards with graded-vesting schedules are recognized on a straight-line basis over the requisite service period for each separately vesting portion of the award. The Company records the expense for stock-based compensation awards subject to performance-based milestone vesting 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 expected satisfaction of the performance conditions at each reporting date. All stock-based compensation costs are recorded in general and administrative or research and development costs in the statements of operations based upon the underlying employees' or non-employees' roles within the Company.

Income Taxes

Income taxes are recorded in accordance with ASC 740, *Income Taxes* ("ASC 740"), which provides for deferred taxes using an asset and liability approach. The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse, and net operating loss ("NOL") carryforwards and research and development tax credit ("R&D Credit") carryforwards. Valuation allowances are provided, if based upon the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company has recorded a full valuation allowance to reduce its net deferred income tax assets to zero. In the event the Company were to determine that it would be able to realize some or all its deferred income tax assets in the future, an adjustment to the deferred income tax asset valuation allowance would increase income in the period such determination was made.

The Company accounts for uncertain tax positions in accordance with the provisions of ASC 740. When uncertain tax positions exist, the Company recognizes the tax benefit of tax positions to the extent that the benefit would more likely than not be realized assuming examination by the taxing authority. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances. At December 31, 2019 and September 30, 2020, the Company had no liability for income tax associated with uncertain tax positions. The Company would recognize any corresponding interest and penalties associated with its income tax positions in income tax expense. There was no income tax interest or penalties incurred in the nine months ended September 30, 2020 and 2019 since Inception.

Comprehensive Loss

Comprehensive loss is equal to net loss as presented in the accompanying statements of operations, as the Company did not have any other comprehensive income or loss for the periods presented.

Net Loss Per Share

Basic net loss per share is computed by dividing net loss by the weighted average number of common shares outstanding during the period. Diluted net loss per share is the same as basic net loss per share, since there were no potentially dilutive securities outstanding at any point during 2019 and during the nine months ended September 30, 2020.

Recent Accounting Pronouncements

The Company does not believe that any recently issued, but not yet effective, accounting standards if currently adopted would have a material effect on the accompanying financial statements.

Note 3—Deferred offering costs associated with the Proposed Public Offering

Deferred offering costs consist of legal and other costs incurred through the balance sheet date that are directly related to the potential merger with LifeSci Acquisition Corp. and that will be charged to stockholder's equity upon the completion of the proposed merger. Should the proposed merger prove to be unsuccessful, these deferred costs, as well as additional expenses to be incurred, will be charged to operations.

Note 4—Accounts Payable

Accounts payable consisted of $643,695 and $34,642 of start-up, formation and merger costs as of September 30, 2020 and December 31, 2019, respectively.

Note 5—Notes Payable to Related Party

On August 9, 2020, the Company entered into a promissory note with one of its founders (the "Holder"). The principal amount is up to $1,000,000 or the amount of outstanding advances made by the Holder to the Company. The Company will pay the Holder a $20,000 origination fee and interest shall accrue at 7%. The maturity date is August 9, 2023.

Between August and September 2020, the Company received $200,000 from the Holder under this note agreement.

The Company recognized $805 interest expense related to this note during the nine months ended September 30, 2020.

Note 6—Exclusive Option for License

On July 21, 2020, the Company entered into an option grant agreement ("Option Agreement") with Bayer AG ("Bayer"). Under the Agreement, the Company obtained an exclusive option for an exclusive license under such Bioconjugate Technology and PTEFb Technology ("Licensed Technology") to research, develop, commercialize and manufacture pharmaceutical products. The rights will extend to the Company's worldwide use.

Under the Option Agreement, Bayer will grant the Company a royalty-bearing, exclusive license with the right to sublicense through multiple tiers, under the Licensed Technology to research, develop, use, make, have made, manufacture, sell, offer for sale, import, export and otherwise commercialize and exploit Licensed Products in the Worldwide Field, such license being subject to the following two conditions precedent:

a) That the Company will no later than 21 days after execution of the License Agreement have executed a merger and acquisition agreement with LifeSci. Acquisition Corp. to secure the financing; and

b) That the Company will by, at the latest, December 31, 2020 have secured initial qualified financing of at least $30 million.

Upon the completion of the initial qualified financing and execution of the license agreement, the Company will pay Bayer a $5 million fee and upon successful commercialization of at least five Licensed Products, total payments may exceed $1 billion. As part of the License agreement, the Company is obligated to pay development and commercial milestone payments that range from $110 million up to $318 million per product, the Company will also pay an annual earned royalty on commercial sale of Licensed Products ranging from single digits to low double digits on net sales of Licensed Products.

The Bayer License Agreement was executed on October 7, 2020.

Note 7—Stockholders' Deficit

At September 30, 2020 and December 31, 2019, the Company was authorized to issue 20,000,000 shares of common stock with a par value of $0.0001 per share.

Founders Shares

The Company's three founders (the "Founders") were each issued 2,834,497 shares of the Company's common stock (the "Founders Shares"), in August 2019. The Founders had not paid the Company for the aggregate par value for their Founder Shares as of December 31, 2019. All amounts owed for the issuance of these Founders Shares were settled in cash in July 2020.

Restricted Shares

Between July and August 2019, the Company issued 826,510 shares of restricted stock at par value to certain management person. All amounts owed for the issuance of these restricted shares were settled in cash in July 2020. The grant date fair value for these restricted shares was $5,786.

In May 2020, the Company issued additional 304,000 shares of restricted stock at fair value of $0.04 per share in exchange for services.

Pursuant to these restricted share agreements, the term vesting represents the expiration of the Company's repurchase right for the underlying shares.

The Company recognized stock-based compensation of $2,572 and $1,159 during the nine months ended September 30, 2020 and for the period from March 1, 2019 (date of inception) through December 31, 2019, respectively.

As of September 30, 2020, there was $14,102 of unrecognized stock-based compensation related to restricted stock that will be amortized in 3.7 years.

A summary of restricted stock activity for the year ended December 31, 2019 and nine months ended September 30, 2020 is presented below:

	Number of Shares	Weighted Average Grant Date Fair Value per Share
Nonvested at March 1, 2019 (date of inception)	**—**	**$ —**
Restricted stock granted	826,510	0.007
Vested	(168,058)	—
Nonvested at December 31, 2019	**658,452**	**0.007**
Restricted stock granted	304,000	0.04
Vested	(251,658)	—
Nonvested at September 30, 2020	**710,794**	**$ 0.020**

Note 8—Equity Incentive Plan

The Company has adopted Incentive Stock Options (ISO) plan (the "Plan") and 1,000,000 options were approved by stockholders during 2019 and all of 1,000,000 ISO is available as of September 30, 2020.

The Plan allows for the grant of stock options and rights to acquire restricted stock to employees, directors and consultants of the Company. The terms and conditions of specific awards are set at the discretion of the Company's board of directors although generally options vest in four annual installments of 25% and are generally immediately exercisable. The exercise price of incentive stock options shall not be less than 100% of the fair market value of the Company's common stock on the date of grant and the exercise price of any option granted to a 10% stockholder may be no less than 110% of the fair market value of the Company's common stock on the date of grant. Options granted under the Plan expire no later than 10 years from the date of grant. Unvested common shares obtained upon early exercise of options are subject to repurchase by the Company at the original issue price. The Plan reserves 1,000,000 shares of stock for issuance, of which 1,000,000 remained available for grant at September 30, 2020.

Note 9—Due to Related Parties

From March 1, 2019 (date of inception) to December 31, 2019, Dr. Raquel Izumi, Chief Operations Officer, and Stuart Hwang, Vice President of Business Development, paid $1,250 and $7,784 of general and administrative expenses on behalf of the Company, respectively. As of December 31, 2019, approximately $9,034 remains unpaid by the Company.

During the nine months ended September 30, 2020, Dr. Raquel Izumi, Chief Operations Officer, and Stuart Hwang, Vice President of Business Development, paid $4,084 and $659 of general and administrative expenses on behalf of the Company, respectively. As of September 30, 2020, $13,777 remains unpaid by the Company.

Note 10—Income Taxes

Provision for income taxes

There is no provision for income taxes because the Company has incurred no income or loss for income tax purposes since its inception and maintains a full valuation allowance against its net deferred tax assets. The

reported amount of income tax expense for the period differs from the amount that would result from applying the federal statutory tax rate to net loss before taxes primarily because of the change in valuation allowance.

Deferred tax assets and valuation allowance

Deferred tax assets reflect the tax effects of net operating loss and temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. At December 31, 2019, the Company had no U.S. federal and state net operating loss carryforwards.

A reconciliation of the U.S. statutory federal income tax rate to the Company's effective tax rate is as follows:

	December 31, 2019
Statutory Federal income tax rate	21.0%
State	7.0%
Change in Valuation Allowance	(28.0)%
Income Taxes Provision (Benefit)	0.0%

The significant components of the Company's net deferred tax assets are as follows:

	December 31, 2019
Deferred tax assets:	
StartUp/Organization Costs	$ 12,546
Total deferred tax assets	12,546
Valuation allowance	(12,546)
Deferred tax asset, net of allowance	$ —

There is no net operating loss carry forward because the Company has incurred no income or loss for income tax purposes since its inception.

The Company's initial tax year was 2019, which remains open for the assessment of income taxes.

Note 11—Commitments and Contingencies

Litigation

The Company is not a party to any material legal proceedings and is not aware of any pending or threatened claims. From time to time, the Company may be subject to various legal proceedings and claims that arise in the ordinary course of its business activities.

Commitments

As of September 30, 2020 and December 31, 2019, the Company was not a party to any leasing agreements.

Note 12—Subsequent Events

The Company has evaluated subsequent events and transactions that occurred after December 31, 2019, up through September 14, 2020, the date that these audited financial statements were issued. The Company also

evaluated subsequent events and transactions that occurred after September 30, 2020, up to November 10, 2020, the date the unaudited interim financial statements were available to be issued. Based upon this review, the Company did not identify any subsequent events that would have required adjustment or disclosure in the financial statements, except for the matters disclosed below.

Bayer License Agreement

On October 7, 2020, the Company entered into the Bayer License Agreement, pursuant to which the Company has been granted an exclusive, worldwide, royalty-bearing license under certain Bayer patents and know-how to develop, use, manufacture, commercialize, sublicense and distribute, for all uses in the cure, mitigation, treatment or prevention of diseases or disorders in humans or animals, (i) a clinical-stage small molecule drug platform, including VIP 152 (formerly known as BAY 1251152), a PTEFb inhibitor compound, and (ii) a preclinical stage bioconjugations/next-generation ADC platform, including VIP924 (formerly BAY-924), a SMDC, VIP943 (formerly known as BAY-943) next-generation ADC compounds. These platforms currently comprise the Company's entire product candidate pipeline. The Bayer License Agreement will become effective upon the closing of the Business Combination and receipt of the Initial Qualified Financing.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Defined terms included below shall have the same meaning as terms defined and included elsewhere in the Current Report on Form 8-K (the "Form 8-K") filed by Vincera Pharma, Inc. with the Securities and Exchange Commission (the "SEC") on December 30, 2020. Unless the context otherwise requires, the "Company" refers to Vincera Pharma, Inc. ("Vincera Pharma") (f/k/a LifeSci Acquisition Corp.) and its subsidiaries after the closing of the Business Combination and LifeSci Acquisition Corp. ("LSAC") prior to the closing of the Business Combination.

The following unaudited pro forma condensed combined financial statements present the combination of the financial information of LSAC and Legacy Vincera Pharma, adjusted to give effect to the Business Combination. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X.

The unaudited pro forma condensed combined balance sheet as of September 30, 2020 combines the historical balance sheet of LSAC and the historical balance sheet of Legacy Vincera Pharma, on a pro forma basis as if the Business Combination and related transactions, summarized below, had been consummated on September 30, 2020. The unaudited pro forma condensed combined statements of operations for the year ended December 31, 2019 and the nine months ended September 30, 2020, combine the historical statements of operations of LSAC and Legacy Vincera Pharma on a pro forma basis as if the Business Combination and related transactions, summarized below, had been consummated on January 1, 2019, the beginning of the earliest period presented.

Bayer License Agreement Under Bioconjugate Technology and PTEFb Technology—On October 7, 2020, Legacy Vincera Pharma entered into the Bayer License Agreement, which became effective on December 23, 2020 upon the closing of the Business Combination and receipt of the Initial Qualified Financing (as defined in the Proxy Statement). Pursuant to the Bayer License Agreement, Vincera Pharma has been granted an exclusive, worldwide, royalty-bearing license under certain Bayer patents and know-how to develop, use, manufacture, commercialize, sublicense and distribute (i) a clinical-stage small molecule drug platform, including a PTEFb inhibitor compound, and (ii) a preclinical stage bioconjugations/next-generation ADC platform, including next-generation ADC compounds.

Following the closing of the Business Combination and receipt of the Initial Qualified Financing, Vincera Pharma will pay Bayer a $5 million upfront license fee. If the Company achieves all of the development and commercial sales milestones for license products under the Bayer License Agreement for each of the countries and disease indications, the Company would be obligated to pay milestone payments that range from $110 million to up to $318 million per licensed product, and upon successful commercialization of at least five licensed products, the Company could be required to pay aggregate milestone payments in excess of $1 billion. In addition to milestone payments, the Company is also required to pay Bayer under the Bayer License Agreement ongoing royalties in the single digit to low double digit percentage range on net commercial sales of licensed products.

In addition, in connection with the closing of the Business Combination, the parties took the following actions:

- Converted $500,000 of the promissory notes issued by LSAC to the Sponsor (as defined in the Proxy Statement) in the aggregate principal amount of $1,000,000 into Private Warrants to purchase LSAC Shares (as defined in the Proxy Statement) at a conversion price of $0.50 per Private Warrant, all of which were issued to LifeSci Holdings LLC, and converted the remaining $500,000 of such amount at a conversion price equal to $10.00 per share into 50,000 LSAC Shares, all of which were issued to LifeSci Holdings LLC.
- Converted the deferred underwriting discount payable to the underwriter of the IPO (as defined in the Proxy Statement) into LSAC Shares at a conversion price per share equal to $10.00, of which 140,796 shares were issued to LifeSci Holdings LLC and 88,936 shares were issued to the underwriter of the IPO.

- Amended 500,000 of the Private Warrants held by Rosedale Park, LLC and 500,000 of the Private Warrants held by LifeSci Holdings LLC to remove the cashless exercise provision and include a redemption provision substantially identical to the provision set forth in Section 6.1 of the LSAC Warrants; provided, however, that such redemption rights may not be exercised during the first 12 months following the closing of the Business Combination unless the last sales price of the LSAC Shares has been equal to or greater than $20.00 per share for any 20 trading days within a 30 trading day period ending on the third business day prior to the date on which notice of redemption is given. If Vincera Pharma determines that it needs additional capital prior to the time that the LSAC Warrants may otherwise be called for redemption pursuant to the foregoing terms, the parties agree to discuss the possibility of calling the Private Warrants for redemption prior to such time.

On December 23, 2020, the Business Combination was consummated and the Initial Qualified Financing was received.

The historical financial statements have been adjusted in the unaudited pro forma condensed combined financial statements to give pro forma effect to events that are: (i) directly attributable to the Business Combination; (ii) factually supportable; and (iii) with respect to the statement of operations, expected to have a continuing impact on LSAC results following the completion of the Business Combination.

The unaudited pro forma condensed combined financial statements have been developed from and should be read in conjunction with:

- the accompanying notes to the unaudited pro forma condensed combined financial statements;
- the historical audited financial statements of LSAC for the period from December 19, 2018 (inception) through June 30, 2019 and the related notes, which are included in the Proxy Statement;
- the historical audited financial statements of Legacy Vincera Pharma as of December 31, 2019 and for the period from March 1, 2019 (inception) through December 31, 2019 and the related notes, which are included in the Proxy Statement;
- the historical unaudited financial statements of LSAC as of and for the three months ended September 30, 2020 and 2019 and the related notes, which are included in the Proxy Statement;
- the historical audited financial statements of LSAC for the year ended June 30, 2020 and the related notes, which are included in the Proxy Statement;

- the historical unaudited financial statements of Legacy Vincera Pharma as of and for the nine months ended September 30, 2020 and the related notes, which are included in the Proxy Statement;
- other information relating to LSAC and Legacy Vincera Pharma contained in the Proxy Statement, including the Merger Agreement and the description of certain terms thereof set forth in the section entitled "*The Merger Agreement*."

Pursuant to LSAC's amended and restated certificate of incorporation in effect prior to the closing of the Business Combination, holders of LSAC Shares were offered the opportunity to redeem, upon the closing of the Business Combination, all or a portion of the shares of Company Common Stock then held by them for cash equal to their pro rata share of the aggregate amount on deposit (as of two business days prior to the closing) in the Trust Account (as defined in the Proxy Statement). No holders of LSAC Shares elected to redeem their LSAC Shares in connection with the closing of the Business Combination.

Assumptions and estimates underlying the unaudited pro forma adjustments set forth in the unaudited pro forma condensed combined financial statements are described in the accompanying notes. The unaudited pro forma condensed combined financial statements have been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the Business Combination occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial statements do not purport to project the future operating results or financial position of Vincera Pharma following the completion of the Business Combination. The unaudited pro forma adjustments represent management's estimates based on information available as of the date of these unaudited pro forma condensed combined financial statements and are subject to change as additional information becomes available and analyses are performed.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF SEPTEMBER 30, 2020
(in thousands)

	LSAC Historical	Vincera Historical	Pro Forma Combined: Pro Forma Adjustments	Notes	Pro Forma Combined: Pro Forma Combined
Assets					
Cash	$ 563	$ 36	(5,000)	2 a	$ 59,078
			65,698	2 b	
			(2,017)	2 c	
			(202)	2 d	
Other current assets	74	439	(439)	2 c	74
Total current assets	**637**	**475**	**58,040**		**59,152**
Cash and marketable securities held in Trust Account	65,698	—	(65,698)	2 b	—
Non-current assets	**65,698**	**—**	**(65,698)**		**—**
Total assets	**$ 66,335**	**$ 475**	**$ (7,658)**		**$ 59,152**
Liabilities					
Accounts payable and accrued expenses	$ 402	$ 643	$ —		$ 1,045
Due to related parties	—	14	—		14
Other current liabilities	1	—	—		1
Total current liabilities	**403**	**657**	**—**		**1,060**
Promissory note - related party	1,000	202	(1,202)	2 d	—
Deferred underwriting fees	2,297	—	(2,297)	2 c	—
Total non-current liabilities	**3,297**	**202**	**(3,499)**		**—**
Total liabilities	**3,700**	**859**	**(3,499)**		**1,060**
Commitments					
Common stock subject to possible redemptions	57,635	—	(57,635)	2 e	—
Equity					
Preferred stock	—	—	—		—
Common stock	—	1	—		1
Class A	—	—	—		—
Class B	—	—	—		—
Additional paid in capital	5,555	4	(159)	2 c	63,480
			1,000	2 d	
			(555)	2 e	
			57,635	2 e	
Retained earnings (accumulated deficit)	(555)	(389)	(5,000)	2 a	(5,389)
			555	2 e	
Total equity	**5,000**	**(384)**	**53,476**		**58,092**
Total liabilities and stockholders' equity	**$ 66,335**	**$ 475**	**$ (7,658)**		**$ 59,152**

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2019
(in thousands, except share and per share data)

	LSAC	Vincera	Pro Forma Combined		
			Pro Forma Adjustments	Notes	Pro Forma Combined
Revenues	$—	$ —	$ —		$ —
Operating expenses					
General, administrative and other	2	45	—		47
Total operating expenses	2	45	—		47
Net income (loss)	$ (2)	$ (45)	$ —		$ (47)
Weighted average share outstanding					
Basic			13,984,441	2 c	13,984,441
Diluted			13,984,441	2 c	13,984,441
Net income (loss) per share					
Basic					$ (0.00)
Diluted					$ (0.00)

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2020
(in thousands, except share and per share data)

			Pro Forma Combined		
	LSAC	Vincera	Pro Forma Adjustments	Notes	Pro Forma Combined
Revenues	$ —	$ —	$ —		$ —
Operating expenses					
General, administrative and other	612	342	—		954
Operating expenses	612	342	—		954
Operating profit	(612)	(342)	—		(954)
Interest income					
Interest income	60	(2)	(60)	2 a	(2)
Total interest income	60	(2)	(60)		(2)
Income (loss) before income taxes	(552)	(344)	(60)		(956)
Income tax expense	(1)	—	1	2 b	—
Net income (loss)	$(553)	$ (344)	$ (59)		$ (956)
Weighted average share outstanding					
Basic			13,984,441	2 c	13,984,441
Diluted			13,984,441	2 c	13,984,441
Net income (loss) per share					
Basic					$ (0.07)
Diluted					$ (0.07)

Notes to Unaudited Pro Forma Condensed Combined Financial Statements

1. Basis of Presentation

The Business Combination is accounted for as a reverse recapitalization, with no goodwill or other intangible assets recorded, in accordance with GAAP. Under this method of accounting, LSAC is treated as the "acquired" company for financial reporting purposes. Accordingly, for accounting purposes, the Business Combination is treated as the equivalent of Legacy Vincera Pharma issuing stock for the net assets of LSAC, accompanied by a recapitalization. The net assets of LSAC are stated at historical cost, with no goodwill or other intangible assets recorded.

The unaudited pro forma condensed combined balance sheet as of September 30, 2020 gives pro forma effect to the Business Combination as if it had been consummated on September 30, 2020. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2019 and the nine months ended September 30, 2020, give pro forma effect to the Business Combination as if it had been consummated on January 1, 2019.

The unaudited pro forma condensed combined balance sheet as of September 30, 2020 has been prepared using, and should be read in conjunction with, the following:

- LSAC's unaudited balance sheet as of September 30, 2020 and the related notes, which are included in the Proxy Statement; and
- Vincera's unaudited balance sheet as of September 30, 2020 and the related notes, which are included in the Proxy Statement.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2019 has been prepared using, and should be read in conjunction with, the following:

- LSAC's audited statement of operations for the period from December 19, 2018 (inception) through June 30, 2019 and the related notes, which are included in the Proxy Statement; LSAC's unaudited statement of operations for the six months ended December 31, 2019; and
- Vincera's audited statement of operations for the period from March 1, 2019 (inception) through December 31, 2019 and the related notes, which are included in the Proxy Statement.

The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2020 has been prepared using, and should be read in conjunction with, the following:

- LSAC's unaudited statement of operations for the three months ended September 30, 2020 and 2019 and the related notes, which are included in the Proxy Statement; and
- LSAC's audited statement of operations for the year ended June 30, 2020 and the related notes, which are included in the Proxy Statement; and
- Vincera's unaudited statement of operations for the nine months ended September 30, 2020 and the related notes, which are included in the Proxy Statement.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings or cost savings that may be associated with the Business Combination. The pro forma adjustments reflecting the consummation of the Business Combination are based on certain currently available information and certain assumptions and methodologies that management believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments and it is possible the difference may be material. Management believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination based on information available to management at the time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the post-combination company. They should be read in conjunction with the historical financial statements and notes thereto of LSAC and Legacy Vincera Pharma.

2. Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and has been prepared for informational purposes only. The historical financial statements have been adjusted in the unaudited pro forma condensed combined financial information to give pro forma effect to events that are (1) directly attributable to the Business Combination, (2) factually supportable, and (3) with respect to the statements of operations, expected to have a continuing impact on the results of the post-combination company. LSAC and Legacy Vincera Pharma have not had any historical relationship prior to the Business Combination. Accordingly, no pro forma adjustments were required to eliminate activities between the companies.

Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

The adjustments included in the unaudited pro forma condensed combined balance sheet as of September 30, 2020 are as follows:

a Reflects the payment of a $5.0 million fee due Bayer pursuant to the Bayer License Agreement following the closing of the Business Combination and receipt of the Initial Qualified Financing.

b Reflects the reclassification of cash and investments held in the Trust Account that became available following the Business Combination.

c Represents the payment of transaction costs of approximately $2.0 million, the reclassification of Vincera Pharma’s deferred offering costs into additional paid in capital of $0.4 million as of September 30, 2020 and the conversion of the deferred underwriting discount payable at a conversion price per share equal to $10.00, of which 140,796 shares were issued to LifeSci Holdings LLC and 88,936 shares were issued to the underwriter of the IPO (“Transaction Costs”). Transaction Costs includes legal, financial advisory and other professional fees related to the Business Combination. Transaction Costs are not included in the unaudited pro forma condensed combined statement of operations as they are deemed to not have a continuing impact on the results of the post-combination company.

d Reflects the exchange of $500,000 in promissory notes for Private Warrants at $0.50 per warrant and the conversion of the remaining $500,000 in promissory notes upon consummation of the Business Combination at a conversion price equal to $10.00 per share into 50,000 LSAC Shares. Also, reflects the payoff of Legacy Vincera Pharma's $202,000 related party promissory note.

e Reflects a pro forma adjustment for the reorganization of the equity section of the Combined Company (as defined in the Proxy Statement). Adjustment includes the transfer of LSAC's $57.6 million common stock subject to possible redemptions balance as of September 30, 2020 to permanent equity as there were no common stock redemptions subsequent to September 30, 2020.

Adjustments to Unaudited Pro Forma Condensed Combined Statements of Operations

The pro forma adjustments included in the unaudited pro forma condensed combined statements of operations for the year ended December 31, 2019 and for the nine months ended September 30, 2020 are as follows:

a Represents pro forma adjustment to eliminate interest income related to the Trust Account.

b We have incurred income tax expense primarily related to interest income held in the Trust Account. We are eliminating this income tax expense because this income tax expense will not be incurred if the Business Combination was consummated on January 1, 2019.

c Represents the increase in the weighted average shares outstanding due to the issuance of common stock (and redemptions in the Assuming Maximum Redemptions in LSAC Shares scenario) in connection with the Business Combination.

3. Income per Share

Represents the net income per share calculated using the historical weighted average shares outstanding, and the issuance of additional shares in connection with the Business Combination, assuming the shares were outstanding since January 1, 2019. As the Business Combination is being reflected as if it had occurred at the beginning of the periods presented, the calculation of weighted average shares outstanding for basic and diluted net loss per share assumes that the shares issuable relating to the Business Combination have been outstanding for the entire periods presented. Also, assumes that all stock options, warrants and rights are not dilutive.

	Pro Forma Combined
LSAC's Public Stockholders	6,563,767
LSAC's Initial Stockholders	1,640,942
Other	279,732
Sellers	5,500,000
Total	13,984,441