UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2021

OR

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

For the transition period from to

Commission File Number: 001-38959

BridgeBio Pharma, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**84-1850815**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
421 Kipling Street Palo Alto, CA	**94301**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (650) 391-9740

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	BBIO	The Nasdaq Global Select Market

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

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

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

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

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

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

As of April 30, 2021, the registrant had 149,284,184 shares of common stock, $0.001 par value per share, outstanding.

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BRIDGEBIO PHARMA, INC.
Condensed Consolidated Balance Sheets
(in thousands, except shares and per share amounts)

	March 31, 2021	December 31, 2020
	(Unaudited)	(1)
Assets		
Current assets:		
Cash and cash equivalents	$ 471,176	$ 356,082
Short-term marketable securities	447,942	251,011
Receivable from a related party	462	—
Prepaid expenses and other current assets	25,534	35,731
Total current assets	945,114	642,824
Property and equipment, net	22,816	20,325
Operating lease right-of-use assets, net	12,997	16,508
Long-term marketable securities	82,202	—
Other assets	30,179	23,931
Total assets	$ 1,093,308	$ 703,588
Liabilities, Redeemable Convertible Noncontrolling Interests and Stockholders' Equity (Deficit)		
Current liabilities:		
Accounts payable	$ 10,340	$ 8,945
Accrued compensation and benefits	20,741	29,682
Accrued research and development liabilities	33,423	27,290
Accrued professional services	4,518	5,579
LEO call option liability	—	5,550
Operating lease liabilities, current portion	3,807	3,795
Term loans, current portion	3,646	1,458
Other accrued liabilities	18,254	13,349
Total current liabilities	94,729	95,648
Term loans, net of current portion	90,762	92,421
2029 Notes, net	731,747	—
2027 Notes, net	538,690	383,436
Operating lease liabilities, net of current portion	13,862	14,677
Other liabilities	11,612	9,520
Total liabilities	1,481,402	595,702
Commitments and contingencies (Note 8)		
Redeemable convertible noncontrolling interests	1,271	1,630
Stockholders' equity (deficit):		
Undesignated preferred stock, $0.001 par value; 25,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, $0.001 par value; 500,000,000 shares authorized; 152,289,274 shares issued and 149,114,600 shares outstanding as of March 31, 2021, 125,264,070 shares issued and 122,849,389 shares outstanding as of December 31, 2020	152	125
Treasury stock, at cost; 3,174,674 shares as of March 31, 2021, 2,414,681 shares as of December 31, 2020	(125,000)	(75,000)
Additional paid-in capital	767,117	1,021,344
Accumulated other comprehensive income (loss)	(57)	192
Accumulated deficit	(1,037,506)	(888,755)
Total BridgeBio stockholders' equity (deficit)	(395,294)	57,906
Noncontrolling interests	5,929	48,350
Total stockholders' equity (deficit)	(389,365)	106,256
Total liabilities, redeemable convertible noncontrolling interests and stockholders' equity (deficit)	$ 1,093,308	$ 703,588

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

(1) The condensed consolidated balance sheet as of December 31, 2020 is derived from the audited consolidated financial statements as of that date.

BRIDGEBIO PHARMA, INC.

Condensed Consolidated Statements of Operations
(Unaudited)
(in thousands, except shares and per share amounts)

	Three Months Ended March 31,	
	2021	**2020**
License revenue	$ 462	$ —
Operating expenses:		
Research and development	122,559	68,225
General and administrative	45,407	34,262
Total operating expenses	167,966	102,487
Loss from operations	(167,504)	(102,487)
Other income (expense), net:		
Interest income	394	1,941
Interest expense	(9,738)	(4,010)
Other income	5,766	474
Total other income (expense), net	(3,578)	(1,595)
Net loss	(171,082)	(104,082)
Net loss attributable to redeemable convertible noncontrolling interests and noncontrolling interests	8,003	12,232
Net loss attributable to common stockholders of BridgeBio	$ (163,079)	$ (91,850)
Net loss per share, basic and diluted	$ (1.18)	$ (0.78)
Weighted-average shares used in computing net loss per share, basic and diluted	138,627,729	117,803,438

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

BRIDGEBIO PHARMA, INC.

Condensed Consolidated Statements of Comprehensive Loss
(Unaudited)
(in thousands)

	Three Months Ended March 31,	
	2021	**2020**
Net loss	$ (171,082)	$ (104,082)
Other comprehensive income (loss):		
Unrealized gain (loss) on available-for-sale securities	(249)	472
Comprehensive loss	(171,331)	(103,610)
Comprehensive loss attributable to redeemable convertible noncontrolling interests and noncontrolling interests	8,003	12,232
Comprehensive loss attributable to common stockholders of BridgeBio	$ (163,328)	$ (91,378)

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

BRIDGEBIO PHARMA, INC.

Condensed Consolidated Statements of Redeemable Convertible Noncontrolling Interests and Stockholders' Equity (Deficit)
(*Unaudited*)
(in thousands, except shares and per share amounts)

	Three Months Ended March 31, 2021										
	Redeemable Convertible Noncontrolling Interests	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total BridgeBio Stockholders' Equity (Deficit)	Noncontrol-ling Interests	Total Stockholders' Equity (Deficit)
		Shares	Amount	Shares	Amount						
Balances as of December 31, 2020 (2)	$ 1,630	122,849,389	$ 125	2,414,681	$ (75,000)	$ 1,021,344	$ 192	$ (888,755)	$ 57,906	$ 48,350	$ 106,256
Cumulative effect of ASU 2020-06 adoption	—	—	—	—	—	(168,078)	—	14,328	(153,750)	—	(153,750)
Issuance of shares under equity compensation plans	—	819,113	1	—	—	6,841	—	—	6,842	—	6,842
Stock-based compensation	—	—	—	—	—	19,841	—	—	19,841	—	19,841
Purchase of capped calls	—	—	—	—	—	(61,295)	—	—	(61,295)	—	(61,295)
Repurchase of common stock	—	(759,993)	—	759,993	(50,000)	—	—	—	(50,000)	—	(50,000)
Issuance of common stock under ESPP	—	65,298	—	—	—	1,651	—	—	1,651	—	1,651
Repurchase of common stock to satisfy tax withholding	—	(15,653)	—	—	—	(1,021)	—	—	(1,021)	—	(1,021)
Repurchase of Eidos noncontrolling interests for cash and shares, including transaction costs of $70,734	—	26,156,446	26	—	—	(53,856)	—	—	(53,830)	(38,167)	(91,997)
Issuance of noncontrolling interests	—	—	—	—	—	—	—	—	—	5,080	5,080
Transfers from (to) noncontrolling interests	517	—	—	—	—	1,690	—	—	1,690	(2,207)	(517)
Unrealized loss on available-for-sale securities	—	—	—	—	—	—	(249)	—	(249)	—	(249)
Net loss	(876)	—	—	—	—	—	—	(163,079)	(163,079)	(7,127)	(170,206)
Balances as of March 31, 2021	$ 1,271	149,114,600	$ 152	3,174,674	$ (125,000)	$ 767,117	$ (57)	$ (1,037,506)	$ (395,294)	$ 5,929	$ (389,365)

	Three Months Ended March 31, 2020										
	Redeemable Convertible Noncontrolling Interests	Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total BridgeBio Stockholders' Equity	Noncontrol-ling Interests	Total Stockholders' Equity
		Shares	Amount	Shares	Amount						
Balances as of December 31, 2019 (2)	$ 2,243	123,658,287	$ 124	—	$ —	$ 848,107	$ 254	$ (440,031)	$ 408,454	$ 65,279	$ 473,733
Issuance of shares under equity compensation plans	—	116,249	—	—	—	529	—	—	529	—	529
Stock-based compensation	—	—	—	—	—	8,063	—	—	8,063	—	8,063
Equity component of 2027 Notes, net of issuance costs and deferred tax liability	—	—	—	—	—	167,726	—	—	167,726	—	167,726
Purchase of capped calls	—	—	—	—	—	(49,280)	—	—	(49,280)	—	(49,280)
Repurchase of common stock	—	(2,414,681)	—	2,414,681	(75,000)	—	—	—	(75,000)	—	(75,000)
Issuance of noncontrolling interests	1,102	—	—	—	—	—	—	—	—	26,565	26,565
Transfers from (to) noncontrolling interests	574	—	—	—	—	11,601	—	—	11,601	(12,175)	(574)
Unrealized gains on available-for-sale securities	—	—	—	—	—	—	472	—	472	—	472
Net loss	(866)	—	—	—	—	—	—	(91,850)	(91,850)	(11,366)	(103,216)
Balances as of March 31, 2020	$ 3,053	121,359,855	$ 124	2,414,681	$ (75,000)	$ 986,746	$ 726	$ (531,881)	$ 380,715	$ 68,303	$ 449,018

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

(2) The consolidated balances as of December 31, 2020 and 2019 are derived from the audited consolidated financial statements as of those dates.

BRIDGEBIO PHARMA, INC.

Condensed Consolidated Statements of Cash Flows
(Unaudited)
(in thousands)

	Three Months Ended March 31,	
Operating activities:	**2021**	**2020**
Net loss	$ (171,082)	$ (104,082)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation	33,577	10,222
Amortization of operating lease right-of-use assets	1,365	541
Accretion of debt	1,249	1,761
LEO call option income	(5,550)	(539)
Other noncash adjustments	5,096	493
Changes in operating assets and liabilities:		
Receivable from a related party	(462)	2,845
Prepaid expenses and other current assets	1,448	1
Other assets	(6,113)	(734)
Accounts payable	1,792	4,234
Accrued compensation and benefits	(12,981)	(7,670)
Accrued research and development liabilities	6,134	8,626
Accrued professional services	(360)	923
Operating lease liabilities	(1,338)	(556)
Other accrued and other liabilities	(3,540)	15
Net cash used in operating activities	(150,765)	(83,920)
Investing activities		
Purchases of marketable securities	(379,291)	—
Maturities of marketable securities	99,200	42,500
Purchases of property and equipment	(1,961)	(4,477)
Net cash provided by (used in) investing activities	(282,052)	38,023
Financing activities		
Proceeds from issuance of 2029 Notes in 2021 and 2027 Notes in 2020	747,500	550,000
Issuance costs and discounts associated with issuance of 2029 Notes and 2027 Notes	(16,064)	(12,375)
Purchase of capped calls	(61,295)	(49,280)
Repurchase of common stock	(50,000)	(75,000)
Proceeds from at-the-market issuance of noncontrolling interest by Eidos, net	—	24,094
Proceeds from issuance of redeemable convertible noncontrolling interests to third-party investors	—	1,000
Repurchase of Eidos noncontrolling interest, including direct transaction costs	(80,324)	—
Proceeds from BridgeBio common stock issuances under ESPP	1,652	—
Repurchase of shares to satisfy tax withholding	(1,021)	—
Proceeds from stock option exercises, net of repurchases	7,464	734
Net cash provided by financing activities	547,912	439,173
Net increase in cash, cash equivalents and restricted cash	115,095	393,276
Cash, cash equivalents and restricted cash at beginning of period	358,679	364,197
Cash, cash equivalents and restricted cash at end of period	$ 473,774	$ 757,473
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	$ 8,913	$ 2,054
Supplemental Disclosures of Non-Cash Investing and Financing Information:		
Net noncash portion of repurchase of Eidos noncontrolling interests	$ 38,167	$ —
Direct transaction costs in the repurchase of Eidos noncontrolling interest included in accounts payable and accrued professional services	$ 4,766	$ —
Direct transaction costs in the repurchase of Eidos recorded in Additional paid-in capital previously classified in prepaid expenses and other current assets	$ 8,749	$ —
Issuance costs associated with issuance of 2027 Notes included in other accrued and other liabilities	$ —	$ 664
Unpaid property and equipment	$ 1,787	$ —
Recognition of property and equipment previously classified in other assets	$ —	$ 10,000
Transfers from noncontrolling interests (Note 6)	$ 1,690	$ 11,601

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

1. Organization and Description of Business

BridgeBio Pharma, Inc. ("BridgeBio") was established to identify and advance transformative medicines to treat patients who suffer from Mendelian diseases, which are diseases that arise from defects in a single gene, and cancers with clear genetic drivers. BridgeBio's pipeline of programs spans early discovery to late-stage development.

Since inception, BridgeBio has either created wholly-owned subsidiaries or has made investments in certain controlled entities, including partially-owned subsidiaries for which BridgeBio has a majority voting interest, and variable interest entities ("VIEs") for which BridgeBio is the primary beneficiary (collectively, "we", "our", "us"). BridgeBio is headquartered in Palo Alto, California.

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The condensed consolidated financial statements include the accounts of BridgeBio Pharma, Inc., its wholly-owned subsidiaries and controlled entities, all of which are denominated in U.S. dollars. All intercompany balances and transactions have been eliminated in consolidation. For consolidated entities where we own or are exposed to less than 100% of the economics, we record net loss attributable to noncontrolling interests in our condensed consolidated statements of operations equal to the percentage of the economic or ownership interest retained in such entities by the respective noncontrolling parties.

In determining whether an entity is considered a controlled entity, we apply the VIE and Voting Interest Entity ("VOE") models. We assess whether we are the primary beneficiary of a VIE based on our power to direct the activities of the VIE that most significantly impact the VIE's economic performance and our obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. Entities that do not qualify as a VIE are assessed for consolidation under the VOE model. Under the VOE model, BridgeBio consolidates the entity if it determines that it has a controlling financial interest in the entity through its ownership of greater than 50% of the outstanding voting shares of the entity and that other equity holders do not have substantive voting, participating or liquidation rights. We assess whether we are the primary beneficiary of a VIE or whether we have a majority voting interest for entities consolidated under the VOE model at the inception of the arrangement and at each reporting date.

The accompanying condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") in the United States and applicable rules and regulations of the U.S. Securities and Exchange Commission (the "SEC") regarding interim financial reporting. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2020 filed with the SEC.

The condensed consolidated financial statements have been prepared on the same basis as the annual financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair statement of our financial position, our results of operations and comprehensive loss, and our cash flows for the periods presented. The results of operations for the three months ended March 31, 2021 are not necessarily indicative of the results to be expected for the year ending December 31, 2021 or for any other future annual or interim periods.

Risks and Uncertainties

In March 2020, the World Health Organization declared the outbreak of SARS-CoV-2, the novel strain of coronavirus that causes Coronavirus disease 19 ("COVID-19") a global pandemic. Since then, a large focus of healthcare providers and hospitals has been on fighting the virus, and consistent with the U.S. Food and Drug Administration's updated industry guidance for conducting clinical trials issued on March 18, 2020, we have experienced delays in or temporary suspension of the enrollment of patients in our subsidiaries' ongoing clinical trials. We additionally may experience delays in certain ongoing key program activities, including commencement of planned clinical trials, as well as non-clinical experiments and investigational new drug application-enabling good laboratory practice toxicology studies. The exact timing of delays and their overall impact on our business are currently unknown, and we are monitoring the COVID-19 pandemic as it continues to evolve. We are continuing to actively monitor the situation and may take further precautionary and preemptive actions as may be required by federal, state or local authorities or that we determine are in the best interests of public health and safety and that of our patient community, employees, partners, suppliers and stockholders. We cannot predict the effects that such actions, or the impact of COVID-19 on global business operations and economic conditions, may have on our business or strategy, including the effects on our ongoing and planned clinical development activities and prospects, or on our financial and operating results.

Cash, Cash Equivalents and Restricted Cash

We consider all highly liquid investments purchased with original maturities of 90 days or less from the purchase date to be cash equivalents. Cash equivalents consist primarily of amounts invested in money market instruments, such as money market funds and repurchase agreements collateralized with securities issued by the U.S. government or its agencies.

Our restricted cash balance relates to cash and cash equivalents that we have pledged as collateral under certain lease agreements and letters of credit.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the condensed consolidated balance sheets that sum to the total of the amounts shown in the condensed consolidated statements of cash flows:

	March 31, 2021	March 31, 2020
	(in thousands)	
Cash and cash equivalents	$ 471,176	$ 757,049
Restricted cash — Included in "Prepaid expenses and other current assets"	139	—
Restricted cash — Included in "Other assets"	2,459	424
Total cash, cash equivalents and restricted cash shown in the condensed consolidated statements of cash flows	$ 473,774	$ 757,473

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosure of contingent liabilities at the date of the condensed consolidated financial statements, and the reported amounts of expenses during the reporting period. Significant estimates and assumptions made in the accompanying condensed consolidated financial statements include, but are not limited to, the fair value of the LEO call option liability (see Note 7), the fair value of the LianBio Warrants (see Note 7), the fair value of Eidos' derivative liability (see Note 9), the present value of lease payments of our leases on the respective lease commencement dates, the impairment of certain of our asset groups, the valuation of our stock-based awards, accounting for stock-based award modifications, accruals for performance-based milestone compensation arrangements, accruals for research and development activities and accruals for contingent intellectual property, clinical, regulatory and sales milestones payments in our in-licensing agreements. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable. Actual results may differ from those estimates or assumptions.

Recently Adopted Accounting Pronouncements

Accounting Standards Update ("ASU") 2020-06, Debt – Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging – Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity. In August 2020, the FASB issued *ASU 2020-06, Debt - Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging - Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*. The guidance simplifies the complexity associated with applying U.S. GAAP for certain financial instruments with characteristics of liabilities and equity. This ASU (1) simplifies the accounting for convertible debt instruments and convertible preferred stock by removing the existing guidance in ASC 470-20, *Debt: Debt with Conversion and Other Options*, that requires entities to account for beneficial conversion features and cash conversion features in equity, separately from the host convertible debt or preferred stock; (2) revises the scope exception from derivative accounting in ASC 815-40 for freestanding financial instruments and embedded features that are both indexed to the issuer's own stock and classified in stockholders' equity, by removing certain criteria required for equity classification; and (3) revises the guidance in ASC 260, *Earnings Per Share*, to require entities to calculate diluted earnings per share for convertible instruments by using the if-converted method. ASU 2020-06 is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. Adoption is either through a modified retrospective method or a full retrospective method of transition.

Effective January 1, 2021, we early adopted ASU 2020-06 using the modified retrospective method with respect to our 2027 Notes, which is our convertible debt that existed at that date. As a result of the adoption, we no longer separately account for the liability and equity components of the 2027 Notes by allocating the proceeds between the liability component and the embedded conversion options, or equity component; and, instead, account for our 2027 Notes wholly as debt. This also resulted in the derecognition of a deferred tax liability, which represented a basis difference in the face value of the 2027 Notes due to the previous allocation of portion of the proceeds to the equity component. Additionally, we recorded a cumulative adjustment to decrease our opening accumulated deficit balance as of January 1, 2021, representing a reduction in previously recorded interest expense accretion to the principal amount of our 2027 Notes through December 31, 2020. The following table summarizes the adjustments made to our condensed consolidated balance sheet as of January 1, 2021 as a result of applying the modified retrospective method in adopting ASU 2020-06:

	As Reported	Adjustments		As Adjusted
	December 31, 2020	Account 2027 Notes wholly as debt	Cumulative impact on interest expense	January 1, 2021
	(in thousands)			
2027 Notes, net	$ 383,436	$ 169,173	$ (14,328)	$ 538,281
Other liabilities (1)	9,520	(1,095)	$ —	8,425
Additional paid-in capital	1,021,344	(168,078)	—	853,266
Accumulated deficit	(888,755)	—	14,328	(874,427)

(1) Related deferred tax liability was recorded as part of “Other liabilities”.

Under this transition method, we do not need to restate the comparative periods in transition and will continue to present financial information and disclosures for periods before January 1, 2021 in accordance with the pre-ASU 2020-06 guidance under ASC 470-20, *Debt: Debt with Conversion and Other Options (ASC 470-20)*.

The adoption did not impact previously reported amounts in our condensed consolidated statements of operations and cash flows and our basic and diluted net loss per share amounts.

3. Fair Value Measurement

The following table presents information about our financial assets and liabilities that are measured at fair value on a recurring basis and indicates the fair value hierarchy of the valuation:

	March 31, 2021			
	Total	Level 1	Level 2	Level 3
	(in thousands)			
Assets				
Cash equivalents:				
Money market funds	$ 333,123	$ 333,123	$ —	$ —
Short-term marketable securities:				
U.S. treasury notes	45,161	—	45,161	—
Commercial paper	213,992	—	213,992	—
Corporate debt securities	113,369	—	113,369	—
Supranational debt securities	75,420	—	75,420	—
Total short-term marketable securities	447,942	—	447,942	—
Long-term marketable securities:				
U.S. treasury notes	60,835	—	60,835	—
Corporate debt securities	21,367	—	21,367	—
Total long-term marketable securities	82,202	—	82,202	—
LianBio Warrants	3,338	—	—	3,338
Total financial assets	$ 866,605	$ 333,123	$ 530,144	$ 3,338
Liability				
Embedded derivative	$ 1,410	$ —	$ —	1,410

	December 31, 2020			
	Total	Level 1	Level 2	Level 3
	(in thousands)			
Assets				
Cash equivalents:				
Money market funds	$ 266,437	$ 266,437	$ —	$ —
Short-term marketable securities:				
U.S. treasury bills	14,999	—	14,999	—
U.S. treasury notes	45,391	—	45,391	—
Commercial paper	144,851	—	144,851	
Corporate debt securities	45,770	—	45,770	—
Total short-term marketable securities	251,011	—	251,011	—
LianBio Warrants	3,338	—	—	3,338
Total financial assets	$ 520,786	$ 266,437	$ 251,011	$ 3,338
Liabilities				
LEO call option liability	$ 5,550	$ —	$ —	5,550
Embedded derivative	1,340	—	—	1,340
Total financial liabilities	$ 6,890	$ —	$ —	$ 6,890

There were no transfers between Level 1, Level 2 or Level 3 during the periods presented.

There are uncertainties on the fair value measurement of the instruments classified under Level 3 due to the use of unobservable inputs and interrelationships between these unobservable inputs, which could result in higher or lower fair value measurements.

Marketable Securities

The fair value of our marketable securities classified within Level 2 is based upon observable inputs that may include benchmark yields, reported trades, broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers and reference data including market research publications.

LEO Call Option Liability

The valuation of the LEO call option contained unobservable inputs that reflected our own assumptions for which there was little, if any, market activity at the measurement date. Accordingly, the LEO call option liability was remeasured to fair value on a recurring basis using unobservable inputs that were classified as Level 3 inputs. The uncertainty of the fair value measurement due to the use of unobservable inputs and interrelationships between these unobservable inputs could have resulted in higher or lower fair value measurement.

We estimated the fair value of the LEO call option by estimating the fair value of various clinical, regulatory, and sales milestones based on the estimated risk and probability of achievement of each milestone, and allocated the value using a Black-Scholes option pricing model with the following assumptions as of December 31, 2020:

	December 31, 2020
Probability of milestone achievement	12.0%-84.0%
Discount rate	0.1%-14.3%
Expected term (in years)	1.25-6.25
Expected volatility	80.0%-95.0%
Risk-free interest rate	1.16%-1.53%
Dividend yield	—

On March 30, 2021, LEO provided a notice of termination of the LEO call option effective April 15, 2021. As a result and based on the facts and circumstances that existed as of March 31, 2021, we have evaluated that the likelihood of LEO exercising said option is remote and we derecognized the LEO call option liability. The following table sets forth a summary of the change in the estimated fair value of the LEO call option recorded in "Other income":

	Total (in thousands)
Balance as of December 31, 2020	$ 5,550
Change in fair value upon notice of termination of the LEO call option	(5,550)
Balance as of March 31, 2021	$ —

Eidos Embedded Derivative Liability in Loan Agreement

For the SVB and Hercules Loan entered into in November 2019 (see Note 9), Eidos determined that the requirement to pay a fee ("Success Fee") upon certain events is an embedded derivative liability to be measured at fair value. The fair value of the derivative was determined based on an income approach that identified the cash flows using a "with-and-without" valuation methodology. The inputs used to determine the estimated fair value of the derivative instrument were based primarily on the probability of an underlying event triggering the embedded derivative occurring and the timing of such event.

Notes

The fair values of our 2.25% convertible senior notes due 2029 (the "2029 Notes") and our 2.50% convertible senior notes due 2027 (the "2027 Notes) (collectively, the "Notes", see Note 9), which differ from their respective carrying values, are determined by prices for the Notes observed in market trading. The market for trading of the Notes is not considered to be an active market and therefore the estimate of fair value is based on Level 2 inputs. As of March 31, 2021, the estimated fair value of our 2029 Notes and 2027 Notes, which have aggregate face values of $747.5 million and $550.0 million, respectively, were $714.3 million and $874.5 million, respectively, based on their market prices on the last trading day for the period. As of December 31, 2020, the estimated fair value of the 2027 Notes was $997.9 million based on the market price on the last trading day for the period.

Term Loans

The fair value of our outstanding term loans (see Note 9) is estimated using the net present value of the payments, discounted at an interest rate that is consistent with a market interest rate, which is a Level 2 input. The estimated fair value of our outstanding term loans approximates the carrying amount, as the term loans bear a floating rate that approximates the market interest rate.

4. Cash Equivalents and Marketable Securities

We invest in certain money market funds classified as cash equivalents, which are collateralized by deposits in the form of U.S. treasury securities for an amount no less than 102% of their value. We do not record an asset or liability for the collateral as we do not intend to sell or re-pledge the collateral. The collateral has the prevailing credit rating of at least the U.S. government treasuries and agencies. We utilize a third-party custodian to manage the exchange of funds and ensure that collateral received is maintained at 102% of the value of the reverse repurchase agreements on a daily basis.

Cash equivalents and marketable securities classified as available-for-sale consisted of the following:

	March 31, 2021			
	Amortized Cost Basis	Unrealized Gains	Unrealized Losses	Estimated Fair Value
	(in thousands)			
Cash equivalents:				
Money market funds	$ 333,123	$ —	$ —	$ 333,123
Short-term marketable securities:				
U.S. treasury notes	45,123	38	—	45,161
Commercial paper	213,992	—	—	213,992
Corporate debt securities	113,415	14	(60)	113,369
Supranational debt securities	75,437	—	(17)	75,420
Total short-term marketable securities	447,967	52	(77)	447,942
Long-term marketable securities:				
U.S. treasury notes	60,820	15	—	60,835
Corporate debt securities	21,414	—	(47)	21,367
Total long-term marketable securities	82,234	15	(47)	82,202
Total cash equivalents and marketable securities	$ 863,324	$ 67	$ (124)	$ 863,267

	December 31, 2020			
	Amortized Cost Basis	Unrealized Gains	Unrealized Losses	Estimated Fair Value
	(in thousands)			
Cash equivalents:				
Money market funds	$ 266,437	$ —	$ —	$ 266,437
Short-term marketable securities:				
U.S. treasury bills	14,996	3	—	14,999
U.S. treasury notes	45,292	100	(1)	45,391
Commercial paper	144,851	—	—	144,851
Corporate debt securities	45,680	93	(3)	45,770
Total short-term marketable securities	250,819	196	(4)	251,011
Total cash equivalents and marketable securities	$ 517,256	$ 196	$ (4)	$ 517,448

There have been no significant realized gains or losses on available-for-sale securities for the periods presented. As of March 31, 2021, our short-term and long-term marketable securities have average contractual maturities of approximately six months and 16 months, respectively. We do not intend to sell our marketable securities and it is not more likely than not that we will be required to sell these securities before recovery of their amortized cost bases.

5. Eidos

From the date of BridgeBio's initial investment until June 22, 2018, the Eidos IPO closing date, Eidos was determined to be a VIE and BridgeBio consolidated Eidos as the primary beneficiary. Subsequent to the Eidos IPO, BridgeBio determined that Eidos was no longer a VIE due to it having sufficient equity at risk to finance its activities without additional subordinated financial support. From June 22, 2018 through January 26, 2021, BridgeBio determined that it held greater than 50% of the voting shares of Eidos and there were no other parties with substantive participating, liquidation or kick-out rights. BridgeBio consolidated Eidos under the VOE model until January 26, 2021, the date on which the Merger Transactions were consummated.

On August 2, 2019, Eidos filed a shelf registration statement on Form S-3 (the "2019 Shelf") with the SEC in relation to the registration of common stock, preferred stock, warrants and units of any combination thereof. Eidos also simultaneously entered into an Open Market Sale Agreement with Jefferies LLC and SVB Leerink LLC (collectively, the "Eidos Sales Agents"), to provide for the offering, issuance and sale by Eidos of up to an aggregate offering price of $100.0 million of its common stock from time to time in "at-the-market" offerings under the 2019 Shelf and subject to the limitations thereof (the "2019 Sales Agreement"). Eidos would pay to the applicable Eidos Sales Agent cash commissions of up to 3.0 percent of the gross proceeds of sales of common stock under the 2019 Sales Agreement. Eidos issued 448,755 shares under this offering and received $24.1 million of net proceeds in February 2020.

On October 5, 2020, we entered into an Agreement and Plan of Merger (the "Merger Agreement") with Eidos, Globe Merger Sub I, Inc. ("Merger Sub") and Globe Merger Sub II, Inc. (the two latter companies being our indirect wholly-owned subsidiaries), providing for, in a series of merger transactions (the "Merger Transactions"), the acquisition by us of all of the outstanding shares of common stock of Eidos (the "Eidos Common Stock") other than shares of Eidos Common Stock that (i) were owned by Eidos as treasury stock, (ii) were owned by us and our subsidiaries and, in each case, not owned on behalf of third parties and (iii) were subject to an Eidos Restricted Share Award (as defined below). Under the Merger Agreement, the stockholders of Eidos had the right to receive, at their election, either 1.85 shares of our common stock or $73.26 in cash per Eidos share in the transaction, subject to proration as necessary to ensure that the aggregate amount of cash consideration was no greater than $175.0 million. In addition, immediately prior to the effective time of the merger of Merger Sub with and into Eidos (the "Effective Time"), (i) each option to purchase Eidos Common Stock (an "Eidos Option") were to be converted into an option, on the same terms and conditions applicable to such Eidos Option immediately prior to the Effective Time, to purchase a specified number of shares of BridgeBio common stock, calculated pursuant to the terms of the Merger Agreement, and (ii) each outstanding award of shares of Eidos Common Stock that was subject to forfeiture conditions (subject to certain exceptions) (each, an "Eidos Restricted Share Award") was to be converted into an award, on the same terms and conditions applicable to such Eidos Restricted Share Award immediately prior to the Effective Time, covering a number of whole restricted shares of BridgeBio common stock, calculated pursuant to the terms of the Merger Agreement, with any fractional shares being paid out to the holder of such Eidos Restricted Share Award in cash (conversion of the Eidos Option and the Eidos Restricted Share Awards collectively referred to as the "Eidos Awards Exchange").

On January 19, 2021, the stockholders of each of BridgeBio and Eidos voted to approve all proposals related to the Merger Transactions and on January 26, 2021, we closed and completed the Merger Transactions. The acquisition of the Eidos Common Stock was settled through an aggregate consideration of $1,651.6 million, which was comprised of cash payments of $21.3 million and the issuance of approximately 26,156,446 shares of our common stock, with a total fair value of $1,630.3 million. We accounted for the purchase of the outstanding Eidos Common Stock as acquisition of noncontrolling interest in accordance with ASC 810, *Consolidation* ("ASC 810"). Under ASC 810, the carrying amount of the Eidos noncontrolling interest was adjusted to reflect the change in our ownership interest, and the difference between the fair value of the consideration paid, and the amount by which the noncontrolling interest was adjusted was recognized in equity. Such difference recognized in equity amounted to $(1,613.4) million and recorded within "Additional paid-in capital". We continued to recognize the assets and liabilities of Eidos at their respective historical values as of the closing date of the Merger Transactions.

Through the closing of the Merger Transactions, we have incurred transaction costs aggregating $70.7 million that were recorded in "Additional paid-in capital".

Upon closing and completion of the Merger Transactions with Eidos, Eidos became our wholly-owned subsidiary. Eidos' common stock ceased to trade on the Nasdaq Global Select Market prior to the opening of business on January 26, 2021 and Eidos' Certification and Notice of Termination of Registration under Section 12(g) of the Exchange Act was filed with the SEC on February 5, 2021.

6. Noncontrolling Interests

As of March 31, 2021 and December 31, 2020, we had both redeemable convertible noncontrolling interests and noncontrolling interests in consolidated partially-owned entities, for which BridgeBio has a majority voting interest under the VOE model and for which BridgeBio is the primary beneficiary under the VIE model. These balances are reported as separate components outside stockholders' equity (deficit) in "Redeemable convertible noncontrolling interests" and as part of stockholders' equity (deficit) in "Noncontrolling interests" in the condensed consolidated balance sheets.

We adjust the carrying value of noncontrolling interests to reflect the book value attributable to noncontrolling shareholders of consolidated partially-owned entities when there is a change in the ownership during the respective reporting period. During the three months ended March 31, 2021 and 2020, such adjustments in the aggregate amounts of $1.7 million and $11.6 million, respectively, are recorded to additional paid-in capital. All such adjustments are disclosed within the "Transfers from (to) noncontrolling interests" line item in the condensed consolidated statements of redeemable convertible noncontrolling interests and stockholders' equity (deficit).

As of December 31, 2020, the significant components of the noncontrolling interest balances pertained mainly to Eidos, which amounted to $40.2 million. Upon closing and completion of the Merger Transactions with Eidos on January 26, 2021 (see Note 5), the balance of the noncontrolling interest in Eidos was reduced to zero.

7. Equity Method and Other Investments in Equity Method Investees

LianBio

LianBio, a related party, is a clinical-stage biopharmaceutical company founded by Perceptive Advisors. LianBio is focused on sourcing the best opportunities and creating new therapeutic paradigms for first-in-class programs to bring the world's leading science to China and major Asian markets. In October 2019, BBP LLC entered into an exclusivity agreement with LianBio, pursuant to which BBP LLC received equity in LianBio representing a 10% ownership interest, valued at approximately $3.8 million at the time of the transaction. The equity interest was issued in consideration for certain rights of first negotiation and rights of first offer granted by BBP LLC to LianBio with respect to specified transactions covering intellectual property rights owned or controlled by BBP LLC or its affiliates in certain territories outside the United States. The amount of our 10% ownership interest was reduced to zero as of December 31, 2019 after recognizing our equity share in the net losses of LianBio for the year ended December 31, 2019. As of March 31, 2021 and December 31, 2020, our equity method investment in LianBio represented 6% of LianBio's fully-diluted equity. We continue to account for our investment in LianBio under the equity method as we have the right to appoint or remove one director to the board of directors of LianBio, and therefore have significant influence over LianBio. The carrying amount of the investment in LianBio in the condensed consolidated balance sheets represents our maximum loss exposure related to our investment in LianBio. There were no impairments related to the LianBio investment for the three months ended March 31, 2021 and 2020.

Pursuant to a License Agreement entered into in October 2019 between QED and LianBio, QED also received warrants which entitles QED to purchase 10% of the then-fully diluted shares of one of the subsidiaries of LianBio upon achievement of certain contingent development milestones (the "LianBio Warrants", see Note 3).

PellePharm

On November 19, 2018, PellePharm entered into the LEO Agreement, pursuant to which LEO Pharma ("LEO") was granted an exclusive, irrevocable option to acquire PellePharm. The LEO call option was exercisable by LEO on or before the occurrence of certain events relating to PellePharm's clinical development programs and no later than July 30, 2021. We accounted for the LEO call option as a current liability in our condensed consolidated financial statements because BridgeBio was obligated to sell its shares in PellePharm to LEO at a pre-determined price, if the option were to be exercised. We remeasured the LEO call option to fair value at each subsequent balance sheet date until the LEO call option either was exercised, terminated or had expired.

Prior to the LEO Agreement, BridgeBio consolidated PellePharm under the VIE model. The date the LEO Agreement was entered into was determined to be a VIE reconsideration event. Based on our assessment, we had concluded that PellePharm remained a VIE after the reconsideration event as it did not have sufficient equity at risk to finance its activities without additional subordinated financial support. However, based on the then changes to PellePharm's governance structure and Board of Directors composition as a result of the LEO Agreement, BridgeBio was no longer the primary beneficiary as it no longer had the power over the key decisions that most significantly impact PellePharm's economic performance. Accordingly, BridgeBio deconsolidated PellePharm on November 19, 2018. After the deconsolidation in November 2018, PellePharm is considered a related party of BridgeBio.

Subsequent to the deconsolidation of PellePharm in 2018, we accounted for our retained common stock investment as an equity method investment and our retained preferred stock investment as a cost method investment. We account for the investment in PellePharm preferred stock as an equity security without a readily determinable fair value. As of each of March 31, 2021 and December 31, 2020, the aggregate carrying amount of our investments in PellePharm was zero. After the equity method investment was reduced to zero during the three months ended March 31, 2019, BridgeBio has subsequently recorded its percentage of net losses consistent with its preferred stock ownership percentage of 61.9% until the equity security investment was also reduced to zero during the remaining period of 2019. The carrying amount of BridgeBio's investment in PellePharm in the condensed consolidated balance sheets represents its maximum loss exposure related to its VIE investment in PellePharm. There were no impairments related to our PellePharm investment for the three months ended March 31, 2021 and 2020.

On March 30, 2021, LEO provided a notice of termination of the LEO call option effective April 15, 2021. We have also decided to not provide further financial support to PellePharm upon the effective date of the termination of LEO call option.

8. Commitments and Contingencies

Milestone Compensation Arrangements

We have performance-based milestone compensation arrangements with certain employees and consultants, whose vesting is contingent upon meeting various regulatory and development milestones, with fixed monetary amounts known at inception that can be settled in the form of cash or equity as shown in the table below, upon achievement of each contingent milestone. We accrue such contingent compensation when the related milestone is probable of achievement and record in "Accrued compensation and benefits" for the current portion and in "Other liabilities" for the noncurrent portion in the condensed consolidated balance sheets. The table below shows our commitment for the potential milestone amounts of up to $266.1 million and the accruals as of March 31, 2021 for milestones deemed probable of achievement.

Settlement Type	Fixed Monetary Amount	Accrued Amount (1)
	(in thousands)	
Cash	$ 13,067	$ 398
Stock (2)	160,234	17,305
Cash or stock at our sole discretion	92,818	2,834
Total	$ 266,119	$ 20,537

(1) Amount recorded for performance-based milestone awards that are probable of achievement.

(2) Includes the performance-based milestone awards that were granted as part of the Exchange Program further discussed in Note 13.

We have recognized stock-based compensation expense of $7.7 million for the three months ended March 31, 2021 to be settled in equity, which primarily relate to the Exchange Program. We have recognized stock-based compensation expense of $2.2 million for the three months ended March 31, 2021 to be settled in either cash or equity at our sole election.

There was no compensation expense recognized for performance milestones assessed to be not probable of achievement.

Other Research and Development Agreements

We may also enter into contracts in the normal course of business with clinical research organizations for clinical trials, with contract manufacturing organizations for clinical supplies and with other vendors for preclinical studies, supplies and other services and products for operating purposes. These contracts generally provide for termination on notice with potential termination charges. As of March 31, 2021 and December 31, 2020, there were no amounts accrued related to termination charges.

Indemnification

In the ordinary course of business, we may provide indemnifications of varying scope and terms to vendors, lessors, business partners, board members, officers and other parties with respect to certain matters, including, but not limited to, losses arising out of

breach of such agreements, services to be provided by us, our negligence or willful misconduct, violations of law, or intellectual property infringement claims made by third parties. In addition, we have entered into indemnification agreements with directors and certain officers and employees that will require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors, officers or employees. No material demands have been made upon us to provide indemnification under such agreements, and thus, there are no claims that we are aware of that could have a material effect on our condensed consolidated balance sheets, statements of operations and comprehensive loss, or statements of cash flows.

We also maintain director and officer insurance, which may cover certain liabilities arising from our obligation to indemnify our directors. To date, we have not incurred any material costs and have not accrued any liabilities in the condensed consolidated financial statements as a result of these provisions.

Contingencies

From time to time, we may become involved in legal proceedings arising in the ordinary course of business. We are not currently a party to any material legal proceedings.

9. Debt

Notes

2029 Notes

On January 28, 2021, we issued an aggregate of $717.5 million principal amount of our 2029 Notes, pursuant to an Indenture dated January 28, 2021 (the "2029 Notes Indenture"), between us and U.S. Bank National Association, as trustee (the "2029 Notes Trustee"), in a private offering to qualified institutional buyers (the "2021 Note Offering") pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"). The 2029 Notes issued in the 2021 Note Offering include $67.5 million aggregate principal amount of 2029 Notes sold to the initial purchasers (the "2029 Notes Initial Purchasers") pursuant to the exercise in part of the 2029 Notes Initial Purchasers' option to purchase $97.5 million principal amount of additional 2029 Notes. On January 28, 2021, the 2029 Notes Initial Purchasers exercised the remaining portion of their option to purchase $30.0 million principal amount of additional 2029 Notes. The sale of those additional 2029 Notes closed on February 2, 2021.

The 2029 Notes will accrue interest payable semiannually in arrears on February 1 and August 1 of each year, beginning on August 1, 2021, at a rate of 2.25% per year. The 2029 Notes will mature on February 1, 2029, unless earlier converted, redeemed or repurchased. The 2029 Notes are convertible into cash, shares of BridgeBio's common stock or a combination of cash and shares of BridgeBio's common stock, at our election.

We received net proceeds from the 2021 Note Offering of approximately $731.4 million, after deducting the 2029 Notes Initial Purchasers' discount (there were no direct offering expenses borne by us for the 2029 Notes). We used approximately $61.3 million of the net proceeds from the 2021 Note Offering to pay for the cost of the 2021 Capped Call Transactions described below and approximately $50.0 million to pay for the repurchase of shares of BridgeBio common stock described below. We intend to use the remainder of the net proceeds from the 2021 Note Offering for general corporate purposes, which may include research and development and clinical development costs to support the advancement of our drug candidates, including the continued growth of our commercial and medical affairs capabilities, the conduct of clinical trials and preclinical research and development activities; working capital; capital expenditures; repayment of outstanding indebtedness; general and administrative expenses; and other general corporate purposes.

A holder of 2029 Notes may convert all or any portion of its 2029 Notes at its option at any time prior to the close of business on the business day immediately preceding November 1, 2028 in multiples of $1,000 only under the following circumstances:

- During any calendar quarter commencing after the calendar quarter ending on June 30, 2021 (and only during such calendar quarter), if the last reported sale price of BridgeBio's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- During the five business day period after any five consecutive trading day period (the "measurement period") in which the "trading price" (as defined in the 2029 Notes Indenture) per $1,000 principal amount of 2029 Notes for each trading day

of the measurement period was less than 98% of the product of the last reported sale price of BridgeBio's common stock and the conversion rate on each such trading day;

- If we call such notes for redemption, at any time prior to the close of business on the second business day immediately preceding the redemption date; or
- Upon the occurrence of specified corporate events, as defined in the 2029 Notes Indenture.

On or after November 1, 2028 until the close of business on the second scheduled trading day immediately preceding the maturity date, a holder may convert all or any portion of its 2029 Notes at any time, regardless of the foregoing.

The conversion rate will initially be 10.3050 shares of BridgeBio's common stock per $1,000 principal amount of 2029 Notes (equivalent to an initial conversion price of approximately $97.04 per share of BridgeBio's common stock, for a total of approximately 7,702,988 shares).

The conversion rate is subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date or if we deliver a notice of redemption, we will, in certain circumstances, increase the conversion rate for a holder who elects to convert its 2029 Notes in connection with such a corporate event. The maximum number of shares issuable should there be an increase in the conversion rate is 11,361,851 shares of BridgeBio's common stock.

We may not redeem the 2029 Notes prior to February 6, 2026. We may redeem for cash all or any portion of the 2029 Notes, at our option, on a redemption date occurring on or after February 6, 2026 and on or before the 41st scheduled trading day immediately before the maturity date, under certain circumstances. No sinking fund is provided for the Notes. If we undergo a fundamental change (as defined in the 2029 Notes Indenture), holders may require us to repurchase for cash all or any portion of their 2029 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2029 Notes to be repurchased, plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date. The 2029 Notes Indenture contains customary terms and covenants, including that upon certain events of default occurring and continuing, either the 2029 Notes Trustee or the holders of not less than 25% in aggregate principal amount of the 2029 Notes then outstanding may declare the entire principal amount of all the Notes plus accrued special interest, if any, to be immediately due and payable. The 2029 Notes are our general unsecured obligations and rank senior in right of payment to all of our indebtedness that is expressly subordinated in right of payment to the 2029 Notes; equal in right of payment with all of our liabilities that are not so subordinated, including our 2027 Notes; effectively junior to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries.

In connection with the issuance of the 2029 Notes, we incurred approximately $16.1 million of debt issuance costs, which consisted of initial purchasers' discounts. This was recorded as a reduction in the carrying value of the debt on the condensed consolidated balance sheet and is amortized to interest expense using the effective interest method over the expected life of the 2029 Notes or approximately their eight-year term.

2027 Notes

On March 9, 2020, we issued an aggregate principal amount of $550.0 million of our 2.50% Convertible Senior Notes due 2027 (the "2027 Notes"), pursuant to an Indenture dated March 9, 2020 (the "2027 Notes Indenture"), between us and U.S. Bank National Association, as trustee (the "2027 Notes Trustee"), in a private offering to qualified institutional buyers (the "2020 Note Offering") pursuant to Rule 144A under the Securities Act. The 2027 Notes issued in the 2020 Note Offering include $75.0 million in aggregate principal amount of 2027 Notes sold to the initial purchasers (the "2027 Notes Initial Purchasers") resulting from the exercise in full of their option to purchase additional 2027 Notes.

The 2027 Notes will accrue interest payable semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2020, at a rate of 2.50% per year. The 2027 Notes will mature on March 15, 2027, unless earlier converted or repurchased. The 2027 Notes are convertible into cash, shares of BridgeBio's common stock or a combination of cash and shares of BridgeBio's common stock, at our election.

We received net proceeds from the 2020 Note Offering of approximately $537.0 million, after deducting the 2027 Notes Initial Purchasers' discount and offering expenses. We used approximately $49.3 million of the net proceeds from the 2020 Note Offering to

pay for the cost of the 2020 Capped Call Transactions described below, and approximately $75.0 million to pay for the repurchase of shares of BridgeBio common stock described below. We intend to use the remainder of the net proceeds from the 2020 Note Offering for working capital and other general corporate purposes, including for its commercial organization and launch preparations. We may also use any remaining net proceeds to fund possible acquisitions of, or investments in, complementary businesses, products, services and technologies.

A holder of 2027 Notes may convert all or any portion of its 2027 Notes at its option at any time prior to the close of business on the business day immediately preceding December 15, 2026 in multiples of $1,000 only under the following circumstances:

- During any calendar quarter commencing after the calendar quarter ending on June 30, 2020 (and only during such calendar quarter), if the last reported sale price of BridgeBio's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day (the "Conversion Price Condition");
- During the five business day period after any five consecutive trading day period (the "measurement period") in which the "trading price" (as defined in the 2027 Notes Indenture) per $1,000 principal amount of 2027 Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of BridgeBio's common stock and the conversion rate on each such trading day (the "Conversion Rate Condition"); or
- Upon the occurrence of specified corporate events, as defined in the 2027 Notes Indenture.

On or after December 15, 2026 until the close of business on the second scheduled trading day immediately preceding the maturity date, a holder may convert all or any portion of its 2027 Notes at any time, regardless of the foregoing.

During the three months ended March 31, 2021, the 2027 Notes were eligible for conversion at the option of the holders as the Conversion Price Condition was met during the period.

The conversion rate will initially be 23.4151 shares of BridgeBio's common stock per $1,000 principal amount of 2027 Notes (equivalent to an initial conversion price of approximately $42.71 per share of BridgeBio's common stock, for a total of approximately 12,878,305 shares). Based on the closing price of our common stock on March 31, 2021, the if-converted value of the 2027 Notes exceeded its principal amount by approximately $243.3 million.

The conversion rate is subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date, we will, in certain circumstances, increase the conversion rate for a holder who elects to convert its 2027 Notes in connection with such a corporate event. The maximum number of shares issuable should there be an increase in the conversion rate is 17,707,635 shares of BridgeBio's common stock.

We may not redeem the 2027 Notes prior to the maturity date, and no sinking fund is provided for the 2027 Notes. If we undergo a fundamental change (as defined in the 2027 Notes Indenture), holders may require us to repurchase for cash all or any portion of their 2027 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2027 Notes to be repurchased, plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date. The 2027 Notes Indenture contains customary terms and covenants, including that upon certain events of default occurring and continuing, either the 2027 Notes Trustee or the holders of not less than 25% in aggregate principal amount of the 2027 Notes then outstanding may declare the entire principal amount of all the 2027 Notes plus accrued special interest, if any, to be immediately due and payable. The 2027 Notes are our general unsecured obligations and rank senior in right of payment to all of our indebtedness that is expressly subordinated in right of payment to the 2027 Notes; equal in right of payment with all of BridgeBio's liabilities that are not so subordinated, including our 2029 Notes; effectively junior to any of BridgeBio's secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries.

In accounting for the issuance of the 2027 Notes in 2020 under ASC 470-20, we separately accounted for the liability and equity components of the 2027 Notes by allocating the proceeds between the liability component and the embedded conversion options, or equity component, due to our ability to settle the 2027 Notes in cash, BridgeBio common stock, or a combination of cash and BridgeBio common stock at our option. The carrying amount of the liability component was calculated by measuring the fair value of a similar liability that does not have an associated convertible feature. The allocation was performed in a manner that reflected BridgeBio's non-convertible debt borrowing rate for similar debt. The equity component of the 2027 Notes was recognized as a debt discount and represents the difference between the gross proceeds from the issuance of the 2027 Notes and the fair value of the liability of the 2027 Notes on the date of issuance. The equity component would not be remeasured as long as it continues to meet the conditions for equity classification.

In connection with the issuance of the 2027 Notes, we incurred approximately $13.0 million of debt issuance costs, which primarily consisted of initial purchasers' discounts and legal and other professional fees. We allocated these costs to the liability and equity components based on the allocation of the proceeds. The portion of these costs allocated to the equity component totaling approximately $4.1 million was recorded as a reduction to additional paid-in capital in 2020. The portion of these costs allocated to the liability component totaling approximately $8.9 million was recorded as a reduction in the carrying value of the debt on the condensed consolidated balance sheet and was amortized to interest expense using the effective interest method over the expected life of the 2027 Notes or approximately their seven-year term.

As discussed in Note 2, effective January 1, 2021, we early adopted ASU 2020-06 using the modified retrospective method and, as a result, we are no longer required to separately account for the liability and equity components of the 2027 Notes, and, instead, account for our 2027 Notes wholly as debt. Comparative information with respect to our 2027 Notes disclosed below continues to be presented in accordance with the pre-ASU 2020-06 guidance under ASC 470-20.

Additional Information Related to the Notes

The outstanding Notes' balances consisted of the following:

	March 31, 2021		December 31, 2020
	2029 Notes	2027 Notes	2027 Notes
		(in thousands)	
Liability component			
Principal	$ 747,500	$ 550,000	$ 550,000
Unamortized debt discount	(15,753)	(10,745)	(158,404)
Unamortized debt issuance costs	—	(565)	(8,160)
Net carrying amount	$ 731,747	$ 538,690	$ 383,436
Equity component, net of issuance costs	$ —	$ —	$ 169,173

The following table sets forth the total interest expense recognized and effective interest rates related to the Notes:

	Three Months Ended March 31, 2021		Three Months Ended March 31, 2020
	2029 Notes	2027 Notes	2027 Notes
		(in thousands)	
Contractual interest expense	$ 2,943	$ 3,438	$ 879
Amortization of debt discount	311	386	1,079
Amortization of debt issuance costs	—	23	56
Total interest and amortization expense	$ 3,254	$ 3,847	$ 2,014
Effective interest rate	2.6%	2.8%	8.8%

Future minimum payments under the Notes as of March 31, 2021 are as follows:

	2029 Notes	2027 Notes
	(in thousands)	
Remainder of 2021	$ 8,550	$ 6,875
Year ending December 31:		
2022	16,819	13,750
2023	16,819	13,750
2024	16,819	13,750
2025	16,819	13,750
Thereafter	806,366	570,625
Total future payments	882,192	632,500
Less amounts representing interest	(134,692)	(82,500)
Total principal amount	$ 747,500	$ 550,000

Capped Call and Share Repurchase Transactions with Respect to the Notes

On January 25, 2021 and March 4, 2020, concurrently with the pricing of the 2029 Notes and 2027 Notes, respectively, we entered into separate privately negotiated capped call transactions (the "2021 Capped Call Transactions" and the "2020 Capped Call Transactions", respectively, together the "Capped Call Transactions") with certain financial institutions (the "Capped Call Counterparties"). We used approximately $61.3 million and $49.3 million of the net proceeds from the 2021 Note Offering and 2020 Note Offering, respectively, to pay for the cost of the respective Capped Call Transactions. The Capped Call Transactions are expected generally to reduce the potential dilution to BridgeBio's common stock upon any conversion of Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted Notes, as the case may be, with such reduction and/or offset subject to a cap initially equal to $131.58 for the 2021 Capped Call Transactions and $62.12 for the 2020 Capped Call Transactions (both of which represented a premium of 100% over the last reported sale price of BridgeBio's common stock on the date of the Capped Call Transactions) and are subject to certain adjustments under the terms of the Capped Call Transactions. The 2021 Capped Calls and 2020 Capped Calls cover 7,702,988 shares and 12,878,305 shares, respectively, of our common stock (subject to anti-dilution and certain other adjustments), which are the same number of shares of common stock that initially underlie the Notes. The 2021 Capped Calls have an initial strike price of approximately $97.04 per share, which corresponds to the initial conversion price of the 2029 Notes. The 2020 Capped Calls have an initial strike price of approximately $42.71 per share, which corresponds to the initial conversion price of the 2027 Notes. The Capped Call Transactions are separate transactions, entered into by us with the Capped Call Counterparties, and are not part of the terms of the Notes.

These Capped Call instruments meet the conditions outlined in ASC 815-40 to be classified in stockholders' equity and are not subsequently remeasured as long as the conditions for equity classification continue to be met. We recorded a reduction to additional paid-in capital of approximately $61.3 million and $49.3 million during the three months ended March 31, 2021 and 2020, respectively, related to the premium payments for the Capped Call Transactions.

Additionally, we used approximately $50.0 million and $75.0 million of the net proceeds from the 2021 Note Offering and 2020 Note Offering to repurchase 759,993 shares and 2,414,681 shares, respectively, of our common stock concurrently with the closing of the Note Offerings from certain of the Notes' Initial Purchasers in privately negotiated transactions. The agreed purchase price per share of common stock in the repurchases were $65.79 and $31.06, which were the last reported sale prices per share of our common stock on The Nasdaq Global Select Market ("Nasdaq") on January 25, 2021 and March 4, 2020, respectively. The shares repurchased were recorded as treasury stock.

Term Loans

Hercules Loan and Security Agreement

We have a Loan and Security Agreement with Hercules Capital, Inc. ("Hercules") under which we borrowed principal amounts of $35.0 million ("Tranche I"), $20.0 million ("Tranche II") and $20.0 million ("Tranche III"), all of which remain outstanding. The Loan and Security Agreement has been amended from time to time. Prior to the Fourth Amendment to the Loan and Security Agreement (the "Amended Hercules Term Loan") described below, the interest rate for the Hercules Term Loan was established as follows: (1) Tranche I bears interest at a floating rate equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 3.85% and (ii) 8.85%, payable monthly; (2) Tranche II bears interest at a floating rate equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 2.85% and (ii) 8.60%, payable monthly; and (3) Tranche III bears interest at a floating rate equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 3.10% and (ii) 9.10%, payable monthly.

In March 2020, we executed the Third Amendment to the Loan and Security Agreement primarily to allow us to issue our 2027 Notes and to enter into the Capped Call and Share Repurchase Transactions.

In April 2020, we entered into the Amended Hercules Term Loan, which among other things,

(1) extended the interest-only period under the Loan and Security Agreement to July 1, 2022 (the "Amended Amortization Date") which may be further extended to January 1, 2023 and July 1, 2023, in each case, subject to certain conditions set forth in the Amended Hercules Term Loan,

(2) extended the maturity date for the term loans under the Loan and Security Agreement to November 1, 2023, which may be further extended to May 1, 2024, subject to certain conditions set forth in the Amended Hercules Term Loan,

(3) provided for an interest rate on the Tranche I equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 3.85% and (y) 8.75% (8.75% as of March 31, 2021), payable monthly,

(4) provided for an interest rate on the Tranche II equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 2.85% and (y) 8.60% (8.60% as of March 31, 2021), payable monthly,

(5) provided for an interest rate on the Tranche III equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 3.10% and (y) 8.85% (8.85% as of March 31, 2021), payable monthly, and

(6) provided for, subject to Hercules' approval in its sole and absolute discretion, an additional increase in available loan facilities aggregating to $125.0 million.

The Amended Hercules Term Loan also provides us with more flexibility to consummate acquisitions and investments, incur additional debt, dispose of assets and repurchase and/or redeem stock, each subject to certain conditions set forth in the Amended Hercules Term Loan. There were no gains or losses arising from the amendment, which is considered a debt modification.

There have not been any additional draws on the $125.0 million additional available facilities as of March 31, 2021.

In January 2021, we executed the Fifth Amendment to the Loan and Security Agreement primarily to allow us to issue our 2029 Notes and to enter into the related 2021 Capped Call and share repurchase transactions.

During the three months ended March 31, 2021 and 2020, we recognized interest expense related to the Hercules Term Loan of $2.0 million and $1.5 million, respectively, of which $0.3 million and $0.4 million, respectively, relate to amortization of debt discount and issuance costs.

As discussed in Note 16, on April 13, 2021, we executed the Sixth Amendment to the Loan and Security Agreement.

Silicon Valley Bank and Hercules Loan Agreement

Eidos entered into a Loan and Security Agreement with Silicon Valley Bank ("SVB") and Hercules Capital, Inc. (the "SVB and Hercules Loan Agreement"), under which Eidos borrowed a principal amount of $17.5 million (the "Tranche A loan") in November 2019. The Tranche A loan bears interest at a fixed rate equal to the greater of either (i) 8.50% or (ii) 3.25% plus the prime rate as reported in The Wall Street Journal (8.50% as of March 31, 2021). The Tranche A loan repayment schedule provides for interest only

payments until November 1, 2021, followed by consecutive equal monthly payments of principal and interest commencing on this date continuing through the maturity date of October 2, 2023.

The Tranche A loan also provides for a final payment charge equal to 5.95% multiplied by the amount funded to be paid when the loan becomes due or upon prepayment of the facility. If Eidos elects to prepay the Tranche A loan, there is also a prepayment fee of between 0.75% and 2.50% of the principal amount being prepaid depending on the timing and circumstances of prepayment. The Tranche A loan is secured by substantially all of Eidos' assets, except Eidos' intellectual property, which is the subject of a negative pledge.

In January 2021, Eidos entered into an amendment to the SVB and Hercules Loan Agreement primarily to allow Eidos to enter into the Merger Transactions. The amendment also requires Eidos to maintain a certain amount of cash and cash equivalents with SVB.

As of March 31, 2021, the net carrying value of the Tranche A loan is $17.2 million. As of March 31, 2021, there are unamortized debt discounts of $1.4 million. Eidos recorded interest expense and amortization of the debt discount in the amount of $0.6 million and $0.5 million on the Tranche A loan for the three months ended March 31, 2021 and 2020, respectively.

The Tranche A loan was prepaid in full in April 2021 (see Note 16).

10. License and Collaboration Agreement with Helsinn

On March 29, 2021, QED entered into a license and collaboration agreement with Helsinn Healthcare S.A. ("HHC") and Helsinn Therapeutics (U.S.), Inc. ("HTU", collectively with HHC, "Helsinn," and together with QED, the "Parties") (the "QED-Helsinn License and Collaboration Agreement"), pursuant to which QED has agreed to grant HHC exclusive rights to develop, manufacture and commercialize QED's product candidate, infigratinib, in oncology and all other indications except achondroplasia or any other skeletal dysplasias, worldwide, except for the People's Republic of China, Hong Kong and Macau ("Greater China"), and under which QED will receive a co-exclusive license to co-commercialize infigratinib in the United States in the licensed indications. The effectiveness of the transactions contemplated under the QED-Helsinn License and Collaboration Agreement was subject to specified conditions, including the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). The waiting period under the HSR Act ended on April 16, 2021 and the QED-Helsinn License and Collaboration Agreement became effective as of that date. In view of this, the contractual term for accounting purposes has not commenced as of March 31, 2021.

Under the terms of the QED-Helsinn License and Collaboration Agreement, QED is eligible to receive payments totaling up to approximately $2.45 billion in the aggregate, including over $100.0 million in upfront, regulatory and launch milestone payments, and the remainder subject to the achievement of specified commercial milestones, as well as tiered royalties in the high teens as a percentage of adjusted net sales by Helsinn of the licensed products sold worldwide, outside of the United States and Greater China. Subject to approval by the U.S. Food and Drug Administration, QED and HTU will co-commercialize infigratinib in the licensed indications in the United States and will share profits and losses on a 50:50 basis. QED and Helsinn will share global development costs for infigratinib in the licensed indications at a rate of 40% for QED and 60% for Helsinn.

11. Leases

Operating and Finance Leases

We have operating leases for our corporate headquarters, office spaces and a laboratory facility. One of our office space leases has a finance lease component representing lessor provided furniture and office equipment.

Certain leases include renewal options at our discretion and we include the extension options when we are reasonably certain that the extension option will be exercised. The lease liabilities were measured using a weighted-average discount rate based on the most recent borrowing rate as of the calculation of the respective lease liability, adjusted for the remaining lease term and aggregate amount of the lease.

The components of lease cost are as follows:

	Three Months Ended March 31,	
	2021	2020
	(in thousands)	
Straight line operating lease costs	$ 1,365	$ 694
Finance lease costs		
Straight line finance lease costs	29	—
Interest on finance lease liability	28	—
Variable lease costs	751	159
Total lease cost	$ 2,173	$ 853

Supplemental cash flow information related to leases are as follows:

	Three Months Ended March 31,	
	2021	2020
	(in thousands)	
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	$ 1,470	$ 730
Operating cash flows for finance lease — cash paid for interest	36	—
Operating lease right-of-use assets obtained in exchange for operating lease obligations	133	9,395

Supplemental information related to the remaining lease term and discount rate are as follows:

	March 31,	
	2021	2020
Weighted-average remaining lease term (in years)		
Operating leases	5.1	6.1
Finance lease	4.8	—
Weighted-average discount rate		
Operating leases	6.27%	6.22%
Finance lease	6.62%	—

As of March 31, 2021, future minimum lease payments for our noncancelable leases are as follows:

	Operating Leases	Finance Lease
	(in thousands)	
Remainder of 2021	$ 3,536	$ 202
Year ending December 31:		
2022	4,344	420
2023	3,488	432
2024	3,282	445
2025	3,487	459
Thereafter	2,622	38
Total future minimum lease payments	20,759	1,996
Imputed interest	(3,090)	(302)
Total	$ 17,669	$ 1,694
Reported as of March 31, 2021		
Operating lease liabilities, current portion	$ 3,807	
Operating lease liabilities, net of current portion	13,862	
Total operating lease liabilities	$ 17,669	
Finance lease liability, current portion — Included in "Other accrued liabilities"		$ 200
Finance lease liability, net of current portion — Included in "Other liabilities"		1,494
Total finance lease liability		$ 1,694

We recognized an impairment loss for certain of our asset groups estimated using discounted cash flow model (income approach) during the three months ended March 31, 2021 of $3.3 million, which is included in general and administrative expenses in our condensed consolidated statement of operations for the said period. The impairment loss recorded includes $2.6 million related to operating lease right-of-use assets and $0.7 million related to property and equipment namely leasehold improvements and office furniture and equipment that we no longer use.

As of March 31, 2021, we have an operating lease for a facility that has not yet commenced, since we have not obtained the right to control the asset while the lessor performs the construction of necessary improvements, with aggregated undiscounted future payments of $5.7 million. This operating lease, which has a lease term of 12 years, is estimated to commence in the middle of fiscal year 2021 and has not yet been reflected in the consolidated balance sheet as of March 31, 2021 and the tables above.

Manufacturing Agreement

In December 2019, we entered into a manufacturing agreement to secure clinical and commercial scale manufacturing capacity for the manufacture of batches of active pharmaceutical ingredients for product candidates of certain subsidiaries of BridgeBio. Unless terminated as allowed within the manufacturing agreement, the agreement will expire five years from when qualified operations begin. Under the terms of the agreement, we are assigned a dedicated manufacturing suite for certain months in each calendar year for a one-time fee of $10.0 million, which will be applied to the buildout, commissioning, qualification, validation, equipping and exclusive use of the dedicated manufacturing suite.

We recorded a construction-in-progress asset of $10.0 million for the payments directly associated with the dedicated manufacturing suite as these payments are deemed to represent a non-lease component. The construction and readiness determination phases of the dedicated manufacturing suite is expected to be completed in 2021. The remaining $4.0 million payable related to the dedicated manufacturing suite is recorded as part of "Other accrued liabilities" as of March 31, 2021.

12. 2020 Shelf Registration

On July 7, 2020, we filed a shelf registration statement on Form S-3 (the "2020 Shelf") with the SEC in relation to the registration of common stock, preferred stock, debt securities, warrants and units or any combination thereof. We also simultaneously entered into an Open Market Sale Agreement with Jefferies LLC and SVB Leerink LLC (collectively, the "Sales Agents"), to provide for the offering, issuance and sale by us of up to an aggregate of $350.0 million of our common stock from time to time in "at-the-market" offerings under the 2020 Shelf and subject to the limitations thereof (the "2020 Sales Agreement"). We will pay to the applicable Sales Agents cash commissions of up to 3.0% of the gross proceeds of sales of common stock under the 2020 Sales Agreement. We have not issued any shares or received any proceeds from this offering as of March 31, 2021.

13. Stock-Based Compensation

Under each of the legal entity's equity plans, we recorded stock-based compensation in the following expense categories in our condensed consolidated statements of operations for employees and non-employees:

	Three Months Ended March 31, 2021		
	BridgeBio Equity Plan	Other Subsidiaries Equity Plan	Total
	(in thousands)		
Research and development	$ 21,300	$ 1,149	$ 22,449
General and administrative	9,731	2,716	12,447
Total stock-based compensation	$ 31,031	$ 3,865	$ 34,896

	Three Months Ended March 31, 2020			
	BridgeBio Equity Plan	Eidos Equity Plan	Other Subsidiaries Equity Plan	Total
	(in thousands)			
Research and development	$ 603	$ 915	$ 122	$ 1,640
General and administrative	7,460	1,012	110	8,582
Total stock-based compensation	$ 8,063	$ 1,927	$ 232	$ 10,222

Under the BridgeBio Equity Plan, we have recorded $1.3 million of stock-based compensation expense for the three months ended March 31, 2021 for performance-based milestone awards that were achieved during the period and were settled in cash.

Equity-Based Awards of BridgeBio

As of March 31, 2021, 8,671,357 shares and 172,168 shares were reserved for future issuances under our 2019 Amended and Restated Stock Option and Incentive Plan (the "2019 A&R Plan") and the 2019 Inducement Equity Plan (the "2019 Inducement Plan"), respectively. Pursuant to the Merger Transactions, we also reserved 2,802,644 shares specifically under the Eidos Award Exchange (the "Eidos Award Exchange Plan"), all of which were issued upon execution of the Eidos Award Exchange as discussed below. The 2019 A&R Plan, the 2019 Inducement Plan and the Eidos Award Exchange Plan are collectively referred herein as the "Plans".

2020 Stock and Equity Award Exchange Program (Exchange Program)

On April 22, 2020, we completed our 2020 Stock and Equity Award Exchange Program (the "Exchange Program") for certain subsidiaries, which was an opportunity for eligible controlled entities' employees and consultants to exchange their subsidiary equity (including common stock, vested and unvested stock options and restricted stock awards (RSAs)) for BridgeBio equity (including common stock, vested and unvested stock options and RSAs) and/or performance-based milestone awards tied to the achievement of certain development and regulatory milestones. The Exchange Program aligns our incentive compensation structure for employees and consultants across the BridgeBio group of companies to be consistent with the achievement of our overall corporate goals. In connection with the Exchange Program, we issued awards of BridgeBio equity under the 2019 A&R Plan to 149 grantees covering 554,064 shares of common stock, 1,268,110 stock options to purchase common stock, 50,145 shares of RSAs and 22,611 shares of performance-based RSAs. The exchange also included performance-based milestone awards of up to $183.4 million to be settled in shares of BridgeBio's common stock in the future upon achievement of the milestones (collectively the "New Awards"). In consideration for all the subsidiaries' shares tendered, BridgeBio increased its ownership in controlled entities included in the Exchange Program and the corresponding noncontrolling interest decreased.

On November 18, 2020, we completed a stock and equity award under our Exchange Program for a subsidiary. We issued awards of BridgeBio equity under the 2019 A&R Plan to 16 grantees covering 24,924 shares of common stock, 70,436 stock options to purchase common stock, and 10,772 shares of performance-based stock options to purchase common stock. The exchange also included performance-based milestone awards of up to $11.7 million to be settled in shares of BridgeBio's common stock in the future upon achievement of the milestones.

We evaluated the exchange of the controlled entities' outstanding common stock and equity awards for BridgeBio awards as a modification under ASC 718, *Share Based Payments*. Under ASC 718, a modification is a change in the terms or conditions of a stock-based compensation award. In assessing the accounting treatment, we consider the fair value, vesting conditions and classification as an equity or liability award of the controlled entity equity before the exchange, compared to the BridgeBio equity received as part of the exchange to determine whether modification accounting must be applied. When applying modification accounting, we considered the type of modification to determine the appropriate stock-based compensation cost to be recognized on April 22 and November 18, 2020, (each the "Modification Date"), and subsequent to the Modification Date.

We considered the total shares of common stock and equity awards, whether vested or unvested, held by each participant in each controlled entity as the unit of account. The controlled entity's common stock and equity awards in each unit of account was exchanged for a combination of BridgeBio's common stock, time-based vesting equity awards and/or performance-based milestone awards. Other than the exchange of the controlled entity equity awards for performance-based milestone awards, all other exchanged BridgeBio equity awards retained the original vesting conditions. As a result, there was no incremental stock-based compensation expense resulting from the exchange of time-based equity awards.

At the completion of the Exchange Program, we determined $17.4 million of the performance-based milestone awards is probable of achievement and represented the incremental stock-based compensation cost resulting from the modification of time-based equity awards to performance-based milestone awards. These performance-based milestone awards were to be recognized over a period ranging from 0.7 year to 1.7 years. There was no incremental stock-based compensation cost arising from the completion of the Exchange Program on November 18, 2020. Under ASC 718, we account for such performance-based milestone awards as a liability in "Accrued compensation and benefits" and in "Other liabilities" in the condensed consolidated balance sheet due to the fixed milestone amount that will be converted into a variable number of shares of BridgeBio common stock to be granted upon the achievement date.

For the three months ended March 31, 2021, we recognized $7.7 million of stock-based compensation cost associated with performance-based milestone awards that were determined to be probable as of March 31, 2021. We have recognized stock-based compensation expense of $6.7 million for the three months ended March 31, 2021 for performance-based milestone awards that were achieved during the period and settled with 97,561 restricted stock awards due to achievement of certain regulatory milestones that were completed during the three months ended March 31, 2021. There were no such compensation awards in the comparative period in 2020.

Stock Option Grants of BridgeBio

The following table summarizes BridgeBio's stock option activity under the Plans for the three months ended March 31, 2021:

	Options Outstanding	Weighted-Average Exercise Price per Option	Weighted-Average Remaining Contractual Life (years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2020	6,778,112	$ 23.83	8.8	320,473
Outstanding as of December 31, 2020 — Exchange Program	854,849	$ 2.22	8.2	58,891
Granted	515,634	$ 68.87		
Granted — Eidos Awards Exchange	2,776,672	$ 16.33		
Exercised	(155,531)	$ 20.51		
Exercised — Eidos Awards Exchange	(240,357)	$ 14.09		
Exercised — Exchange Program	(203,430)	$ 1.31		
Cancelled	(15,979)	$ 27.24		
Cancelled — Exchange Program	(1,478)	$ 3.37		
Outstanding as of March 31, 2021	7,122,236	$ 27.16	8.7	$ 249,072
Outstanding as of March 31, 2021 — Eidos Awards Exchange	2,536,315	$ 16.54	7.4	$ 114,299
Outstanding as of March 31, 2021 — Exchange Program	649,941	$ 2.50	7.9	$ 38,409
Exercisable as of March 31, 2021	1,964,042	$ 21.76	8.3	$ 78,318
Exercisable as of March 31, 2021 — Eidos Awards Exchange	946,868	$ 10.03	5.6	$ 48,830
Exercisable as of March 31, 2021 — Exchange Program	506,392	$ 2.01	7.8	$ 30,176

The options granted to employees and non-employees are exercisable at the price of BridgeBio's common stock at the respective grant dates. The options granted have a service condition and generally vest over a period of four years.

The aggregate intrinsic value of options outstanding and exercisable as of March 31, 2021 and December 31, 2020 are calculated based on the difference between the exercise price and the current fair value of BridgeBio common stock.

During the three months ended March 31, 2021, we recognized stock-based compensation expense of $5.9 million related to stock options under the Plans. As of March 31, 2021, there was $73.4 million of total unrecognized compensation cost related to stock options under the Plans that is expected to be recognized over a weighted-average period of 2.5 years.

Restricted Stock Units (RSUs) of BridgeBio

The following table summarizes BridgeBio's RSU activity under the Plans for the three months ended March 31, 2021:

	Unvested Shares of RSUs Outstanding	Weighted-Average Grant Date Fair Value
Balance as of December 31, 2020	1,053,838	$ 34.21
Granted	823,742	$ 68.52
Vested	(131,868)	$ 40.36
Cancelled	(34,524)	$ 36.04
Balance as of March 31, 2021	1,711,188	$ 50.21

During the three months ended March 31, 2021, we recognized stock-based compensation expense of $4.6 million related to RSUs under the Plans. As of March 31, 2021, there was $82.0 million of total unrecognized compensation cost related to RSUs under the Plans that is expected to be recognized over a weighted-average period of 3.4 years.

Restricted Stock Awards (RSAs) of BridgeBio

The following table summarizes our RSA activity under the Plans for the three months ended March 31, 2021:

	Unvested Shares of RSAs Outstanding	Weighted-Average Grant Date Fair Value
Balance as of December 31, 2020	3,364,366	$ 4.47
Granted — Performance-based milestone awards	97,561	$ 68.91
Vested	(642,638)	$ 12.51
Balance as of March 31, 2021	2,819,289	$ 4.87

During the three months ended March 31, 2021, we recognized stock-based compensation expense of $8.5 million related to RSAs under the Plans, of which $6.7 million pertains to performance-based milestone awards that were achieved and settled during the period. As of March 31, 2021, there was $14.7 million of total unrecognized compensation cost related to RSAs under the Plans that is expected to be recognized over a weighted-average period of 2.6 years. The respective balances of unvested RSAs as of March 31, 2021 and December 31, 2020 are included as outstanding shares disclosed in the condensed consolidated balance sheets as the shares were actually issued but are subject to forfeiture per the terms of the awards.

2019 Employee Stock Purchase Plan (ESPP) of BridgeBio

During the three months ended March 31, 2021, we recognized stock-based compensation expense of $0.4 million related to our ESPP. As of March 31, 2021, 4,286,364 shares were reserved for future issuance under the ESPP.

Valuation Assumptions

We used the Black-Scholes model to estimate the fair value of stock options and stock purchase rights under the ESPP. For the three months ended March 31, 2021, we used the following weighted-average assumptions in the Black-Scholes calculations:

	Three Months Ended March 31, 2021	
	Stock Options	ESPP
Expected term (in years)	6.02	0.40 - 0.65
Expected volatility	51.4%	47.61% - 51.97%
Risk-free interest rate	0.63%	0.06% - 0.13%
Dividend yield	—	—
Weighted-average fair value of stock-based awards granted	$ 33.19	$ 15.44

The weighted-average fair values of stock-based awards granted during the three months ended March 31, 2021 were driven primarily by the market price of our common stock during the period.

Equity Awards of Eidos

Prior to the Merger Transactions, Eidos issued its own equity-based awards under the Eidos 2016 Equity Incentive Plan and the Eidos 2018 Stock Option and Incentive Plan (collectively, the "Eidos Plans). Upon closing of the Merger Transactions, we issued 2,776,672 stock options to purchase common stock of BridgeBio and 25,972 shares of BridgeBio RSUs to 88 employees of Eidos under the Eidos Award Exchange in exchange for their then outstanding common stock options and RSUs under the Eidos Plans (the "Replaced Awards"). The awards issued in the Eidos Award Exchange have the same vesting terms and conditions as the Replaced Awards. We evaluated the exchange of the awards as a modification under ASC 718 and recognized no incremental compensation cost from such modification.

Stock-based compensation under the Eidos Plans from January 1, 2021 until the closing of the Merger Transactions was immaterial.

14. Income Taxes

BridgeBio is subject to U.S. federal and state income taxes as a corporation. BridgeBio's tax provision and the resulting effective tax rate for interim periods is determined based upon its estimated annual effective tax rate adjusted for the effect of discrete items arising in that quarter. There was no provision for income tax for the three months ended March 31, 2021 and 2020.

Deferred tax assets and deferred tax liabilities are recognized based on temporary differences between the financial reporting and tax basis of assets and liabilities using statutory rates. A valuation allowance is recorded against deferred tax assets if it is more likely than not that some or all of the deferred tax assets will not be realized. Due to the uncertainty surrounding the realization of the favorable tax attributes in future tax returns, we have recorded a full valuation allowance against our otherwise recognizable net deferred tax assets.

As a result of the issuance of our 2027 Notes in 2020, it was determined that our existing deferred tax assets do not fully offset the deferred tax liabilities when reviewing the reversals of temporary differences. This resulted in a deferred tax liability of $1.1 million that was recognized for the year ended December 31, 2020. As discussed in Note 2, we have derecognized the deferred tax liability on January 1, 2021 upon early adoption of ASU 2020-06, with no impact on the provision for income tax.

Our policy is to recognize interest and penalties associated with uncertain tax benefits as part of the income tax provision and include accrued interest and penalties with the related income tax liability on the condensed consolidated balance sheet. To date, we have not recognized any interest and penalties in our condensed consolidated statements of operations, nor have we accrued for or made payments for interest and penalties. Our unrecognized gross tax benefits would not reduce the estimated annual effective tax rate if recognized because we have recorded a full valuation allowance on its deferred tax assets.

15. Net Loss Per Share

The following common stock equivalents were excluded from the computation of diluted net loss per share, because including them would have been antidilutive:

	As of March 31,	
	2021	2020
Unvested RSAs	2,819,289	4,998,744
Unvested RSUs	1,711,188	366,505
Unvested market-based RSUs	—	55,614
Unvested performance-based RSUs	68,067	3,843
Common stock options issued and outstanding	10,308,492	4,813,061
Estimated shares issuable under performance-based milestone compensation arrangements	3,885,461	—
Estimated shares issuable under the ESPP	13,129	14,866
Assumed conversion of 2027 Notes	12,878,305	12,878,305
Assumed conversion of 2029 Notes	7,702,988	—
	39,386,919	23,130,938

Our 2029 Notes and 2027 Notes are convertible, based on the applicable conversion rate, into cash, shares of our common stock or a combination thereof, at our election.

As discussed in Notes 8 and 13, we have performance-based milestone compensation arrangements, whose vesting is contingent upon meeting various regulatory and development milestones, with fixed monetary amounts known at inception that can be settled in the form of cash or equity at our sole election, upon achievement of each contingent milestone. The common stock equivalents of such arrangements were estimated assuming the contingent milestones were achieved as of the reporting date and the arrangements were all settled in equity.

16. Subsequent Events

Sixth Amendment to the Loan and Security Agreement

On April 13, 2021, we executed the Sixth Amendment to the Loan and Security Agreement (the “Hercules Loan Amendment”) to amend our existing Hercules Term Loan with Hercules.

The Hercules Loan Amendment, among other things, (1) extends the interest-only period to June 1, 2024 (which may be further extended to June 1, 2025, subject to certain conditions), (2) extends the maturity date for the term loans to May 1, 2025 (which may be further extended to May 1, 2026, subject to certain conditions), (3) provides for an additional $25.0 million advance pursuant to the Hercules Loan Amendment (which we received upon execution of the Hercules Loan Amendment), (4) provides for an interest rate on the outstanding principal equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 4.40% and (y) 7.65%, and (5) provides for (a) an additional incremental loan in the amount of $70.0 million, available no later than June 15, 2022, (b) an additional incremental loan following the achievement of certain performance milestones in the amount of $40.0 million, available no later than September 15, 2022, and (c) an additional $75.0 million discretionary incremental tranche, subject to Hercules’ approval in its sole and absolute discretion, available no later than December 15, 2023.

We used a portion of the proceeds from the additional $25.0 million advance referred to above to prepay in full the $17.5 million principal of Eidos’ Tranche A Loan and outstanding interest payable under the SVB and Hercules Loan Agreement. The Hercules Loan Amendment also provides us with greater flexibility to incur additional convertible debt and repurchase and/or redeem convertible debt, each subject to certain conditions set forth in the Hercules Loan Amendment.

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

You should read the following discussion and analysis of our financial condition and results of operations together with our unaudited condensed financial statements and related notes included in this Quarterly Report on Form 10-Q and our audited consolidated financial statements and related notes thereto for the year ended December 31, 2020 included in our Annual Report on Form 10-K for the year ended December 31, 2020, as filed with the Securities and Exchange Commission (the "SEC") on February 25, 2021.

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In some cases, you can identify these statements by forward-looking words such as "may," "will," "expect," "believe," "anticipate," "intend," "could," "should," "estimate," or "continue," and similar expressions or variations. Such forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results and the timing of certain events to differ materially from future results expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2020, as updated by the information, if any, in Part II, Item 1A, "Risk Factors" included in this Quarterly Report on Form 10-Q. The forward-looking statements in this Quarterly Report on Form 10-Q represent our views as of the date of this Quarterly Report on Form 10-Q. Except as may be required by law, we assume no obligation to update these forward-looking statements or the reasons that results could differ from these forward-looking statements. You should, therefore, not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this Quarterly Report on Form 10-Q.

Overview

We are a team of experienced drug discoverers, developers, and innovators working to create life-altering medicines that target well-characterized genetic diseases at their source. We founded BridgeBio in 2015 to identify and advance transformative medicines to treat patients who suffer from Mendelian diseases, which are diseases that arise from defects in a single gene, and cancers with clear genetic drivers. Our pipeline of over 30 development programs includes product candidates ranging from early discovery to late-stage development. Several of our programs target indications that we believe present the potential for our product candidate, if approved, to target portions of market opportunities of at least $1.0 billion in annual sales.

We focus on genetic diseases because they exist at the intersection of high unmet patient need and tractable biology. Our approach is to translate research pioneered at academic laboratories and leading medical institutions into products that we hope will ultimately reach patients. We are able to realize this opportunity through a confluence of scientific advances: (i) identification of the genetic underpinnings of disease as more cost-efficient genome and exome sequencing becomes available; (ii) progress in molecular biology; and (iii) the development and maturation of longitudinal data and retrospective studies that enable the linkage of genes to diseases. We believe that this early-stage innovation represents one of the greatest practical sources for new drug creation.

Since our inception in 2015, we have focused substantially all of our efforts and financial resources on acquiring and developing product and technology rights, building our intellectual property portfolio and conducting research and development activities for our product candidates within our wholly-owned subsidiaries and controlled entities, including partially-owned subsidiaries and subsidiaries we consolidate based on our deemed majority control of such entities as determined using either the variable interest entity, or VIE model, or the voting interest entity, or VOE model. To support these activities, we and our wholly-owned subsidiary, BridgeBio Services, Inc., (i) identify and secure new programs, (ii) set up new wholly-owned subsidiaries and controlled entities, (iii) recruit key management team members, (iv) raise and allocate capital across the portfolio and (v) provide certain shared services, including accounting, legal, information technology and human resources, as well as workspaces. We do not have any products approved for sale and have not generated any revenue from product sales. To date, we have funded our operations with proceeds from the sale of our equity securities, issuance of convertible notes, debt borrowings and, to a lesser extent, revenue from licensing arrangements.

Due to the inherently unpredictable nature of preclinical and clinical development, and given our novel therapeutic approaches and the stage of development of our product candidates, we cannot determine and are unable to estimate with certainty the timelines we will require and the costs we will incur for the development of our product candidates. Clinical and preclinical development timelines and costs, and the potential of development success, can differ materially from expectations due to a variety of factors. For example, in light of developments relating to the global outbreak of SARS-CoV-2, the novel strain of coronavirus that causes Coronavirus disease 19, or COVID-19, the focus of healthcare providers and hospitals on fighting the virus, and consistent with the U.S. Food and Drug Administration's updated industry guidance for conducting clinical trials issued on March 18, 2020, we have experienced delays in or temporary suspension of the enrollment of patients in our subsidiaries' ongoing clinical trials. We additionally may experience delays in certain ongoing key program activities, including commencement of planned clinical trials, as well as non-clinical experiments and investigational new drug application-enabling good laboratory practice toxicology studies. The exact duration of delays and their overall impact on our business are currently unknown, and we are continuing to actively monitor the COVID-19 pandemic as it continues to rapidly evolve. Accordingly, we may take further precautionary and preemptive actions as may be required by federal, state or local authorities or that we determine are in the best interests of public health and safety and that of our patient community, employees, partners, suppliers and stockholders. We cannot predict the effects that such actions, the duration of the COVID-19 pandemic or its impact on global business operations and economic conditions, may have on our business or strategy, including the effects on our ongoing and planned clinical development activities and prospects, or on our financial and operating results. For example, depending on the full impact and prevalence of COVID-19 over time, we anticipate that we will report initial data from the ongoing Phase 2 dose-escalation and expansion study of infigratinib in children with achondroplasia by the end of 2021.

Results of Operations

The following table summarizes the results of our operations for the periods indicated:

	Three months ended March 31,	
	2021	2020
	(in thousands)	
License revenue	$ 462	$ —
Research and development	122,559	68,225
General and administrative	45,407	34,262
Loss from operations	(167,504)	(102,487)
Net loss	(171,082)	(104,082)
Net loss attributable to common stockholders of BridgeBio	(163,079)	(91,850)

	March 31, 2021	December 31, 2020
Cash, cash equivalents and marketable securities	$ 1,001,320	$ 607,093

Cash, Cash Equivalents and Marketable Securities

As of March 31, 2021 we had cash, cash equivalents and marketable securities of $1,001.3 million. In January 2021, we issued an aggregate principal amount of $747.5 million of our 2.25% Convertible Senior Notes due 2029, or the 2029 Notes, in a private offering, or the 2021 Note Offering, to qualified institutional buyers. We received net proceeds from the 2021 Note Offering of approximately $731.4 million, after deducting the purchasers' discount. We used approximately $61.3 million of the net proceeds from the 2021 Note Offering to pay for the cost of capped call transactions and approximately $50.0 million to pay for the repurchase of shares of our common stock. On January 26, 2021, we closed and completed the Merger Transactions with Eidos. The acquisition of the outstanding Eidos common stock was settled through cash payments of $21.3 million and the issuance of shares of our common stock.

Operating Expenses

Research and Development Expenses

	Three Months Ended March 31,		
	2021	2020	Change
	(in thousands)		
Research and development	$ 122,559	$ 68,225	$ 54,334

Research and development expense increased by $54.3 million for the three months ended March 31, 2021 compared to the same period in 2020 primarily due to an increase in personnel costs and external costs. The increase in personnel costs was attributed to increase in the number of employees to support progression in our research and development programs, including our increasing research pipeline, as well as increases in stock-based compensation related to performance-based milestone compensation arrangements for regulatory and development milestones achieved and determined to be probable of achievement. Stock-based compensation recorded in research and development expense for the three months ended March 31, 2021 was $22.4 million as compared to $1.6 million for the same period in the prior year. The increase in external costs was a result of increased manufacturing activities for early to late stage programs and one-time in-licensing development and regulatory milestone payments.

Research and development costs consist primarily of external costs, such as fees paid to consultants, contractors, contract manufacturing organizations, or CMOs, and contract research organizations, or CROs, in connection with our preclinical and clinical development activities and are tracked on a program-by-program basis. License fees and other costs incurred after a product candidate has been designated and that are directly related to the product candidate are included in the specific program expense. License fees and other costs incurred prior to designating a product candidate are included in early stage research programs.

The following table summarizes our research and development expenses by program incurred for the following periods:

	Three Months Ended March 31,	
	2021	2020
	(in thousands)	
Acoramidis (Previously known as BBP-265 or AG10) (Eidos)	$ 21,216	$ 17,808
Infigratinib (Previously known as BBP-831) (QED)	25,544	20,843
Fosdenopterin (Previously known as BBP-870) (Origin)	13,251	4,755
BBP-631 (Adrenas)	22,175	3,364
BBP-418 (ML Bio)	2,669	1,949
Other programs including early-stage	37,704	19,506
Total	$ 122,559	$ 68,225

General and Administrative Expenses

	Three Months Ended March 31,		
	2021	2020	Change
	(in thousands)		
General and administrative	$ 45,407	$ 34,262	$ 11,145

General and administrative expenses increased by $11.1 million for the three months ended March 31, 2021 compared to the same period in 2020 due to costs incurred to support organizational growth, including staged build out of our commercial organization as part of commercial launch readiness activities and accelerated recognition of stock-based compensation arising from the merger with Eidos.

Other Income (Expense), Net

Interest Income

	Three Months Ended March 31,		
	2021	2020	Change
	(in thousands)		
Interest income	$ 394	$ 1,941	$ (1,547)

Interest income consists of interest income earned on our cash equivalents and marketable securities. The decrease in interest income for the three months ended March 31, 2021 compared to the same period in 2020 was driven by a general decline in interest rates that began at the start of the COVID-19 pandemic and continued through the current period.

Interest Expense

	Three Months Ended March 31,		
	2021	2020	Change
	(in thousands)		
Interest expense	$ (9,738)	$ (4,010)	$ (5,728)

Interest expense for the three months ended March 31, 2021 consists primarily of interest expense incurred under our 2029 Notes issued in January 2021, our 2027 Notes issued in March 2020, our term loans with Hercules Capital, Inc., or Hercules, pursuant to our Loan and Security Agreement, dated June 19, 2018, as amended, and Eidos' term loan with Silicon Valley Bank and Hercules pursuant to its Loan and Security Agreement, dated November 13, 2019, or the SVB and Hercules Loan Agreement. Interest expense for the same period in 2020 consists primarily of interest expense incurred under our 2027 Notes and our term loans with Hercules and SVB and Hercules. The increase of $5.7 million for the three months ended March 31, 2021 compared to the same period in 2020 was primarily attributed to increases in principal amounts.

Other Income

	Three Months Ended March 31,		
	2021	2020	Change
	(in thousands)		
Other income	$ 5,766	$ 474	$ 5,292

Other income consists mainly of changes in fair value of the LEO Call Option liability. The LEO Call Option was subject to remeasurement to fair value at each balance sheet date until the LEO Call Option either was exercised, terminated or had expired. As a result of the notice of termination by LEO of the LEO call option, we have derecognized the LEO call option liability balance of $5.6 million as of March 2021. The LEO Call Option income of $0.5 million for the three months ended March 31, 2020 was due to a change in fair value.

Liquidity and Capital Resources

We have historically financed our operations primarily through the sale of our equity securities, issuance of convertible notes, debt borrowings and revenue from certain licensing arrangements. As of March 31, 2021, we had cash, cash equivalents and marketable securities of $1,001.3 million. The funds held by our wholly-owned subsidiaries and controlled entities are available for specific entity usage, except in limited circumstances. As of March 31, 2021, our outstanding debt was $1,364.8 million, net of debt discounts and issuance costs and accretion.

Since inception, we have incurred significant operating losses. For the years ended December 31, 2020, 2019 and 2018, we incurred net losses of $505.5 million, $288.6 million and $169.5 million, respectively. For the three months ended March 31, 2021, we incurred net losses of $171.1 million. We had an accumulated deficit as of March 31, 2021 of $1,037.5 million. We expect to continue to incur net losses over the next several years as we continue our drug development and discovery efforts and incur significant clinical and preclinical development costs related to our current research and development programs as well as costs related to commercial launch readiness for our late-stage programs. In particular, to the extent we advance our programs into and through later-stage clinical trials without a partner, we will incur substantial expenses. Our ability to generate product revenue sufficient to achieve profitability will depend heavily on the successful development and eventual commercialization of our product candidates at our wholly-owned subsidiaries and controlled entities.

Our current business plan is also subject to significant uncertainties and risks as a result of, among other factors, our ability to generate product revenue sufficient to achieve profitability, which will depend heavily on the successful development and eventual commercialization of our product candidates at our consolidated entities.

Our short-term and long-term liquidity requirements include contractual payments related to our 2029 Notes, 2027 Notes, term loans and obligations under our real estate leases.

We also have performance-based milestone compensation arrangements with certain employees and consultants, whose vesting is contingent upon meeting various regulatory and development milestones, with fixed monetary amounts known at inception that can be settled in the form of cash or equity at our sole election, upon achievement of each contingent milestone.

Additionally, we have certain contingent payment obligations under various license and collaboration agreements in which we are required to make milestone payments upon successful completion and achievement of certain intellectual property, clinical, regulatory and sales milestones. We also enter into agreements in the normal course of business with CROs and other vendors for clinical trials and with vendors for preclinical studies and other services and products for operating purposes, which are generally cancelable upon written notice.

We expect our cash and cash equivalents and marketable securities will fund our operations for at least the next 12 months based on current operating plans and financial forecasts. If our current operating plans or financial forecasts change, including the effects of the COVID-19 pandemic on our research and development activities, we may require additional funding sooner in the form of public or private equity offerings, debt financings or additional collaborations and licensing arrangements. However, future financing may not be available in amounts or on terms acceptable to us, if at all.

In addition, we are closely monitoring ongoing developments in connection with the COVID-19 pandemic, which may negatively impact our financial and operating results. We will continue to assess our operating expenses and our cash and cash equivalents and, if circumstances warrant, we will make appropriate adjustments to our operating plan.

Sources of Liquidity

Initial public offerings and at-the-market share issuances

In June 2018, our then controlled subsidiary, Eidos, completed its U.S. initial public offering of its common stock of which net proceeds received were $95.5 million. In December 2019 and February 2020, Eidos received net proceeds of $23.9 million and $24.1 million, respectively, from its at-the-market issuance of shares. All cash and cash equivalents held by Eidos are restricted and can be applied solely to fund the operations of Eidos.

On July 1, 2019, we completed the IPO of our common stock. As part of the IPO, we issued and sold 23,575,000 shares of our common stock, which included 3,075,000 shares sold pursuant to the exercise of the underwriters' option to purchase additional shares, at a public offering price of $17.00 per share. We received net proceeds of approximately $366.2 million from the IPO, after deducting underwriters' discounts and commissions of $28.1 million and offering costs of $6.5 million.

On July 7, 2020, we filed the 2020 Shelf with the SEC in relation to the registration of common stock, preferred stock, debt securities, warrants and units or any combination thereof. We also simultaneously entered into the 2020 Sales Agreement with the Sales Agents, to provide for the offering, issuance and sale by us of up to an aggregate of $350.0 million of our common stock from time to time in "at-the-market" offerings under the 2020 Shelf and subject to the limitations thereof. We will pay to the applicable Sales Agents cash commissions of up to 3.0% of the gross proceeds of sales of common stock under the 2020 Sales Agreement. We have not issued any shares or received any proceeds from this offering through March 31, 2021.

Debt

2029 Notes

On January 28, 2021, we issued an aggregate of $717.5 million principal amount of our 2029 Notes, pursuant to an Indenture dated January 28, 2021, or the 2029 Notes Indenture, between us and U.S. Bank National Association, as trustee, or the 2029 Notes Trustee, in a private offering to qualified institutional buyers, or the 2021 Note Offering, pursuant to Rule 144A under the Securities Act of 1933, as amended, or the Securities Act. The 2029 Notes issued in the 2021 Note Offering include $67.5 million aggregate principal amount of 2029 Notes sold to the initial purchasers, or the 2029 Notes Initial Purchasers, pursuant to the exercise in part of the 2029 Notes Initial Purchasers' option to purchase $97.5 million principal amount of additional 2029 Notes. On January 28, 2021, the 2029 Notes Initial Purchasers exercised the remaining portion of their option to purchase $30.0 million principal amount of additional 2029 Notes. The sale of those additional 2029 Notes closed on February 2, 2021.

The 2029 Notes will accrue interest payable semiannually in arrears on February 1 and August 1 of each year, beginning on August 1, 2021, at a rate of 2.25% per year. The 2029 Notes will mature on February 1, 2029, unless earlier converted, redeemed or repurchased. The 2029 Notes are convertible into cash, shares of BridgeBio's common stock or a combination of cash and shares of BridgeBio's common stock, at our election.

We received net proceeds from the 2021 Note Offering of approximately $731.4 million, after deducting the 2029 Notes Initial Purchasers' discount (there were no direct offering expenses borne by us for the 2029 Notes). We used approximately $61.3 million of the net proceeds from the 2021 Note Offering to pay for the cost of the 2021 Capped Call Transactions and approximately $50.0 million to pay for the repurchase of shares of BridgeBio common stock described below. We intend to use the remainder of the net proceeds from the 2021 Note Offering for general corporate purposes, which may include research and development and clinical development costs to support the advancement of our drug candidates, including the continued growth of our commercial and medical affairs capabilities, the conduct of clinical trials and preclinical research and development activities; working capital; capital expenditures; repayment of outstanding indebtedness; general and administrative expenses; and other general corporate purposes.

A holder of 2029 Notes may convert all or any portion of its 2029 Notes at its option at any time prior to the close of business on the business day immediately preceding November 1, 2028 in multiples of $1,000 only under the following circumstances:

- During any calendar quarter commencing after the calendar quarter ending on June 30, 2021 (and only during such calendar quarter), if the last reported sale price of BridgeBio's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- During the five business day period after any five consecutive trading day period, or the measurement period, in which the "trading price" (as defined in the 2029 Notes Indenture) per $1,000 principal amount of 2029 Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of BridgeBio's common stock and the conversion rate on each such trading day;
- If we call such notes for redemption, at any time prior to the close of business on the second business day immediately preceding the redemption date; or
- Upon the occurrence of specified corporate events.

On or after November 1, 2028 until the close of business on the second scheduled trading day immediately preceding the maturity date, a holder may convert all or any portion of its 2029 Notes at any time, regardless of the foregoing.

The conversion rate will initially be 10.3050 shares of BridgeBio's common stock per $1,000 principal amount of 2029 Notes (equivalent to an initial conversion price of approximately $97.04 per share of BridgeBio's common stock, for a total of approximately 7,702,988 shares).

The conversion rate is subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date or if we deliver a notice of redemption, we will, in certain circumstances, increase the conversion rate for a holder who elects to convert its 2029 Notes in connection with such a corporate event. The maximum number of shares issuable should there be an increase in the conversion rate is 11,361,851 shares of BridgeBio's common stock.

We may not redeem the 2029 Notes prior to February 6, 2026. We may redeem for cash all or any portion of the 2029 Notes, at our option, on a redemption date occurring on or after February 6, 2026 and on or before the 41st scheduled trading day immediately before the maturity date, under certain circumstances. No sinking fund is provided for the Notes. If we undergo a fundamental change (as defined in the 2029 Notes Indenture), holders may require us to repurchase for cash all or any portion of their 2027 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2029 Notes to be repurchased, plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date. The 2029 Notes Indenture contains customary terms and covenants, including that upon certain events of default occurring and continuing, either the 2029 Notes Trustee or the holders of not less than 25% in aggregate principal amount of the 2029 Notes then outstanding may declare the entire principal amount of all the Notes plus accrued special interest, if any, to be immediately due and payable. The 2029 Notes are our general unsecured obligations and rank senior in right of payment to all of our indebtedness that is expressly subordinated in right of payment to the 2029 Notes; equal in right of payment with all of our liabilities that are not so subordinated, including our 2027 Notes; effectively junior to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries.

2027 Notes

On March 9, 2020, we issued an aggregate principal amount of $550.0 million of our 2027 Notes, pursuant to an Indenture dated March 9, 2020, or the 2027 Notes Indenture, between BridgeBio and U.S. Bank National Association, as trustee, or the 2027 Notes Trustee, in a private offering to qualified institutional buyers, or the 2021 Note Offering, pursuant to the Securities Act. The 2027 Notes issued in the 2020 Note Offering include $75.0 million aggregate principal amount of 2027 Notes sold to the initial purchasers in the offering, or the Initial Purchasers, pursuant to the exercise in full of their option to purchase additional 2027 Notes.

The 2027 Notes are senior, unsecured obligations of BridgeBio and will accrue interest payable semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2020, at a rate of 2.50 % per year. The 2027 Notes will mature on March 15, 2027, unless earlier converted or repurchased. The 2027 Notes are convertible into cash, shares of our common stock or a combination of cash and shares of our common stock, at our election.

We received net proceeds from the 2020 Note Offering of approximately $537.0 million, after deducting the 2027 Notes Initial Purchasers' discount and offering expenses. We used approximately $49.3 million of the net proceeds from the 2020 Note Offering to pay for the cost of the 2020 Capped Call Transactions, and approximately $75.0 million to pay for the repurchases of shares of our common stock. We intend to use the remainder of the net proceeds from the 2020 Note Offering for working capital and other general

corporate purposes, including for our commercial organization and launch preparations. We may also use any remaining net proceeds to fund possible acquisitions of, or investments in, complementary businesses, products, services and technologies.

A holder of 2027 Notes may convert all or any portion of its 2027 Notes at its option at any time prior to the close of business on the business day immediately preceding December 15, 2026 in multiples of $1,000 only under the following circumstances:

- During any calendar quarter commencing after the calendar quarter ending on June 30, 2020 (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- During the five business day period after any five consecutive trading day period, or the measurement period, in which the "trading price" (as defined in the Indenture) per $1,000 principal amount of 2027 Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our common stock and the conversion rate on each such trading day; or
- Upon the occurrence of specified corporate events.

On or after December 15, 2026 until the close of business on the second scheduled trading day immediately preceding the maturity date, a holder may convert all or any portion of its 2027 Notes at any time, regardless of the foregoing.

The conversion rate will initially be 23.4151 shares of our common stock per $1,000 principal amount of 2027 Notes (equivalent to an initial conversion price of approximately $42.71 per share of our common stock, for a total of approximately 12,878,305 shares). The conversion rate is subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. In addition, following certain corporate events that occur prior to the maturity date, we will, in certain circumstances, increase the conversion rate for a holder who elects to convert its 2027 Notes in connection with such a corporate event. The maximum number of shares issuable should there be an increase in the conversion rate is 17,707,635 shares of our common stock.

We may not redeem the 2027 Notes prior to the maturity date, and no sinking fund is provided for the 2027 Notes. If we undergo a fundamental change (as defined in the 2027 Notes Indenture), holders may require us to repurchase for cash all or any portion of their 2027 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2027 Notes to be repurchased, plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date. The 2027 Notes Indenture contains customary terms and covenants, including that upon certain events of default occurring and continuing, either the 2027 Notes Trustee or the holders of not less than 25% in aggregate principal amount of the 2027 Notes then outstanding may declare the entire principal amount of all the Notes plus accrued special interest, if any, to be immediately due and payable. The 2027 Notes are our general unsecured obligations and rank senior in right of payment to all of our indebtedness that is expressly subordinated in right of payment to the 2027 Notes; equal in right of payment with all of our liabilities that are not so subordinated, including our 2029 Notes; effectively junior to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries.

Hercules Loan and Security Agreement

In June 2018, we executed a Loan and Security Agreement with Hercules Capital, Inc., or Hercules, under which we borrowed $35.0 million, or Tranche I. The term of the loan was approximately 42 months, with a maturity date of January 1, 2022, or the Maturity Date. No principal payments were due during an interest-only period, commencing on the initial borrowing date and continuing through July 1, 2020, or the Amortization Date. In December 2018, we executed the First Amendment to the Loan and Security Agreement, whereby we borrowed an additional $20.0 million, or Tranche II, to increase the total principal balance outstanding to $55.0 million. Upon draw of the additional $20.0 million, the interest-only period on the entire facility was extended until January 1, 2021 and the maturity date for the entire facility was July 1, 2022. In May 2019, we executed the Second Amendment to the Loan and Security Agreement whereby we borrowed an additional $20.0 million, or Tranche III, to increase the total principal balance outstanding to $75.0 million.

In July 2019, the completion of BridgeBio's IPO triggered certain provisions of the Hercules Term Loan. BridgeBio received an option to pay up to 1.5% of scheduled cash pay interest on the entire facility as payment in kind, or PIK Interest, with such cash pay interest paid as PIK Interest at a 1:1.2 ratio. The interest-only period will continue through July 1, 2021, or the Modified Amortization Date, and the entire facility received a maturity date of January 1, 2023, or the Modified Maturity Date. The outstanding balance of the Hercules Term Loan is to be repaid by BridgeBio monthly beginning on the Modified Amortization Date and extending through the Modified Maturity Date.

Prior to the Fourth Amendment to the Loan and Security Agreement, or the Amended Hercules Term Loan, described below, the interest rate for the Hercules Term Loan was established as follows: (1) Tranche I bears interest at a floating rate equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 3.85% and (ii) 8.85%, payable monthly; (2) Tranche II bears interest at a floating rate equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 2.85% and (ii) 8.60%,

payable monthly; and (3) Tranche III bears interest at a floating rate equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 3.10% and (ii) 9.10%, payable monthly.

The Hercules Term Loan contains customary representations and warranties, events of default, and affirmative and negative covenants for a term loan facility of this size and type. However, Hercules imposes no liquidity covenants on us and Hercules cannot limit or restrict our ability to dispose of assets, make investments, or make acquisitions. As pledged collateral for our obligations under the Hercules Term Loan, we granted Hercules a security interest in all of our assets or personal property, including all equity interests owned or hereafter acquired by us. Further, at Hercules' sole discretion we must make a mandatory prepayment equal to 75% of net cash proceeds received from the sale or licensing of any pledged or collateral assets, including intellectual property, of a consolidated entity owned by us, or the repurchase or redemption of any pledged collateral by certain specified operating companies. None of our consolidated entities are a party to, nor provide any credit support or other security in connection with the Hercules Term Loan.

In March 2020, we executed the Third Amendment to the Loan and Security Agreement primarily to allow us to issue our 2027 Notes and to enter into the Capped Call and Share Repurchase Transactions.

In April 2020, we entered into the Amended Hercules Term Loan, which among other things,

(1) extended the interest-only period under the Loan and Security Agreement to July 1, 2022 (the Amended Amortization Date, which may be further extended to January 1, 2023 and July 1, 2023, in each case, subject to certain conditions set forth in the Amended Hercules Term Loan),

(2) extended the maturity date for the term loans under the Loan and Security Agreement to November 1, 2023 (the Amended Maturity Date, which may be further extended to May 1, 2024, subject to certain conditions set forth in the Amended Hercules Term Loan),

(3) provided for an interest rate on the Tranche I equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 3.85% and (y) 8.75% (8.75% as of March 31, 2021), payable monthly,

(4) provided for an interest rate on the Tranche II equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 2.85% and (y) 8.60% (8.60% as of March 31, 2021), payable monthly,

(5) provided for an interest rate on the Tranche III equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 3.10% and (y) 8.85% (8.85% as of March 31, 2021), payable monthly, and

(6) provided for, subject to Hercules' approval in its sole and absolute discretion, an additional increase in available loan facilities aggregating to $125.0 million as follows: (a) an additional incremental loan in the amount of $25.0 million, available no later than December 15, 2020, (b) an additional incremental loan in the amount of $25.0 million, available no later than December 15, 2021, (c) an additional incremental loan following the achievement of certain performance milestones in the amount of $25.0 million, available no later than December 15, 2021 and (d) an additional $50.0 million discretionary incremental tranche, available no later than December 15, 2022.

The Amended Hercules Term Loan also provides us with more flexibility to consummate acquisitions and investments, incur additional debt, dispose of assets and repurchase and/or redeem stock, each subject to certain conditions set forth in the Amended

Hercules Term Loan. We did not draw the incremental loan of $25.0 million that was available until December 15, 2020. There have not been any additional draws on the $100.0 million additional available facilities as of March 31, 2021.

In January 2021, we executed the Fifth Amendment to the Loan and Security Agreement primarily to allow us to issue our 2029 Notes and to enter into the related 2021 Capped Call and share repurchase transactions.

On April 13, 2021, we executed the Sixth Amendment to the Loan and Security Agreement, or the Hercules Loan Amendment, to amend our existing Hercules Term Loan with Hercules.

The Hercules Loan Amendment, among other things, (1) extends the interest-only period to June 1, 2024 (which may be further extended to June 1, 2025, subject to certain conditions), (2) extends the maturity date for the term loans to May 1, 2025 (which may be further extended to May 1, 2026, subject to certain conditions), (3) provides for an additional $25.0 million advance pursuant to the Hercules Loan Amendment (which we received upon execution of the Hercules Loan Amendment), (4) provides for an interest rate on the outstanding principal equal to the greater of (x) a floating interest rate linked to the prime rate as reported in the Wall Street Journal plus 4.40% and (y) 7.65%, and (5) provides for (a) an additional incremental loan in the amount of $70.0 million, available no later than June 15, 2022, (b) an additional incremental loan following the achievement of certain performance milestones in the amount of $40.0 million, available no later than September 15, 2022, and (c) an additional $75.0 million discretionary incremental tranche, subject to Hercules' approval in its sole and absolute discretion, available no later than December 15, 2023.

We used a portion of the proceeds from the additional $25.0 million advance referred to above to prepay in full the $17.5 million principal under Eidos' Tranche A Loan and outstanding interest payable under the SVB and Hercules Loan Agreement. The Hercules Loan Amendment also provides us with greater flexibility to incur additional convertible debt and repurchase and/or redeem convertible debt, each subject to certain conditions set forth in the Hercules Loan Amendment.

Silicon Valley Bank and Hercules Loan Agreement

On November 13, 2019, Eidos entered into the SVB and Hercules Loan Agreement. The SVB and Hercules Loan Agreement provides for up to $55.0 million in term loans to be drawn in three tranches as follows: (i) Tranche A loan of $17.5 million, (ii) Tranche B loan of up to $22.5 million which is available to be drawn until October 31, 2020, and (iii) Tranche C loan of up to $15.0 million available to be drawn upon a clinical trial milestone. The Tranche C loan is available to be drawn until September 30, 2021. The Tranche A loan of $17.5 million was drawn on November 13, 2019. There have not been any additional draws on the other tranches as of March 31, 2021, including the Tranche B loan that was available until October 31, 2020.

The Tranche A loan bears interest at a fixed rate equal to the greater of either (i) 8.50% or (ii) 3.25% plus the prime rate as reported in The Wall Street Journal (8.50% as of March 31, 2021). The Tranche A loan repayment schedule provides for interest only payments until November 1, 2021, followed by consecutive equal monthly payments of principal and interest commencing on this date continuing through the maturity date of October 2, 2023.

The Tranche A loan also provides for a $0.3 million commitment fee that was paid at closing and a final payment charge equal to 5.95% multiplied by the amount funded to be paid when the loan becomes due or upon prepayment of the facility. If Eidos elects to prepay the Tranche A loan, there is also a prepayment fee of between 0.75% and 2.50% of the principal amount being prepaid depending on the timing and circumstances of prepayment. The Tranche A loan is secured by substantially all of Eidos' assets, except Eidos' intellectual property, which is the subject of a negative pledge.

In January 2021, Eidos entered into an amendment to the SVB and Hercules Loan Agreement primarily to allow Eidos to enter into the Merger Transactions. The amendment also requires Eidos to maintain a certain amount of cash and cash equivalents with SVB. The Tranche A loan was prepaid in full in April 2021 as mentioned above.

Cash Flows

The following table summarizes our cash flows during the periods indicated:

	Three Months Ended March 31,		
	2021	2020	Change
	(in thousands)		
Net cash used in operating activities	$ (150,765)	$ (83,920)	$ (66,845)
Net cash provided by (used in) investing activities	(282,052)	38,023	(320,075)
Net cash provided by financing activities	547,912	439,173	108,739
Net increase in cash, cash equivalents and restricted cash	$ 115,095	$ 393,276	$ (278,181)

Net Cash Flows Used in Operating Activities

Net cash used in operating activities was $150.8 million for the three months ended March 31, 2021, consisting primarily of our net loss of $171.1 million, adjusted for non-cash items including $33.6 million in stock-based compensation expense and $5.6 million of income from the derecognition of the LEO Call Option liability, as well as $15.4 million net cash outflow related to changes in operating assets and liabilities. The $15.4 million net cash outflow related to changes in operating assets and liabilities was attributed mainly to a decrease of $13.0 million in accrued compensation and benefits mainly due to timing of payments and an increase of $6.1 million in other assets due to prepayment of long-term directors and officers' tail insurance arising from the Merger Transactions with Eidos. The outflow in these operating assets and liabilities was partially offset by an increase of $6.1 million in accrued research and development liabilities mainly due to increases in our CROs' and CMOs' expenses for research activities.

Net cash used in operating activities was $83.9 million for the three months ended March 31, 2020, consisting primarily of our net loss of $104.1 million, adjusted for non-cash items such as $10.2 million in stock-based compensation expense and $1.8 million accretion of our 2027 Notes and term loans, partially offset by net cash inflow of $7.7 million related to changes in operating assets and liabilities. The $7.7 million net cash inflow related to changes in operating assets and liabilities was attributed mainly to an increase of $8.6 million in accrued research and development liabilities and an increase of $4.2 million in accounts payable mostly due to increase in our CROs' and CMOs' expenses for research activities, and a decrease of $2.8 million in prepaid expenses and other current assets primarily due to the receipt of a receivable from a related party. The increase in these operating assets and liabilities was partially offset by a decrease in accrued compensation and benefits of $7.7 million due to timing of payments.

Net Cash Flows Provided by (Used in) Investing Activities

Net cash used in investing activities was $282.1 million for the three months ended March 31, 2021, consisting primarily of purchases of marketable securities of $379.3 million, partially offset by $99.2 million in maturities of marketable securities

Net cash provided by investing activities was $38.0 million for the three months ended March 31, 2020, consisting primarily of $42.5 million maturities of marketable securities, partially offset by $4.5 million related to purchase of property and equipment.

Net Cash Flows Provided by Financing Activities

Net cash provided by financing activities was $547.9 million for the three months ended March 31, 2021, consisting primarily of the net proceeds from the issuance of our 2029 Notes of $731.4 million, offset by purchase of capped calls of $61.3 million and repurchase of our common stock of $50 million, both in relation to the issuance of our 2029 Notes. We also used cash of $80.3 million to repurchase the noncontrolling interest of Eidos and pay for related direct transaction costs.

Net cash provided by financing activities was $439.2 million for the three months ended March 31, 2020, consisting primarily of the net proceeds from the issuance of our 2027 Notes of $537.6 million and at-the-market issuance of noncontrolling interest by Eidos of $24.1 million, offset by repurchase of our common stock of $75.0 million and purchase of capped calls of $49.3 million, both in relation to the issuance of our 2027 Notes.

Off-Balance Sheet Arrangements

During the periods presented, we did not have any off-balance sheet arrangements. While we have investments classified as VIEs, their purpose is not to provide off-balance sheet financing.

Critical Accounting Policies

Our management's discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which have been prepared in accordance with United States generally accepted accounting principles. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, and the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, as well as revenues, if any, and expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

There have been no significant changes in our critical accounting policies and estimates as compared to the critical accounting policies and estimates disclosed in the section titled "Management's Discussion and Analysis of Financial Condition and Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2020, as filed with the SEC.

Recent Accounting Pronouncements

See Note 2, "Summary of Significant Accounting Policies—Recently Adopted Accounting Pronouncements" to our condensed consolidated financial statements appearing under Part I, Item 1 of this Quarterly Report on Form 10-Q for more information.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As of March 31, 2021, we held cash, cash equivalents and marketable securities of $1,001.3 million. Our cash equivalents consist of amounts invested in money market accounts, such as money market funds and short-term commercial paper. Our marketable securities consisted of commercial papers, supranational debt securities and short-term and long-term U.S. treasury notes and corporate debt securities. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. We have not been exposed nor do we anticipate being exposed to material risks due to changes in interest rates. We do not believe that our cash, cash equivalents or marketable securities have a significant risk of default or illiquidity.

As of March 31, 2021, we had $92.5 million in variable rate debt outstanding. The Hercules Term Loan, which had a principal balance of $75.0 million, matures in November 2023, with interest-only monthly payments until July 2022. Tranche I bears interest at a floating rate equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 3.85% and (ii) 8.75% (8.75% as of March 31, 2021); Tranche II bears interest at a floating rate of equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 2.85% and (ii) 8.60% (8.60% as of March 31, 2021); and Tranche III bears interest at a floating rate of equal to the greater of: (i) the prime rate as reported in the Wall Street Journal plus 3.10% and (ii) 8.85% (8.85% as of March 31, 2021). The SVB and Hercules Loan Agreement entered into by Eidos, which matures in October 2023, had a principal balance of $17.5 million as of March 31, 2021 and bears interest equal to the greater of either (i) 8.50% or (ii) 3.25% plus the prime rate as reported in The Wall Street Journal (8.50% as of March 31, 2021). The loan repayment schedule provides for interest only payments until November 2021, followed by consecutive equal monthly payments of principal and interest commencing on this date continuing through maturity.

A hypothetical 100 basis point change in interest rate during any of the periods presented would not have had a material impact on our financial statements.

Our 2029 Notes and 2027 Notes had principal balances of $747.5 million and $550.0 million, respectively, as of March 31, 2021 and bear fixed interest rates. Our cash flows on these debt obligations are not subject to variability as a result of changes in interest rates.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our periodic and current reports that we file under the Exchange Act of 1934, as amended, with the U.S. Securities and Exchange Commission, or the SEC, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer (our principal executive officer and principal financial officer, respectively), evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2021 and concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of that date. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Due to the COVID-19 pandemic, in March 2020, certain of our employees began working remotely. We have not identified any material changes in our internal control over financial reporting as a result of these changes to the working environment. We continue to monitor and assess the COVID-19 situation to determine any potential impact on the design and operating effectiveness of our internal controls over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

As of the date of this Quarterly Report on Form 10-Q, we were not party to any material legal proceedings. In the future, we may become party to legal proceedings and claims arising in the ordinary course of business. Although the results of litigation and claims cannot be predicted with certainty, we do not believe we are party to any claim or litigation the outcome of which, if determined adversely to us, would individually or in the aggregate be reasonably expected to have a material adverse impact on our financial position, results of operations or cash flows. Regardless of the outcome, litigation can have an adverse effect on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors.

In addition to the other information set forth in this Form 10-Q, including under the heading "Special Note Regarding Forward-Looking Statements", the risks and uncertainties that we believe are most important for you to consider are discussed in "Part I, Item 1A—Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2020 filed with the SEC, which could adversely affect our business, financial condition, or results of operations. The risks described in our Annual Report on Form 10-K for the year ended December 31, 2020 are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may adversely affect our business, financial condition, or results of operations. There are no material changes to the Risk Factors described in our Annual Report on Form 10-K for the year ended December 31, 2020.

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

(a) Sales of Unregistered Securities

On January 28, 2021, our offering (the "Convertible Note Offering") of an aggregate of $747.5 million aggregate principal amount of the 2.25% Convertible Senior Notes due 2029 (the "2029 Notes") to the initial purchasers (the "2029 Notes Initial Purchasers") was made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act. BridgeBio relied on this exemption from registration based in part on representations made by the 2029 Notes Initial Purchasers in the purchase agreement for the 2029 Notes, including that the 2029 Notes Initial Purchasers would only offer, sell or deliver the 2029 Notes to persons whom they believed to be qualified institutional buyers within the meaning of Rule 144A under the Securities Act.

The 2029 Notes and BridgeBio's common stock issuable upon conversion of the 2029 Notes, if any, have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or applicable exemption from registration requirements.

(b) Use of Proceeds from Public Offering of Common Stock

On June 26, 2019, our Registration Statements on Form S-1 (File Nos. 333-231759 and 333-232376) relating to our IPO were declared effective by the SEC. There has been no material change in the planned use of proceeds from our IPO from those that were described in the final prospectus filed pursuant to Rule 424(b) under the Securities Act and other periodic reports previously filed with the SEC.

(c) ***Issuer Purchases of Company Equity Securities***

BridgeBio used approximately $50.0 million of the net proceeds from the 2029 Note Offering to repurchase shares of its common stock concurrently with the closing of the 2029 Note Offering from certain of the 2029 Notes Initial Purchasers in privately negotiated transactions effected through one of the 2029 Notes Initial Purchasers or an affiliate thereof concurrently with the pricing of the 2029 Notes. The following table reflects the share repurchase of our common stock.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
January 2021	759,993	$ 65.79	759,993	$ —

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit Number	Exhibit Title	Form	File No.	Exhibit	Filing Date
2.1	Agreement and Plan of Merger, dated as of October 5, 2020, by and among BridgeBio Pharma, Inc., Eidos Therapeutic, Inc., Globe Merger Sub I, Inc. and Globe Merger Sub II, Inc. (incorporated by reference to Exhibit 2.1 to BridgeBio's Current Report on Form 8-K filed with the SEC on October 6, 2020)	8-K	001-38959	2.01	January 26, 2021
3.1	Amended and Restated Certificate of Incorporation of the Registrant, as currently in effect	8-K	001-38959	3.1	July 3, 2019
3.2	Amended and Restated Bylaws of the Registrant, as currently in effect	S-4	333-249944	3.2	November 6, 2020
4.1	Specimen Common Stock Certificate	S-1	333-231759	4.1	June 24, 2019
4.2	Registration Rights Agreement, dated June 26, 2019, among the Registrant and certain of its stockholders	S-1	333-231759	4.3	June 24, 2019
4.3	Indenture, dated as of March 9, 2020, by and between BridgeBio Pharma, Inc. and U.S. Bank National Association, as Trustee	8-K	001-38959	4.1	March 10, 2020
4.4	Form of Global Note, representing BridgeBio Pharma, Inc.'s 2.50% Convertible Senior Notes due 2027	8-K	001-38959	4.2	March 10, 2020
4.5	Indenture, dated as of January 28, 2021, by and between BridgeBio Pharma, Inc. and U.S. Bank National Association, as Trustee	8-K	001-38959	4.1	January 29, 2021
4.6	Form of Global Note, representing BridgeBio Pharma, Inc.'s 2.50% Convertible Senior Notes due 2027	8-K	001-38959	4.2	January 29, 2021
10.1	Purchase Agreement, dated January 25, 2021, by and among BridgeBio Pharma, Inc. and J.P. Morgan Securities LLC and Mizuho Securities USA LLC, as representatives of the several Initial Purchasers	8-K	001-38959	10.1	January 25, 2021
10.2	Form of Confirmation for Capped Call Transactions	8-K	001-38959	10.1	January 25, 2021
10.3	Sixth Amendment to the Loan and Security Agreement, between BridgeBio Pharma LLC and Hercules Capital, Inc., dated as of April 13, 2021	—	—	—	Filed herewith
10.4#	Amended and Restated Employee Stock Purchase Plan	—	—	—	Filed herewith
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	—	—	—	Filed herewith
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	—	—	—	Filed herewith
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	—	—	—	Filed herewith
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	—	—	—	Filed herewith

101.INS	Inline XBRL Instance Document	—	—	—	Filed herewith
101.SCH	Inline XBRL Taxonomy Extension Schema Document	—	—	—	Filed herewith
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	—	—	—	Filed herewith
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	—	—	—	Filed herewith
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	—	—	—	Filed herewith
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	—	—	—	Filed herewith
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).	—	—	—	Filed herewith

***** This certification will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent specifically incorporated by reference into such filing.

# Indicates a management plan, contract or arrangement.

SIGNATURES

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 thereunto duly authorized.

BridgeBio Pharma, Inc.

Date: May 6, 2021

By: /s/ Neil Kumar

Neil Kumar, Ph.D.
Chief Executive Officer, Director
(Principal Executive Officer)

Date: May 6, 2021

By: /s/ Brian Stephenson

Brian Stephenson, Ph.D., CFA
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

SIXTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS SIXTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "Amendment"), dated as of April 13, 2021, is entered into by and among BRIDGEBIO PHARMA, INC., a Delaware corporation ("New Parent"), BRIDGEBIO PHARMA LLC, a Delaware limited liability company ("Parent"), BRIDGEBIO SERVICES INC., a Delaware corporation ("Services Company"), SUB20, INC., a Delaware corporation ("Sub20", and together with New Parent, Parent, Services Company and each other Person party thereto from time to time as borrower, from time to time, collectively, "Borrowers", and each, a "Borrower"), and the several banks and other financial institutions or entities party thereto as Lender, constituting the Required Lenders and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for Lender (in such capacity, "Agent").

A. Parent, Services Company, Lender and Agent are parties to that certain Loan and Security Agreement, dated as of June 19, 2018, as amended by that certain First Amendment to Loan and Security Agreement, dated as of December 28, 2018, further amended by that certain Second Amendment to Loan and Security Agreement, dated as of May 17, 2019, further amended by that certain Third Amendment to Loan and Security Agreement, dated as of March 2, 2020, further amended by that certain Fourth Amendment to Loan and Security Agreement, dated as of April 27, 2020 and further amended by that certain Fifth Amendment to Loan and Security Agreement, dated as of January 25, 2021 (the "Existing Loan Agreement"; and the Existing Loan Agreement, as amended by this Amendment and as further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. Borrowers, Lender and Agent desire to modify the terms of the Existing Loan Agreement as set forth in this Amendment.

SECTION 1 Definitions; Interpretation.

(a) **Terms Defined in Loan Agreement**. All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) **Rules of Construction**. The rules of construction that appear in the last paragraph of Section 1.1 of the Loan Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2 Amendments to the Loan Agreement.

(a) Upon satisfaction of the conditions set forth in Section 3 hereof, the Existing Loan Agreement is hereby amended as follows:

(i) Exhibit A attached hereto sets forth a clean copy of the Loan Agreement as amended hereby;

(ii) In Exhibit B hereto, deletions of the text in the Existing Loan Agreement (including, to the extent included in such Exhibit B, each Schedule or Exhibit to the Existing Loan Agreement) are indicated by ~~struck-through text~~, and insertions of text are indicated by **bold, double-underlined text**.

(b) **References Within Existing Loan Agreement**. Each reference in the Existing Loan Agreement to "this Agreement" and the words "hereof," "herein," "hereunder," or words of like import, shall mean and be a reference to the Existing Loan Agreement as amended by this Amendment. This Amendment shall be a Loan Document.

[***] Certain information in this exhibit has been omitted because it is both (i) not material and (ii) would likely cause competitive harm to the registrant if publicly disclosed.

SECTION 3 **Conditions of Effectiveness**. The effectiveness of Section 2 of this Amendment shall be subject to Agent's receipt of the following documents, in form and substance satisfactory to Agent, or, as applicable, the following conditions being met:

(a) this Amendment, executed by Agent, Lender and Borrowers;

(b) a duly executed certificate of an officer of each Borrower certifying and attaching copies of (A) the Charter, certified as of a recent date by the jurisdiction of organization of such Borrower and as in effect as of the Sixth Amendment Effective Date; (B) the bylaws, operating agreement or similar governing document of such Borrower, as in effect as of the Sixth Amendment Effective Date; (C) resolutions of such Borrower's Board evidencing approval of this Amendment and the Advance to be made on the Sixth Amendment Effective Date, as such resolutions remain in full force and effect as of the Sixth Amendment Effective Date; (D) resolutions of the holders of such Borrower's Equity Interests in connection with the execution and delivery of this Amendment and the Advance to be made on the Sixth Amendment Effective Date, as the same are in full force and effect as of the Sixth Amendment Effective Date, to the extent required by the applicable Organizational Documents; and (E) a schedule setting forth the name, title and specimen signature of officers or other authorized signers on behalf of each Borrower; and

(c) a certificate of good standing for each Borrower from its jurisdiction of organization.

SECTION 4 **Representations and Warranties**. To induce Agent and Lender to enter into this Amendment, each Borrower hereby confirms, as of the date hereof, that the representations and warranties made by it in Section 5 of the Loan Agreement and in the other Loan Documents are true and correct in all material respects; *provided*, *however*, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof and that any representations and warranties made as of a specific date are only true and correct in all material respects as of such date, and that no Event of Default has occurred and is continuing.

SECTION 5 **Miscellaneous.**

(a) **Loan Documents Otherwise Not Affected; Reaffirmation**. Except as expressly amended pursuant hereto or referenced herein, the Loan Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects. Lender's and Agent's execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future. Each Borrower hereby reaffirms the security interest granted pursuant to the Loan Documents and hereby reaffirms that such grant of security in the Collateral as granted as of the Closing Date continues without novation and secures all Secured Obligations under the Loan Agreement and the other Loan Documents.

(b) **Conditions**. For purposes of determining compliance with the conditions specified in Section 3, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Agent shall have received notice from such Lender prior to the date hereof specifying its objection thereto.

(c) **Release**. In consideration of the agreements of Agent and Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lender and all such other persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever

of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Borrower, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan Agreement, or any of the other Loan Documents or transactions thereunder or related thereto. Each Borrower waives the provisions of California Civil Code section 1542, which states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Each Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above. The provisions of this section shall survive payment in full of the Secured Obligations, full performance of all the terms of this Amendment and the other Loan Documents.

(d) **No Reliance**. Each Borrower hereby acknowledges and confirms to Agent and Lender that such Borrower is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(e) **Costs and Expenses**. Each Borrower agrees to pay to Agent on the date hereof the reasonable out-of-pocket costs and expenses of Agent and Lender party hereto, and the fees and disbursements of counsel to Agent and Lender party hereto in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith on the date hereof.

(f) **Binding Effect**. This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(g) **Governing Law.** This Amendment and the other Loan Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

(h) **Complete Agreement; Amendments**. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

(i) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(j) **Counterparts**. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(k) **Loan Documents**. This Amendment shall constitute a Loan Document.

(l) **Electronic Execution of Certain Other Documents**. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWERS:

BRIDGEBIO PHARMA, INC.

Signature: /s/ Neil Kumar

Print Name: Neil Kumar

Title: President and Chief Executive Officer

BRIDGEBIO PHARMA LLC

Signature: /s/ Neil Kumar

Print Name: Neil Kumar

Title: President and Chief Executive Officer

BRIDGEBIO SERVICES INC.

Signature: /s/ Neil Kumar

Print Name: Neil Kumar

Title: President and Chief Executive Officer

SUB20, INC.

Signature: /s/ Michael Pettigrew

Print Name: Michael Pettigrew

Title: President and Chief Executive Officer

[SIGNATURES CONTINUE ON THE NEXT PAGE]

AGENT:

HERCULES CAPITAL, INC.

Signature: /s/ Zhuo Huang

Print Name: Zhuo Huang

Title: Associate General Counsel

LENDER:

HERCULES CAPITAL, INC.

Signature: /s/ Zhuo Huang

Print Name: Zhuo Huang

Title: Associate General Counsel

[Signature Page to Fifth Amendment to Loan and Security Agreement]

EXHIBIT A

(See Attached)

EXHIBIT B

(See Attached)

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT is made and dated as of June 19, 2018 and is entered into by and among BRIDGEBIO PHARMA, INC., a Delaware corporation ("New Parent"), BRIDGEBIO PHARMA LLC, a Delaware limited liability company ("Parent"), BRIDGEBIO SERVICES INC., a Delaware corporation ("Services Company"), SUB20, INC., a Delaware corporation ("Sub20", and together with New Parent, Parent, Services Company and each other Person party hereto from time to time as a borrower, collectively, "Borrowers", and each, a "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (collectively, "Lender") and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for Lender (in such capacity, "Agent").

RECITALS

A. Borrowers have requested Lender to make available to Borrowers one or more term loans in an aggregate principal amount of up to $210,000,000; and

B. Lender is willing to make such term loan on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, Borrowers, Agent and Lender agree as follows:

SECTION 1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Account Control Agreement(s)" means any agreement entered into by and among Agent, a Borrower and a third party bank or other institution (including a Securities Intermediary) in which such Borrower maintains a Deposit Account or an account holding Investment Property and which perfects Agent's first priority security interest in the subject account or accounts.

"ACH Authorization" means the ACH Debit Authorization Agreement in substantially the form of Exhibit H.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business, line of business or division or other unit of operation of a Person, (b) the acquisition of fifty percent (50%) or more of the Equity Interests of any Person, whether or not involving a merger, consolidation or similar transaction with such other Person, or otherwise causing any Person to become a Subsidiary of Borrower, or (c) the acquisition of, or the right to use, develop, license or sell (in each case, including through licensing), any product, product line, royalty rights or Intellectual Property of or from any other Person.

"Additional Clinical Advancements" means each of the following:

(a) [***]

(b) [***]

(c) [***]

(d) [***]

(e) [***]

(f) [***]

(g) [***]

"Advance" means the Term Loan Advance.

"Advance Date" means the funding date of any Advance.

"Advance Request" means a request for Advance submitted by Borrower Representative to Agent in substantially the form of Exhibit A.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in the definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. If not otherwise specified or required by the context, "Affiliate" shall refer to an Affiliate of a Borrower.

"Agent" has the meaning given to such term in the preamble to this Agreement.

"Agreement" means this Loan and Security Agreement, as amended, restated, supplemented or otherwise modified from time to time.

"Amortization Date" means June 1, 2024, provided that, so long as no Default or Event of Default has occurred and is continuing, if Borrower achieves, on or before May 15, 2024, the Performance Milestone, subject to verification by Agent (including supporting documentation requested by Agent), the Amortization Date shall be extended to June 1, 2025.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to any Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption, including without limitation the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 and other similar legislation in any other jurisdictions.

"Anti-Terrorism Laws" means any laws, rules, regulations or orders relating to terrorism or money laundering, including without limitation Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

"Assignee" has the meaning given to it in Section 11.13.

"ATTR-CM" means transthyretin amyloid cardiomyopathy.

[***]

"Blocked Person" means any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, or (e) a Person that is named a "specially designated national" or "blocked person" on the most current list published by OFAC or other similar list.

"Board" means, with respect to any Person that is a corporation, its board of directors, with respect to any Person that is a limited liability company, its board of managers, board of members or similar governing

body, and with respect to any other Person that is a legal entity, such Person's governing body in accordance with its Organizational Documents. "Borrower" has the meaning given to such term in the preamble to this Agreement.

"Borrower Representative" means BridgeBio Pharma, Inc.

"Business Day" means any day other than Saturday, Sunday and any other day on which banking institutions in the State of California are closed for business.

"Cash" means all cash, cash equivalents and liquid funds.

"Cash Interest Reduction Amount" has the meaning set forth in the Term Loan Cash Interest Rate definition.

"Cash Management Services" means any of the following to the extent not constituting a line of credit (other than an overnight draft facility that is not in default); automated clearing house transactions, treasury and/or cash management services, including, without limitation, treasury, depository, overdraft, credit, purchasing or debit card, non-card e-payable services, electronic funds transfer, treasury management services (including controlled disbursement services, overdraft automatic clearing house fund transfer services, return items and interstate depository network services), other demand deposit or operating account relationships, foreign exchange facilities, and merchant services.

"Cash Payment Conditions" means, with respect to any cash payment made under a Permitted Warrant Transaction as a result of the election of "cash settlement" (or substantially equivalent term) as the "settlement method" (or substantially equivalent term) thereunder by New Parent (or its Affiliate) (including in connection with the exercise and/or early unwind or settlement thereof), satisfaction of each of the following events at the time of such payment: (a) no Default or Event of Default shall exist or result therefrom, and (b) Borrower's Unrestricted Cash shall be no less than 150% of the outstanding Secured Obligations.

"Cash Settlement Conditions" means, with respect to the settlement by New Parent of any conversion of any Permitted Convertible Debt, satisfaction of each of the following events at the time of the delivery of the conversion consideration: (a) no Default or Event of Default shall exist or result therefrom, and (b) Borrower's Unrestricted Cash shall be no less than 150% of the outstanding Secured Obligations.

"Change in Control" means a transaction or series of related transactions (i) pursuant to which, or as a result of which, a single Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) acquires or holds equity interests of New Parent representing (A) a majority of the outstanding voting securities (in each case excluding any unvested voting securities that would not become vested voting securities as a result of such transaction, whether pursuant to the terms of such unvested voting securities, by Board action or otherwise), or (B) the right to receive a majority of the proceeds in a final liquidation, dissolution or termination, voluntary or involuntary, of New Parent, or (ii) resulting in Parent, Services Company or any other Subsidiary that is a Borrower ceasing to be a wholly-owned Subsidiary of a Borrower**.** Notwithstanding the foregoing, a "Change in Control" shall not include any Permitted Transfer. "Charter" means, with respect to any Person, such Person's formation documents, as in effect from time to time.

"Claims" has the meaning given to it in Section 11.10(a).

"Closing Date" means the date of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations promulgated thereunder from time to time.

"Collateral" means the property described in Section 3.1.

"Compliance Certificate" means a certificate in the form attached hereto as Exhibit F

"Confidential Information" has the meaning given to it in Section 11.12.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any Indebtedness, lease, dividend, letter of credit or other obligation of another, including any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed, without duplication of the primary obligation, to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement. For the avoidance of doubt, no Permitted Bond Hedge Transaction or Permitted Warrant Transaction will be considered a Contingent Obligation of Borrower.

"Controlled Account" means a Deposit Account or account in which Investment Property is maintained that is subject to an Account Control Agreement in favor of Agent in form and substance reasonably satisfactory to Agent.

"Controlled Investment Affiliate" means, as to any Person, any other Person, which directly or indirectly is in control of, is controlled by, or is under common control with such Person.

"Copyright License" means any written agreement granting any right to use any Copyright or Copyright registration, now owned or hereafter acquired by a Borrower or in which a Borrower now holds or hereafter acquires any interest.

"Copyrights" means all copyrights, whether registered or unregistered, held pursuant to the laws of the United States of America, any State thereof, or of any other country.

"Default" means any event, occurrence or condition which is, or with the giving of any notice, the passage of time, or both, could reasonably be expected to result in an Event of Default.

"Deposit Accounts" means any "deposit accounts," as such term is defined in the UCC, and includes any checking account, savings account, or certificate of deposit.

"Discretionary Advance" has the meaning set forth in Section 2.1(a)(viii).

"Due Diligence Fee" means $25,000, which fee has been paid to Agent prior to the Closing Date, and shall be deemed fully earned on such date regardless of the early termination of this Agreement.

"Eidos" means Eidos Therapeutics, Inc.

"Eidos Loan Agreement" means that certain Loan and Security Agreement, dated as of November 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Silicon Valley Bank, a California corporation, Hercules Capital, Inc. and Eidos.

[***]

"End of Term Charges" has the meaning given to it in Section 2.5(c).

"Equity Cash Payment Conditions" means, with respect to a given Equity Cash Payment Transaction, in each case measured immediately before and immediately after giving effect to any Cash payments to be made in connection with such Equity Cash Payment Transaction: (a) no Event of Default shall have occurred and be continuing and (b) if Cash payments made by Borrower are greater than $75,000,000 in the aggregate in any fiscal year in connection with any Equity Cash Payment Transaction, Borrower shall have Qualified Cash in an amount greater than or equal to 200% of the then-outstanding Secured Obligations.

"Equity Cash Payment Transaction" means any transaction or series of related transactions whereby any Cash, cash equivalents or other immediately available funds are distributed, exchanged, redeemed, deposited, paid, settled or otherwise transferred for, on account of, or in connection with the ownership of any Equity Interests or other ownership rights in any capital stock, joint venture or similar interests, including without limitation in connection with any Permitted Investments, Permitted Indebtedness or any transaction permitted under Section 7.7 of this Agreement.

"Equity Cure Investment" means any Investment by a Borrower in a Platform Company or Subsidiary thereof, whether directly or indirectly through an Affiliate or another Platform Company, if (i) immediately prior to the consummation of such Investment, an event of default has occurred and is continuing pursuant to the terms of any secured loan facility to which such Platform Company or Subsidiary is a party, which could result in the acceleration of Indebtedness of such Platform Company in excess of $500,000 or more, and (ii) immediately after the making of such Investment, such event of default will be cured or waived.

"Equity Documents" means any agreement entered into in connection with an equity financing or otherwise among holders of the Equity Interests of a Person or otherwise binding upon the holders of the Equity Interests of such Person.

"Equity Interests" means, with respect to any Person, the capital stock, partnership or limited liability company interest, or other equity securities or equity ownership interests of such Person.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Event of Default" has the meaning given to it in Section 9.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated pursuant thereto.

"Excluded Accounts" means Deposit Accounts (i) established in the ordinary course of business and used exclusively for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of employees of Borrower, provided that the aggregate balance maintained in such Deposit Accounts shall not exceed the amount to be paid for the following four payroll periods at any time, (ii) used exclusively as escrow, fiduciary, withholding, tax payment or trust accounts, (iii) used exclusively to maintain Cash subject to a Lien permitted pursuant to the defined term "Permitted Liens", (iv) that is a deposit account subject to a zero dollar balance, and (v) that do not at any time have Cash, investment property or other amounts on deposit therein in excess of $500,000 individually or $1,000,000 in the aggregate for all such accounts, provided that, in each case, any Excluded Account shall be identified to Agent in writing;

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii)

that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes that are imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Term Commitment pursuant to a law in effect on the date that (i) such Lender acquires such interest in the Loan or Term Commitment or (ii) such Lender changes its lending office, except in each case to the extent, pursuant to Section 2.9, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) any withholding Taxes imposed under FATCA, and (d) Taxes attributable to such Recipient's failure to comply with Section 2.9(d).

"Facility Charge" means, collectively, (i) $350,000, due on the Closing Date (which has been paid prior to the First Amendment Effective Date), (ii) $100,000, due on the First Amendment Effective Date (which has been paid prior to the Second Amendment Effective Date), and (iii) $200,000, due on the Second Amendment Effective Date (which has been paid prior to the Third Amendment Effective Date).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among governmental authorities and implementing such Sections of the Code

"FDA" means the United States Food and Drug Administration, and any successor agency having substantially the same functions and jurisdiction.

"Fifth Amendment Effective Date" means January 25, 2021.

"Financial Statements" has the meaning given to it in Section 7.1.

"First Amendment Effective Date" means December 28, 2018.

"Foreign Lender" shall mean a Lender that is not a U.S. Person.

"Fourth Amendment Effective Date" means April 27, 2020.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time.

"Indebtedness" means indebtedness of any kind, including (a) all indebtedness for borrowed money or the deferred purchase price of property or services (excluding trade credit entered into in the ordinary course of business), including reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, as determined under GAAP, and (d) all Contingent Obligations. For the avoidance of doubt no Permitted Warrant Transaction shall be considered Indebtedness of New Parent.

"Indemnified Person" shall have the meaning set forth in Section 6.13.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Intellectual Property" means all of each Borrower's Copyrights; Trademarks; Patents; Licenses; trade secrets and inventions; mask works; each Borrower's applications therefor and reissues, extensions, or

renewals thereof; and each Borrower's goodwill associated with any of the foregoing, together with each Borrower's rights to sue for past, present and future infringement of Intellectual Property and the goodwill associated therewith.

"Investment" means any beneficial ownership (including stock, partnership or limited liability company interests) of or in any Person, or any loan, advance or capital contribution to any Person or the acquisition of any material asset or property of another Person.

"Investment Company Act" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Joinder Agreements" means a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit G.

"Lender" has the meaning given to such term in the preamble to this Agreement.

"Liabilities" shall have the meaning given to such term in Section 6.3.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest.

"Loan" means the Advances made under this Agreement.

"Loan Documents" means this Agreement, the Term Note (if any), the ACH Authorization, the Account Control Agreements, any Joinder Agreements, all UCC Financing Statements, and any other documents executed in connection with the Secured Obligations and the security interest granted in connection therewith, or delivered pursuant to this Agreement or any of the foregoing Loan Documents, in each case, as the same may from time to time be amended, modified, supplemented or restated, but in each case excluding ministerial notices or ordinary course communications.

"Market Capitalization" means, as of any date of determination, the product of (a) the number of shares of New Parent's common stock publicly disclosed in the most recent filing of New Parent with the United States Securities Exchange Commission as outstanding as of such date of determination and (b) the closing price of New Parent's common stock (as quoted on Bloomberg L.P.'s page or any successor page thereto of Bloomberg L.P. or if such page is not available, any other commercially available source providing quotations of such closing price as designated by Agent from time to time) on such date of determination.

"Material Adverse Effect" means a material adverse effect upon: (i) the business, operations, properties, assets or financial condition of Borrowers and each of its Subsidiaries taken as a whole; or (ii) the ability of Borrowers to perform or pay the Secured Obligations in accordance with the terms of the Loan Documents, or the ability of Agent or Lender to enforce any of its rights or remedies with respect to the Secured Obligations; or (iii) the Collateral or Agent's Liens on the Collateral or the priority of such Liens except, in the case of clauses (ii) or (iii), to the extent resulting from an action or failure to act by the Agent or Lender.

"Maturity Date" means May 1, 2025, provided that if Borrower achieves the Performance Milestone on or before April 15, 2025, the Maturity Date shall be May 1, 2026.

"Maximum Rate" shall have the meaning assigned to such term in Section 2.2.

"MOCD" means molybdenum cofactor deficiency, Type A.

"Net Cash Proceeds" means the amount of all Cash proceeds (including deferred compensation) received (directly or indirectly) by or on behalf of a Borrower (if on behalf, then for the account of such Borrower), or distributable to a Borrower (to the extent such proceeds which are distributable are not distributed at the direction of such Borrower or as a result of such Borrower voting Equity Interests owned in favor of any corporate action that would result in such proceeds not being actually distributed), from time to time, as a result of a Prepayment Event, after deducting therefrom, without duplication, (x) reasonable fees, commissions, expenses and other direct costs related thereto and required to be paid or payable by such Borrower (or the applicable Platform Company or its applicable Subsidiary) in connection with such Prepayment Event (including attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith), (y) Taxes paid, payable, or determined by such Borrower to be payable or attributable for payment in connection with such transaction to any taxing authorities by such Borrower (or the applicable Platform Company or its applicable Subsidiary), to the extent then paid or payable and reasonably attributable to such transaction, and any repatriation costs associated with receipt or distribution by the applicable taxpayer of such proceeds, and (z) any cash reserves required to be maintained by such Borrower (or the applicable Platform Company or its applicable Subsidiary) in connection with such transaction in accordance with GAAP or applicable law, provided that when any reserve or any portion thereof is no longer required to be maintained such amount shall be considered Net Cash Proceeds then received, and provided further, that Borrowers shall, at Agent's reasonable request, provide such calculations or evidence of costs deducted in arriving at Net Cash Proceeds as Agent may reasonably require to confirm the calculation of Net Cash Proceeds in accordance with the foregoing, it being understood and agreed that the following shall not be deemed "distributable" to a Borrower for purposes of the foregoing: (1) the amount of all Cash proceeds (including deferred compensation) which are required to prepay Indebtedness of the applicable Platform Company or its Subsidiary pursuant to the terms of such Indebtedness, (2) the amount of any Cash proceeds which are not permitted to be distributed pursuant to the terms of Indebtedness pursuant to a loan facility of the applicable Platform Company that exists on the date such Cash proceeds are received by such Platform Company and that was not entered into for the purpose of avoiding any obligation to make a prepayment of the Secured Obligations, and (3) the amount of all Cash proceeds (including deferred compensation) from a sale of a material part of the assets of a Platform Company or a Subsidiary thereof (other than a sale of all or substantially all of such Platform Company's assets, on a consolidated basis), or an exclusive License by a Platform Company or a Subsidiary thereof (other than the License of Intellectual Property that constitutes all or substantially all the assets of such Platform Company, on a consolidated basis), in each case, in the ordinary course of business of such Platform Company or Subsidiary, to the extent the board of directors or similar governing body of such Platform Company or Subsidiary has approved the reinvestment of such proceeds to purchase assets useful in the business of such Platform Company or Subsidiary, or pay other expenses, in each case, in the ordinary course of business.

"New Drug Application" means a new drug application filed with the FDA under 21 U.S.C. § 355(b).

"New Parent" has the meaning given to such term in the preamble hereto.

"Non-Disclosure Agreement" means that certain Non-Disclosure Agreement/Confidentiality Agreement by and between Parent and Agent dated as of March 13, 2018.

"Non-Operating Subsidiary" means a Subsidiary of a Borrower other than an Operating Company, and including, for avoidance of doubt, any alternative investment vehicle or other special purpose entity which holds, directly or indirectly, Investments of or on behalf of New Parent, or any other Subsidiary primarily in the business of investing, reinvesting, holding or trading in securities.

"OFAC" means the U.S. Department of Treasury Office of Foreign Assets Control.

"OFAC Lists" means, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

"Operating Company" means a Person which is predominately in the business of research, development, manufacturing, sale or marketing of products and activities related thereto, or a Person holding assets, including without limitation Intellectual Property that are useful for a Person that is predominately in the line of business described above and in anticipation of such Person commencing operations in such line of business and which New Parent intends to cause to commence operations.

"Organizational Documents" means with respect to any Person, such Person's formation documents, and (a) if such Person is a corporation, its bylaws, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

"Origin" means Origin Biosciences, Inc.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Parent" has the meaning given to such term in the preamble hereto.

"Patent License" means any written agreement granting any right with respect to any invention on which a Patent is in existence or a Patent application is pending, in which agreement a Borrower now holds or hereafter acquires any interest.

"Patents" means all letters patent of, or rights corresponding thereto, in the United States of America or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States of America or any other country.

"PellePharm" means PellePharm, Inc.

"Performance Milestone" means Borrower has achieved, in each case, subject to verification by Agent (including supporting documentation requested by Agent) in its reasonable discretion, each of (x) [***] and (y) [***].

"Permitted Acquisition" means any Acquisition which is conducted in accordance with the following requirements:

(a) of a business or Person or product engaged in a line of business that is similar, ancillary, complementary, incidental or related thereto, or an extension, development or expansion of the business of the Borrower or its Subsidiaries;

(b) if such Acquisition is structured as a stock acquisition, then the Person so acquired shall either (i) become a wholly-owned Subsidiary of Borrower or of a Subsidiary and the Borrower shall comply, or cause such Subsidiary to comply, with 7.13 hereof or (ii) such Person shall be merged with and into Borrower (with the Borrower being the surviving entity);

(c) if such Acquisition is structured as the acquisition of assets, such assets shall be acquired by Borrower, and shall be free and clear of Liens other than Permitted Liens;

(d) if such Acquisition is structured as the in-licensing of assets, (i) Borrower shall be required to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (A) any such assets to be deemed "Collateral" and for Agent to have a security interest in such assets that might otherwise be restricted or prohibited by the terms of any such in-license agreement, whether now existing or entered into in the future, (B) Agent to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Agent's rights and remedies under this Agreement and the other Loan Documents and (ii) such assets shall be free and clear of Liens other than Permitted Liens;

(e) the Borrower shall have delivered to the Lenders not less than fifteen (15) days prior to the date of such Acquisition, notice of such Acquisition; and

(f) both immediately before and after such Acquisition, no Event of Default shall have occurred and be continuing.

"Permitted Bond Hedge Transaction" means any call or capped call option (or substantively equivalent derivative transaction) relating to New Parent's common stock (or other securities or property following a merger event or other change of the common stock of New Parent) purchased by New Parent in connection with the issuance of any Permitted Convertible Debt and as may be amended in accordance with its terms; provided that, the net purchase price of any such call option transaction less the amount received by New Parent in respect of any Permitted Warrant Transaction in connection with such issuance of Permitted Convertible Debt shall not exceed 20% of the gross proceeds to New Parent from such issuance of Permitted Convertible Debt; provided further that the terms, conditions and covenants of each such call option transaction are customary for agreements of such type; provided further that (1) a certificate of New Parent as to the satisfaction of such requirement (described in the immediately preceding proviso) delivered at least one (1) Business Day prior to entering into such transaction, together with a reasonably detailed description of the material terms, conditions and covenants of such transaction or drafts of documentation relating thereto, stating that New Parent has determined in good faith that such terms, conditions and covenants satisfy the foregoing requirement, shall be conclusive evidence of satisfaction thereof unless Agent notifies the Borrower within such one (1) Business Day period that Agent disagrees, in its commercially reasonably judgment, with such determination (which notice shall include a description of the basis upon which Agent disagrees) and (2) the Agent acknowledges that the terms, conditions and covenants of the call option transactions that the Company intends to enter into substantially concurrently with the Third Amendment to Loan and Security Agreement on the Third Amendment Effective Date or the Fifth Amendment to Loan and Security Agreement on the Fifth Amendment Effective Date, as applicable, drafts of the documentation of which have been provided to Lender, are customary for agreements of such type.

"Permitted Convertible Debt" means Indebtedness of the New Parent that is convertible into a fixed number (subject to customary anti-dilution adjustments, "make-whole" increases and other customary changes thereto) of shares of common stock of New Parent (or other securities or property following a merger event or other change of the common stock of New Parent), Cash or any combination thereof (with the amount of such Cash or such combination determined by reference to the market price of such common stock or such other securities); provided that such Indebtedness shall (a) not require any scheduled amortization or otherwise require payment of principal prior to, or have a scheduled maturity date, earlier than, one hundred eighty (180) days after the Maturity Date, (b) be unsecured, (c) not be guaranteed by any Subsidiary of New Parent, and (d) be on terms and conditions customary for Indebtedness of such type; provided further that (1) a certificate of New Parent as to the satisfaction of the conditions described in clause (d) delivered at least two (2) Business Days prior to the incurrence of such

Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of documentation relating thereto, stating that New Parent has determined in good faith that such terms and conditions satisfy the foregoing requirements of clause (d), shall be conclusive unless Agent notifies the Borrower within such two (2) Business Day period that Agent disagrees, in its commercially reasonable judgment, with such determination which notice shall include a description of the basis upon which Agent disagrees and (2) the Agent acknowledges that the terms and conditions of the convertible Indebtedness, drafts of the documentation of which have been provided to Agent, that the Company intends to issue substantially concurrently with the Third Amendment to Loan and Security Agreement on the Third Amendment Effective Date or the Fifth Amendment to Loan and Security Agreement on the Fifth Amendment Effective Date, as applicable, are customary for Indebtedness of such type.

"Permitted Indebtedness" means**:**

(a) Indebtedness of a Borrower in favor of Lender or Agent arising under this Agreement or any other Loan Document;

(b) Indebtedness existing on the Closing Date which is disclosed in Schedule 1A;

(c) Indebtedness to trade creditors incurred in the ordinary course of business;

(d) Subordinated Indebtedness;

(e) reimbursement obligations in connection with letters of credit that are secured by Cash and issued on behalf of a Borrower or a Subsidiary for real estate purposes in the ordinary course of business in an amount up to Two Million Dollars ($2,000,000), and otherwise in an amount not to exceed $1,000,000) at any time outstanding;

(f) Indebtedness incurred to finance the acquisition of (i) equipment to be used for the development, testing and manufacturing of products, or (ii) other equipment, provided that the aggregate principal amount of Indebtedness outstanding at any time to finance equipment other than as described in subclause (i) shall not exceed $500,000;

(g) Intercompany Indebtedness among Borrowers;

(h) Indebtedness incurred to finance insurance premiums in the ordinary course of business;

(i) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business;

(j) other unsecured Indebtedness in an amount not to exceed $500,000 at any time outstanding;

(k) Permitted Convertible Debt in an aggregate principal amount not to exceed $2,048,000,000 at any one time outstanding;

(l) extensions, refinancings and renewals of any Permitted Indebtedness described in clause (b) above, provided that the principal amount is not increased or the terms modified to impose materially more burdensome terms upon the applicable Borrower, as the case may be, and subject to any limitations on aggregate amount of Indebtedness of such type, to the extent described in one of the foregoing clauses of this defined term;

(m) unsecured Indebtedness of a Borrower or any of its Subsidiaries in connection with acquisitions permitted pursuant to clause (k) of Permitted Investments (i) consisting of earnouts or similar

deferred purchase price (including customary purchase price adjustments and modifications) or (ii) that is issued to a seller of assets or an entity acquired in an acquisition permitted hereunder, provided, that such obligations shall be subordinated to the Secured Obligations pursuant to subordination provisions reasonably satisfactory to Agent, in an aggregate amount of subclauses (i) and(ii) not to exceed $10,000,000 at any time outstanding;

(n) unsecured Indebtedness of a Subsidiary owed to New Parent or a wholly-owned Subsidiary, which Indebtedness shall (i) to the extent required by the Agent, be evidenced by promissory notes which shall be pledged to the Agent as Collateral for the Secured Obligations in accordance with the terms hereof, (ii) be subordinated to the Secured Obligations pursuant to an intercompany subordination agreements on terms reasonably acceptable to the Agent and (iii) be otherwise permitted hereunder;

(o) guarantees of the Borrowers in respect of Indebtedness of any Borrower to the extent permitted under Section 7.6;

(p) Indebtedness arising from a bank or other financial institution honoring a check, draft or similar instrument (other than resulting from any overdraft) in the ordinary course of business;

(q) Indebtedness incurred in respect of Cash Management Services, in each case, incurred in the ordinary course of business;

(r) Indebtedness arising under performance, payment, surety, customs, stay, bid or appeal bonds, performance and completion guaranties and similar instruments, in each case in the ordinary course of business and not in connection with any Indebtedness for borrowed money; provided that an aggregate amount of such Indebtedness shall not exceed $2,000,000 at any time outstanding;

(s) Indebtedness consisting of Contingent Obligations in connection with any equity exchange program involving the issuance of equity awards under New Parent's equity incentive plans; provided that any Cash payments made in connection with such Indebtedness shall be made pursuant to an Equity Cash Payment Transaction that satisfies the Equity Cash Payment Conditions; and

(t) unsecured Indebtedness of the Borrowers or any of their respective Subsidiaries.

"Permitted Investment" means:

(a) Investments existing on the Closing Date which are disclosed in Schedule 1B;

(b) (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one year from the date of acquisition thereof currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Services, (ii) commercial paper maturing no more than one year from the date of creation thereof and currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Services, (iii) certificates of deposit issued by any bank with assets of at least $500,000,000 maturing no more than one year from the date of investment therein, (iv) money market accounts, and (v) Investments permitted by Borrower's investment policy, provided that Agent has approved such investment policy in writing;

(c) Repurchases by New Parent of its Equity Interests issued to managers, advisory members, officers, employees, consultants, directors or other service providers of New Parent, or officers, employees, consultants or other consultants of any Platform Company who are acting in such capacity on behalf of New Parent of Equity Interests of New Parent, provided that the aggregate amount of such repurchases per fiscal year shall not exceed Two Million Dollars ($2,000,000) per fiscal year;

(d) Investments accepted in connection with Permitted Transfers;

(e) Investments received in connection with the bankruptcy or reorganization of a customer or supplier in the ordinary course of business;

(f) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions in the ordinary course of business in an aggregate amount outstanding not to exceed Five Million Dollars ($5,000,000) at any time;

(g) [Reserved];

(h) loans and advances to, or guarantees of Indebtedness of, employees, directors, officers, managers, consultants or independent contractors in the ordinary course of business in an amount not to exceed $500,000;

(i) Investments by any Borrower in another Borrower;

(j) Investments in Deposit Accounts, subject to compliance with Section 7.12 hereof;

(k) Investments consisting of (i) the ownership of Equity Interests of Platform Companies (whether as a result of a formation of a new Platform Company, the purchase of additional Equity Interests of a Platform Company, the formation of or contribution to a joint venture, or any other capital contribution to a Platform Company), (ii) loans to a Platform Company, (iii) the purchase of capital assets to be used for the development, testing and manufacturing products (whether such capital assets are to be held by a Borrower or to be contributed to a Platform Company), in each case, consistent in all material respects with Parent's practices as of the Closing Date, provided that no Borrower shall make Investments in any Platform Company that is in default with respect to Indebtedness in excess of $1,000,000, except for (x) Equity Cure Investments up to $5,000,000 for any given Platform Company and up to $25,000,000 in the aggregate for all Platform Companies, in each case, during the term of this Agreement, (y) to fund any mandatory legal and regulatory expenses of a Platform Company when due, or (z) as otherwise approved by Agent in writing;

(l) New Parent's entry into (including payments of premiums in connection therewith), and the performance of obligations under, any Permitted Bond Hedge Transactions and Permitted Warrant Transactions in accordance with their terms;

(m) Investments consisting of the leasing, licensing, sublicensing or contribution of Intellectual Property, in each case, on a nonexclusive basis and in the ordinary course of business or pursuant to non-exclusive joint marketing arrangements with other Persons;

(n) Investments consisting of purchases or acquisitions of inventory, supplies, materials and equipment or Permitted Acquisitions, in each case in the ordinary course of business;

(o) extensions of trade credit in the ordinary course of business by any Borrower;

(p) Investments in connection with the cash management operations of the Borrower and its Subsidiaries that constitute Permitted Indebtedness;

(q) Licenses described in clause (b) of the defined term "Permitted Transfer";

(r) guarantees of operating leases or of other obligations permitted under this Agreement that do not constitute Indebtedness, in each case, entered into by any Borrower in the ordinary course of business;

(s) Investments in joint ventures in the ordinary course of Borrower's business; provided that (i) all Equity Interests and other ownership interests held by Borrower in any such joint venture shall constitute Pledged Collateral, (ii) all representations and warranties set forth in Section 5.15 shall be true and correct with respect to such Pledged Collateral, (iii) (A) Borrower has taken all steps necessary to permit Agent to become a "transferee" under the relevant joint venture Organizational Documents and any other joint venture governing documents if Agent exercises its remedies with respect to such joint venture interest and (B) no other consent, approval, authorization or other order of any Person and no consent or authorization of any governmental authority or regulatory body is required to be made or obtained by Borrower either (x) for the pledge by Borrower of such Pledged Collateral pursuant to this Agreement or (y) for the exercise by Agent or Lenders of the voting or other rights provided for this Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement, except for those which have been obtained and (iv) the pledge, grant of a security interest in, and delivery of the such Pledged Collateral to Agent pursuant to this Agreement will create a valid first priority Lien on and in such Pledged Collateral;

(t) subject to satisfaction of the Equity Cash Payment Conditions, Investments consisting of the purchase, redemption or other acquisition of the common stock of New Parent;

(u) Investments constituting the cashless repurchase of common stock of New Parent deemed to occur upon the exercise of options, warrants or similar rights solely to the extent that shares of such stock represent a portion of the exercise price of such options, warrants or similar rights;

(v) Investments consisting of the exchange of Equity Interests of New Parent for the Equity Interests of an Affiliate in connection with a tender offer, in each case subject to the satisfaction of the Equity Cash Payment Conditions;

(w) Investments consisting of Contingent Obligations to the extent permitted in clause (s) of the defined term "Permitted Indebtedness"; and

(x) additional Investments that do not exceed $500,000 in the aggregate.

"Permitted Liens" means any and all of the following:

(a) Liens in favor of Agent or Lender;

(b) Liens existing on the Closing Date which are disclosed in Schedule 1C;

(c) Liens arising by operation of law in favor of materialmen, artisans, mechanics, carriers warehouseman, landlords and other Persons securing ordinary course obligations which are not yet delinquent and not in connection with borrowed money;

(d) Liens for Taxes, fees, assessments or other governmental charges or levies, either (i) not delinquent or (ii) being contested in good faith by appropriate proceedings, provided that Borrowers maintain adequate reserves therefor in accordance with GAAP;

(e) Liens arising from judgments, decrees or attachments (or appeal or other surety bonds related to such judgments) in circumstances which do not constitute an Event of Default hereunder;

(f) the following deposits, to the extent made in the ordinary course of business: deposits under worker's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than Liens

arising under ERISA or environmental Liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds;

(g) leasehold interests in leases or subleases and licenses granted in the ordinary course of business and not interfering in any material respect with the business of the licensor;

(h) Liens on equipment, software embedded in such equipment, and proceeds thereof, which (i) secure Permitted Indebtedness described in clause (e) of the defined term "Permitted Indebtedness" above, or (ii) exist at the time such equipment is acquired by a Borrower;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties that are promptly paid on or before the date they become due;

(j) Liens in connection with Indebtedness described in clause (h) of the defined term "Permitted Indebtedness", provided that such Lien is limited to insurance proceeds arising from the subject insurance policy and the unearned portion of premium payments, and provided that financed premium payments are paid when due;

(k) statutory and common law rights of set-off and other similar rights as to deposits of Cash and securities in favor of banks, other depository institutions and brokerage firms or securities intermediaries solely to secure payment of amounts due in the ordinary course of business in connection with the maintenance of Deposit Accounts or securities accounts;

(l) easements, servitudes, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business so long as they do not materially impair the value or marketability of the related property;

(m) Licenses described in clause (b) of the defined term "Permitted Transfer";

(n) (i) Liens on Cash securing obligations permitted in accordance with clause (e) of the defined term "Permitted Indebtedness" in an aggregate amount not to exceed the reimbursement obligation secured, and (ii) security deposits in connection with real property leases in an aggregate amount not to exceed $1,000,000 at any time;

(o) Liens incurred in connection with the extension, renewal or refinancing of the Indebtedness secured by Liens of the type described in clause (a) above; provided, that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereon) does not increase, and subject to any limitation with respect to the amount secured by such Lien of such type, to the extent described in one of the foregoing clauses of this defined term; and

(p) to the extent constituting Liens, restrictions arising under applicable securities laws as a result of any Borrower's any/or any Agent's or Lender's status as an "affiliate" and/or "insider" of the issuer of any Equity Interests constituting Collateral and/or the status of any Equity Interests constituting Collateral as "restricted securities" under Rule 144 promulgated under the United States Securities Act of 1933, as amended.

"Permitted Transfers" means:

(a) sales of Inventory in the ordinary course of business;

(b) (i) non-exclusive Licenses and similar arrangements for the use of Intellectual Property of in the ordinary course of business, (ii) Licenses to Platform Companies in the ordinary course of

business, (iii) Licenses that could not result in a legal transfer of title of the licensed property that may be exclusive in respects other than territory or may be exclusive as to territory but only as to discreet geographical areas outside of the United States of America in the ordinary course of business and (iv) other exclusive Licenses in the ordinary course of business; provided that (A) at any time (x) such License is in effect and (y) Borrower's Market Capitalization is less than $1,000,000,000, then Borrower shall maintain Qualified Cash in an aggregate amount of not less than $40,000,000 and (B) such License shall only be entered into with third parties on commercially reasonable terms.

(c) dispositions of worn-out, obsolete or surplus Equipment at fair market value in the ordinary course of business;

(d) use of Cash in the ordinary course of business in a manner not prohibited by the terms of this Agreement;

(e) dispositions by Borrower of Investments in Platform Companies in accordance with New Parent's Organizational Documents, subject to Section 2.4(b);

(f) transfers (i) among Borrowers, (ii) by a Subsidiary that is not a Borrower to a Borrower, (iii) of Permitted Investments by and to a Platform Company to and from a Borrower, (iv) of Licenses permitted to be transferred by and to a Platform Company pursuant to clause (b) above or (v) of assets other than Investments and Intellectual Property by and to a Platform Company to and from a Borrower in the ordinary course of business; and

(g) other transfers of assets having a fair market value of not more than $500,000 in the aggregate in any fiscal year.

"Permitted Warrant Transaction" means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) relating to New Parent's common stock (or other securities or property following a merger event or other change of the common stock of New Parent) and/or Cash (in an amount determined by reference to the price of such common stock) sold by New Parent substantially concurrently with any purchase by New Parent of a related Permitted Bond Hedge Transaction and as may be amended in accordance with its terms; provided that (x) that the terms, conditions and covenants of each such call option transaction are customary for agreements of such type, as determined by Lender in its commercially reasonable discretion and (y) such call option transaction would be classified as an equity instrument in accordance with GAAP; provided further that a certificate of New Parent as to the satisfaction of such requirement (described in the immediately preceding proviso) delivered at least two (2) Business Days prior to the entry into such transaction, together with a reasonably detailed description of the material terms, conditions and covenant of such transaction or drafts of documentation relating thereto, stating that New Parent has determined in good faith that such terms, conditions and covenants satisfy the foregoing requirement, shall be conclusive unless Agent notifies the Borrower within such two (2) Business Day period that Agent disagrees, in its commercially reasonable judgment, with such determination (which notice shall include a description of the basis upon which Agent disagrees).

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, other entity or government.

"PIK Deferral Period" has the meaning set forth in the Term Loan Cash Interest Rate definition.

"Platform Company" means any Operating Company in the life science sector and focused on the development and commercialization of products, and in which a Borrower has made an Investment (whether by capital contribution, the acquisition of the Equity Interests thereof or in connection with a joint venture, corporate collaboration or similar corporate structure) in accordance with the terms of this Agreement, its Organizational Documents and consistent in all material respect with past practices, including each Operating Company in which

Borrower maintains an Investment as of the Closing Date; provided that no Restricted Foreign Subsidiary shall constitute a Platform Company. Notwithstanding the foregoing or any other provision to the contrary, upon the effectiveness of any Joinder Agreements as required under Section 7.13(c), only PellePharm shall be considered a "Platform Company" under this Agreement and the other Loan Documents, and all other Subsidiaries upon the effectiveness of the Joinder Agreements as required under Section 7.13(c), shall be considered "Qualified Subsidiaries" under this Agreement and the other Loan Documents.

"Pledged Collateral" means:

(a) all Equity Interests now owned or hereafter acquired by a Borrower to the extent constituting Collateral;

(b) with respect to any limited liability company membership units or general or limited partnership interests now owned or hereafter acquired by a Borrower: (i) all payments or distributions whether in Cash, property or otherwise, at any time owing or payable to such Borrower on account of its interest as a member or partner, as the case may be, in any of the issuers of such Equity Interests or in the nature of a management or other fee paid or payable by any of such issuers to such Borrower; (ii) all of such Borrower's rights and interests under each of the Organizational Documents, including all voting and management rights and all rights to grant or withhold consents or approvals; (iii) all rights of access and inspection to and use of all books and records, including computer software and computer software programs, of each of such issuers; (iv) all other rights, interests, property or claims to which such Borrower may be entitled in its capacity as a partner or a member of any such issuer; and (v) all proceeds, income from, increases in and products of any of the foregoing, in each case subject to the terms of this Agreement;

(c) all additional Equity Interests from time to time acquired or formed by a Borrower in any manner (which additional Equity Interests shall be deemed to be part of the Pledged Collateral whether or not Schedule 5.15 has been updated in accordance this Agreement) to the extent constituting Collateral, and any certificates, if applicable, representing such additional Equity Interests;

(d) all rights and interests of a Borrower in respect of a joint venture; and

(e) all dividends, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests, in each case subject to the terms of this Agreement.

"Prepayment Charge" has the meaning assigned to such term in Section 2.4(a).

"Prepayment Charge Start Date" means, (a) with respect to any prepayment of any Tranche I Advance, Tranche II Advance, Tranche III Advance and Tranche IV Advance, the Sixth Amendment Effective Date and (b) with respect to all other Advances, the Advance Date of such Advance.

"Prepayment Event" means (i) any sale of Pledged Collateral to the extent Net Cash Proceeds exceed one million dollars ($1,000,000) in any fiscal year, (ii) the sale of a material portion of Collateral (other than Pledged Collateral) to the extent Net Cash Proceeds exceed one million dollars ($1,000,000) in any fiscal year, whether in a single transaction or series of related transactions, (iii) the sale by a Platform Company or any of its Subsidiaries of assets (including Intellectual Property) of such Platform Company or Subsidiary, to the extent the subject assets constitute all or a material part of the applicable Platform Company's assets, on a consolidated basis, (iv) the exclusive License by a Platform Company or its Subsidiary of its Intellectual Property (except to the extent exclusive only with respect to discrete geographic territories other than the United States) to the extent the subject Intellectual Property constitutes all or a material part of the applicable Platform Company's assets, determined on a consolidated basis, or (v) the repurchase or redemption of Pledged Collateral by a Platform Company.

"Products" means all products, software, service offerings, technical data or technology currently being designed, manufactured or sold by a Platform Company or any of its Subsidiaries or which a Platform Company or such Subsidiary intends to sell, license, or distribute in the future including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by a Platform Company since each of its formation.

"Publicity Materials" has the meaning set forth in Section 11.18.

"QED" means QED Therapeutics, Inc.

"Qualified Cash" means the amount of Borrower's unrestricted Cash held in accounts subject to an Account Control Agreement.

"Qualified Subsidiary" means (x) prior to the effectiveness of any Joinder Agreements as required under Section 7.13(c), any direct or indirect Non-Operating Subsidiary and (y) upon the effectiveness of any Joinder Agreements as required under Section 7.13(c), each Subsidiary other than PellePharm; provided that no Restricted Foreign Subsidiary shall constitute a Qualified Subsidiary.

"Receivables" means (i) all of each Borrower's Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, letters of credit, proceeds of any letter of credit, and Letter of Credit Rights, and (ii) all customer lists, software, and business records related thereto.

"Recipient" means Agent, Lender or any other recipient of any payment to be made by or on account of the Secured Obligations.

"Redemption Conditions" means, with respect to any redemption by New Parent of any Permitted Convertible Debt, satisfaction of each of the following events at the time of the issuance of the related redemption notice: (a) no Default or Event of Default shall exist or result therefrom, and (b) Borrower's Unrestricted Cash shall be no less than 150% of the outstanding Secured Obligations (after giving pro forma effect to the maximum potential consideration deliverable upon redemption or conversion of such Permitted Convertible Debt pursuant to the terms of such redemption notice).

"Register" has the meaning given to it in Section 11.7.

"Required Lenders" means at any time, the holders of more than 50% of the unpaid principal amount of the Term Loan Advance then outstanding.

"Restricted Foreign Subsidiary" means (a) any Subsidiary that is a controlled foreign corporation (as defined in Section 957 of the Code), (b) any Subsidiary, substantially all of the assets of which consist of equity interests and/or indebtedness in one or more entities that are treated as a controlled foreign corporation (as defined in Section 957 of the Code), or (c) any Subsidiary owned directly or indirectly by a Subsidiary described in clauses (a) or (b) of this definition; in each case, provided that (i) the pledge of all of the Equity Interests of such Subsidiary as Collateral, (ii) the guarantee by such Subsidiary of the Secured Obligations, or (iii) the execution of a Joinder Agreement by such Subsidiary, would result in material adverse tax consequences to the Borrower (as reasonably determined by the Borrower).

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member

state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"Second Amendment Effective Date" means May 17, 2019.

"Secured Obligations" means Borrowers' obligations under this Agreement and any Loan Document, including any obligation to pay any amount now owing or later arising, but excluding in all cases any warrant or other right to purchase Equity Interests of New Parent in connection with any Loan Document.

"Services Company" has the meaning given to such term in the preamble to this Agreement.

"Sixth Amendment Effective Date" means April 13, 2021.

"Subordinated Indebtedness" means Indebtedness subordinated to the Secured Obligations in amounts and on terms and conditions satisfactory to Agent in its reasonable discretion and subject to a subordination agreement in form and substance satisfactory to Agent in its reasonable discretion on customary deep subordination terms.

"Subsequent Financing" means the next equity offering of Parent or New Parent consummated after the Closing Date which (i) is broadly marketed or offered to multiple investors, and (ii) pursuant to which Parent or New Parent, as applicable, is offering to sell equity for an aggregate purchase price of at least Ten Million Dollars ($10,000,000).

"Subsidiary" means an entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which a Borrower owns or controls, directly or indirectly, 50% or more of the outstanding voting securities.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any governmental authority, including any interest, additions to tax or penalties applicable thereto.

"Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to Borrowers as set forth in Section 2.1.

"Term Loan Advance" means, individually or collectively, as the context may require, a Tranche I Advance, Tranche II Advance, Tranche III Advance, Tranche IV Advance, Tranche V Advance, Tranche VI Advance or the Discretionary Advance.

"Term Loan Cash Interest Rate" means, for any day a per annum rate of interest equal to

(a) in case of the Tranche I Advance, Tranche II Advance, Tranche III Advance, Tranche IV Advance, Tranche V Advance and Tranche VI Advance the greater of either (i) the "prime rate" as reported in The Wall Street Journal plus 4.40%, and (ii) 7.65%, and

(b) the interest rate applicable to the Discretionary Advance will be determined prior to the applicable Advance Date thereof.

New Parent, may elect, by prior written notice to Agent at least five (5) Business Days prior to the first Business Day of a month, to reduce the then effective per annum rates of interest applicable to the Tranche I Advance, Tranche II Advance, Tranche III Advance, Tranche IV Advance, Tranche V Advance, and Tranche VI Advance, respectively, by up to 1.50% (the amount of such reduction, the "Cash Interest Reduction Amount") for a period specified in such notice, provided that such period shall begin on the first Business Day of the next month and shall end on the last day of the third month or any subsequent month thereafter (the "PIK Deferral Period"), provided that after the expiration of the PIK Deferral Period, the reduction to the rates of interest applicable to the Tranche I Advance, Tranche II Advance, Tranche III Advance, Tranche IV Advance, Tranche V Advance, and Tranche VI Advance shall cease to apply. If during a PIK Deferral Period, New Parent, desires to terminate the PIK Deferral Period prior to the previously requested end date of the PIK Deferral Period, New Parent, may by written notice to Agent at least five (5) Business Days prior to the previously scheduled end date of the PIK Deferral Period, elect an earlier end date (which must be the last day of a month that is no earlier than the last day of the third month after the commencement of the PIK Deferral Period). If during a PIK Deferral Period, New Parent, desires to change the Cash Interest Reduction Amount, New Parent, may by written notice to Agent at least five (5) Business Days prior to the first Business Day of the month when such change is to take effect, elect a different Cash Interest Reduction Amount, provided that the Cash Interest Reduction Amount shall not be changed more frequently than once during any consecutive three (3) month period."Term Loan PIK Interest" has the meaning set forth in Section 2.1(c)(ii).

"Term Loan PIK Interest Rate" means, for any day a per annum rate of interest equal to (a) during any PIK Deferral Period, the Cash Interest Reduction Amount, multiplied by 1.2, and (b) otherwise, 0.00%.

"Term Note" means a Secured Term Promissory Note in substantially the form of Exhibit B.

"Third Amendment Effective Date" means March 2, 2020.

"Trademark License" means any written agreement granting any right to use any Trademark or Trademark registration, now owned or hereafter acquired by a Borrower or in which a Borrower now holds or hereafter acquires any interest.

"Trademarks" means all trademarks (registered, common law or otherwise) and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof or any other country or any political subdivision thereof.

"Tranche I Advance" has the meaning set forth in Section 2.1(a)(i).

"Tranche I Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to Borrowers in a principal amount not to exceed the amount set forth under the heading "Tranche I Term Commitment" opposite such Lender's name on Schedule 1.1.

"Tranche II Advance" has the meaning set forth in Section 2.1(a)(ii).

"Tranche II Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to Borrowers in a principal amount not to exceed the amount set forth under the heading "Tranche I Term Commitment" opposite such Lender's name on Schedule 1.1.

"Tranche III Advance" has the meaning set forth in Section 2.1(a)(iv).

"Tranche III Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to Borrowers in a principal amount not to exceed the amount set forth under the heading "Tranche III Term Commitment" opposite such Lender's name on Schedule 1.1.

"Tranche IV Advance" has the meaning set forth in Section 2.1(a)(v).

"Tranche IV Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to Borrowers in a principal amount not to exceed the amount set forth under the heading "Tranche IV Term Commitment" opposite such Lender's name on Schedule 1.1.

"Tranche V Advance" has the meaning set forth in Section 2.1(a)(vi).

"Tranche V Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to Borrowers in a principal amount not to exceed the amount set forth under the heading "Tranche IV Term Commitment" opposite such Lender's name on Schedule 1.1.

"Tranche VI Advance" has the meaning set forth in Section 2.1(a)(vii).

"Tranche VI Availability Period" means the period beginning on the Borrower's achievement of the Performance Milestone, and ending on the earliest to occur of (x) September 15, 2022 and (y) the occurrence and continuance of an Event of Default.

"Tranche VI Term Commitment" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to Borrowers in a principal amount not to exceed the amount set forth under the heading "Tranche IV Term Commitment" opposite such Lender's name on Schedule 1.1.

"UCC" means the Uniform Commercial Code as the same is, from time to time, in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Agent's Lien on any Collateral is governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then the term "UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"United States" and "U.S." mean the United States of America.

"Unrestricted Cash" means unrestricted Cash of Borrower maintained in one or more Controlled Accounts.

"U.S. Borrower" means any Borrower that is a U.S. Person.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning specified in Section 2.9(d).

"Withholding Agent" means any Borrower and Agent.

Unless otherwise specified, all references in this Agreement or any Annex or Schedule hereto to a "Section," "subsection," "Exhibit," "Annex," or "Schedule" shall refer to the corresponding Section, subsection, Exhibit, Annex, or Schedule in or to this Agreement. Unless otherwise specifically provided herein, any accounting term used in this Agreement or the other Loan Documents shall have the meaning customarily given such term in accordance with GAAP, and all financial computations hereunder shall be computed in accordance with GAAP, consistently applied. Unless otherwise defined herein or in the other Loan Documents, terms that are used herein or in the other Loan Documents and defined in the UCC shall have the meanings given to them in the UCC. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person

becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. For the avoidance of doubt, and without limitation of the foregoing, Permitted Convertible Debt shall at all times be valued at the full stated principal amount thereof and shall not include any reduction or appreciation in value of the shares deliverable upon conversion thereof.

SECTION 2. THE LOAN

2.1 Term Loan Advance.

(a) Term Commitments.

(i) *Tranche I Term Loan Advance*. Subject to the terms and conditions of this Agreement, Lender has made a Term Loan Advance in an original principal amount of $35,000,000 on the Closing Date (the "Tranche I Advance").

(ii) *Tranche II Term Loan Advance*. Subject to the terms and conditions of this Agreement, Lender will severally (and not jointly) make a Term Loan Advance in a principal amount not to exceed its respective Tranche II Term Commitment, and Borrowers agree to draw, a Term Loan Advance of $20,000,000 on the First Amendment Effective Date (the "Tranche II Advance").

(iii) [Reserved].

(iv) *Tranche III Term Loan Advance*. Subject to the terms and conditions of this Agreement, Lender will severally (and not jointly) make a Term Loan Advance in a principal amount not to exceed its respective Tranche III Term Commitment, and Borrowers agree to draw, a Term Loan Advance of $20,000,000 on or about the Second Amendment Effective Date but no later than May 17, 2019 (the "Tranche III Advance").

(v) *Tranche IV Term Loan Advance*. Subject to the terms and conditions of this Agreement, Lender will severally (and not jointly) make a Term Loan Advance in a principal amount not to exceed its respective Tranche IV Term Commitment, and Borrowers agree to draw a Term Loan Advance of $25,000,000 on the Sixth Amendment Effective Date, a portion of which will be used to repay all Indebtedness of Eidos under the Eidos Loan Agreement (the "Tranche IV Advance").

(vi) *Tranche V Term Loan Advance*. Subject to the terms and conditions of this Agreement, no later than June 15, 2022, Borrower may request and Lender may severally (and not jointly) make a Term Loan Advance in a principal amount not to exceed its respective Tranche V Term Commitment (the "Tranche V Advance").

(vii) *Tranche VI Term Loan Advance*. Subject to the terms and conditions of this Agreement, during the Tranche VI Availability Period, Borrower may request and Lender may

severally (and not jointly) make a Term Loan Advance in a principal amount not to exceed its respective Tranche VI Term Commitment (the "Tranche VI Advance").

(viii) *Discretionary Advance*. Subject to the terms and conditions of this Agreement and subject to Lender's approval in its sole and absolute discretion, no later than December 15, 2023, Lender may make a Term Loan Advance in an aggregate principal amount up to $75,000,000 (the "Discretionary Advance").

(b) Advance Request. Borrower shall complete, sign and deliver to Agent an Advance Request at least one (1) Business Day before the Advance Date of each Term Loan Advance. Lender shall fund the Term Loan Advance in the manner requested by the Advance Request provided that each of the conditions precedent to such Term Loan Advance is satisfied as of the respective Advance Date.

(c) Interest.

(i) Term Loan Cash Interest Rate. In addition to interest accrued pursuant to the Term Loan PIK Interest Rate, the principal balance (including, for the avoidance of doubt, any amount equal to the Term Loan PIK Interest added to principal pursuant to Section 2.1(c)(ii)) of each Term Loan Advance shall bear interest thereon from such Advance Date (or date such amount equal to the Term Loan PIK Interest is added to the principal) at the Term Loan Cash Interest Rate based on a year consisting of three hundred sixty (360) days, with interest computed daily based on the actual number of days elapsed. The Term Loan Cash Interest Rate will float and change on the day the "prime rate" as reported in the Wall Street Journal changes from time to time.

(ii) Term Loan PIK Interest Rate. In addition to interest accrued pursuant to the Term Loan Cash Interest Rate, to the extent New Parent, has initiated a PIK Deferral Period, the principal balance of each Term Loan Advance shall bear interest thereon from such Advance Date at the Term Loan PIK Interest Rate based on a year consisting of three hundred sixty (360) days, with interest computed daily based on the actual number of days elapsed (the "Term Loan PIK Interest"), which amount shall be added to the outstanding principal balance and so capitalized so as to increase the outstanding principal balance of such Term Loan Advance on each payment date for such Advance and which amount shall be payable when the principal amount of the applicable Advance is payable in accordance with Section 2.1(d).

(d) Payment. Borrowers will pay interest on the Term Loan Advance on the first Business Day of each month, beginning the month after the Advance Date continuing until the Amortization Date. Borrowers shall repay the principal balance of the Term Loan Advance that is outstanding on the day immediately preceding the Amortization Date, in equal monthly installments of principal and interest (mortgage style), based on a payment schedule of twenty-four (24) months, beginning on the Amortization Date and continuing on the first Business Day of each month thereafter. The entire principal balance of the Term Loan Advance and all accrued but unpaid interest hereunder, shall be due and payable on the Maturity Date. Borrowers shall make all payments under this Agreement without setoff, recoupment or deduction and regardless of any counterclaim or defense. Lender will initiate debit entries to New Parent's account as authorized on the ACH Authorization (i) on each payment date of all periodic obligations payable to Lender with respect to the Term Loan Advance and (ii) out-of-pocket legal fees and costs incurred by Agent or Lender in connection with Section 11.11 of this Agreement; provided that, with respect to clause (i) above, in the event that Lender or Agent informs Borrower Representative that Lender will not initiate a debit entry to such Borrower's account for a certain amount of the periodic obligations due on a specific payment date, Borrowers shall pay to Lender such amount of periodic obligations in full in immediately available funds on such payment date; provided, further, that, with respect to clause (i) above, if Lender or Agent informs Borrower Representative that Lender will not initiate a debit entry as described above later than the date that is three (3) Business Days prior to such payment date,

Borrowers shall pay to Lender such amount of periodic obligations in full in immediately available funds on the date that is three (3) Business Days after the date on which Lender or Agent notifies Borrower Representative thereof; provided, further, that, with respect to clause (ii) above, in the event that Lender or Agent informs Borrower Representative that Lender will not initiate a debit entry to a Borrower's account for specified out-of-pocket legal fees and costs incurred by Agent or Lender, Borrowers shall pay to Lender such amount in full in immediately available funds within three (3) Business Days.

2.2 Maximum Interest. Notwithstanding any provision in this Agreement or any other Loan Document, it is the parties' intent not to contract for, charge or receive interest at a rate that is greater than the maximum rate permissible by law that a court of competent jurisdiction shall deem applicable hereto (which under the laws of the State of California shall be deemed to be the laws relating to permissible rates of interest on commercial loans) (the "Maximum Rate"). If a court of competent jurisdiction shall finally determine that Borrowers have actually paid to Lender an amount of interest in excess of the amount that would have been payable if all of the Secured Obligations had at all times borne interest at the Maximum Rate, then such excess interest actually paid by Borrowers shall be applied as follows: first, to the payment of the Secured Obligations consisting of the outstanding principal; second, after all principal is repaid, to the payment of Lender's accrued interest, costs, expenses, professional fees and any other Secured Obligations; and third, after all Secured Obligations are repaid, the excess (if any) shall be refunded to Borrowers.

2.3 Default Interest. In the event any payment is not paid on the scheduled payment date (except if due solely to an administrative or operational error of Agent or Lender or New Parent's bank if Borrowers had the funds to make the payment when due), an amount equal to four percent (4%) of the past due amount shall be payable on demand. In addition, upon the occurrence and during the continuation of an Event of Default hereunder, all Secured Obligations, including principal, interest, compounded interest, and professional fees, shall bear interest at a rate per annum equal to the rate set forth in Section 2.1(c), plus four percent (4%) per annum. In the event any interest is not paid when due hereunder, delinquent interest shall be added to principal and shall bear interest on interest, compounded at the rate set forth in Section 2.1(c) or Section 2.3, as applicable.

2.4 Prepayment.

(a) Optional Prepayment. At its option upon at least five (5) Business Days prior written notice to Agent, Borrowers may prepay all or a portion of the outstanding Advance by paying principal, all accrued and unpaid interest thereon, together with a prepayment charge equal to the following percentage of the principal amount being prepaid: if the prepayment is made on or prior to the sixth month anniversary of the applicable Prepayment Charge Start Date, 0.5%; and after the six month anniversary of the applicable Prepayment Charge Start Date, 0.0% (each, a "Prepayment Charge"), provided that each prepayment shall be in a minimum amount of $5,000,000 or, if less, the remaining outstanding principal amount of the Advance. Borrowers agree that the Prepayment Charge is a reasonable calculation of Lender's lost profits in view of the difficulties and impracticality of determining actual damages resulting from an early repayment of the Advance or any portion thereof. Borrowers shall prepay the outstanding amount of all principal and accrued interest through the prepayment date and the Prepayment Charge upon the occurrence of a Change in Control. Notwithstanding the foregoing, Agent and Lender agree to waive the Prepayment Charge, (x) if Agent and Lender (in its sole and absolute discretion) agree in writing to refinance the Advance prior to the Maturity Date, and (y) with respect to the Tranche I Advance, the Tranche II Advance and the Tranche III Advance.

(b) Mandatory Prepayment. Within five (5) Business Days of receipt of any Net Cash Proceeds from a Prepayment Event, Borrowers shall at Agent's election in its sole and absolute discretion, prepay the outstanding Advance by paying up to 75% of such Net Cash Proceeds. For the avoidance of doubt, no Prepayment Charge or charge pursuant to Section 2.5 shall apply to a prepayment in accordance with this Section 2.4(b). Notwithstanding the foregoing, Net Cash Proceeds received at the closing of a sale of Parent's Equity Interests of PellePharm, Inc. prior to December 31, 2018 shall not be required to be applied to the prepayment of the Secured Obligations as long as such Net Cash Proceeds are used by Parent

for its ordinary course operations and investment activities pursuant to the terms of this Agreement or to make tax distributions to Parent and/or New Parent as permitted pursuant to Section 7.7.

2.5 End of Term Charges.

(b) On the earlier to occur of (i) November 1, 2023, (ii) the date that Borrowers prepay the outstanding Secured Obligations (other than any inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) in full or in part (in case of a prepayment pursuant to Section 2.4(a)) or (iii) the date that the Secured Obligations become due and payable in full pursuant to the terms of this Agreement, Borrowers shall pay Lender a charge (each, an "End of Term Charge A") equal to (A) in case of a partial prepayment pursuant to Section 2.4(a), (x) 6.35% of any principal prepayment in respect of the Tranche I Advance, (y) 5.75% of any principal prepayment in respect of Tranche II Advance, and (z) 5.75% of any principal prepayment in respect of the Tranche III Advance, and (B) in connection with the payment in full of the outstanding Secured Obligations, a charge in an amount equal to the sum (x) of $2,222,500, in respect of the Tranche I Advance, (y) $1,150,000, in respect of the Tranche II Advance, and (z) $1,150,000, in respect of the Tranche III Advance, less any charges paid prior to such date pursuant to the foregoing clause (A) in connection with partial prepayments.

(c) On the earliest to occur of (i) the Maturity Date, the date that Borrowers prepay the outstanding Secured Obligations (other than any inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) in full or in part (in case of a prepayment pursuant to Section 2.4(a)) or (ii) the date that the Secured Obligations become due and payable in full pursuant to the terms of this Agreement, Borrowers shall pay Lender a charge (each, an "End of Term Charge B") equal to: (A) 0.50% of any principal repayment of a Term Loan Advance if such repayment is made on or prior to the sixth month anniversary of the Sixth Amendment Effective Date, (B) 0.95% of any principal repayment of a Term Loan Advance if such repayment is made after the sixth month anniversary of the Sixth Amendment Effective Date through and including the one year anniversary of the Sixth Amendment Effective Date, (C) 2.25% of any principal repayment of a Term Loan Advance if such repayment is made after the one year anniversary of the Sixth Amendment Effective Date through and including the second year anniversary of the Sixth Amendment Effective Date, (D) 3.15% of any principal repayment of a Term Loan Advance if such repayment is made after the second year anniversary of the Sixth Amendment Effective Date through and including the third year anniversary of the Sixth Amendment Effective Date, (E) 4.15% of any principal repayment of a Term Loan Advance if such repayment is made after the third year anniversary of the Sixth Amendment Effective Date through and including the fourth year anniversary of the Sixth Amendment Effective Date and (F) 4.95% of any principal repayment of a Term Loan Advance if such repayment is made after the fourth year anniversary of the Sixth Amendment Effective Date.

(d) On the earliest to occur of (i) October 2, 2023, (ii) the Maturity Date, the date that Borrowers prepay the outstanding Secured Obligations (other than any inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) in full, or (iii) the date that the Secured Obligations become due and payable in full pursuant to the terms of this Agreement, Borrowers shall pay Lender a charge ("End of Term Charge C"; together with End of Term Charge A and End of Term Charge B, the "End of Term Charges") equal to $520,625.

Notwithstanding the required payment date of any such End of Term Charges in this Section 2.5, such charges shall be deemed earned by Lender as of the Closing Date.

2.6 Due Diligence Fee. The Due Diligence Fee has been paid by Borrowers prior to the Closing Date.

2.7 Notes. If so requested by Lender by written notice to Borrower Representative, then Borrowers shall execute and deliver to Lender (and/or, if applicable and if so specified in such notice, to any

Person who is an assignee of Lender pursuant to Section 11.13) (promptly after Borrower Representative's receipt of such notice) a Term Note or Term Notes to evidence Lender's Loans.

2.8 Pro Rata Treatment; Application of Payments. Each payment (including prepayment) on account of any fee and any reduction of the Term Loan Advance shall be made pro rata according to the Term Commitments of the relevant Lender. The Term Loan Advance shall be made pro rata according to the Term Commitments of the relevant Lender. Lender has the exclusive right to determine the order and manner in which all payments with respect to the Secured Obligations may be applied. No Borrower shall have a right to specify the order or the accounts to which Lender shall allocate or apply any payments made by a Borrower to Lender or otherwise received by Lender under this Agreement when any such allocation or application is not expressly specified elsewhere in this Agreement.

2.9 Taxes.

(e) Withholding. Any and all payments by or on account of any obligation of any Borrower under any Loan Document will be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires a Withholding Agent to make any withholding or deduction of any Tax from any such payment, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law and, to the extent such Tax is an Indemnified Tax, then the sum payable by Borrowers hereunder shall be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, Agent or Lender, as applicable receives an amount equal to the sum which it would have received had no such withholding or deduction been made. The applicable Borrower will, upon request, furnish Agent with proof reasonably satisfactory to Agent indicating that such Borrower has made such withholding payment.

i. Payment of Other Taxes by Borrowers. Borrowers shall timely pay to the relevant governmental authority in accordance with applicable law, or at the option of Agent timely reimburse it for the payment of, any Other Taxes.

ii. Indemnification by Borrowers. Borrowers shall indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant governmental authority; provided that Borrowers shall not be obligated to compensate any Recipient pursuant to this Section in respect of penalties, interest or other liabilities attributable to any Indemnified Taxes, if such penalties, interest and other liabilities result solely from the gross negligence or willful misconduct of such Lender, the Agent or their Affiliates. A certificate as to the amount of such payment or liability delivered to Borrower Representative by a Lender (with a copy to Agent), or by Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

iii. Status of Lenders.

1. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to Borrower Representative and Agent, at the time or times reasonably requested by a Borrower or Agent, such properly completed and executed documentation reasonably requested by such Borrower or Agent as will permit such payments

to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by a Borrower or Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by such Borrower or Agent as will enable such Borrower or Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (d)(ii)(A), (ii)(B) and (ii)(D) of this Section) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(i) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Borrower,

a. any Lender that is a U.S. Person shall deliver to Borrower Representative and Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of any Borrower or Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

b. any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower Representative and Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of any Borrower or Agent), whichever of the following is applicable:

i. in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

ii. executed copies of IRS Form W-8ECI;

iii. in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to any Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

iv. to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

c. any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower Representative and Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a party to this Agreement (and from time to time thereafter upon the reasonable request of any Borrower or Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit any Borrower or Agent to determine the withholding or deduction required to be made; and

d. if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to Borrower Representative and Agent at the time or times prescribed by law and at such time or times reasonably requested by any Borrower or Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by any Borrower or Agent as may be necessary for Borrowers and Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower Representative and Agent in writing of its legal inability to do so.

(b) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant governmental authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (e) (plus any penalties, interest or other charges imposed by the relevant governmental

authority) in the event that such indemnified party is required to repay such refund to such governmental authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(f) Survival. Each party's obligations under this Section shall survive the resignation or replacement of Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Term Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

2.10 Treatment of Prepayment Charge and End of Term Charges. Borrower agrees that any Prepayment Charge and any End of Term Charges payable shall be presumed to be the liquidated damages sustained by each Lender as the result of the early termination, and Borrower agrees that it is reasonable under the circumstances currently existing and existing as of the Closing Date. The Prepayment Charge and the End of Term Charges shall also be payable in the event the Secured Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure, or by any other means. Borrower expressly waives (to the fullest extent it may lawfully do so) the provisions of any present or future statute or law that prohibits or may prohibit the collection of the foregoing Prepayment Charge and End of Term Charges in connection with any such acceleration. Borrower agrees (to the fullest extent that each may lawfully do so): (a) each of the Prepayment Charge and the End of Term Charge is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (b) each of the Prepayment Charge and the End of Term Charges shall be payable notwithstanding the then prevailing market rates at the time payment is made; (c) there has been a course of conduct between the Lenders and Borrower giving specific consideration in this transaction for such agreement to pay the Prepayment Charge and the End of Term Charges as a charge (and not interest) in the event of prepayment or acceleration; and (d) Borrower shall be estopped from claiming differently than as agreed to in this paragraph. Borrower expressly acknowledges that their agreement to pay each of the Prepayment Charge and the End of Term Charges to the Lenders as herein described was on the Closing Date and continues to be a material inducement to the Lenders to provide the Term Loan Advances.

SECTION 3. SECURITY INTEREST

3.1 Grant of Security Interest. As security for the prompt and complete payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, each Borrower grants to Agent a security interest in all of Borrower's right, title, and interest in, to and under all of Borrower's personal property and other assets including without limitation the following (except as set forth herein) whether now owned or hereafter acquired (collectively, the "Collateral"): (a) Receivables; (b) Equipment; (c) Fixtures; (d) General Intangibles; (e) Inventory; (f) Investment Property; (g) Deposit Accounts; (h) Cash; (i) Goods; and all other tangible and intangible personal property of Borrower whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Borrower and wherever located, and any of Borrowers' property in the possession or under the control of Agent; and, to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

3.2 Excluded Collateral. Notwithstanding the broad grant of the security interest set forth in Section 3.1, above, the Collateral shall not include (a) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of

the UCC) or Pledged Collateral consisting of Equity Interests, if pursuant to the terms of the applicable Equity Documents, a pledge of such Equity Interests would be prohibited or void or would require the consent of or waiver by the applicable Platform Company, provided further, that upon the lapse of such prohibition or such consent or waiver being provided with respect to any license or contract, such license, contract or Equity Interests shall automatically be included in the Collateral, (b) any property which is subject to a capital lease, purchase money Lien or similar equipment financing permitted under this Agreement, but only to the extent and for as long as a Lien in favor of Agent would be prohibited by the terms of the related equipment financing agreement or would result in a termination thereof, and provided further, that upon the termination of such prohibition, such property shall automatically be deemed included in the Collateral, (c) any trademark application filed on an "intent-to-use" basis until the earlier of the filing of a statement of use with respect thereto or the issuance of a registration therefor, and (d) Excluded Accounts. In addition, in the event any change in the U.S. tax laws would cause a pledge of some or all of the outstanding Equity Interests of a Restricted Foreign Subsidiary of New Parent to result in material adverse tax consequences to the Borrower (as reasonably determined by the Borrower), the Collateral shall automatically and without further action required by, and without notice to, any Person exclude such Equity Interests of such Restricted Foreign Subsidiary in excess of the maximum percentage of the outstanding Equity Interests of such Restricted Foreign Subsidiary that may be pledged without causing such adverse tax consequences.

3.3 Pledged Collateral.

(a) Each Borrower hereby pledges, collaterally assigns and grants to Agent a security interest in the Pledged Collateral, as security for the performance of the Secured Obligations. Each Borrower irrevocably waives any and all of its rights under provisions of any Organizational Documents of any Subsidiary which is a limited liability company or limited partnership, and under the laws under which such Subsidiary has been organized, to the extent Borrower has the legal capacity to do so and that such waiver is permitted, that would operate to (a) prohibit, restrict, condition or otherwise adversely affect the pledge hereunder or any enforcement action which may be taken in respect of this pledge or (b) otherwise conflict with the terms of this Section 3.3. Each Borrower of which Equity Interests consisting of limited liability company or limited partnership interests constitute Pledged Collateral hereby irrevocably consents to the grant of the security interest provided for herein and to Agent or its nominee becoming a member or limited or general partner, as applicable, in such limited liability company or limited partnership, as applicable (including succeeding to any management rights appurtenant thereto), in connection with the exercise of remedies pursuant to Section 10; provided that such successor member or partner, as applicable, then agrees in writing to be bound by, and a party to, the applicable Organizational Document pursuant to the terms therein.

(b) Except as otherwise expressly provided in this Agreement, any sums or other property paid or distributed upon or with respect to any of the Pledged Collateral, whether by dividend or redemption or upon the liquidation or dissolution or recapitalization or reclassification of the capital of any issuer of the applicable Equity Interests or otherwise, shall, be paid over and delivered to Agent to be held by Agent as security for the payment in full in Cash of all of the Secured Obligations, in each case, to the extent constituting Net Cash Proceeds. All payments received by a Borrower shall, until paid or delivered to Agent, be held in trust for Agent, as security for the payment and performance in full of all of the Secured Obligations, and when paid, shall be deposited into a Controlled Account.

(c) So long as no Event of Default shall have occurred and be continuing and at Agent's written direction to the contrary, each Borrower shall be entitled to receive all cash dividends and distributions paid in respect of Pledged Collateral owned by it, and, prior to any acceleration pursuant to Section 10.1 hereof and any election by Agent of any remedies pursuant to Section 10.2 hereof, each Borrower shall be entitled to vote any Equity Interests owned by it and to give consents, waivers and ratifications in respect of Pledged Collateral; provided, however, that no vote shall be cast or consent, waiver or ratification given by any Borrower if the effect thereof would materially impair respect Agent's rights with respect to the enforcement of its Lien on the Pledged Collateral or be inconsistent with or result in any

violation of any of the provisions of this Agreement or any of the Loan Documents. All rights of any Borrower to receive cash dividends and distributions with respect to Pledged Collateral owned by such Borrower, and, at Agent's option, upon notice by Agent to the applicable Borrower, all right to vote and give consents, waivers and ratifications with respect to such Pledged Collateral, shall terminate upon the occurrence and during the continuation of an Event of Default.

3.4 Release; Agreements by Agent with respect to Pledged Collateral.

The security interest granted pursuant to this Agreement shall be automatically released (a) with respect to all Collateral upon the payment in full in cash of all Secured Obligations in accordance with this Agreement (other than inchoate indemnity obligations and any other obligations which, by their terms survive the termination of this Agreement), (b) with respect to any Pledged Collateral that is the subject of a sale or other disposition described in clause (e) of the defined term "Permitted Transfers", upon the consummation of such transaction, or (c) if otherwise approved, authorized or ratified in writing by Agent in its sole discretion. Upon such release, Agent shall, upon the reasonable request and at the sole cost and expense of Borrowers, assign, transfer and deliver to Borrowers, against receipt and without recourse to or warranty by Agent, except as to the fact that Agent does not continue to encumber the released assets, such Collateral or any part thereof, which shall be released in accordance with customary documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the release of such Collateral. Agent agrees, on behalf of itself and Lender, that if any Platform Company is consummating an initial public offering of its stock or any relevant follow on offering, that Agent shall enter into lockup or similar agreements reasonably requested by Borrower or any underwriter with respect to Agent's exercise of remedies with respect to the Pledged Collateral constituting Equity Interests the Platform Company that is the issuer in such offering, in each case at the sole cost and expense of Borrower.

SECTION 4. CONDITIONS PRECEDENT TO LOAN

The obligations of Lender to make the Loan hereunder are subject to the satisfaction by Borrowers of the following conditions:

4.1 Initial Advance. On or prior to the Closing Date, Borrowers shall have delivered to Agent the following:

(a) duly executed copies of the following, in form and substance acceptable to Agent:

(i) this Agreement;

(ii) the completed ACH Authorization;

(iii) Account Control Agreements with respect to all Deposit Accounts and any accounts where Investment Property is maintained, as required by Section 7.12 hereof;

(iv) a duly executed certificate of an officer of each Borrower certifying and attaching copies of (A) the Charter, certified as of a recent date by the jurisdiction of organization of such Borrower as in effect as of the Closing Date; (B) the bylaws, operating agreement or similar governing document of such Borrower, as in effect as of the Closing Date; (C) resolutions of such Borrower's Board evidencing approval of the Loan and other transactions contemplated by the Loan Documents, as in effect as of the Closing Date; (D) resolutions of the holders of such Borrower's Equity Interests in connection with the transactions contemplated by this Agreement as in effect as of the Closing Date, to the extent required by the applicable Organizational Documents; and (E) a schedule setting forth the name, title and specimen signature of officers or other authorized signers on behalf of each Borrower;

(v) a duly executed certificate of an officer of Parent certifying and attaching copies of (A) the Charter, certified as of a recent date by the jurisdiction of organization of each Platform Company, as in effect as of the Closing Date; (B) the bylaws, operating agreement or similar governing document of each Platform Company; (C) copies of all Equity Documents in effect as of the Closing Date; and (D) a summary capitalization table of each Platform Company;

(vi) a legal opinion of Borrowers' counsel;

(vii) any other Loan Documents; and

(viii) all other documents and instruments reasonably required by Agent to effectuate the transactions contemplated hereby or to create and perfect the Liens of Agent with respect to all Collateral.

(b) all originals certificates evidencing Pledged Collateral pledged pursuant to Section 3.3, together with any transfer powers or other instruments of transfer, in form and substance acceptable to Agent;

(c) copies of all consents, waivers, notices and other documents set forth on Schedule 5.15(ii);

(d) a certificate of good standing for each Borrower from its jurisdiction of organization and similar certificates from all other jurisdictions in which it does business and where the failure to be qualified could have a Material Adverse Effect;

(e) payment of the Facility Charge and reimbursement of Agent's and Lender's current expenses reimbursable pursuant to this Agreement, which amounts may be deducted from the initial Advance;

(f) all certificates of insurance, endorsements, and copies of each insurance policy required pursuant to Section 6.2; and

(g) such other documents as Agent may reasonably request.

Notwithstanding the foregoing, to the extent any of the above closing conditions is set forth on Schedule 7.19, Borrowers may deliver the same when required to be delivered pursuant to Schedule 7.19.

4.2 All Advances. On the Advance Date:

(a) Agent shall have received (i) an Advance Request for the relevant Advance as required by Section 2.1(b), duly executed by Borrower Representative's Chief Executive Officer or Chief Financial Officer, and (ii) any other documents Agent may reasonably request.

(b) Agent shall have received the applicable Facility Charge with respect to such Advance.

(c) The representations and warranties set forth in this Agreement shall be true and correct in all material respects on and as of the Advance Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(d) At the time of and immediately after such Advance no Event of Default shall have occurred and be continuing.

(e) Each Advance Request shall be deemed to constitute a representation and warranty by Borrowers on the relevant Advance Date as to the matters specified in subsections (b) and (c) of this Section 4.2 and as to the matters set forth in the Advance Request.

4.3 No Default. As of the Closing Date and each Advance Date, (i) no fact or condition exists that could (or could reasonably be expected to, with the passage of time, the giving of notice, or both) constitute an Event of Default and (ii) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BORROWERS

Borrowers represent and warrant that:

5.1 Organizational Status. Each Borrower is duly organized, legally existing and in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation, limited liability company or partnership, as the case may be, in all jurisdictions in which the nature of its business or location of its properties require such qualifications and where the failure to be qualified could reasonably be expected to have a Material Adverse Effect. Each Borrower's present name, former names (if any), locations, place of formation, tax identification number, organizational identification number and other information are correctly set forth in Exhibit C, or as such Borrower has subsequently notified Agent after the Closing Date in accordance with this Agreement (including in any Compliance Certificate).

5.2 Collateral. Each Borrower owns the Collateral free of all Liens, except for Permitted Liens. Each Borrower has the power and authority to grant to Agent a Lien in the Collateral as security for the Secured Obligations.

5.3 Consents. Each Borrower's execution, delivery and performance of this Agreement and all other Loan Documents, (i) have been duly authorized by all necessary action in accordance with Borrower's Organizational Documents, (ii) will not result in the creation or imposition of any Lien upon the Collateral, other than Permitted Liens and the Liens created by this Agreement and the other Loan Documents, (iii) do not violate any provisions of (A) a Borrower's Organizational Documents, or (B) any, law, regulation, order, injunction, judgment, decree or writ to which a Borrower is subject and which violation would have a Material Adverse Effect and (iv) do not violate any contract or agreement or require the consent or approval of any other Person which has not already been obtained if such violation or failure to obtain consent or approval would have a Material Adverse Effect. The individual or individuals executing the Loan Documents are duly authorized to do so.

5.4 Material Adverse Effect. Since the Closing Date, no event that has had or would reasonably be expected to have a Material Adverse Effect has occurred and is continuing.

5.5 Actions Before Governmental Authorities. There are no actions, suits or proceedings at law or in equity or by or before any governmental authority now pending or, to the knowledge of a Borrower, threatened against or affecting a Borrower or its property, that is reasonably expected to result in a Material Adverse Effect.

5.6 Laws.

(a) Neither any Borrower nor any of its Subsidiaries is in violation of any law, rule or regulation, or in default with respect to any judgment, writ, injunction or decree of any governmental authority, where such violation or default is reasonably expected to result in a Material Adverse Effect. No Borrower is in default in any material respect in any manner under any provision of any agreement or instrument evidencing material Indebtedness, or any other material agreement to which it is a party or by which it is bound.

(b) No Borrower is required to be registered as an "investment company" within the meaning of the Investment Company Act based on (i) Section 3(a)(1)(C) of the Investment Company Act, (ii) Rule 3a-1 promulgated under the Investment Company Act or (iii) certain other exemptions or exceptions from registration under the Investment Company Act, other than Sections 3(c)(1) or 3(c)(7) of the Investment Company Act. No Borrower nor any of its Subsidiaries is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Each Borrower and each of its Subsidiaries has complied in all material respects with the Federal Fair Labor Standards Act. No Borrower nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005. No Borrower's nor any of its Subsidiaries' properties or assets has been used by any Borrower or such Subsidiary or, to any Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than in material compliance with applicable laws. Each Borrower and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary to continue their respective businesses as currently conducted.

(c) None of Borrowers, any of its Subsidiaries or, to Borrower's knowledge, any of Borrowers' or its Subsidiaries' Affiliates or any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is (i) in violation of any Anti-Terrorism Law, (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, or (iii) is a Blocked Person. None of Borrowers, any of its Subsidiaries, or to the knowledge of any Borrower any Affiliates or agents, acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (y) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law. None of the funds to be provided under this Agreement will be used, directly or indirectly, (a) for any activities in violation of any applicable anti-money laundering, economic sanctions and anti-bribery laws and regulations laws and regulations or (b) for any payment to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.7 Information Correct and Current. No information, report, Advance Request, financial statement, exhibit or schedule furnished, by or on behalf of Borrowers to Agent in connection with any Loan Document or included therein or delivered pursuant thereto contained, or, when taken as a whole, contains or will contain any material misstatement of fact or, when taken together with all other such information or documents, omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not materially misleading at the time such statement was made or deemed made. Additionally, any and all financial or business projections provided by a Borrower to Agent, whether prior to or after the Closing Date, shall be (i) provided in good faith and based on the most current data and information available to Borrowers, and (ii) the most current of such projections provided to New Parent's Board, provided that it is understood that the projections are based on assumptions made in good faith but are subject to significant uncertainties and contingencies and that actual results may differ significantly and no assurances are provided by Borrower for any projections made or given.

5.8 Tax Matters. Except to the extent contested in good faith with adequate reserves under GAAP, (a) each Borrower has filed all material federal and state income tax returns and other tax returns that it is required to file, (b) each Borrower has duly paid or fully reserved for all federal and state income Taxes and other material Taxes or installments thereof (including any interest or penalties) as and when due, which have or may become due pursuant to such returns, and (c) each Borrower has paid or fully reserved

for any material Tax assessment received by such Borrower for the three (3) years preceding the Fourth Amendment Effective Date, if any (including any material Taxes being contested in good faith and by appropriate proceedings).

5.9 Intellectual Property Claims. To Borrowers' knowledge, each Platform Company is the sole owner of, or otherwise has the right to use, the Intellectual Property material to such Platform Company's business. To Borrowers' knowledge, each of the material Copyrights, Trademarks and Patents is valid and enforceable, no material part of the Intellectual Property of a Platform Company has been judged invalid or unenforceable, in whole or in part, and no claim has been made to a Borrower or, to Borrower's knowledge, to a Platform Company, that any material part of the Intellectual Property of a Platform Company violates the rights of any third party. Exhibit D is a true, correct and complete list of all registered Trademarks, Copyrights, Patents of each Borrower, Qualified Subsidiary and, to the best of Borrower's knowledge, each Platform Company, together with application or registration numbers, as applicable, and of all material agreements under which a Borrower, Qualified Subsidiary or Platform Company licenses Intellectual Property from third parties (other than shrink-wrap software licenses or software licenses available in the ordinary course of business), in each case as of the Closing Date. No Borrower, Qualified Subsidiary or, to Borrowers' knowledge, no Platform Company is in material breach of, nor has such Person failed to perform any material obligations under, any material contracts, licenses or agreements and, to Borrowers' knowledge, no third party to any such contract, license or agreement is in material breach thereof or has failed to perform any material obligations thereunder.

5.10 Intellectual Property. To Borrowers' knowledge, each Platform Company has all material rights with respect to Intellectual Property necessary or material in the operation or conduct of such Person's business as currently conducted and proposed to be conducted. Without limiting the generality of the foregoing, and in the case of licenses, except for restrictions that are unenforceable under Division 9 of the UCC, to Borrowers' knowledge, each Platform Companies have the right, to the extent required to operate such Platform Company's business, to freely transfer, license or assign Intellectual Property necessary or material in the operation or conduct of such Platform Company's business as currently conducted and proposed to be conducted, without condition, restriction or payment of any kind (other than license payments in the ordinary course of business) to any third party, and, to Borrowers' knowledge, each Platform Company owns or has the right to use, pursuant to valid licenses, all software development tools, library functions, compilers and all other third-party software and other items that are material to such Platform Company's business and used in the design, development, promotion, sale, license, manufacture, import, export, use or distribution of Products except customary covenants in inbound license agreements and equipment leases where a Platform Company is the licensee or lessee.

5.11 Products. No material Intellectual Property owned by a Borrower, Qualified Subsidiary or, to Borrowers' knowledge, Platform Company or Product has been or is subject to any actual or, to the knowledge of any Borrower, threatened litigation, proceeding (including any proceeding in the United States Patent and Trademark Office or any corresponding foreign office or agency) or outstanding decree, order, judgment, settlement agreement or stipulation that restricts in any manner the use, transfer or licensing thereof by the owner thereof or that may affect the validity, use or enforceability thereof. There is no decree, order, judgment, agreement, stipulation, arbitral award or other provision entered into in connection with any litigation or proceeding that obligates any Borrower, Qualified Subsidiary or, to Borrowers' knowledge, Platform Company to grant licenses or ownership interest in any future material Intellectual Property related to the operation or conduct of the business of any Borrower, Qualified Subsidiary or Platform Company or to any Products. Except as disclosed on Schedule 5.11, no Borrower or, to Borrowers' knowledge, Platform Company has received any written notice or claim, or, to the knowledge of any Borrower, oral notice or claim, challenging or questioning any Borrower's, Qualified Subsidiary's or Platform Company's ownership in any material Intellectual Property (or written notice of any claim challenging or questioning the ownership in any licensed Intellectual Property of the owner thereof) or suggesting that any third party has any claim of legal or beneficial ownership with respect thereto nor, to any Borrower's knowledge, is there a reasonable basis for any such claim. Neither any use by any Borrower, Qualified Subsidiary or, to Borrowers' knowledge, by Platform Company, of its respective material Intellectual Property nor the

production and sale of Products infringes in any material respect on the Intellectual Property or other rights of others.

5.12 Financial Accounts. Exhibit E, as may be updated by Borrowers in a written notice provided to Agent after the Closing Date, is a true, correct and complete list of (a) all banks and other financial institutions at which a Borrower or any Qualified Subsidiary maintains Deposit Accounts and (b) all institutions at which a Borrower or any Qualified Subsidiary maintains an account holding Investment Property, and such exhibit correctly identifies the name and address of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor.

5.13 Employee Loans. Other than loans constituting Permitted Investments, no Borrower has any outstanding loans to any employee, officer, manager or director of a Borrower, nor has a Borrower guaranteed the payment of any loan made to an employee, officer, manager or director of such Borrower by a third party.

5.14 Capitalization and Subsidiaries. Parent's capitalization as of the Closing Date is set forth on Schedule 5.14 annexed hereto. As of the Closing Date, no Equity Interests of a Qualified Subsidiary or a Platform Company are owned by a Borrower indirectly through a Subsidiary of such Borrower. No Borrower owns any stock, partnership interest or other securities of any Person, except for Permitted Investments.

5.15 Pledged Collateral; Instruments. All Equity Interests constituting Pledged Collateral are validly issued, fully paid and non-assessable in all material respects. The execution, delivery and performance thereof and the pledge of and granting of a security interest in the Pledged Collateral under this Agreement do not contravene any provision of the Organizational Documents of the issuer of such Equity Interests. All certificates representing a Borrower's interest in Pledged Collateral have been delivered to Agent, together with duly executed transfer powers or other appropriate instruments of transfer (each in form and substance satisfactory to Agent), duly executed in blank by the applicable Borrower. As of the Closing Date, Schedule 5.15 sets forth (i) a true and accurate schedule of all Pledged Collateral and all Instruments owned by Borrowers, and (ii) a complete and accurate list of all consents, waivers, amendment or modification or other action to be taken in connection with the grant of the security interest pursuant to the terms of this Agreement in the Pledged Collateral.

5.16 Restricted Foreign Subsidiary Voting Rights. No decision or action in any governing document of any Restricted Foreign Subsidiary requires a vote of greater than 50.1% of the Equity Interests or voting rights of such Restricted Foreign Subsidiary.

SECTION 6. INSURANCE; INDEMNIFICATION

6.1 Coverage. Each Borrower shall cause to be carried and maintained commercial general liability insurance, on an occurrence form, against risks customarily insured against in Borrowers' line of business. Such risks shall include the risks of bodily injury, including death, property damage, personal injury, advertising injury, and contractual liability per the terms of the indemnification agreement found in Section 6.3. Borrowers must maintain a minimum of $2,000,000 of commercial general liability insurance for each occurrence. Borrowers have and agree to maintain a minimum of $2,000,000 of directors' and officers' insurance for each occurrence and $5,000,000 in the aggregate. So long as there are any Secured Obligations outstanding, Borrowers shall also cause to be carried and maintained insurance upon the business and assets of Borrower and each of its Subsidiaries, insuring against all risks of physical loss or damage howsoever caused, in an amount not less than the full replacement cost of the Collateral, provided that such insurance may be subject to standard exceptions and deductibles.

6.2 Certificates. Borrowers shall deliver to Agent certificates of insurance that evidence Borrowers' compliance with its insurance obligations in Section 6.1 and the obligations contained in this Section 6.2. Borrowers' insurance certificate shall state Agent (shown as "Hercules Capital, Inc.", as "Agent") is an additional insured for commercial general liability, a lender loss payee for all risk property damage insurance, subject to the insurer's approval, and promptly following any purchase of new or replacement insurance, Borrower shall deliver to Agent certificates of insurance showing Agent as additional insured and a lender loss payee for property insurance and additional insured for liability insurance for any future insurance that Borrowers may acquire from such insurer. Attached to the certificates of insurance will be additional insured endorsements for liability and lender's loss payable endorsements for all risk property damage insurance. All certificates of insurance will provide for a minimum of thirty (30) days advance written notice to Agent of cancellation (other than cancellation for non-payment of premiums, for which ten (10) days' advance written notice shall be sufficient) or any other change adverse to Agent's interests. Any failure of Agent to scrutinize such insurance certificates for compliance is not a waiver of any of Agent's rights, all of which are reserved. At Agent's reasonable request, Borrowers shall provide Agent with copies of each insurance policy, and upon entering or amending any insurance policy required hereunder, Borrowers shall provide Agent with copies of such policies and shall promptly deliver to Agent updated insurance certificates with respect to such policies.

6.3 Indemnity. Borrowers agree to indemnify and hold Agent, Lender and their officers, directors, employees, agents, in-house attorneys, representatives and shareholders (each, an "Indemnified Person") harmless from and against any and all claims, costs, expenses, damages and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort, including strict liability in tort), including reasonable attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal) (collectively, "Liabilities"), that may be instituted or asserted against or incurred by such Indemnified Person as the result of credit having been extended, suspended or terminated under this Agreement and the other Loan Documents or the administration of such credit, or in connection with or arising out of the transactions contemplated hereunder and thereunder, or any actions or failures to act in connection therewith, or arising out of the disposition or utilization of the Collateral, excluding in all cases Liabilities to the extent resulting solely from any Indemnified Person's gross negligence or willful misconduct. In no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential or punitive damages (including any loss of profits, business or anticipated savings). This Section 6.3 shall survive the repayment of indebtedness under, and otherwise shall survive the expiration or other termination of, the Loan Agreement, in each case subject to the applicable statute of limitations. Furthermore, this Section 6.3 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

SECTION 7. COVENANTS OF BORROWERS

Each Borrower agrees as follows:

7.1 Financial Reports. Borrower Representative shall furnish to Agent the financial statements and reports listed hereinafter (the "Financial Statements"):

(a) if Borrower's Market Capitalization is less than Seven Hundred Million Dollars ($700,000,000) as of the last day of any calendar month, as soon as practicable after the end of each month (and in any event within forty-five (45) days of such month (sixty (60) days for the months ending March, June, September and December)), unaudited interim and year-to-date financial statements of each Borrower as of the end of such month, including balance sheet and related statements of income and cash flows, all certified by Borrower Representative's Chief Executive Officer or Chief Financial Officer to the effect that they have been prepared in accordance with GAAP, (i) except for the absence of footnotes, (ii) subject to normal year-end adjustments, and (iii) except for certain non-cash items that are customarily included in quarterly and annual financial statements;

(b) (i) as soon as practicable (and in any event within sixty (60) days or for any fiscal quarter with respect to which a later time period as may be provided by the SEC pursuant to any releases and extensions thereof in connection with reporting delays caused by COVID-19) after the end of each calendar quarter, unaudited interim and year-to-date financial statements as of the end of such calendar quarter, including balance sheet and related statements of income and cash flows certified by Borrower Representative's Chief Executive Officer or Chief Financial Officer to the effect that they have been prepared in accordance with GAAP, (A) except for the absence of footnotes, and (B) subject to normal year-end adjustments; and (ii) if Parent changes its accounting practices to perform a quarterly fair value analysis of its Equity Interests, copies of such valuations when completed, if any; and

(c) as soon as practicable (and in any event within one hundred eighty (180) days) after the end of each fiscal year, unqualified audited financial statements (other than a as going concern qualification), prepared on a consolidated basis, including balance sheet and related statements of income and cash flows, and setting forth in comparative form the corresponding figures for the preceding fiscal year, certified by a firm of independent certified public accountants selected by Borrowers and reasonably acceptable to Agent, provided that to the extent not required by the Board of New Parent, audited financial statements shall not be required;

(d) (i) if Borrower's Market Capitalization is less than Seven Hundred Million Dollars ($700,000,000) as soon as practicable (and in any event within forty-five (45) days or sixty (60) days for the months ending March, June, September and December) after the end of each calendar month in which financial statements are delivered pursuant to Section 7.1(a) and (ii) if Borrower's Market Capitalization is more than Seven Hundred Million Dollars ($700,000,000) as soon as practicable (and in any event within sixty (60) days) after the end of each calendar quarter in which financial statements are delivered pursuant to Section 7.1(b), a Compliance Certificate in the form of Exhibit F;

(e) promptly after the filing thereof, copies of any regular, periodic and special reports or registration statements that New Parent files with the Securities and Exchange Commission or any governmental authority that may be substituted therefor, or any national securities exchange;

(f) at the same time and in the same manner as provided to the members of the Board, (i) a report of any new Investments (by a Borrower or otherwise) made in Platform Companies, (ii) copies of all notices, minutes, consents and other materials that New Parent provides to the members of its Board in connection with meetings of the Board, and (iii) within 30 days after each such meeting, minutes of such meeting, provided that in all cases New Parent may exclude (w) any information that constitutes non-financial trade secrets or non-financial proprietary information, (x) confidential compensation information, (y) any information or materials referred to in clauses (ii) and (iii) that are confidential, and (z) any information or materials referred to in clauses (i) through (iii) that are subject to attorney-client or similar privilege, constitute attorney work product or would potentially create a conflict of interest with Agent or Lender;

(g) financial and business projections and budget promptly following their approval by New Parent's Board, and in any event, within ninety (90) days after the end of New Parent's fiscal year and promptly after any material update to such projections or budget is approved by New Parent's Board, in each case as well as any other budgets, operating plans and other financial information or information with respect to the Collateral or the Platform Companies as may be reasonably requested by Agent;

(h) within twenty (20) Business Days of the acquisition of Collateral consisting of Equity Interests or Instruments, notification thereof, together with such originals and other documents as required pursuant to Section 7.18;

(i) within ten (10) Business Days of (i) the formation of a new Platform Company, (ii) any material amendment, restatement, supplement or other modification of or to any Organizational Document

of a Platform Company, and (iii) the entering into of any new material Equity Documents with respect to a Platform Company's Equity Interests, any material amendment, restatement, supplement or other modification of or to any such Equity Document, copies of such Organizational Documents, Equity Documents or applicable amendment, restatement, supplement or modification, as the case may be;

(j) together with the quarterly financial statements, copies of any loan documents entered into by a Platform Company or any Subsidiary thereof with respect to secured Indebtedness for borrowed money of a Platform Company or such Subsidiary, and any material amendment or other modification thereto, in each case to the extent permitted by law or contract;

(k) promptly after any material amendment, restatement, supplement or other modification to or of any Organizational Document or Equity Document of a Borrower or Qualified Subsidiary, a copy thereof;

(l) within five (5) Business Day of the occurrence of a Prepayment Event, a notification thereof, together with a description of such Prepayment Event, copies of such documents entered into in connection with the transaction giving rise to the Prepayment Event as Agent may reasonably request and calculations in form reasonably acceptable to Agent of the amount of Net Cash Proceeds, if any, arising from such Prepayment Event;

(m) promptly upon any legal process in an amount greater than $2,000,000 affecting the Collateral, a notification thereof;

(n) within three (3) Business Days of the occurrence of any Event of Default, a notification thereof; and

(o) promptly (and in any event within three (3) Business Days), notice if a Borrower or any Subsidiary has knowledge that a Borrower, or any Subsidiary or Affiliate of a Borrower, is listed on the OFAC Lists or (a) is convicted of, (b) pleads *nolo contendere* to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

Notwithstanding the foregoing, documents required to be delivered under this Article 7 may be delivered electronically and shall be deemed delivered when Borrower posts a link to such publicly disclosed documents on its website.

No Borrower shall make any change in its (a) accounting policies or reporting practices other than to the extent required or otherwise contemplated by GAAP or other applicable regulatory requirements, or (b) fiscal years or fiscal quarters. The fiscal year of each Borrower shall end on December 31.

The executed Compliance Certificate may be sent via email to Agent at legal@herculestech.com with a copy to hbhalla@htgc.com and nshah@htgc.com. All Financial Statements required to be delivered pursuant to clauses (a), (b) and (c) shall be sent via e-mail to financialstatements@herculestech.com with a copy to legal@herculestech.com with a copy to hbhalla@htgc.com; and nshah@htgc.com, provided, that if e-mail is not available or sending such Financial Statements via e-mail is not possible, they shall be faxed to Agent at: (650) 473-9194, attention Account Manager: BridgeBio Pharma LLC.

7.2 Management Rights. Borrowers shall permit any representative that Agent or Lender authorizes, including its attorneys and accountants, to inspect the Collateral and examine and make copies and abstracts of the books of account and records of such Borrowers at reasonable times and upon reasonable notice during normal business hours; provided, however, that so long as no Event of Default has occurred and is continuing, such examinations shall be limited to no more often than twice per fiscal year. In addition, any such representative shall have the right to meet with management and officers of such Borrowers to discuss such books of account and records at reasonable times and upon reasonable notice. In addition, Agent or Lender shall be entitled at reasonable times and intervals to consult with and advise the management and officers of such Borrowers concerning significant business issues affecting such

Borrowers. Such consultations shall not unreasonably interfere with such Borrowers' business operations. The parties intend that the rights under this paragraph shall permit Agent or Lender solely the right to provide advice or recommendations and not be deemed to give Agent or Lender any right to exercise control or any rights of operations with respect to Borrower or its business.

7.3 Further Assurances. Each Borrower shall from time to time execute, deliver and file, alone or with Agent, any financing statements, security agreements, collateral assignments, notices, control agreements, or other documents to perfect or give the highest priority to Agent's Lien on the Collateral. Each Borrower shall from time to time procure any instruments or documents as may be reasonably requested by Agent, and take all further action that may be necessary, or that Agent may reasonably request, to perfect and protect the Liens granted hereby and thereby. In addition, and for such purposes only, each Borrower hereby authorizes Agent to execute and deliver on behalf of such Borrower and to file such financing statements (including an indication that the financing statement covers "all assets or all personal property" of such Borrower in accordance with Section 9-504 of the UCC), and each Borrower hereby authorizes Agent, at any time during the existence of an Event of Default, to execute and deliver on behalf of such Borrower any collateral assignments, notices, control agreements, security agreements and other documents without the signature of such Borrower either in Agent's name or in the name of Agent as agent and attorney-in-fact for such Borrower if such Borrower does not deliver the same within three (3) Business Days of Agent's request. Each Borrower shall protect and defend such Borrower's title to the Collateral and Agent's Lien thereon against all Persons claiming any interest adverse to such Borrower or Agent other than Permitted Liens.

7.4 Indebtedness. No Borrower shall create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on any Borrower an obligation to prepay any Indebtedness, except for (a) the conversion of Indebtedness into equity securities and the payment of Cash in lieu of fractional shares in connection with such conversion, (b) with respect to purchase money Indebtedness permitted hereunder to the extent the outright purchase of such equipment would constitute an Investment in a capital asset that is permitted, (c) the foregoing to the extent refinanced with similar Permitted Indebtedness, (d) Indebtedness to the extent permitted pursuant to the terms of any subordination or intercreditor agreement executed by Agent, or (e) as otherwise permitted hereunder or approved in writing by Agent.

Notwithstanding anything to the contrary in the foregoing, the issuance of, performance of obligations under (including any payments of interest), and conversion, exercise, repurchase, redemption (including, for the avoidance of doubt, a redemption of Permitted Convertible Debt upon satisfaction of a condition, if any, related to the stock price of New Parent's common stock set forth in the indenture (or other agreement) governing the Permitted Convertible Debt), settlement or early termination or cancellation of (whether in whole or in part and including by netting or set-off) (in each case, whether in Cash, common stock of New Parent, Permitted Convertible Debt or, following a merger event or other change of the common stock of New Parent, other securities or property), or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Convertible Debt shall not constitute a prepayment of Indebtedness by New Parent for the purposes of this Section 7.4; provided that, New Parent shall not be permitted to issue a redemption notice in respect of Permitted Convertible Debt unless the Redemption Conditions are satisfied at the time of the issuance of such redemption notice; provided further that, notwithstanding the foregoing, the Redemption Conditions shall not apply to any redemption notice pursuant to which New Parent elects to settle (or settles) conversions in connection with such redemption with (i) common stock of New Parent (or other securities or property following a merger event or other change of the common stock of New Parent), (ii) proceeds from the Term Loan Advances and/or any convertible debt so long as the amount of such redemption does not exceed the aggregate outstanding balance of the Term Loan Advances or (iii) Cash in lieu of fractional shares; provided further that, to the extent both (a) the aggregate amount of Cash payable upon conversion or payment of any Permitted Convertible Debt (excluding any required payment of interest with respect to such Permitted Convertible Debt and excluding any payment of Cash in lieu of a fractional share due upon conversion thereof) exceeds the aggregate principal amount thereof and (b) such conversion or payment does not trigger or correspond to an exercise or

early unwind or settlement of a corresponding portion of the Permitted Bond Hedge Transactions relating to such Permitted Convertible Debt (including, for the avoidance of doubt, the case where there is no Permitted Bond Hedge Transaction relating to such Permitted Convertible Debt), the payment of such excess Cash shall not be permitted by the preceding sentence, unless the Cash Settlement Conditions are satisfied at the time of the delivery of the conversion consideration.

7.5 Liens. Each Borrower shall at all times keep the Collateral and all other property and assets used in Borrowers' business or in which such Borrower now or hereafter holds any interest free and clear from any Liens whatsoever (except for Permitted Liens). No Borrower shall agree with any Person other than Agent or Lender not to encumber the Collateral, other than pursuant to Permitted Indebtedness and except for restrictions on the granting of Liens (other than Permitted Liens and the Liens pursuant to the Loan Documents) in a Borrower's Organizational Documents.

7.6 Investments. No Borrower shall, directly or indirectly acquire or own, or make any Investment in or to any Person other than Permitted Investments.

Notwithstanding the foregoing, and for the avoidance of doubt, this Section 7.6 shall not prohibit the conversion by holders of (including any payment upon conversion, whether in Cash, common stock or a combination thereof), or required payment of any principal or premium on (including, for the avoidance of doubt, in respect of a redemption of Permitted Convertible Debt upon satisfaction of a condition, if any, related to the stock price of New Parent's common stock set forth in the indenture (or other agreement) governing the Permitted Convertible Debt) or required payment of any interest with respect to, any Permitted Convertible Debt in each case, in accordance with the terms of the indenture (or other agreement) governing such Permitted Convertible Debt; provided that, New Parent shall not be permitted to issue a redemption notice in respect of Permitted Convertible Debt unless the Redemption Conditions are satisfied at the time of the issuance of such redemption notice; provided further that, notwithstanding the foregoing, the Redemption Conditions shall not apply to any redemption notice pursuant to which New Parent elects to settle (or settles) conversions in connection with such redemption with (i) common stock of New Parent (or other securities or property following a merger event or other change of the common stock of New Parent), (ii) proceeds from the Term Loan Advances and/or any convertible debt so long as the amount of such redemption does not exceed the aggregate outstanding balance of the Term Loan Advances or (iii) Cash in lieu of fractional shares; provided further that, to the extent both (a) the aggregate amount of Cash payable upon conversion or payment of any Permitted Convertible Debt (excluding any required payment of interest with respect to such Permitted Convertible Debt and excluding any payment of cash in lieu of a fractional share due upon conversion thereof) exceeds the aggregate principal amount thereof and (b) such conversion or payment does not trigger or correspond to an exercise or early unwind or settlement of a corresponding portion of the Permitted Bond Hedge Transactions relating to such Permitted Convertible Debt (including, for the avoidance of doubt, the case where there is no Permitted Bond Hedge Transaction relating to such Permitted Convertible Debt), the payment of such excess Cash shall not be permitted by the preceding sentence, unless the Cash Settlement Conditions are satisfied at the time of the delivery of the conversion consideration.

Notwithstanding the foregoing, New Parent may repurchase, exchange or induce the conversion of Permitted Convertible Debt by delivery of shares of New Parent's common stock and/or a different series of Permitted Convertible Debt and/or by payment of Cash (in an amount that does not exceed the proceeds received by New Parent from the substantially concurrent issuance of shares of New Parent's common stock and/or Permitted Convertible Debt plus the net cash proceeds, if any, received by New Parent pursuant to the related exercise or early unwind or termination of the related Permitted Bond Hedge Transactions and Permitted Warrant Transactions, if any, pursuant to the immediately following proviso); provided that, for the avoidance of doubt, New Parent may exercise or unwind or terminate early (whether in Cash, shares or any combination thereof) the portion of the Permitted Bond Hedge Transactions and Permitted Warrant Transactions, if any, corresponding to such Permitted Convertible Debt that are so repurchased, exchanged or converted.

Notwithstanding the foregoing, New Parent may repurchase its common stock with a portion of the proceeds from the sale of Permitted Convertible Debt.

7.7 Distributions. No Borrower shall (a) repurchase or redeem any class of stock or other Equity Interest of Borrower or a Qualified Subsidiary other than repurchases described in clauses (c), (t), and (u) of the defined term "Permitted Investments"; (b) declare or pay any cash dividend or make a cash distribution on any class of stock or other Equity Interest, except for (i) distributions of Net Cash Proceeds, to the extent Agent shall have waived the application of any portion of such Net Cash Proceeds to the mandatory prepayment and to the extent Agent has consented to the distribution in respect of any portion of such Net Cash Proceeds to Parent's members, (ii) distributions of proceeds received by Parent from an initial public offering of Parent's common stock on a recognized national or international exchange, (iii) payments and distributions to Parent and/or New Parent, on or prior to each estimated tax payment date as well as each other applicable due date, in an amount that permits the payment of any Tax liabilities (including estimated Taxes) of New Parent, Parent and its Subsidiaries during the relevant period, including any Tax liabilities of any consolidated, affiliated, or unitary group of which New Parent, Parent or any of its Subsidiaries are a member (including a consolidated group within the meaning of Section 1504 of the Code), (iv) any payments made by a Borrower to New Parent pursuant to the Board-approved tax sharing agreement between New Parent and such Borrower in effect as of the Fourth Amendment Effective Date, or (v) subject to satisfaction of the Equity Cash Payment Conditions, any payments made by New Parent related to a tender offer as permitted in accordance with any equity exchange program involving the issuance of equity awards under New Parent's equity incentive plans; (c) lend money to any employees, officers, managers or directors or guarantee the payment of any such loans granted by a third party in excess of $500,000 in the aggregate; or (d) waive, release or forgive any Indebtedness owed by any employees, officers, managers or directors in excess of $250,000 in the aggregate.

Notwithstanding the foregoing, and for the avoidance of doubt, this Section 7.7 shall not prohibit (i) the conversion by holders of (including any Cash payment upon conversion), or required payment of any principal or premium on (including, for the avoidance of doubt, in respect of a redemption of Permitted Convertible Debt upon satisfaction of a condition, if any, related to the stock price of New Parent's common stock set forth in the indenture (or other agreement) governing the Permitted Convertible Debt) or required payment of any interest with respect to, any Permitted Convertible Debt in each case, in accordance with the terms of the indenture (or other agreement) governing such Permitted Convertible Debt; provided that, New Parent shall not be permitted to issue a redemption notice in respect of Permitted Convertible Debt unless the Redemption Conditions are satisfied at the time of the issuance of such redemption notice; provided further that, notwithstanding the foregoing, the Redemption Conditions shall not apply to any redemption notice pursuant to which New Parent elects to settle (or settles) conversions in connection with such redemption with (i) common stock of New Parent (or other securities or property following a merger event or other change of the common stock of New Parent), (ii) proceeds from the Term Loan Advances and/or any convertible debt so long as the amount of such redemption does not exceed the aggregate outstanding balance of the Term Loan Advances or (iii) Cash in lieu of fractional shares; provided further that, to the extent both (a) the aggregate amount of Cash payable upon conversion or payment of any Permitted Convertible Debt (excluding any required payment of interest with respect to such Permitted Convertible Debt and excluding any payment of Cash in lieu of a fractional share due upon conversion thereof) exceeds the aggregate principal amount thereof and (b) such conversion or payment does not trigger or correspond to an exercise or early unwind or settlement of a corresponding portion of the Permitted Bond Hedge Transactions relating to such Permitted Convertible Debt (including, for the avoidance of doubt, the case where there is no Permitted Bond Hedge Transaction relating to such Permitted Convertible Debt), the payment of such excess Cash shall not be permitted by this clause (i), unless the Cash Settlement Conditions are satisfied at the time of the delivery of the conversion consideration, or (ii) the entry into (including the payment of premiums in connection therewith) or any required payment with respect to, or required early unwind or settlement of, any Permitted Bond Hedge Transaction or Permitted Warrant Transaction, in each case, in accordance with the terms of the agreement governing such Permitted Bond Hedge Transaction or Permitted Warrant Transaction; provided that, to the extent Cash is required to be paid under a Permitted Warrant Transaction as a result of the election of "cash settlement" (or substantially equivalent term) as the "settlement method" (or substantially equivalent term) thereunder by New Parent (or its Affiliate) (including in connection with the exercise and/or early unwind or settlement thereof), the payment of such Cash shall

not be permitted by this clause (ii), unless the Cash Payment Conditions are satisfied at the time of the payment.

Notwithstanding the foregoing, New Parent may repurchase, exchange or induce the conversion of Permitted Convertible Debt by delivery of shares of New Parent's common stock and/or a different series of Permitted Convertible Debt and/or by payment of Cash (in an amount that does not exceed the proceeds received by New Parent from the substantially concurrent issuance of shares of New Parent's common stock and/or Permitted Convertible Debt plus the net Cash proceeds, if any, received by Borrower pursuant to the related exercise or early unwind or termination of the related Permitted Bond Hedge Transactions and Permitted Warrant Transactions, if any, pursuant to the immediately following proviso); provided that, for the avoidance of doubt, New Parent may exercise or unwind or terminate early (whether in Cash, shares or any combination thereof) the portion of the Permitted Bond Hedge Transactions and Permitted Warrant Transactions, if any, corresponding to such Permitted Convertible Debt that are so repurchased, exchanged or converted.

Notwithstanding the foregoing, New Parent may repurchase its common stock with a portion of the proceeds from the sale of Permitted Convertible Debt.

7.8 Transfers. Except for Permitted Transfers, no Borrower shall voluntarily or involuntarily transfer, sell, lease, license, lend or in any other manner convey any equitable, beneficial or legal interest in any material portion of its assets.

7.9 Mergers or Acquisitions. No Borrower shall merge or consolidate with or into any other Person, except (i) that any Subsidiary of a Borrower may merge with, consolidate with or into, dissolve or liquidated into a Borrower, provided, that such Borrower shall be the continuing or surviving entity and all actions reasonably required by Agent, including actions required to maintain perfected Liens on the Equity Interests of the surviving entity and other Pledged Collateral in favor of Agent shall have been completed in accordance with the terms of this Agreement, provided, further, that such Borrower must be the continuing or surviving entity and (ii) any Borrower may merge with, consolidate with or into, dissolve or liquidated into another Borrower.

7.10 Taxes. Each Borrower and each Qualified Subsidiary shall pay when due all material Taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed or assessed against a Borrower or the Collateral or upon a Borrower's ownership, possession, use, operation or disposition thereof or upon a Borrower's rents, receipts or earnings arising therefrom, unless the same are being contested in good faith and by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by such Borrower or such Qualified Subsidiary. Each Borrower shall file on or before the due date therefor all material personal property Tax returns in respect of the Collateral.

7.11 Certain Changes. No Borrower shall:

(a) suffer a Change in Control;

(b) change its jurisdiction of organization, organizational form or legal name without twenty (20) days' prior written notice to Agent;

(c) relocate its chief executive office or its principal place of business unless: (i) it has provided prior written notice to Agent; and (ii) such relocation shall be within the continental United States of America;

(d) amend, restate, supplement or otherwise modify the terms of the Organizational Documents of a Borrower or Qualified Subsidiary if the effect of such change could be expected to be materially adverse to the interests of Agent or Lender; or

(e) suffer any Investments in Equity Interests of a Platform Company to be held, directly or indirectly by a Subsidiary of New Parent that is not organized under the laws of the United States or any state or territory thereof.

7.12 Deposit Accounts. No Borrower shall maintain any Deposit Accounts, or accounts holding Investment Property, except for Excluded Accounts and accounts with respect to which Agent has an Account Control Agreement, provided, that Borrowers shall have sixty (60) days following the establishment or acquisition of any new Deposit Account or account holding Investment Property (other than Excluded Accounts) to enter into and cause each applicable depository or securities intermediary to enter into, an Account Control Agreement.

7.13 Qualified Subsidiaries; Platform Companies.

- Borrower Representative shall, within thirty (30) days of formation, cause any Qualified Subsidiary to execute and deliver to Agent a Joinder Agreement. Prior to the execution and delivery of a Joinder Agreement, Borrowers shall cause any Qualified Subsidiary to comply with the terms of this Agreement applicable to Borrowers.

(a) No Borrower shall suffer the Organizational Documents of any Platform Company or any Qualified Subsidiary, or any of its Equity Document to contain any provision, unless waived, which would restrict, delay or condition the grant of the security interest in the Pledged Collateral as set forth in this Agreement or the exercise of any remedy with respect to the Pledged Collateral, including, without limitation, the exercise of voting rights by Agent or the disposition of the Pledged Collateral after the occurrence and during the continuation of an Event of Default.

(b) Notwithstanding anything to the contrary herein, if Borrowers (x)(i) at any time, draw equal to or more than an aggregate principal amount of $130,000,000 of Term Loan Advances and (ii) fail, at any such time, to maintain Qualified Cash in an amount of not less than $75,000,000 or (y) at any time, draw equal to or more than an aggregate principal amount of $170,000,000 of Term Loan Advances, Borrower Representative shall, within sixty (60) days, cause any Qualified Subsidiary which was not previously a Qualified Subsidiary to execute and deliver to Agent a Joinder Agreement and take all steps reasonably requested by Agent with respect to such Joinder Agreement and the granting of security thereunder, including, without limitation, providing deliverables for each Qualified Subsidiary comparable to those provided on the Closing Date with respect to the Borrowers on the Closing Date, including deliverables of the type described in Section 4.1.

7.14 Use of Proceeds. Each Borrower agrees that the proceeds of the Loans shall be used solely to repay existing Indebtedness (including, without limitation, Indebtedness of Eidos under the Eidos Loan Agreement), pay related fees and expenses in connection with this Agreement and for working capital and general business purposes, including, without limitation, Investments in Platform Companies, repurchases of common stock of New Parent or repurchases or redemptions of Permitted Convertible Debt. The proceeds of the Loans will not be used in violation of Anti-Corruption Laws or applicable Sanctions.

7.15 Compliance with Laws.

(a) Each Borrower shall maintain compliance in all material respect with all applicable laws, rules or regulations, and shall, or cause its Subsidiaries to, obtain and maintain all required governmental authorizations, approvals, licenses, franchises, permits or registrations reasonably necessary in connection with the conduct of Borrowers' business; and no Borrower shall become an "investment company" or a company controlled by an "investment company", under the Investment Company Act.

(b) No Borrower shall, nor shall a Borrower permit any controlled Affiliate to, directly or indirectly, knowingly enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists. No Borrower shall (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 or any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law, nor shall a Borrower knowingly permit any controlled Affiliate to, directly or indirectly do any of the foregoing.

(c) Each Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by a Borrower, and their respective directors, officers, managers, employees, and agents with Anti-Corruption Laws and applicable Sanctions, and each Borrower, and their respective officers and employees and to the knowledge of each Borrower its directors, managers and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects.

(d) None of Borrowers, or any of their respective directors, officers, managers or employees, or to the knowledge of Borrowers, any agent for Borrowers that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Loan, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

7.16 Intellectual Property. Each Borrower shall (i) protect, defend and maintain the validity and enforceability of its Intellectual Property necessary for its continued operations; (ii) promptly advise Agent in writing of material infringements of material Intellectual Property of a Borrower; and Borrower shall use commercially reasonable efforts to prevent any Intellectual Property material to Borrowers' business from being abandoned, forfeited or dedicated to the public. If a Borrower (i) obtains any Patent, registered Trademark, registered Copyright, registered mask work, or any pending application for any of the foregoing, whether as owner, licensee or otherwise, or (ii) applies for any Patent or the registration of any Trademark, then such Borrower shall on the next Compliance Certificate required to be delivered hereunder provide written notice thereof to Agent and shall execute such intellectual property security agreements and other documents and take such other actions as Agent may request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Agent in such property. Borrowers shall, together with the delivery of the next Compliance Certificate required to be delivered hereunder, provide to Agent copies of all applications that it files for Patents or for the registration of Trademarks, Copyrights or mask works, together with evidence of the recording of the intellectual property security agreement required for Agent to perfect and maintain a first priority perfected security interest in such property.

7.17 Transactions with Affiliates. No Borrower shall, directly or indirectly, enter into or permit to exist any transaction of any kind with any Affiliate of any Borrower on terms that are less favorable to Borrowers, other than those that might be obtained in an arm's length transaction from a Person who is not an Affiliate of a Borrower, except that Borrower shall not be subject to the foregoing limitation with respect to (i) issuance of Subordinated Indebtedness or Equity Interests, including to existing investors, (ii) entrance into customary compensation arrangements in the ordinary course of business and approved by the Board, (iii) consummation of any Permitted Transfer expressly contemplated to be entered into between a Borrower and an Affiliate, or (iv) any distribution permitted pursuant to Section 7.7.

7.18 Pledged Collateral. Any Borrower shall, (a) at such Borrower's expense, promptly execute, acknowledge and deliver all such instruments and take all such actions as Agent from time to time may reasonably request in order to ensure to Agent the benefits of the pledge intended to be created by Section 3.3, shall maintain, preserve and defend the title to the Pledged Collateral and the Lien of the Agent thereon against the claim of any other Person (other than Permitted Liens); (b) with respect to any Equity

Interests of an issuer owned by such Borrower constituting limited liability company membership interests, shall, to the extent it controls such issuer, cause Article 8 of the Uniform Commercial Code of such issuer's jurisdiction of organization to govern the Equity Interests of such issuer, such Equity Interests to be certificated or otherwise evidenced by an instrument, and shall deliver such certificate or instrument, together with a duly executed transfer power or other instrument of transfer (in form and substance reasonably satisfactory to the Agent) executed in blank, promptly (but in any event within three (3) Business Days after receipt thereof by Borrower) to the Agent; (c) upon acquiring any new Equity Interests constituting Pledged Collateral or Instruments constituting Collateral, within twenty (20) Business Days (i) deliver to Agent an updated Schedule 5.15 hereto, in form reasonably satisfactory to Agent, identifying such additional Equity Interests, which shall be attached to this Agreement, (ii) either deliver or otherwise cause the transfer of such additional Equity Interests or Instruments (including any certificates and duly executed transfer powers or other instruments of transfer executed in blank and in form and substance satisfactory to Agent) to Agent as required under this Agreement or any Loan Document or enter into a control agreement in favor of Agent in form acceptable to Agent with respect thereto, provided that with respect to Equity Interests of a Borrower other than New Parent, to the extent the Organizational Documents of such Borrower do not provide for the issuance of physical stock certificates and as long as no physical stock certificates are issued, Borrowers shall not be required to deliver stock certificates, stock powers or control agreements, and (iii) to the extent related to an Investment in a new Platform Company, deliver an acknowledgement, consent and waiver in substantially the form delivered by the Platform Companies as of the Closing Date. No Borrower shall enter into any agreement restricting its ability to vote the Equity Interests or assigning or otherwise transferring or restricting its ability to vote the Equity Interests owned by such Borrower other than pursuant to any Loan Document or in connection with voting agreements entered into by holders of Equity Interests in each Platform Company on customary terms for venture capital financings, in each case, which are not designed to impair the pledge or Agent's exercise of remedies with respect to Pledged Collateral.

7.19 Post-Closing Deliveries. Borrower shall deliver the documents or take the actions as set forth in Schedule 7.19 hereto.

7.20 Introductions. When any Platform Company is considering a secured loan facility, Borrower shall use commercially reasonable efforts to introduce a representative of Agent to the chief financial officer or other appropriate officer of such Platform Company to allow Agent's representative to present possible lending options to such Platform Company.

7.21 Minimum Cash. If, at any time, the aggregate principal amount of Term Loan Advances is (a) equal to or less than $170,000,000, Borrowers shall maintain Qualified Cash in an aggregate amount of not less than $20,000,000, provided that the foregoing clause (a) shall not apply during any period in which the Market Capitalization is at least $750,000,000 and (b) greater than $170,000,000, Borrowers shall maintain Qualified Cash in an aggregate amount of not less than $50,000,000, provided that the foregoing clause (b) shall not apply during any period in which the Market Capitalization is at least $2,000,000,000.

7.22 Restricted Foreign Subsidiary Voting Rights. Borrower shall not, and shall not permit any Subsidiary, to amend or modify any governing document of any Restricted Foreign Subsidiary of Borrower, the effect of which is to require a vote of greater than 50.1% of the Equity Interests or voting rights of such entity for any decision or action of such entity.

SECTION 8. RIGHT TO INVEST

8.1 Lender or its assignee or nominee shall have the right, in its discretion, to participate in the first Subsequent Financing after the Sixth Amendment Effective Date in an amount of up to $5,000,000 on the same terms, conditions and pricing generally afforded to other investors participating in any such Subsequent Financing; provided that with respect to any Subsequent Financing that constitutes a public offering of New Parent, in lieu of the foregoing, New Parent shall use commercially reasonable efforts to

cause the managing underwriter(s) in such public offering to offer to Lender the right to such participation. New Parent shall provide written notice to Lender at least five (5) Business Days prior to the consummation of such Subsequent Financing, and if Lender desires to exercise its right to participate in such Subsequent Financing, Lender shall cooperate to consummate its Investment in such closing within five (5) days of receipt of documentation with respect thereto. New Parent shall not take any action to avoid or seek to avoid the observance or performance of any of the obligations pursuant to this Section 8.1, but will at all times in good faith assist in the carrying out the same and take all such action as may be necessary or appropriate to protect the rights of Lender hereunder against impairment. Without limiting the generality of the foregoing, New Parent will obtain all such authorizations, exemptions or consents from any third party or any governmental authority having jurisdiction thereof as may be necessary to enable Parent to perform its obligations under this Agreement.

SECTION 9. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall be an Event of Default:

9.1 Payments. Borrowers fail to pay principal, interest and regularly scheduled fee when due under this Agreement or any other Loan Document, or shall pay any other amount due hereunder within three (3) Business Days of the due date; provided, however, that an Event of Default shall not occur on account of a failure to pay due solely to an administrative or operational error of Agent or Lender or a Borrower's bank if such Borrower had the funds to make the payment when due and makes the payment within three (3) Business Days following such Borrowers' knowledge of such failure to pay; or

9.2 Covenants. A Borrower breaches or defaults in the performance of any covenant or Secured Obligation under this Agreement, or any of the other Loan Documents or any other agreement among any Borrower, Agent and Lender, and (a) with respect to a Default under any covenant under this Agreement other than the Sections specifically identified in clause (b) hereof, any other Loan Document or any other agreement between any Borrower and Agent or Lender, and such Default continues for more than twenty (20) days, or (b) with respect to a default under any of Sections 6, 7.1, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.17, 7.18, 7.19, 7.21 or 7.22 the occurrence of such Default; or

9.3 Material Adverse Effect. A circumstance has occurred that would reasonably be expected to have a Material Adverse Effect or a "change of control", "fundamental change" or any comparable term under and as defined in any indenture governing any Permitted Convertible Debt (but not "make-whole fundamental change" unless it results in a put right for holders of such Permitted Convertible Debt) has occurred; or

9.4 Representations. Any representation or warranty made by any Borrower in any Loan Document shall have been false or misleading in any material respect when made or when deemed made; or

9.5 Insolvency. Any Borrower or Qualified Subsidiary (i) (A) shall make an assignment for the benefit of creditors; or (B) shall be unable to pay its debts as they become due, or shall become insolvent; or (C) shall file a voluntary petition in bankruptcy; or (D) shall file any petition, answer, or document seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation pertinent to such circumstances; or (E) shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of such Person or of all or any part of the assets or property of such Person; or (F) shall cease operations of its business as its business has normally been conducted, or terminate substantially all of its employees; or (G) any Borrower or Qualified Subsidiary or the Board or majority of the holders of the Equity Interests of the foregoing shall take any action initiating any of the foregoing actions described in clauses (A) through (F); or (ii) either (A) forty-five (45) days shall have expired after the commencement of an involuntary action against any Borrower seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, without such

action being dismissed or all orders or proceedings thereunder affecting the operations or the business of a Borrower, or a Qualified Subsidiary being stayed; or (B) a stay of any such order or proceedings shall thereafter be set aside and the action setting it aside shall not be appealed within twenty (20) days; or (C) any Borrower, or Qualified Subsidiary shall file any answer admitting or not contesting the material allegations of a petition filed against such Borrower or Qualified Subsidiary in any such proceedings; or (D) the court in which such proceedings are pending shall enter a decree or order granting the relief sought in any such proceedings; or (E) thirty (30) days shall have expired after the appointment, without the consent or acquiescence of the applicable Borrower or Qualified Subsidiary, of any trustee, receiver or liquidator of such Person or of all or any material part of the properties of such Person without such appointment being vacated; or

9.6 Attachments; Judgments. Any material portion of the assets of any Borrower or Qualified Subsidiary is attached or seized, or a levy is filed against any such assets, or a final judgment or judgments is/are entered (in each case to the extent not paid and not covered by independent third party insurance) for the payment of money individually or in the aggregate, of at least $500,000, and there is a period of forty-five (45) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal, bond or otherwise, is not in effect, or any Borrower or Qualified Subsidiary is enjoined or in any way prevented by court order from conducting any material part its business; or

9.7 Other Obligations. The occurrence of any Default under any agreement or obligation of any Borrower or Qualified Subsidiary involving any Indebtedness in excess of $10,000,000, which could entitle or permit any Person to accelerate such Indebtedness or any early cash payment in excess of $10,000,000 by New Parent or its Affiliate is required, or unwinding or termination occurs with respect to either any Permitted Bond Hedge Transaction or any Permitted Warrant Transaction that requires New Parent or its Affiliate to make net cash payments in excess of $10,000,000 in the aggregate, or any condition giving rise to the foregoing is met, in each case, with respect to which New Parent or its Affiliate is the "defaulting party" under the terms of such Permitted Bond Hedge Transaction or Permitted Warrant Transaction.

SECTION 10. REMEDIES

10.1 General. Upon and during the continuance of any one or more Events of Default, (i) Agent may, and at the direction of the Required Lenders shall, accelerate and demand payment of all or any part of the Secured Obligations together with a Prepayment Charge and declare them to be immediately due and payable (provided, that upon the occurrence of an Event of Default of the type described in Section 9.5, all of the Secured Obligations shall automatically be accelerated and made due and payable, in each case without any further notice or act), (ii) Agent may, at its option, sign and file in any Borrower's name, any and all collateral assignments, notices, control agreements, security agreements and other documents it deems necessary or appropriate to perfect or protect the repayment of the Secured Obligations, and in furtherance thereof, each Borrower hereby grants Agent an irrevocable power of attorney coupled with an interest, and (iii) Agent may notify any of any Borrower's account debtors to make payment directly to Agent, compromise the amount of any such account on such Borrower's behalf and endorse Agent's name without recourse on any such payment for deposit directly to Agent's account. Agent may, and at the direction of the Required Lenders shall, exercise all rights and remedies with respect to the Collateral under the Loan Documents or otherwise available to it under the UCC and other applicable law, including the right to release, hold, sell, lease, liquidate, collect, realize upon, or otherwise dispose of all or any part of the Collateral and the right to occupy, utilize, process and commingle the Collateral. All Agent's rights and remedies shall be cumulative and not exclusive.

10.2 Collection; Foreclosure. Upon the occurrence and during the continuance of any Event of Default, Agent shall at the direction of the Required Lenders, at any time or from time to time, apply, collect, liquidate, sell in one or more sales, lease or otherwise dispose of, any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as Agent may elect. Any such sale may be made either at public or private sale at its place of business or elsewhere.

Each Borrower agrees that any such public or private sale may occur upon ten (10) calendar days' prior written notice to Borrower Representative. Agent may require any Borrower to assemble the Collateral and make it available to Agent at a place designated by Agent. The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by Agent in the following order of priorities:

First, to Agent and Lender in an amount sufficient to pay in full Agent's and Lender's reasonable costs and professionals' and advisors' fees and expenses as described in Section 11.11;

Second, to Lender in an amount equal to the then unpaid amount of the Secured Obligations (including principal, interest, subject to increase in accordance with Section 2.3), in such order and priority as Agent may choose in its sole discretion; and

Finally, after the full and final payment in Cash of all of the Secured Obligations (other than inchoate obligations), to any creditor holding a junior Lien on the Collateral, or to Borrowers or each of its representatives or as a court of competent jurisdiction may direct.

Agent shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with the obligations of a secured party under the UCC.

10.3 No Waiver. Agent shall be under no obligation to marshal any of the Collateral for the benefit of any Borrower or any other Person, and each Borrower expressly waives all rights, if any, to require Agent to marshal any Collateral.

10.4 Pledged Collateral. Upon the occurrence and during the continuation of an Event of Default, (a) at Agent's election and upon notice to the applicable Borrower, Agent may vote any or all Equity Interests (whether or not the same shall have been transferred into its name or the name of its nominee or nominees) for any lawful purpose, including, without limitation, for the liquidation of the assets of the issuer thereof, and give all consents, waivers and ratifications in respect of the Equity Interests and otherwise act with respect thereto as though it were the outright owner thereof (hereby irrevocably constituting and appointing Agent the proxy and attorney-in-fact of such Borrower, with full power of substitution, to do so); (b) Agent may demand, sue for, collect or make any compromise or settlement Agent deems suitable in respect of any Equity Interests; (c) Agent may sell, resell, assign and deliver, or otherwise dispose of any or all of the Pledged Collateral, for Cash or credit or both and upon such terms at such place or places, at such time or times and to such entities or other persons as Agent deems expedient, all without demand for performance by any Borrower or any notice or advertisement whatsoever except as expressly provided herein or as may otherwise be required by law; (d) Agent may cause all or any part of the Pledged Collateral to be transferred into its name or the name of its nominee or nominees; and (e) at Agent's election and upon notice thereof to the applicable Borrower, Agent may exercise all membership or partnership, as applicable, rights, powers and privileges to the same extent as the applicable Borrower is entitled to exercise such rights, powers and privileges. Agent may enforce its rights hereunder without any other notice and without compliance with any other condition precedent now or hereunder imposed by statute, rule of law or otherwise (all of which are hereby expressly waived by each Borrower, to the fullest extent permitted by law). Each Borrower recognizes that the Agent may be unable to effect a public sale or other disposition of its Equity Interests by reason of certain prohibitions contained in securities laws and other applicable laws, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers. Each Borrower agrees that any such private sales may be at prices and other terms less favorable to the seller than if sold at public sales and that such private sales shall not by reason thereof be deemed not to have been made in a commercially reasonable manner. Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit the issuer of Equity Interests to register such securities for public sale under securities laws or other applicable laws, even if such issuer would agree to do so. In connection with the sale of Pledged Collateral by Agent during the continuation of an Event of Default, each Borrower agrees to use its commercially reasonable efforts to cause each issuer of the Equity Interests contemplated to be sold, to execute and deliver, and cause the directors and officers of such issuer to execute and deliver, all at such Borrower's expense, all such instruments and documents, and to do or

cause to be done all such other acts and things as may be necessary or, in the reasonable opinion of Agent, advisable to exempt such Equity Interests from registration under the provisions of applicable laws, and to make all amendments to such instruments and documents which, in the opinion of Agent, are necessary or advisable, all in conformity with the requirements of applicable laws and the rules and regulations of the Securities and Exchange Commission applicable thereto.

10.5 Cumulative Remedies. The rights, powers and remedies of Agent hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of Agent.

SECTION 11. MISCELLANEOUS

11.1 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.2 Notice. Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration, service of process or other communication (including the delivery of Financial Statements) that is required, contemplated, or permitted under the Loan Documents or with respect to the subject matter hereof shall be in writing, and shall be deemed to have been validly served, given, delivered, and received upon the earlier of: (i) the day of transmission by electronic mail or hand delivery or delivery by an overnight express service or overnight mail delivery service; or (ii) the third calendar day after deposit in the United States of America mails, with proper first class postage prepaid, in each case addressed to the party to be notified as follows:

(a) If to Agent:

HERCULES CAPITAL, INC.
Legal Department
Attention: Chief Legal Officer; Himani Bhalla; Nimesh Shah
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301

email: legal@herculestech.com; hbhalla@htgc.com; nshah@htgc.com
Telephone: 650-289-3060

(b) If to Lender:

HERCULES CAPITAL, INC.
Legal Department
Attention: Chief Legal Officer; Himani Bhalla; Nimesh Shah
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301

email: legal@herculestech.com; hbhalla@htgc.com; nshah@htgc.com
Telephone: 650-289-3060

(c) If to Borrowers:

BridgeBio Pharma LLC

421 Kipling Street
Palo Alto, CA 94301

email: nk@bridgebio.com
Telephone: 650-391-9740

or to such other address as each party may designate for itself by like notice.

11.3 Entire Agreement; Amendments.

(a) This Agreement and the other Loan Documents constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof, and supersede and replace in their entirety any prior proposals, term sheets, non-disclosure or confidentiality agreements, letters, negotiations or other documents or agreements, whether written or oral, with respect to the subject matter hereof or thereof (including Agent's proposal letter dated April 12, 2018 and the Non-Disclosure Agreement).

(b) Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 11.3(b). The Required Lenders and Borrowers party to the relevant Loan Document may, or, with the written consent of the Required Lenders, Agent and Borrowers party to the relevant Loan Document may, from time to time, (i) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of Lender or of Borrowers hereunder or thereunder or (ii) waive, on such terms and conditions as the Required Lenders or Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (A) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term Loan Advance, reduce the stated rate of any interest or fee payable hereunder, or extend the scheduled date of any payment thereof, in each case without the written consent of each Lender directly affected thereby; (B) eliminate or reduce the voting rights of any Lender under this Section 11.3(b) without the written consent of such Lender; (C) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by Borrowers of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release a Borrower from its obligations under the Loan Documents, in each case without the written consent of all Lenders; or (D) amend, modify or waive any provision of Section 11.17 without the written consent of Agent. Any such waiver and any such amendment, supplement or modification shall apply equally to each Lender and shall be binding upon Borrowers, Lender, Agent and all future holders of the Loans.

11.4 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.5 No Waiver. The powers conferred upon Agent and Lender by this Agreement are solely to protect its rights hereunder and under the other Loan Documents and its interest in the Collateral and shall not impose any duty upon Agent or Lender to exercise any such powers. No omission or delay by Agent or Lender at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Borrowers at any time designated, shall be a waiver of any such right or remedy to which Agent or Lender is entitled, nor shall it in any way affect the right of Agent or Lender to enforce such provisions thereafter.

11.6 Survival. All agreements, representations and warranties contained in this Agreement and the other Loan Documents or in any document delivered pursuant hereto or thereto shall be for the benefit of Agent and Lender and Borrowers and shall survive the execution and delivery of this Agreement. Section 2.9, Section 6.3 and Section 11.14 shall survive the termination of this Agreement.

11.7 Successors and Assigns. The provisions of this Agreement and the other Loan Documents shall inure to the benefit of and be binding on each Borrower and its permitted assigns (if any). No Borrower shall assign its obligations under this Agreement or any of the other Loan Documents without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent and Lender may assign, transfer, or endorse its rights hereunder and under the other Loan Documents without prior notice to Borrowers, and all of such rights shall inure to the benefit of Agent's and Lender's successors and assigns; provided that as long as no Event of Default has occurred and is continuing, neither Agent nor any Lender may assign, transfer or endorse its rights hereunder or under the Loan Documents to any party that is a direct competitor of Borrowers or a distressed debt or vulture investor (as reasonably determined by Agent), it being acknowledged that in all cases, any transfer to a Controlled Investment Affiliate of any Lender or Agent shall be allowed. Agent, acting solely for this purpose as an agent of Borrowers, shall maintain at one of its offices in the State of California a copy of each assignment delivered to it in connection with any assignment by a Lender, and a register for the recordation of the names and addresses of each Lender, and the Term Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and Borrowers, Agent and Lender shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by Borrowers and Lender, at any reasonable time and from time to time upon reasonable prior notice.

11.8 Governing Law. This Agreement and the other Loan Documents have been negotiated and delivered to Agent and Lender in the State of California, and shall have been accepted by Agent and Lender in the State of California. Payment to Agent and Lender by Borrowers of the Secured Obligations is due in the State of California. This Agreement and the other Loan Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

11.9 Consent to Jurisdiction and Venue. All judicial proceedings (to the extent that the reference requirement of Section 11.10 is not applicable) arising in or under or related to this Agreement or any of the other Loan Documents may be brought in any state or federal court located in the State of California. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to nonexclusive personal jurisdiction in Santa Clara County, State of California; (b) waives any objection as to jurisdiction or venue in Santa Clara County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement or the other Loan Documents following the exhaustion of all rights with respects to appeals relating thereto. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in Section 11.2, and shall be deemed effective and received as set forth in Section 11.2. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

11.10 Mutual Waiver of Jury Trial / Judicial Reference.

(a) Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert Person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. EACH OF BORROWERS, AGENT AND LENDER SPECIFICALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF

ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY BORROWERS AGAINST AGENT, LENDER OR THEIR RESPECTIVE ASSIGNEE OR BY AGENT, LENDER OR THEIR RESPECTIVE ASSIGNEE AGAINST A BORROWER. This waiver extends to all such Claims, including Claims that involve Persons other than Agent, Borrowers and Lender; Claims that arise out of or are in any way connected to the relationship among Borrowers, Agent and Lender; and any Claims for damages, breach of contract, tort, specific performance, or any equitable or legal relief of any kind, arising out of this Agreement, any other Loan Document.

(b) If the waiver of jury trial set forth in Section 11.10(a) is ineffective or unenforceable, the parties agree that all Claims shall be resolved by reference to a private judge sitting without a jury, pursuant to Code of Civil Procedure Section 638, before a mutually acceptable referee or, if the parties cannot agree, a referee selected by the Presiding Judge of the Santa Clara County, California. Such proceeding shall be conducted in Santa Clara County, California, with California rules of evidence and discovery applicable to such proceeding.

(c) In the event Claims are to be resolved by judicial reference, either party may seek from a court identified in Section 11.9, any prejudgment order, writ or other relief and have such prejudgment order, writ or other relief enforced to the fullest extent permitted by law notwithstanding that all Claims are otherwise subject to resolution by judicial reference.

11.11 Professional Fees. Each Borrower promises to pay Agent's and Lender's reasonable fees and expenses necessary to finalize the loan documentation, including but not limited to reasonable attorneys' fees, UCC searches, filing costs, and other miscellaneous expenses. In addition, each Borrower promises to pay any and all reasonable attorneys' and other professionals' fees and expenses incurred by Agent and Lender after the Closing Date in connection with or related to: (a) the Loan; (b) the administration, collection, or enforcement of the Loan; (c) the amendment or modification of the Loan Documents; (d) any waiver, consent, release, or termination under the Loan Documents; (e) the protection, preservation, audit, field exam, sale, lease, liquidation, or disposition of Collateral or the exercise of remedies with respect to the Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to a Borrower or the Collateral, and any appeal or review thereof; and (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to a Borrower, the Collateral, the Loan Documents, including representing Agent or Lender in any adversary proceeding or contested matter commenced or continued by or on behalf of a Borrower's estate, and any appeal or review thereof.

11.12 Confidentiality. Agent and Lender acknowledge that certain items of Collateral and information provided to Agent and Lender by a Borrower are confidential and proprietary information of Borrowers, if and to the extent such information either (i) is marked as confidential by such Borrower at the time of disclosure, or (ii) should reasonably be understood to be confidential (the "Confidential Information"). Accordingly, Agent and Lender agree that any Confidential Information it may obtain in the course of acquiring, administering, or perfecting Agent's security interest in the Collateral shall not be disclosed to any other Person or entity in any manner whatsoever, in whole or in part, without the prior written consent of Borrowers, except that Agent and Lender may disclose any such information: (a) to its own directors, officers, employees, accountants, counsel and other professional advisors and to its Affiliates if Agent or Lender in their reasonable discretion determines that any such party should have access to such information in connection with such party's responsibilities in connection with the Loan or this Agreement and, provided that such recipient of such Confidential Information either (i) agrees to be bound by the confidentiality provisions of this paragraph or (ii) is otherwise subject to confidentiality restrictions that reasonably protect against the disclosure of Confidential Information; (b) if such information is generally available to the public; (c) if required or appropriate in any report, statement or testimony submitted to any governmental authority having or claiming to have jurisdiction over Agent or Lender; (d) if required or appropriate in response to any summons or subpoena or in connection with any litigation, to the extent permitted or deemed advisable by Agent's or Lender's counsel; (e) to comply with any legal requirement or

law applicable to Agent or Lender; (f) to the extent reasonably necessary in connection with the exercise of any right or remedy under any Loan Document, including Agent's sale, lease, or other disposition of Collateral after Default; (g) to any participant or assignee of Agent or Lender or any prospective participant or assignee; provided, that such participant or assignee or prospective participant or assignee agrees in writing to be bound by this Section prior to disclosure; or (h) otherwise with the prior consent of any Borrower; provided, that any disclosure made in violation of this Agreement shall not affect the obligations of any Borrower or any of its Affiliates or any guarantor under this Agreement or the other Loan Documents. Agent's and Lender's obligations under this Section 11.12 shall supersede all of their respective obligations under the Non-Disclosure Agreement.

11.13 Assignment of Rights. Each Borrower acknowledges and understands that Agent or Lender may, subject to Section 11.7, sell and assign all or part of its interest hereunder and under the Loan Documents to any Person or entity (an "Assignee"). After such assignment the term "Agent" or "Lender" as used in the Loan Documents shall mean and include such Assignee, and such Assignee shall be vested with all rights, powers and remedies of Agent and Lender hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Agent and Lender shall retain all rights, powers and remedies hereby given. No such assignment by Agent or Lender shall relieve any Borrower of any of its obligations hereunder. Lender agrees that in the event of any transfer by it of the Term Note(s)(if any), it will endorse thereon a notation as to the portion of the principal of the Term Note(s), which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.

11.14 Revival of Secured Obligations; Termination. This Agreement and the Loan Documents shall remain in full force and effect and continue to be effective if any petition is filed by or against any Borrower for liquidation or reorganization, if any Borrower becomes insolvent or makes an assignment for the benefit of creditors, if a receiver or trustee is appointed for all or any significant part of any Borrower's assets, or if any payment or transfer of Collateral is recovered from Agent or Lender. The Loan Documents and the Secured Obligations and Collateral security shall continue to be effective, or shall be revived or reinstated, as the case may be, if at any time payment and performance of the Secured Obligations or any transfer of Collateral to Agent, or any part thereof is rescinded, avoided or avoidable, reduced in amount, or must otherwise be restored or returned by, or is recovered from, Agent, Lender or by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment, performance, or transfer of Collateral had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, avoided, avoidable, restored, returned, or recovered, the Loan Documents and the Secured Obligations (other than obligations that survive termination) shall be deemed, without any further action or documentation, to have been revived and reinstated except to the extent of the full, final, and payment in cash to Agent or Lender in cash. This Agreement and the Loan Documents shall terminate on the payment in full in cash of the Secured Obligations (other than any obligations that specifically survive termination).

11.15 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

11.16 No Third Party Beneficiaries. No provisions of the Loan Documents are intended, nor will be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than Agent, Lender and Borrowers unless specifically provided otherwise herein, and, except as otherwise so provided, all provisions of the Loan Documents will be personal and solely among Agent, Lender and Borrowers.

11.17 Agency.

(a) Lender hereby irrevocably appoints Hercules Capital, Inc. to act on its behalf as Agent hereunder and under the other Loan Documents and authorizes Agent to take such actions on its behalf and to exercise such powers as are delegated to Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto.

(b) Lender agrees to indemnify Agent in its capacity as such (to the extent not reimbursed by Borrowers and without limiting the obligation of Borrowers to do so), according to its respective Term Commitment percentages (based upon the total outstanding Term Commitments) in effect on the date on which indemnification is sought under this Section 11.17, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time be imposed on, incurred by or asserted against Agent in any way relating to or arising out of, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by Agent under or in connection with any of the foregoing; The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

(c) Agent in Its Individual Capacity. The Person serving as Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not Agent and the term "Lender" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each such Person serving as Agent hereunder in its individual capacity.

(d) Exculpatory Provisions. Agent shall have no duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, Agent shall not:

(i) be subject to any fiduciary or other implied duties, regardless of whether any Default or any Event of Default has occurred and is continuing;

(ii) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that Agent is required to exercise as directed in writing by Lender, provided that Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose Agent to liability or that is contrary to any Loan Document or applicable law; and

(iii) except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and Agent shall not be liable for the failure to disclose, any information relating to Borrowers or any of its Affiliates that is communicated to or obtained by any Person serving as Agent or any of its Affiliates in any capacity.

(e) Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of Lender or as Agent shall believe in good faith shall be necessary, under the circumstances or (ii) in the absence of its own gross negligence or willful misconduct.

(f) Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to Agent.

(g) Reliance by Agent. Agent may rely, and shall be fully protected in acting, or refraining to act, upon, any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, bond or other paper or document that it has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of cables, telecopies and telexes, to have been sent by the proper party or parties. In the absence of its gross negligence or willful misconduct, Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to Agent and conforming to the requirements of the Loan Agreement or any of the other Loan Documents. Agent may consult with counsel, and any opinion or legal advice of such counsel shall be full and complete authorization and protection in respect of any action taken, not taken or suffered by Agent hereunder or under any Loan Documents in accordance therewith. Agent shall have the right at any time to seek instructions concerning the administration of the Collateral from any court of competent jurisdiction. Agent shall not be under any obligation to exercise any of the rights or powers granted to Agent by this Agreement, the Loan Agreement and the other Loan Documents at the request or direction of Lenders unless Agent shall have been provided by Lender with adequate security and indemnity against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction.

11.18 Publicity. None of the parties hereto nor any of its respective member businesses and Affiliates shall, without the other parties' prior written consent (which shall not be unreasonably withheld or delayed), publicize or use (a) the other party's name (including a brief description of the relationship among the parties hereto), logo or hyperlink to such other parties' web site, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "Publicity Materials"); (b) the names of officers of such other parties in the Publicity Materials; and (c) such other parties' name, trademarks, servicemarks in any news or press release concerning such party; provided however, notwithstanding anything to the contrary herein, no such consent shall be required (i) to the extent necessary to comply with the requests of any regulators, legal requirements or laws applicable to such party, pursuant to any listing agreement with any national securities exchange (so long as such party provides prior notice to the other party hereto to the extent reasonably practicable) and (ii) to comply with Section 11.12.

11.19 Multiple Borrowers.

(a) Borrowers' Agent. Each of Borrowers hereby irrevocably appoints Borrower Representative as its agent, attorney-in-fact and legal representative for all purposes, including requesting disbursement of the Term Loan Advance and receiving account statements and other notices and communications to Borrowers (or any of them) from Agent or any Lender. Agent may rely, and shall be fully protected in relying, on any request for the Term Loan Advance, disbursement instruction, report, information or any other notice or communication made or given by Borrower Representative, whether in its own name or on behalf of one or more of the other Borrowers, and Agent shall not have any obligation to make any inquiry or request any confirmation from or on behalf of any other Borrower as to the binding effect on it of any such request, instruction, report, information, other notice or communication, nor shall the joint and several character of Borrowers' obligations hereunder be affected thereby.

(b) Waivers. Each Borrower hereby waives: (i) any right to require Agent to institute suit against, or to exhaust its rights and remedies against, any other Borrower or any other Person, or to proceed against any property of any kind which secures all or any part of the Secured Obligations, or to exercise any right of offset or other right with respect to any reserves, credits or deposit accounts held by or maintained with Agent or any Indebtedness of Agent or any Lender to any other Borrower, or to exercise any other right or power, or pursue any other remedy Agent or any Lender may have; (ii) any defense arising by reason of any disability or other defense of any other Borrower or any guarantor or any endorser, co-maker or other Person, or by reason of the cessation from any cause whatsoever of any

liability of any other Borrower or any guarantor or any endorser, co-maker or other Person, with respect to all or any part of the Secured Obligations, or by reason of any act or omission of Agent or others which directly or indirectly results in the discharge or release of any other Borrower or any guarantor or any other Person or any Secured Obligations or any security therefor, whether by operation of law or otherwise; (iii) any defense arising by reason of any failure of Agent to obtain, perfect, maintain or keep in force any Lien on, any property of any Borrower or any other Person; (iv) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any other Borrower or any guarantor or any endorser, co-maker or other Person, including without limitation any discharge of, or bar against collecting, any of the Secured Obligations (including without limitation any interest thereon), in or as a result of any such proceeding. Until all of the Secured Obligations have been paid, performed, and discharged in full, nothing shall discharge or satisfy the liability of any Borrower hereunder except the full performance and payment of all of the Secured Obligations. If any claim is ever made upon Agent for repayment or recovery of any amount or amounts received by Agent in payment of or on account of any of the Secured Obligations, because of any claim that any such payment constituted a preferential transfer or fraudulent conveyance, or for any other reason whatsoever, and Agent repays all or part of said amount by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Agent or any of its property, or by reason of any settlement or compromise of any such claim effected by Agent with any such claimant (including without limitation the any other Borrower), then and in any such event, each Borrower agrees that any such judgment, decree, order, settlement and compromise shall be binding upon such Borrower, notwithstanding any revocation or release of this Agreement or the cancellation of any note or other instrument evidencing any of the Secured Obligations, or any release of any of the Secured Obligations, and each Borrower shall be and remain liable to Agent and Lender under this Agreement for the amount so repaid or recovered, to the same extent as if such amount had never originally been received by Agent or any Lender, and the provisions of this sentence shall survive, and continue in effect, notwithstanding any revocation or release of this Agreement. Each Borrower hereby expressly and unconditionally waives all rights of subrogation, reimbursement and indemnity of every kind against any other Borrower, and all rights of recourse to any assets or property of any other Borrower, and all rights to any collateral or security held for the payment and performance of any Secured Obligations, including (but not limited to) any of the foregoing rights which a Borrower may have under any present or future document or agreement with any other Borrower or other Person, and including (but not limited to) any of the foregoing rights which any Borrower may have under any equitable doctrine of subrogation, implied contract, or unjust enrichment, or any other equitable or legal doctrine.

(c) Consents. Each Borrower hereby consents and agrees that, without notice to or by such Borrower and without affecting or impairing in any way the obligations or liability of such Borrower hereunder, Agent may, from time to time before or after revocation of this Agreement, do any one or more of the following in its sole and absolute discretion: (i) accept partial payments of, compromise or settle, renew, extend the time for the payment, discharge, or performance of, refuse to enforce, and release all or any parties to, any or all of the Secured Obligations; (ii) grant any other indulgence to any Borrower or any other Person in respect of any or all of the Secured Obligations or any other matter; (iii) accept, release, waive, surrender, enforce, exchange, modify, impair, or extend the time for the performance, discharge, or payment of, any and all property of any kind securing any or all of the Secured Obligations or any guaranty of any or all of the Secured Obligations, or on which Agent at any time may have a Lien, or refuse to enforce its rights or make any compromise or settlement or agreement therefor in respect of any or all of such property; (iv) substitute or add, or take any action or omit to take any action which results in the release of, any one or more other Borrowers or any endorsers or guarantors of all or

any part of the Secured Obligations, including, without limitation one or more parties to this Agreement, regardless of any destruction or impairment of any right of contribution or other right of such Borrower; (v) apply any sums received from any other Borrower, any guarantor, endorser, or co-signer, or from the disposition of any Collateral or security, to any Indebtedness whatsoever owing from such Person or secured by such Collateral or security, in such manner and order as Agent determines in its sole discretion, and regardless of whether such Indebtedness is part of the Secured Obligations, is secured, or is due and payable. Each Borrower consents and agrees that Agent shall be under no obligation to marshal any assets in favor of Borrower, or against or in payment of any or all of the Secured Obligations. Each Borrower further consents and agrees that Agent shall have no duties or responsibilities whatsoever with respect to any property securing any or all of the Secured Obligations. Without limiting the generality of the foregoing, Agent shall have no obligation to monitor, verify, audit, examine, or obtain or maintain any insurance with respect to, any property securing any or all of the Secured Obligations.

(d) Independent Liability. Each Borrower hereby agrees that one or more successive or concurrent actions may be brought hereon against such Borrower, in the same action in which any other Borrower may be sued or in separate actions, as often as deemed advisable by Agent. Each Borrower is fully aware of the financial condition of each other Borrower and is executing and delivering this Agreement based solely upon its own independent investigation of all matters pertinent hereto, and such Borrower is not relying in any manner upon any representation or statement of Agent or any Lender with respect thereto. Each Borrower represents and warrants that it is in a position to obtain, and each Borrower hereby assumes full responsibility for obtaining, any additional information concerning any other Borrower's financial condition and any other matter pertinent hereto as such Borrower may desire, and such Borrower is not relying upon or expecting Agent to furnish to it any information now or hereafter in Agent's possession concerning the same or any other matter.

(e) Subordination. All Indebtedness of any Borrower now or hereafter arising held by another Borrower is subordinated to the Secured Obligations and any Borrower holding the Indebtedness shall take all actions reasonably requested by Agent to effect, to enforce and to give notice of such subordination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrowers, Agent and Lender have duly executed and delivered this Loan and Security Agreement as of the day and year first above written.

BORROWERS:

BRIDGEBIO PHARMA, INC.
Signature: _____
Print Name: _____
Title: _____

BRIDGEBIO PHARMA LLC

Signature: _____

Print Name: _____

Title: _____

BRIDGEBIO SERVICES INC.

Signature: _____

Print Name: _____

Title: _____

SUB20, INC.

Signature: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO LOAN AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, Borrowers, Agent and Lender have duly executed and delivered this Loan and Security Agreement as of the day and year first above written.

Accepted in Palo Alto, California:

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Zhuo Huang

Title: Associate General Counsel

LENDER:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Zhuo Huang

Title: Associate General Counsel

Table of Exhibits and Schedules

EXHIBIT A

ADVANCE REQUEST

[***]

ACTIVE/109695648.2

EXHIBIT B

SECURED TERM PROMISSORY NOTE

[***]

EXHIBIT C

NAME, LOCATIONS, AND OTHER INFORMATION FOR BORROWERS

[***]

EXHIBIT D

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

[***]

EXHIBIT E

DEPOSIT ACCOUNTS AND INVESTMENT ACCOUNTS

[***]

EXHIBIT F

COMPLIANCE CERTIFICATE

[***]

EXHIBIT G

FORM OF JOINDER AGREEMENT

[***]

EXHIBIT H

ACH DEBIT AUTHORIZATION AGREEMENT

[***]

EXHIBIT I-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

[***]

EXHIBIT I-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

[***]

EXHIBIT I-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

[***]

EXHIBIT I-4
FORM OF U.S. TAX COMPLIANCE CERTIFICATE

[***]

Exhibit 10.4

BRIDGEBIO PHARMA, INC.

AMENDED AND RESTATED 2019 EMPLOYEE STOCK PURCHASE PLAN

The purpose of the BridgeBio Pharma, Inc. Amended and Restated 2019 Employee Stock Purchase Plan ("the Plan") is to provide eligible employees of BridgeBio Pharma, Inc. (the "Company") and each Designated Company (as defined in Section 11) with opportunities to purchase shares of the Company's common stock, par value $0.001 per share (the "Common Stock"). An aggregate of 2,000,000 shares of Common Stock have been approved and reserved for this purpose, plus on January 1, 2020 and each January 1st thereafter until the Plan terminates pursuant to Section 20, the number of shares of Common Stock reserved and available for issuance under the Plan shall be cumulatively increased by the lesser of (i) 2,000,000 shares of Common Stock, (ii) one percent of the number of shares of Common Stock of the Company issued and outstanding on the immediately preceding December 31st or (iii) such lesser number of shares of Common Stock as determined by the Administrator.

The Plan includes two components: a Code Section 423 Component (the "423 Component") and a non-Code Section 423 Component (the "Non-423 Component"). It is intended for the 423 Component to constitute an "employee stock purchase plan" within the meaning of Section 423(b) of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and the 423 Component shall be interpreted in accordance with that intent (although the Company makes no undertaking or representation to maintain such qualification). Under the Non-423 Component, which does not qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Code, options will be granted pursuant to rules, procedures or sub-plans adopted by the Administrator designed to achieve tax, securities laws or other objectives

for eligible employees. Except as otherwise provided herein, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

1. Administration. The Plan will be administered by the person or persons (the "Administrator") appointed by the Company's Board of Directors (the "Board") for such purpose. The Administrator has authority at any time to: (i) adopt, alter and repeal such rules, subplans, guidelines and practices for the administration and operation of the Plan and for its own acts and proceedings as it shall deem advisable, including to accommodate the specific requirements of local laws, regulations and procedures for jurisdictions outside of the United States; (ii) interpret the terms and provisions of the Plan; (iii) make all determinations it deems advisable for the administration of the Plan; (iv) decide all disputes arising in connection with the Plan; and (v) otherwise supervise the administration of the Plan. All interpretations and decisions of the Administrator shall be binding on all persons, including the Company and the Participants (as defined in Section 11). No member of the Board or individual exercising administrative authority with respect to the Plan shall be liable for any action or determination made in good faith with respect to the Plan or any option granted hereunder.

2. Offerings. The Company will make one or more offerings to eligible employees to purchase Common Stock under the Plan ("Offerings"). Unless otherwise determined by the Administrator, an Offering will begin on the first business day occurring on or after each February 16th and August 16th and will end on the last business day occurring on or before the following August 15th and February 15th, respectively. The Administrator may, in its discretion, designate a different period for any Offering, provided that no Offering shall exceed 27 months in duration or overlap any other Offering.

3. Eligibility. All individuals classified as employees on the payroll records of the Company and each Designated Company are eligible to participate in any one or more of the Offerings under the Plan, provided that as of February 1st or August 1st immediately prior to the applicable Offering (the "Offering Date") they are customarily employed by the Company or a Designated Company for more than 20 hours a week of employment, unless the exclusion of employees who do not meet this requirement is not permissible under applicable law. Notwithstanding any other provision herein, individuals who are not contemporaneously classified as employees of the Company or a Designated Company for purposes of the Company's or applicable Designated Company's payroll system are not considered to be eligible employees of the Company or any Designated Company and shall not be eligible to participate in the Plan. In the event any such individuals are reclassified as employees of the Company or a Designated Company for any purpose, including, without limitation, common law or statutory employees, by any action of any third party, including, without limitation, any government agency, or as a result of any private lawsuit, action or administrative proceeding, such individuals shall, notwithstanding such reclassification, remain ineligible for participation. Notwithstanding the foregoing, the exclusive means for individuals who are not contemporaneously classified as employees of the Company or a Designated Company on the Company's or Designated Company's payroll system to become eligible to participate in a plan which is equivalent to this Plan is through the adoption of a subplan, which specifically renders such individuals eligible to participate therein.

4. Participation.

(a) Participants in Offerings. An eligible employee who is not a Participant in any prior Offering may participate in a subsequent Offering by submitting (either in electronic or written form, according to procedures established by the Company) an enrollment form to his or her appropriate payroll location at least 15 business days before the Offering Date (or by such other deadline as shall be established by the Administrator for the Offering).

(b) Enrollment. The enrollment form will (i) state a whole percentage to be contributed from an eligible employee's Compensation (as defined in Section 11) per pay period, (ii) authorize the purchase of Common Stock in each Offering in accordance with the terms of the Plan and (iii) specify the exact name or names in which shares of Common Stock purchased for such individual are to be issued or transferred pursuant to Section 10. An employee who does not enroll in accordance with these procedures will be deemed to have waived the right to participate. Unless a Participant submits (either in electronic or written form, according to procedures established by the Company) a new enrollment form or withdraws from the Plan, such Participant's contributions and purchases will continue at the same percentage of Compensation for future Offerings, provided he or she remains eligible. Notwithstanding the foregoing, participation in the Plan will neither be permitted nor be denied contrary to the requirements of the Code and any applicable law.

5. Employee Contributions. Each eligible employee may authorize payroll deductions at a minimum of 1 percent up to a maximum of 15 percent of such employee's Compensation for each pay period; provided, however, that if payroll deductions are not permitted or problematic under applicable law or for administrative reasons, the Company, in its

discretion, may allow eligible employees to contribute to the Plan by other means. The Company will maintain book accounts showing the amount of payroll deductions or other contributions made by each Participant for each Offering. No interest will accrue or be paid on payroll deductions or other contributions, unless required under applicable law.

6. Contribution Changes. Except as may be determined by the Administrator in advance of an Offering, a Participant may not increase his or her contributions during an Offering and may only decrease his or her contributions once during an Offering. However, during an Offering, a Participant may increase or decrease his or her contributions with respect to the next Offering (subject to the limitations of Section 5) by submitting (either in electronic or written form, according to procedures established by the Company) a new enrollment form at least 15 business days before the next Offering Date (or by such other deadline as shall be established by the Administrator for the Offering). The Administrator may, in advance of any Offering, establish rules permitting a Participant to increase, decrease or terminate his or her contributions during an Offering.

7. Withdrawal. A Participant may withdraw from participation in the Plan by submitting a notice of withdrawal to his or her appropriate payroll location (either in electronic or written form, according to procedures established by the Administrator). The Participant's withdrawal will be effective as of the next business day. Following a Participant's withdrawal, the Company will promptly refund such individual's entire account balance under the Plan to him or her (after payment for any Common Stock purchased before the effective date of withdrawal). Partial withdrawals are not permitted. Such an employee may not begin

participation again during the remainder of the Offering, but may enroll in a subsequent Offering in accordance with Section 4.

8. Grant of Options. On each Offering Date, the Company will grant to each eligible employee who is then a Participant in the Plan an option ("Option") to purchase on the last day of such Offering (the "Exercise Date"), at the Option Price hereinafter provided for, the lowest of (a) a number of shares of Common Stock determined by dividing such Participant's accumulated contributions on such Exercise Date by the lower of (i) 85 percent of the Fair Market Value (as defined in Section 11) of the Common Stock on the Offering Date, or (ii) 85 percent of the Fair Market Value of the Common Stock on the Exercise Date, (b) 3,500 shares; or (c) such other lesser maximum number of shares as shall have been established by the Administrator in advance of the Offering; provided, however, that such Option shall be subject to the limitations set forth below. Each Participant's Option shall be exercisable only to the extent of such Participant's accumulated payroll deductions and/or other contributions on the Exercise Date. The purchase price for each share purchased under each Option (the "Option Price") will be 85 percent of the Fair Market Value of the Common Stock on the Offering Date or the Exercise Date, whichever is less.

Notwithstanding the foregoing, no Participant may be granted an Option hereunder if such Participant, immediately after the Option was granted, would be treated as owning stock possessing 5 percent or more of the total combined voting power or value of all classes of stock of the Company or any Parent (as defined in Section 11) or Subsidiary (as defined in Section 11). For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Code shall apply in determining the stock ownership of a Participant, and all stock which the Participant has

a contractual right to purchase shall be treated as stock owned by the Participant. In addition, no Participant may be granted an Option which permits his or her rights to purchase stock under the Plan, and any other employee stock purchase plan of the Company and its Parents and Subsidiaries, to accrue at a rate which exceeds $25,000 of the fair market value of such stock (determined on the Option grant date or dates) for each calendar year in which the Option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code and shall be applied taking Options into account in the order in which they were granted.

9. Exercise of Option and Purchase of Shares. Each employee who continues to be a Participant in the Plan on the Exercise Date shall be deemed to have exercised his or her Option on such date and shall acquire from the Company such number of whole shares of Common Stock reserved for the purpose of the Plan as his or her accumulated contributions on such date will purchase at the Option Price, subject to any other limitations contained in the Plan. Any amount remaining in a Participant's account at the end of an Offering solely by reason of the inability to purchase a fractional share will be carried forward to the next Offering; any other balance remaining in a Participant's account at the end of an Offering will be refunded to the Participant promptly.

If a Participant has more than one Option outstanding under the Plan, unless he or she otherwise indicates in agreements or notices delivered hereunder: (i) each agreement or notice delivered by that Participant shall be deemed to apply to all of his or her Options under the Plan; and (ii) an Option with a lower Option Price (or an earlier granted Option, if different Options have identical Option Prices) shall be exercised to the fullest possible extent before an Option

with a higher Option Price (or a later granted Option if different Options have identical Option Prices) shall be exercised.

10. Issuance of Certificates. Certificates, or book entries for uncertificated shares, representing shares of Common Stock purchased under the Plan may be issued only in the name of the employee or, if permitted by the Administrator, in the name of the employee and another person of legal age as joint tenants with rights of survivorship, or in the name of a broker authorized by the employee to be his, her or their, nominee for such purpose.

11. Definitions. The term "Affiliate" means any entity that is directly or indirectly controlled by the Company which does not meet the definition of a Subsidiary below, as determined by the Administrator, whether new or hereafter existing.

The term "Compensation" means the amount of base pay, prior to salary reduction pursuant to Sections 125, 132(f) or 401(k) of the Code (or comparable reductions under laws outside the United States), but excluding overtime, commissions, incentive or bonus awards, allowances and reimbursements for expenses such as relocation allowances or travel expenses, income or gains related to Company stock options and other share-based awards, and similar items. The Administrator shall have the discretion to determine the application of this definition to Participants outside of the United States.

The term "Designated Company" means any present or future Affiliate or Subsidiary (as defined below) that has been designated by the Administrator to participate in the Plan. The Administrator may so designate any Affiliate or Subsidiary, or revoke any such designation, at any time and from time to time, either before or after the Plan is approved by the stockholders

and may further designate such companies as participating in the 423 Component or the Non-423 Component. For purposes of the 423 Component, only Subsidiaries may be Designated Companies. The current list of Designated Companies is attached hereto as Appendix A.

The term "Fair Market Value of the Common Stock" on any given date means the fair market value of the Common Stock determined in good faith by the Administrator; provided, however, that if the Common Stock is admitted to quotation on the National Association of Securities Dealers Automated Quotation System ("NASDAQ"), NASDAQ Global Market or another national securities exchange, the determination shall be made by reference to the closing price on such date. If there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price.

The term "Initial Public Offering" means the first underwritten, firm commitment public offering, pursuant to an effective registration statement under the U.S. Securities Act of 1933, as amended, covering the offer and sale by the Company of its Common Stock.

The term "Parent" means a "parent corporation" with respect to the Company, as defined in Section 424(e) of the Code.

The term "Participant" means an individual who is eligible as determined in Section 3 and who has complied with the provisions of Section 4.

The term "Registration Date" means the date on which the registration statement on Form S-1 that is filed by the Company with respect to its Initial Public Offering is declared effective by the U.S. Securities and Exchange Commission (the "SEC").

The term “Subsidiary” means a “subsidiary corporation” with respect to the Company, as defined in Section 424(f) of the Code.

12. Rights on Termination of Employment. Unless otherwise required by applicable law, if a Participant’s employment terminates for any reason before the Exercise Date for any Offering, no contributions will be taken from any pay due and owing to the Participant and the balance in the Participant’s account will be paid to such Participant or, in the case of such Participant’s death, if permitted by the Administrator, to his or her designated beneficiary as if such Participant had withdrawn from the Plan under Section 7. An employee will be deemed to have terminated employment, for this purpose, if the corporation that employs him or her, having been a Designated Company, ceases to be an Affiliate or a Subsidiary, as applicable, or if the employee is transferred to any corporation other than the Company or a Designated Company. An employee will not be deemed to have terminated employment for this purpose, if the employee is on an approved leave of absence for military service or sickness or for any other purpose approved by the Company, if the employee’s right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise provides in writing.

13. Special Rules. Notwithstanding anything herein to the contrary, the Administrator may adopt special rules applicable to the employees of a particular Designated Company, whenever the Administrator determines that such rules are necessary or appropriate for the implementation of the Plan in a jurisdiction where such Designated Company has employees; provided that if such rules are inconsistent with the requirements of Section 423(b) of the Code, these employees will participate in the Non-423 Component. Any special rules

established pursuant to this Section 13 shall, to the extent possible, result in the employees subject to such rules having substantially the same rights as other Participants in the Plan.

14. Optionees Not Stockholders. Neither the granting of an Option to a Participant nor the deductions from his or her pay or other contributions shall deem such Participant to be a holder of the shares of Common Stock covered by an Option under the Plan until such shares have been purchased by and issued or transferred to him or her.

15. Rights Not Transferable. Rights under the Plan are not transferable by a Participant other than by will or the laws of descent and distribution, and are exercisable during the Participant's lifetime only by the Participant.

16. Application of Funds. All funds received or held by the Company under the Plan may be combined with other corporate funds and may be used for any corporate purpose; unless otherwise required under applicable law.

17. Adjustment in Case of Changes Affecting Common Stock. In the event of a subdivision of outstanding shares of Common Stock, the payment of a dividend in Common Stock or any other change affecting the Common Stock, the number of shares approved for the Plan and the share limitation set forth in Section 8 shall be equitably or proportionately adjusted to give proper effect to such event.

18. Amendment of the Plan. The Board may at any time and from time to time amend the Plan in any respect, except that without the approval within 12 months of such Board action by the stockholders, no amendment shall be made increasing the number of shares approved for the Plan or making any other change that would require stockholder approval in

order for the 423 Component of the Plan, as amended, to qualify as an "employee stock purchase plan" under Section 423(b) of the Code.

19. Insufficient Shares. If the total number of shares of Common Stock that would otherwise be purchased on any Exercise Date plus the number of shares purchased under previous Offerings under the Plan exceeds the maximum number of shares issuable under the Plan, the shares then available shall be apportioned among Participants in proportion to the amount of payroll deductions accumulated on behalf of each Participant that would otherwise be used to purchase Common Stock on such Exercise Date.

20. Termination of the Plan. The Plan may be terminated at any time by the Board. Upon termination of the Plan, all amounts in the accounts of Participants shall be promptly refunded. The Plan shall automatically terminate on the ten year anniversary of the Registration Date (as defined in Section 11).

21. Compliance with Law. The Company's obligation to sell and deliver Common Stock under the Plan is subject to completion of any registration or qualification of the Common Stock under any U.S. or non-U.S. local, state or federal securities or exchange control law or under rulings or regulations of the SEC or of any other governmental regulatory body, and to obtaining any approval or other clearance from any U.S. and non-U.S. local, state or federal governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Company is under no obligation to register or qualify the Common Stock with the SEC or any other U.S. or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of such stock.

22. Governing Law. This Plan and all Options and actions taken thereunder shall be governed by, and construed in accordance with, the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the State of California, applied without regard to conflict of law principles.

23. Issuance of Shares. Shares may be issued upon exercise of an Option from authorized but unissued Common Stock, from shares held in the treasury of the Company, or from any other proper source.

24. Tax Withholding. Participation in the Plan is subject to any applicable U.S. and non-U.S. federal, state or local tax withholding requirements on income the Participant realizes in connection with the Plan. Each Participant agrees, by participating in the Plan, that the Company and its Affiliates and Subsidiaries shall have the right to deduct any Tax Liability from any payment of any kind otherwise due to the Participant, including shares of Common Stock issuable under the Plan. Where a Tax Liability arises in connection with the Plan, the Company and/or a Designated Company may require that, as a condition of exercise of an Option and purchase of shares of Common Stock, a Participant must either:

(a) make a payment to the Company, or otherwise as the Company directs, of an amount equal to the Company's estimate of the amount of the Tax Liability; or

(b) enter into arrangements acceptable to the Company to secure that such payment is made (whether by surrender of shares of Common Stock, net share issuance, the sale of shares of Common Stock or otherwise).

For these purposes, “Tax Liability” shall mean any amount of U.S. or non-U.S. federal, state or local income tax, social security (or similar) contributions, payroll tax, fringe benefits tax, payment on account and/or other tax-related items related to the participation in the Plan and legally applicable to the Participant, which the Company and/or an Affiliate or Subsidiary become liable to pay on the Participant’s behalf to the relevant authorities in any jurisdiction.

25. Notification Upon Sale of Shares. Each Participant who is subject to tax in the United States with respect to his or her participation in the Plan agrees, by entering the Plan, to give the Company prompt notice of any disposition of shares purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such shares were purchased or within one year after the date such shares were purchased.

26. Effective Date and Approval of Shareholders. The Plan shall take effect on date immediately preceding the Registration Date, subject to approval by the holders of a majority of the votes cast at a meeting of stockholders at which a quorum is present or by written consent of the stockholders.

APPROVED BY THE BOARD OF DIRECTORS:	June 21, 2019
APPROVED BY THE STOCKHOLDERS:	June 22, 2019
AMENDED AND RESTATED:	December 12, 2019
AMENDED AND RESTATED:	February 10, 2021

APPENDIX A
Designated Companies

None

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Neil Kumar, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of BridgeBio Pharma, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

By: /s/ Neil Kumar

Neil Kumar, Ph.D.
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Brian Stephenson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of BridgeBio Pharma, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2021

By: /s/ Brian Stephenson

Brian Stephenson, Ph.D., CFA
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of BridgeBio Pharma, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: May 6, 2021

By: /s/ Neil Kumar

Neil Kumar, Ph.D.
Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of BridgeBio Pharma, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: May 6, 2021

By: /s/ Brian Stephenson

Brian Stephenson, Ph.D., CFA
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)