MIRNA THERAPEUTICS, INC.

FORM 425

(Filing of certain prospectuses and communications in connection with business combination transactions)

Filed 05/16/17

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **May 11, 2017**

Mirna Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-37566**	**26-1824804**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

1250 South Capital of Texas Highway
Austin, TX 78746
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: **(512) 901-0950**

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

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

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

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

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

☒ Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

CPRIT Agreements

On May 11, 2017, Mirna Therapeutics, Inc., a Delaware corporation (" ***Mirna*** "), entered into a letter agreement (the " ***Letter Agreement*** ") with the Cancer Prevention and Research Institute of Texas (" ***CPRIT*** ") related to that certain Cancer Research Grant Contract, effective as of August 1, 2010, by and between Mirna and CPRIT (the " ***2010 Contract*** ") and that certain Cancer Research Grant Contract, effective as of June 1, 2014, by and between Mirna and CPRIT (the " ***2014 Contract*** "). On May 11, 2017, Mirna and CPRIT entered into an attachment (the " ***2010 Amendment*** ") to amend the 2010 Contract. Under the 2010 Contract, Mirna previously agreed to repay grant proceeds to CPRIT under certain circumstances following the term of the 2010 Contract. Pursuant to the Letter Agreement and the 2010 Amendment, Mirna has agreed to repay CPRIT $5 million within five business days of May 11, 2017 as consideration for the termination of certain grant repayment and other obligations under the 2010 Contract, among other changes to the 2010 Contract.

The foregoing descriptions of the Letter Agreement and the 2010 Amendment are not complete and are qualified in their entirety by reference to the full text of the Letter Agreement and the 2010 Amendment, respectively, which will be filed as exhibits to Mirna's Quarterly Report on Form 10-Q for the quarterly period ending June 30, 2017.

Agreement and Plan of Merger

On May 15, 2017, Mirna, Meerkat Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Mirna (" ***Merger Sub*** "), and Synlogic, Inc., a Delaware corporation (" ***Synlogic*** "), entered into an Agreement and Plan of Merger and Reorganization (the " ***Merger Agreement*** "), pursuant to which, among other matters, and subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, Merger Sub will merge with and into Synlogic, with Synlogic continuing as a wholly owned subsidiary of Mirna and the surviving corporation of the merger (the " ***Merger*** "). The Merger is intended to qualify for federal income tax purposes as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

Subject to the terms and conditions of the Merger Agreement, at the closing of the Merger, (a) each outstanding share of Synlogic common stock and Synlogic preferred stock will be converted into the right to receive a number of shares of Mirna's common stock (" ***Mirna Common Stock*** ") equal to the exchange ratio described below; and (b) each outstanding Synlogic stock option that has not previously been exercised prior to the closing of the Merger will be assumed by Mirna.

Under the exchange ratio formula in the Merger Agreement, as of immediately after the Merger, the former Synlogic securityholders are expected to own approximately 83.18% of the outstanding shares of Mirna Common Stock on a fully-diluted basis and securityholders of Mirna as of immediately prior to the Merger are expected to own approximately 16.82% of the outstanding shares of Mirna Common Stock on a fully-diluted basis. The exchange ratio will be adjusted to the extent that Mirna's net cash at closing is greater than or less than $40 million, as described further in the Merger Agreement.

Consummation of the Merger is subject to certain closing conditions, including, among other things, approval by the stockholders of Mirna and Synlogic, and Mirna's satisfaction of a minimum net cash threshold of $33.5 million at closing. In accordance with the terms of the Merger Agreement, (i) certain executive officers, directors and stockholders of Synlogic (solely in their respective capacities as Synlogic stockholders) holding approximately 79% of the outstanding Synlogic capital stock (giving effect to Synlogic's recent Series C financing) have entered into support agreements with Mirna to vote all of their shares of Synlogic capital stock in favor of adoption of the Merger Agreement (the " ***Synlogic Support Agreements*** ") and (ii) certain executive officers, directors and stockholders of Mirna (solely in their respective capacities as Mirna stockholders) holding approximately 32% of the outstanding Mirna common stock have entered into support agreements with Synlogic to vote all of their shares of Mirna common stock in favor of approval of the Merger Agreement (the " ***Mirna Support Agreements*** ," together with the Synlogic Support Agreements, the " ***Support Agreements*** "). The Support Agreements include covenants with respect to the voting of such shares in favor of approving

the transactions contemplated by the Merger Agreement and against any competing acquisition proposals and place certain restrictions on the transfer of the shares of Mirna and Synlogic held by the respective signatories thereto.

Concurrently with the execution of the Merger Agreement, certain officers, directors and stockholders of Mirna holding approximately 32% of the outstanding Mirna common stock and certain officers, directors and stockholders of Synlogic holding approximately 84% of the Synlogic capital stock (giving effect to Synlogic's recent Series C financing) have entered into lock-up agreements (the " ***Lock-Up Agreements*** ") pursuant to which they accepted certain restrictions on transfers of shares of Mirna Common Stock for the 180-day period following the closing of the Merger.

The Merger Agreement contains certain termination rights for both Mirna and Synlogic, and further provides that, upon termination of the Merger Agreement under specified circumstances, either party may be required to pay the other party a termination fee of $2.0 million, or in some circumstances reimburse the other party's expenses up to a maximum of $1.0 million.

At the effective time of the Merger, the Board of Directors of Mirna is expected to consist of seven members, five of whom will be designated by Synlogic and two of whom will be designated by Mirna.

The preceding summary does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, the form of Synlogic Support Agreement, the form of Mirna Support Agreement and the form of Lock-Up Agreement, which are filed as Exhibits 2.1, 2.2, 2.3 and 2.4, respectively, and which are incorporated herein by reference. The Merger Agreement has been attached as an exhibit to this Current Report on Form 8-K to provide investors and securityholders with information regarding its terms. It is not intended to provide any other factual information about Synlogic or Mirna or to modify or supplement any factual disclosures about Mirna in its public reports filed with the Securities and Exchange Commission (the " ***SEC*** "). The Merger Agreement includes representations, warranties and covenants of Synlogic and Mirna made solely for the purpose of the Merger Agreement and solely for the benefit of the parties thereto in connection with the negotiated terms of the Merger Agreement. Investors should not rely on the representations, warranties and covenants in the Merger Agreement or any descriptions thereof as characterizations of the actual state of facts or conditions of Synlogic, Mirna or any of their respective affiliates. Moreover, certain of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to SEC filings or may have been used for purposes of allocating risk among the parties to the Merger Agreement, rather than establishing matters of fact.

Forward-Looking Statements

This communication contains "forward-looking statements" that involve substantial risks and uncertainties for purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, included in this communication regarding strategy, future operations, future financial position, future revenue, projected expenses, prospects, plans and objectives of management are forward-looking statements. In addition, when or if used in this communication, the words "may," "could," "should," "anticipate," "believe," "estimate," "expect," "intend," "plan," "predict" and similar expressions and their variants, as they relate to Mirna, Synlogic or the management of either company, before or after the aforementioned merger, may identify forward-looking statements. Examples of forward-looking statements include, but are not limited to, statements relating to the timing and completion of the proposed merger; Mirna's continued listing on the NASDAQ Global Market until closing of the proposed merger; the combined company's listing on the NASDAQ Global Market after closing of the proposed merger; expectations regarding the capitalization, resources and ownership structure of the combined company; the approach Synlogic is taking to discover and develop novel therapeutics using synthetic biology; the adequacy of the combined company's capital to support its future operations and its ability to successfully initiate and complete clinical trials; the nature, strategy and focus of the combined company; the difficulty in predicting the time and cost of development of Synlogic's product candidates; the executive and board structure of the combined company; and expectations regarding voting by Mirna's and Synlogic's stockholders. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the transaction are not satisfied, including the failure to timely or at all obtain stockholder approval for the transaction; uncertainties as to the timing of the consummation of the transaction and the ability of each of Mirna and Synlogic to consummate the transaction; risks related to Mirna's ability to correctly estimate its operating expenses and its expenses associated with the transaction; the ability of Mirna or Synlogic to protect their respective intellectual property rights; unexpected costs, charges

or expenses resulting from the transaction; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the transaction; and legislative, regulatory, political and economic developments. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in Mirna's Quarterly Report on Form 10-Q filed with the SEC on May 9, 2017. Mirna can give no assurance that the conditions to the transaction will be satisfied. Except as required by applicable law, Mirna undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

No Offer or Solicitation

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transaction or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the United States Securities Act of 1933, as amended. Subject to certain exceptions to be approved by the relevant regulators or certain facts to be ascertained, the public offer will not be made directly or indirectly, in or into any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction, or by use of the mails or by any means or instrumentality (including without limitation, facsimile transmission, telephone and the internet) of interstate or foreign commerce, or any facility of a national securities exchange, of any such jurisdiction.

Important Additional Information Will be Filed with the SEC

In connection with the proposed transaction between Mirna and Synlogic, Mirna intends to file relevant materials with the SEC, including a registration statement that will contain a proxy statement and prospectus. **MIRNA URGES INVESTORS AND STOCKHOLDERS TO READ THESE MATERIALS CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT MIRNA, THE PROPOSED TRANSACTION AND RELATED MATTERS** . Investors and shareholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by Mirna with the SEC (when they become available) through the website maintained by the SEC at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by Mirna with the SEC by contacting Investor Relations by mail at Attn: Investor Relations, PO Box 163387, Austin, TX 78716. Investors and stockholders are urged to read the proxy statement, prospectus and the other relevant materials when they become available before making any voting or investment decision with respect to the proposed transaction.

Participants in the Solicitation

Mirna and Synlogic, and each of their respective directors and executive officers and certain of their other members of management and employees, may be deemed to be participants in the solicitation of proxies in connection with the proposed transaction. Information about Mirna's directors and executive officers is included in Mirna's Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on March 15, 2017. Additional information regarding these persons and their interests in the transaction will be included in the proxy statement relating to the transaction when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated below.

Item 1.02 Termination of a Material Definitive Agreement.

On May 11, 2017, Mirna and CPRIT entered into an attachment (the " ***2014 Amendment*** ") to the 2014 Contract. Pursuant to the Letter Agreement and 2014 Amendment, Mirna and CPRIT have agreed to terminate the 2014 Contract effective as of May 11, 2017.

The foregoing description of the 2014 Attachment is not complete and is qualified in its entirety by reference to the full text of the 2014 Amendment, which will be filed as an exhibit to Mirna's Quarterly Report on Form 10-Q for the quarterly period ending June 30, 2017.

Item 7.01 Regulation FD Disclosure.

Mirna and Synlogic will host a joint conference call on May 16, 2017 at 8:30 a.m. Eastern Time to discuss the proposed Merger. A live audio webcast of the management presentation will be available at investor.mirnarx.com. Alternatively, callers may listen to the

conference call by phone by dialing +1-844-815-2882 (U.S.) or + 1-213-660-0926. The conference ID number is 22587340. The webcast will be archived on Mirna's website for at least 30 days.

By filing the information in this Item 7.01 of this Current Report on Form 8-K, Mirna makes no admission as to the materiality of any information in this report. The information contained herein is intended to be considered in the context of Mirna's filings with the SEC and other public announcements that Mirna makes, by press release or otherwise, from time to time. Mirna undertakes no duty or obligation to publicly update or revise the information contained in this report, although it may do so from time to time as its management believes is appropriate. Any such updating may be made through the filing of other reports or documents with the SEC, through press releases or through other public disclosure.

Item 8.01 Other Events.

Attached as Exhibit 99.1 is a copy of the joint press release issued by Mirna and Synlogic on May 16, 2017 announcing the execution of the Merger Agreement.

On May 16, 2017, a representative of Synlogic sent an email to Synlogic's vendors, business partners and industry contacts announcing the Merger Agreement. A copy of the email is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Reference is made to the Exhibit Index included with this Current Report on Form 8-K.

SIGNATURES

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

Date: May 16, 2017

MIRNA THERAPEUTICS, INC.

By: /s/ Paul Lammers

Name: Paul Lammers, M.D., M.Sc.

Title: President and Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated as of May 15, 2017, by and among Mirna Therapeutics, Inc., Meerkat Merger Sub, Inc. and Synlogic, Inc.
2.2	Form of Support Agreement, by and between Mirna Therapeutics, Inc. and certain securityholders of Synlogic, Inc.
2.3	Form of Support Agreement, by and between Synlogic, Inc. and certain securityholders of Mirna Therapeutics, Inc.
2.4	Form of Lock-Up Agreement, by and between Mirna Therapeutics, Inc. and certain securityholders of Mirna Therapeutics, Inc. and Synlogic, Inc.
99.1	Joint Press Release issued May 16, 2017 by Mirna Therapeutics, Inc. and Synlogic, Inc.
99.2	Email to Synlogic, Inc. vendors, business partners and industry contacts, dated May 16, 2017.

* Certain schedules and exhibits to the Merger Agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the Securities Exchange Commission upon request.

Exhibit 2.1

Execution Copy

AGREEMENT AND PLAN OF MERGER
AND REORGANIZATION

among:

MIRNA THERAPEUTICS, INC.,
a Delaware corporation;

MEERKAT MERGER SUB, INC.,
a Delaware corporation;

and

SYNLOGIC, INC.,
a Delaware corporation

Dated as of May 15, 2017

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Exhibits:

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Exhibit D	Form of Lock-Up Agreement
Exhibit E	Form of Company Stockholder Written Consent

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this " ***Agreement*** ") is made and entered into as of May 15, 2017, by and among **MIRNA THERAPEUTICS, INC.,** a Delaware corporation (" ***Meerkat*** "), **MEERKAT MERGER SUB, INC.** , a Delaware corporation and wholly owned subsidiary of Meerkat (" ***Merger Sub*** "), and **SYNLOGIC, INC.** , a Delaware corporation (the " ***Company*** "). Certain capitalized terms used in this Agreement are defined in **Exhibit A** .

RECITALS

A. Meerkat and the Company intend to effect a merger of Merger Sub with and into the Company (the " ***Merger*** ") in accordance with this Agreement and the DGCL. Upon consummation of the Merger, Merger Sub will cease to exist and the Company will become a wholly owned subsidiary of Meerkat.

B. The Parties intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Code.

C. The Meerkat Board has (i) determined that the Contemplated Transactions are fair to, advisable and in the best interests of Meerkat and its stockholders, (ii) approved and declared advisable this Agreement and the Contemplated Transactions, including the issuance of shares of Meerkat Common Stock to the stockholders of the Company pursuant to the terms of this Agreement and (iii) determined to recommend, upon the terms and subject to the conditions set forth in this Agreement, that the stockholders of Meerkat vote to approve this Agreement and the Contemplated Transactions, including the issuance of shares of Meerkat Common Stock to the stockholders of the Company pursuant to the terms of this Agreement and, if deemed necessary by the Parties, an amendment to Meerkat's certificate of incorporation to effect the Meerkat Reverse Stock Split.

D. The Merger Sub Board has (i) determined that the Contemplated Transactions are fair to, advisable, and in the best interests of Merger Sub and its sole stockholder, (ii) approved and declared advisable this Agreement and the Contemplated Transactions and (iii) determined to recommend, upon the terms and subject to the conditions set forth in this Agreement, that the stockholder of Merger Sub vote to adopt this Agreement and thereby approve the Contemplated Transactions.

E. The Company Board has (i) determined that the Contemplated Transactions are fair to, advisable and in the best interests of the Company and its stockholders, (ii) approved and declared advisable this Agreement and the Contemplated Transactions and (iii) determined to recommend, upon the terms and subject to the conditions set forth in this Agreement, that the stockholders of the Company vote to adopt this Agreement and thereby approve the Contemplated Transactions.

F. Concurrently with the execution and delivery of this Agreement and as a condition and inducement to the Company's willingness to enter into this Agreement, the officers, directors and stockholders of Meerkat listed on Section A of the Meerkat Disclosure Schedule (solely in their capacity as stockholders of Meerkat) are executing support agreements

in favor of the Company in substantially the form attached hereto as **Exhibit B** (the " ***Meerkat Stockholder Support Agreement*** "), pursuant to which such Persons have, subject to the terms and conditions set forth therein, agreed to vote all of their shares of capital stock of Meerkat in favor of the approval of this Agreement and thereby approve the Contemplated Transactions and against any competing proposals.

G. Concurrently with the execution and delivery of this Agreement and as a condition and inducement to Meerkat's willingness to enter into this Agreement, the officers, directors and 5% or greater stockholders (together with their Affiliates) of the Company listed on Section A of the Company Disclosure Schedule (solely in their capacity as stockholders of the Company) are executing support agreements in favor of Meerkat in substantially the form attached hereto as **Exhibit C** (the " ***Company Stockholder Support Agreement*** "), pursuant to which such Persons have, subject to the terms and conditions set forth therein, agreed to vote all of their shares of Company Capital Stock in favor of the adoption of this Agreement and thereby approve the Contemplated Transactions and against any competing proposals.

H. Concurrently with the execution and delivery of this Agreement and as a condition and inducement to Meerkat's willingness to enter into this Agreement, the officers, directors and stockholders of the Company listed on Section A of the Company Disclosure Schedule are executing lock-up agreements in substantially the form attached hereto as **Exhibit D** (collectively, the " ***Company Lock-Up Agreements*** ").

I. Concurrently with the execution and delivery of this Agreement and as a condition and inducement to the Company's willingness to enter into this Agreement, the officers, directors and stockholders of Meerkat listed on Section A of the Meerkat Disclosure Schedule are executing lock-up agreements in substantially the form attached hereto as **Exhibit D** (collectively, the " ***Meerkat Lock-Up Agreements*** ").

J. It is expected that the issuance of shares of Meerkat Common Stock to the stockholders of the Company pursuant to the Merger will result in a change of control of Meerkat.

K. It is expected that within two (2) Business Days after the Registration Statement is declared effective under the Securities Act, the holders of shares of Company Capital Stock sufficient to adopt and approve this Agreement and the Merger as required under the DGCL and the Company's certificate of incorporation and bylaws will execute and deliver an action by written consent adopting this Agreement in substantially the form attached hereto as **Exhibit E** , in order to obtain the Required Company Stockholder Vote (each, a " ***Company Stockholder Written Consent*** " and collectively, the " ***Company Stockholder Written Consents*** ").

L. Concurrently with the execution of this Agreement, the Company completed a private placement of Company Preferred Stock raising an aggregate of $42,000,000 of gross proceeds for the Company.

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

Section 1 Description of Transaction

1.1 The Merger . Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company, and the separate existence of Merger Sub shall cease. The Company will continue as the surviving corporation in the Merger (the " ***Surviving Corporation*** ").

1.2 Effects of the Merger . The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL. As a result of the Merger, the Company will become a wholly owned subsidiary of Meerkat.

1.3 Closing; Effective Time . Unless this Agreement is earlier terminated pursuant to the provisions of Section 9.1 , and subject to the satisfaction or waiver of the conditions set forth in Sections 6 , 7 and 8 , the consummation of the Merger (the " ***Closing*** ") shall take place at the offices of Latham & Watkins LLP, 140 Scott Drive, Menlo Park, California 94025, as promptly as practicable (but in no event later than the second Business Day following the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Sections 6 , 7 and 8 , other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of each of such conditions), or at such other time, date and place as Meerkat and the Company may mutually agree in writing. The date on which the Closing actually takes place is referred to as the " ***Closing Date*** ." At the Closing, the Parties shall cause the Merger to be consummated by executing and filing with the Secretary of State of the State of Delaware a certificate of merger with respect to the Merger, satisfying the applicable requirements of the DGCL and in a form reasonably acceptable to Meerkat and the Company (the " ***Certificate of Merger*** "). The Merger shall become effective at the time of the filing of such Certificate of Merger with the Secretary of State of the State of Delaware or at such later time as may be specified in such Certificate of Merger with the consent of Meerkat and the Company (the time as of which the Merger becomes effective being referred to as the " ***Effective Time*** ").

1.4 Certificate of Incorporation and Bylaws; Directors and Officers . At the Effective Time:

(a) the certificate of incorporation of the Surviving Corporation shall be amended and restated in its entirety to read identically to the certificate of incorporation of Merger Sub as in effect immediately prior to the Effective Time, until thereafter amended as provided by the DGCL and such certificate of incorporation;

(b) the certificate of incorporation of Meerkat shall be identical to the certificate of incorporation of Meerkat immediately prior to the Effective Time, until thereafter amended as provided by the DGCL and such certificate of incorporation; *provided* , *however* , that at the Effective Time, Meerkat shall file an amendment to its certificate of incorporation to (i) change the name of Meerkat to "Synlogic, Inc.", (ii) effect the Meerkat Reverse Stock Split (to the extent applicable and necessary) and (iii) make such other changes as are mutually agreeable to Meerkat and the Company;

(c) the bylaws of the Surviving Corporation shall be identical to the bylaws of Merger Sub as in effect immediately prior to the Effective Time, until thereafter amended as provided by the DGCL and such bylaws;

(d) the directors and officers of Meerkat, each to hold office in accordance with the certificate of incorporation and bylaws of Meerkat, shall be as set forth in Section 5.15 ; and

(e) the directors and officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation, shall be the directors and officers of Meerkat as set forth in Section 5.15 , after giving effect to the provisions of Section 5.15 .

1.5 Conversion of Shares .

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of Meerkat, Merger Sub, the Company or any stockholder of the Company or Meerkat:

(i) any shares of Company Capital Stock held as treasury stock or held or owned by the Company or Merger Sub, or any Subsidiary of the Company immediately prior to the Effective Time shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor; and

(ii) subject to Section 1.5(c) , each share of Company Capital Stock outstanding immediately prior to the Effective Time (excluding shares to be canceled pursuant to Section 1.5(a)(i) and excluding Dissenting Shares) shall be converted solely into the right to receive a number of shares of Meerkat Common Stock equal to the Exchange Ratio (the " ***Merger Consideration*** ").

(b) If any shares of Company Capital Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option or a risk of forfeiture under any applicable restricted stock purchase agreement or other similar agreement with the Company, then the shares of Meerkat Common Stock issued in exchange for such shares of Company Capital Stock will to the same extent be unvested and subject to the same repurchase option or risk of forfeiture, and such shares of Meerkat Common Stock shall accordingly be marked with appropriate legends. The Company shall take all actions that may be necessary to ensure that, from and after the Effective Time, Meerkat is entitled to exercise any such repurchase option or other right set forth in any such restricted stock purchase agreement or other agreement.

(c) No fractional shares of Meerkat Common Stock shall be issued in connection with the Merger, and no certificates or scrip for any such fractional shares shall be issued. Any holder of Company Capital Stock who would otherwise be entitled to receive a fraction of a share of Meerkat Common Stock (after aggregating all fractional shares of Meerkat Common Stock issuable to such holder) shall, in lieu of such fraction of a share and upon surrender by such holder of a letter of transmittal in accordance with Section 1.8 and any accompanying documents as required therein, be paid in cash the dollar amount (rounded to the

nearest whole cent), without interest, determined by multiplying such fraction by the closing price of a share of Meerkat Common Stock on the NASDAQ Global Market (or such other NASDAQ market on which the Meerkat Common Stock then trades) on the date the Merger becomes effective.

(d) All Company Options outstanding immediately prior to the Effective Time under the Company Plan shall be treated in accordance with Section 5.5 .

(e) Each share of common stock, $0.0001 par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock, $0.0001 par value per share, of the Surviving Corporation. Each stock certificate of Merger Sub evidencing ownership of any such shares shall, as of the Effective Time, evidence ownership of such shares of common stock of the Surviving Corporation.

(f) If, between the date of this Agreement and the Effective Time, the outstanding shares of Company Capital Stock or Meerkat Common Stock shall have been changed into, or exchanged for, a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, recapitalization, split (including the Meerkat Reverse Stock Split to the extent such split has not previously been taken into account in calculating the Exchange Ratio), combination or exchange of shares or other like change, the Exchange Ratio shall, to the extent necessary, be equitably adjusted to reflect such change to the extent necessary to provide the holders of Company Capital Stock, Company Options and Meerkat Common Stock with the same economic effect as contemplated by this Agreement prior to such stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares or other like change; *provided, however* , that nothing herein will be construed to permit the Company or Meerkat to take any action with respect to Company Capital Stock or Meerkat Common Stock, respectively, that is prohibited or not expressly permitted by the terms of this Agreement.

1.6 Calculation of Net Cash .

(a) Not less than five calendar days prior to the anticipated date for Closing (the " ***Anticipated Closing Date*** "), Meerkat will deliver to the Company a schedule (the " ***Net Cash Schedule*** ") setting forth, in reasonable detail, Meerkat's good faith, estimated calculation of Net Cash (using an estimate of Meerkat's accounts payable and accrued expenses, in each case as of the Anticipated Closing Date and determined in a manner substantially consistent with the manner in which such items were determined for Meerkat's most recent SEC filings) (the " ***Net Cash Calculation*** " and the date of delivery of such schedule, the " ***Delivery Date*** ") of Net Cash as of the close of business on the last Business Day prior to the Anticipated Closing Date (the " ***Cash Determination Time*** ") prepared and certified by Meerkat's Chief Financial Officer (or if there is no Chief Financial Officer, the principal accounting officer for Meerkat). Meerkat shall make available to the Company, as reasonably requested by the Company, the work papers and back-up materials used or useful in preparing the Net Cash Schedule and, if requested by the Company, Meerkat's accountants and counsel at reasonable times and upon reasonable notice.

(b) Within three Business Days after the Delivery Date (the last day of such period, the " ***Response Date*** "), the Company shall have the right to dispute any part of the Net Cash Calculation by delivering a written notice to that effect to Meerkat (a " ***Dispute Notice*** "). Any Dispute Notice shall identify in reasonable detail the nature and amounts of any proposed revisions to the Net Cash Calculation.

(c) If, on or prior to the Response Date, (i) the Company notifies Meerkat in writing that it has no objections to the Net Cash Calculation or (ii) the Company fails to deliver a Dispute Notice as provided in Section 1.6(b) , then the Net Cash Calculation as set forth in the Net Cash Schedule shall be deemed to have been finally determined for purposes of this Agreement and to represent the Net Cash at the Cash Determination Time for purposes of this Agreement.

(d) If the Company delivers a Dispute Notice on or prior to the Response Date, then Representatives of Meerkat and the Company shall promptly meet and attempt in good faith to resolve the disputed item(s) and negotiate an agreed-upon determination of Net Cash, which agreed upon Net Cash amount shall be deemed to have been finally determined for purposes of this Agreement and to represent the Net Cash at the Cash Determination Time for purposes of this Agreement.

(e) If Representatives of Meerkat and the Company are unable to negotiate an agreed-upon determination of Net Cash as of the Cash Determination Time pursuant to Section 1.6(d) within three calendar days after delivery of the Dispute Notice (or such other period as Meerkat and the Company may mutually agree upon), then any remaining disagreements as to the calculation of Net Cash shall be referred to an independent auditor of recognized national standing jointly selected by Meerkat and the Company (the " ***Accounting Firm*** "). Meerkat shall promptly deliver to the Accounting Firm the work papers and back-up materials used in preparing the Net Cash Schedule, and Meerkat and the Company shall use commercially reasonable efforts to cause the Accounting Firm to make its determination within ten calendar days of accepting its selection. The Company and Meerkat shall be afforded the opportunity to present to the Accounting Firm any material related to the unresolved disputes and to discuss the issues with the Accounting Firm; *provided, however* , that no such presentation or discussion shall occur without the presence of a Representative of each of the Company and Meerkat. The determination of the Accounting Firm shall be limited to the disagreements submitted to the Accounting Firm. The determination of the amount of Net Cash made by the Accounting Firm shall be made in writing delivered to each of Meerkat and the Company, shall be final and binding on Meerkat and the Company and shall be deemed to have been finally determined for purposes of this Agreement and to represent the Net Cash at the Cash Determination Time for purposes of this Agreement. The Parties shall delay the Closing until the resolution of the matters described in this Section 1.6(e) . The fees and expenses of the Accounting Firm shall be allocated between Meerkat and the Company in the same proportion that the disputed amount of the Net Cash that was unsuccessfully disputed by such Party (as finally determined by the Accounting Firm) bears to the total disputed amount of the Net Cash amount. If this Section 1.6(e) applies as to the determination of the Net Cash at the Cash Determination Time described in Section 1.6(a) , upon resolution of the matter in accordance with this Section 1.6(e) , the Parties shall not be required to determine Net Cash again even though the Closing Date may occur later than the Anticipated Closing Date, except that either Meerkat or the Company may request a

redetermination of Net Cash if the Closing Date is more than 30 calendar days after the Anticipated Closing Date.

1.7 Closing of the Company's Transfer Books . At the Effective Time: (a) all shares of Company Capital Stock outstanding immediately prior to the Effective Time shall be treated in accordance with Section 1.5(a) , and all holders of certificates representing shares of Company Capital Stock that were outstanding immediately prior to the Effective Time shall cease to have any rights as stockholders of the Company; and (b) the stock transfer books of the Company shall be closed with respect to all shares of Company Capital Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of Company Capital Stock shall be made on such stock transfer books after the Effective Time. If, after the Effective Time, a valid certificate previously representing any shares of Company Capital Stock outstanding immediately prior to the Effective Time (a " ***Company Stock Certificate*** ") is presented to the Exchange Agent or to the Surviving Corporation, such Company Stock Certificate shall be canceled and shall be exchanged as provided in Sections 1.5 and 1.8 .

1.8 Surrender of Certificates .

(a) On or prior to the Closing Date, Meerkat and the Company shall agree upon and select a reputable bank, transfer agent or trust company to act as exchange agent in the Merger (the " ***Exchange Agent*** "). At the Effective Time, Meerkat shall deposit with the Exchange Agent: (i) evidence of book-entry shares representing the Meerkat Common Stock issuable pursuant to Section 1.5(a) and (ii) cash sufficient to make payments in lieu of fractional shares in accordance with Section 1.5(c) . The Meerkat Common Stock and cash amounts so deposited with the Exchange Agent, together with any dividends or distributions received by the Exchange Agent with respect to such shares, are referred to collectively as the " ***Exchange Fund*** ."

(b) Promptly after the Effective Time, the Parties shall cause the Exchange Agent to mail to the Persons who were record holders of shares of Company Capital Stock that were converted into the right to receive the Merger Consideration: (i) a letter of transmittal in customary form and containing such provisions as Meerkat may reasonably specify (including a provision confirming that delivery of Company Stock Certificates shall be effected, and risk of loss and title to Company Stock Certificates shall pass, only upon delivery of such Company Stock Certificates to the Exchange Agent); and (ii) instructions for effecting the surrender of Company Stock Certificates in exchange for book-entry shares of Meerkat Common Stock. Upon surrender of a Company Stock Certificate to the Exchange Agent for exchange, together with a duly executed letter of transmittal and such other documents as may be reasonably required by the Exchange Agent or Meerkat: (A) the holder of such Company Stock Certificate shall be entitled to receive in exchange therefor book-entry shares representing the Merger Consideration (in a number of whole shares of Meerkat Common Stock) that such holder has the right to receive pursuant to the provisions of Section 1.5(a) (and cash in lieu of any fractional share of Meerkat Common Stock pursuant to the provisions of Section 1.5(c)); and (B) the Company Stock Certificate so surrendered shall be canceled. Until surrendered as contemplated by this Section 1.8(b) , each Company Stock Certificate shall be deemed, from and after the Effective Time, to represent only the right to receive book-entry shares of Meerkat Common Stock representing the Merger Consideration (and cash in lieu of any fractional share of Meerkat

Common Stock). If any Company Stock Certificate shall have been lost, stolen or destroyed, Meerkat may, in its discretion and as a condition precedent to the delivery of any shares of Meerkat Common Stock, require the owner of such lost, stolen or destroyed Company Stock Certificate to provide an applicable affidavit with respect to such Company Stock Certificate and post a bond indemnifying Meerkat against any claim suffered by Meerkat related to the lost, stolen or destroyed Company Stock Certificate or any Meerkat Common Stock issued in exchange therefor as Meerkat may reasonably request.

(c) No dividends or other distributions declared or made with respect to Meerkat Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Company Stock Certificate with respect to the shares of Meerkat Common Stock that such holder has the right to receive in the Merger until such holder surrenders such Company Stock Certificate or provides an affidavit of loss or destruction in lieu thereof in accordance with this Section 1.8 (at which time such holder shall be entitled, subject to the effect of applicable abandoned property, escheat or similar laws, to receive all such dividends and distributions, without interest).

(d) Any portion of the Exchange Fund that remains undistributed to holders of Company Stock Certificates as of the date that is 180 days after the Closing Date shall be delivered to Meerkat upon demand, and any holders of Company Stock Certificates who have not theretofore surrendered their Company Stock Certificates in accordance with this Section 1.8 shall thereafter look only to Meerkat for satisfaction of their claims for Meerkat Common Stock, cash in lieu of fractional shares of Meerkat Common Stock and any dividends or distributions with respect to shares of Meerkat Common Stock.

(e) Each of the Exchange Agent, Meerkat and the Surviving Corporation shall be entitled to deduct and withhold from any consideration deliverable pursuant to this Agreement to any holder of any Company Stock Certificate such amounts as are required to be deducted or withheld from such consideration under the Code or under any other applicable Law. To the extent such amounts are so deducted or withheld, and remitted to the appropriate taxing authority, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

(f) No party to this Agreement shall be liable to any holder of any Company Stock Certificate or to any other Person with respect to any shares of Meerkat Common Stock (or dividends or distributions with respect thereto) or for any cash amounts delivered to any public official pursuant to any applicable abandoned property law, escheat law or similar Law.

1.9 Appraisal Rights .

(a) Notwithstanding any provision of this Agreement to the contrary, shares of Company Capital Stock that are outstanding immediately prior to the Effective Time and which are held by stockholders who have exercised and perfected appraisal rights for such shares of Company Capital Stock in accordance with the DGCL (collectively, the " ***Dissenting Shares*** ") shall not be converted into or represent the right to receive the Merger Consideration described in Section 1.5 attributable to such Dissenting Shares. Such stockholders shall be entitled to receive payment of the appraised value of such shares of Company Capital Stock held by them in

accordance with the DGCL, unless and until such stockholders fail to perfect or effectively withdraw or otherwise lose their appraisal rights under the DGCL. All Dissenting Shares held by stockholders who shall have failed to perfect or who effectively shall have withdrawn or lost their right to appraisal of such shares of Company Capital Stock under the DGCL shall thereupon be deemed to be converted into and to have become exchangeable for, as of the Effective Time, the right to receive the Merger Consideration attributable to such Dissenting Shares upon their surrender in the manner provided in Section 1.5 .

(b) The Company shall give Meerkat prompt written notice of any demands by dissenting stockholders received by the Company, withdrawals of such demands and any other instruments served on the Company and any material correspondence received by the Company in connection with such demands. The Company shall not, without Meerkat's prior written consent, make any payment with respect to, or settle or offer to settle, any such demands, or agree to do any of the foregoing.

1.10 Further Action . If, at any time after the Effective Time, any further action is determined by the Surviving Corporation to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession of and to all rights and property of the Company, then the officers and directors of the Surviving Corporation shall be fully authorized, and shall use their and its commercially reasonable efforts (in the name of the Company, in the name of Merger Sub, in the name of the Surviving Corporation and otherwise) to take such action.

1.11 Tax Consequences . For United States federal income tax purposes, the Merger is intended to constitute a reorganization within the meaning of Section 368(a) of the Code. The Parties adopt this Agreement as a "plan of reorganization" within the meaning of Section 1.368-2(g) of the Treasury Regulations.

Section 2 Representations and Warranties of the Company

Subject to Section 10.13(h) , except as set forth in the written disclosure schedule delivered by the Company to Meerkat (the " ***Company Disclosure Schedule*** "), the Company represents and warrants to Meerkat and Merger Sub as follows:

2.1 Due Organization; Subsidiaries; Etc .

(a) Each of the Company and its Subsidiaries is a corporation or other legal entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all necessary power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own or lease and use its property and assets in the manner in which its property and assets are currently owned or leased and used; and (iii) to perform its obligations under all Contracts by which it is bound.

(b) Each of the Company and its Subsidiaries is duly licensed and qualified to do business, and is in good standing (to the extent applicable in such jurisdiction), under the laws of all jurisdictions where the nature of its business requires such licensing or qualification other

than in jurisdictions where the failure to be so qualified individually or in the aggregate would not be reasonably expected to have a Company Material Adverse Effect.

(c) The Company has no Subsidiaries, except for the Entities identified in Section 2.1(c) of the Company Disclosure Schedule; and neither the Company nor any of the Entities identified in Section 2.1(c) of the Company Disclosure Schedule owns any capital stock of, or any equity, ownership or profit sharing interest of any nature in, or controls directly or indirectly, any other Entity other than the Entities identified in Section 2.1(c) of the Company Disclosure Schedule. Neither the Company nor any of its Subsidiaries is and or has otherwise been, directly or indirectly, a party to, member of or participant in any partnership, joint venture or similar business entity. Neither the Company nor any of its Subsidiaries has agreed or is obligated to make, or is bound by any Contract under which it may become obligated to make, any future investment in or capital contribution to any other Entity. Neither the Company nor any of its Subsidiaries has, at any time, been a general partner of, or has otherwise been liable for any of the debts or other obligations of, any general partnership, limited partnership or other Entity.

2.2 Organizational Documents . The Company has delivered to Meerkat accurate and complete copies of the Organizational Documents of the Company and each of its Subsidiaries. Neither the Company nor any of its Subsidiaries is in breach or violation of its Organizational Documents in any material respect.

2.3 Authority; Binding Nature of Agreement . The Company and each of its Subsidiaries have all necessary corporate power and authority to enter into and to perform its obligations under this Agreement and to consummate the Contemplated Transactions. The Company Board has (i) determined that the Contemplated Transactions are fair to, advisable and in the best interests of the Company and its stockholders, (ii) approved and declared advisable this Agreement and the Contemplated Transactions and (iii) determined to recommend, upon the terms and subject to the conditions set forth in this Agreement, that the stockholders of the Company vote to adopt this Agreement and thereby approve the Contemplated Transactions. This Agreement has been duly executed and delivered by the Company and assuming the due authorization, execution and delivery by Meerkat and Merger Sub, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions. Prior to the execution of the Company Stockholder Support Agreements, the Company Board approved the Company Stockholder Support Agreements and the transactions contemplated thereby.

2.4 Vote Required . The affirmative vote of (i) the holders of a majority of the shares of Company Common Stock and Company Preferred Stock voting together as a single class and (ii) the holders of 66 2/3% of the Company Preferred Stock voting as a separate class, each outstanding on the record date for the Company Stockholder Written Consent and entitled to vote thereon (the " ***Required Company Stockholder Vote*** "), is the only vote of the holders of any class or series of Company Capital Stock necessary to adopt and approve this Agreement and approve the Contemplated Transactions.

2.5 Non-Contravention; Consents . Subject to compliance with the HSR Act and any foreign antitrust Law, obtaining the Required Company Stockholder Vote and the filing of

the Certificate of Merger required by the DGCL, neither (x) the execution, delivery or performance of this Agreement by the Company, nor (y) the consummation of the Contemplated Transactions, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of any of the provisions of the Company's Organizational Documents;

(b) contravene, conflict with or result in a material violation of, or give any Governmental Body or other Person the right to challenge the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Law or any order, writ, injunction, judgment or decree to which the Company or its Subsidiaries, or any of the assets owned or used by the Company or its Subsidiaries, is subject;

(c) contravene, conflict with or result in a material violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by the Company or its Subsidiaries;

(d) contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of any Company Material Contract, or give any Person the right to: (i) declare a default or exercise any remedy under any Company Material Contract; (ii) any material payment, rebate, chargeback, penalty or change in delivery schedule under any Company Material Contract; (iii) accelerate the maturity or performance of any Company Material Contract; or (iv) cancel, terminate or modify any term of any Company Material Contract, except in the case of any non-material breach, default, penalty or modification; or

(e) result in the imposition or creation of any Encumbrance upon or with respect to any asset owned or used by the Company or its Subsidiaries (except for Permitted Encumbrances).

Except for (i) any Consent set forth on Section 2.5 of the Company Disclosure Schedule under any Company Contract, (ii) the Required Company Stockholder Vote, (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware pursuant to the DGCL, (iv) any required filings under the HSR Act and any foreign antitrust Law and (v) such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal and state securities laws, neither the Company nor any of its Subsidiaries was, is, or will be required to make any filing with or give any notice to, or to obtain any Consent from, any Person in connection with (x) the execution, delivery or performance of this Agreement, or (y) the consummation of the Contemplated Transactions. The Company Board has taken and will take all actions necessary to ensure that the restrictions applicable to business combinations contained in Section 203 of the DGCL are, and will be, inapplicable to the execution, delivery and performance of this Agreement and the Company Stockholder Support Agreements and to the consummation of the Contemplated Transactions. No other state takeover statute or similar Law applies or purports to apply to the Merger, this Agreement, the Company Stockholder Support Agreements or any of the Contemplated Transactions.

2.6 Capitalization, Etc .

(a) The authorized Company Capital Stock as of the date of this Agreement consists of (i) 26,300,000 shares of Company Common Stock, par value $0.0001 per share, of which 4,912,656 shares have been issued and are outstanding as of the date of this Agreement, and (ii) 20,132,055 shares of preferred stock, par value $0.0001 per share, of which (A) 8,502,752 shares have been designated as Series A Preferred Stock, including (x) 1,650,678 shares which have been designated as Series A-1 Preferred Stock, all of which are issued and outstanding as of the date of this Agreement, (y) 2,572,912 shares which have been designated as Series A-2 Preferred Stock, all of which are issued and outstanding as of the date of this Agreement, and (z) 4,279,162 shares which have been designated as Series A-3 Preferred Stock, all of which are issued and outstanding as of the date of this Agreement, (B) 5,425,829 shares which have been designated as Series B Preferred Stock , all of which are issued and outstanding as of the date of this Agreement, and (C) 6,203,474 shares which have been designated as Series C Preferred Stock, 5,210,922 of which are issued and outstanding as of the date of this Agreement. The Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, Series B Preferred Stock and Series C Preferred Stock are collectively referred to herein as the " ***Company Preferred Stock*** ". The Company does not hold any shares of its capital stock in its treasury. Except as contemplated herein, there is no Company Contract relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of (or granting any option or similar right with respect to), any shares of Company Common Stock or Company Preferred Stock.

(b) All of the outstanding shares of Company Common Stock and Company Preferred Stock have been duly authorized and validly issued, and are fully paid and nonassessable and are free of any Encumbrances. None of the outstanding shares of Company Common Stock or Company Preferred Stock is entitled or subject to any preemptive right, right of participation, right of maintenance or any similar right. None of the outstanding shares of Company Common Stock or Company Preferred Stock is subject to any right of first refusal in favor of the Company. The Company is not under any obligation, nor is it bound by any Contract pursuant to which it may become obligated, to repurchase, redeem or otherwise acquire any outstanding shares of Company Common Stock or other securities. Section 2.6(b) of the Company Disclosure Schedule accurately and completely lists all repurchase rights held by the Company with respect to shares of Company Common Stock (including shares issued pursuant to the exercise of stock options) and specifies which of those repurchase rights are currently exercisable. Each share of Company Preferred Stock is convertible into one share of Company Common Stock.

(c) Except for the Company's 2017 Stock Incentive Plan, as amended (the " ***Company Plan*** "), the Company does not have any stock option plan or any other plan, program, agreement or arrangement providing for any equity-based compensation for any Person. As of the date of this Agreement, the Company has reserved 3,214,926 shares of Company Common Stock for issuance under the Company Plan, of which 1,962,875 shares have been issued and are currently outstanding, 1,184,785 shares have been reserved for issuance upon exercise of Company Options granted under the Company Plan, and 67,266 shares of Company Common Stock remain available for future issuance pursuant to the Company Plan. Section 2.6(c) of the Company Disclosure Schedule sets forth the following information with respect to each

Company Option outstanding as of the date of this Agreement: (i) the name of the optionee; (ii) the number of shares of Company Common Stock subject to such Company Option at the time of grant; (iii) the number of shares of Company Common Stock subject to such Company Option as of the date of this Agreement; (iv) the exercise price of such Company Option; (v) the date on which such Company Option was granted; (vi) the applicable vesting schedule, including the number of vested and unvested shares as of the date of this Agreement; (vii) the date on which such Company Option expires; and (viii) whether such Company Option is an "incentive stock option" (as defined in the Code) or a non-qualified stock option. The Company has made available to Meerkat an accurate and complete copy of the Company Plan and forms of all stock option agreements approved for use thereunder. No vesting of Company Options will accelerate in connection with the closing of the Contemplated Transactions.

(d) Except for the outstanding Company Options set forth on Section 2.6(c) of the Company Disclosure Schedule and except as set forth on Section 2.6(d) of the Company Disclosure Schedule, there is no: (i) outstanding subscription, option, call, warrant or right (whether or not currently exercisable) to acquire any shares of the capital stock or other securities of the Company or any of its Subsidiaries; (ii) outstanding security, instrument or obligation that is or may become convertible into or exchangeable for any shares of the capital stock or other securities of the Company or any of its Subsidiaries; (iii) stockholder rights plan (or similar plan commonly referred to as a "poison pill") or Contract under which the Company or any of its Subsidiaries is or may become obligated to sell or otherwise issue any shares of its capital stock or any other securities; or (iv) condition or circumstance that may give rise to or provide a basis for the assertion of a claim by any Person to the effect that such Person is entitled to acquire or receive any shares of capital stock or other securities of the Company or any of its Subsidiaries. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or other similar rights with respect to the Company or any of its Subsidiaries.

(e) All outstanding shares of Company Common Stock, Company Preferred Stock, Company Options and other securities of the Company have been issued and granted in material compliance with (i) all applicable securities laws and other applicable Law, and (ii) all requirements set forth in applicable Contracts.

2.7 Financial Statements .

(a) Section 2.7(a) of the Company Disclosure Schedule includes true and complete copies of (i) the Company's audited consolidated financial statements which comprise the consolidated balance sheets at December 31, 2015 and 2014, and the related consolidated statements of operations, equity, and cash flows for the year ended December 31, 2015 and the period from March 24, 2014 (inception) to December 31, 2014, and the related notes to the consolidated financial statements, (ii) the Company's unaudited consolidated financial statements which comprise the consolidated balance sheets at December 31, 2016, and the related consolidated statements of operations, equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements, (iii) the Company's unaudited consolidated interim balance sheet as of March 31, 2017, and (iv) the Company's unaudited consolidated statements of operations, and cash flows for the three months ended March 31, 2017 (collectively, the " ***Company Financials*** "). The Company Financials (A) were prepared in accordance with United States generally accepted accounting principles (" ***GAAP*** ") (except as

may be indicated in the footnotes to such Company Financials and that unaudited financial statements may not have notes thereto and other presentation items that may be required by GAAP and are subject to normal and recurring year-end adjustments that are not reasonably expected to be material in amount) applied on a consistent basis unless otherwise noted therein throughout the periods indicated and (B) fairly present, in all material respects, the financial position and operating results of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated therein.

(b) Each of the Company and its Subsidiaries maintains a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of the financial statements of the Company and its Subsidiaries in conformity with GAAP and to maintain accountability of the Company's and its Subsidiaries' assets; (iii) access to the Company's and its Subsidiaries' assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for the Company's and its Subsidiaries' assets is compared with the existing assets at regular intervals and appropriate action is taken with respect to any differences. The Company and each of its Subsidiaries maintains internal control over financial reporting that provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

(c) Section 2.7(c) of the Company Disclosure Schedule lists, and the Company has delivered to Meerkat accurate and complete copies of the documentation creating or governing, all securitization transactions and "off-balance sheet arrangements" (as defined in Item 303(c) of Regulation S-K under the Exchange Act) effected by the Company or any of its Subsidiaries since January 1, 2015.

(d) Since January 1, 2015, there have been no formal internal investigations regarding financial reporting or accounting policies and practices discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer or general counsel of the Company, the Company Board or any committee thereof. Since January 1, 2015, neither the Company nor its independent auditors have identified (i) any significant deficiency or material weakness in the design or operation of the system of internal accounting controls utilized by the Company and its Subsidiaries, (ii) any fraud, whether or not material, that involves the Company, any of its Subsidiaries, the Company's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company and its Subsidiaries or (iii) any claim or allegation regarding any of the foregoing.

2.8 Absence of Changes . Except as set forth on Section 2.8 of the Company Disclosure Schedule, between December 31, 2016 and the date of this Agreement, the Company has conducted its business only in the Ordinary Course of Business (except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto) and there has not been any (a) Company Material Adverse Effect or (b) action, event or occurrence that would have required consent of Meerkat pursuant to Section 4.2(b) of this Agreement had such action, event or occurrence taken place after the execution and delivery of this Agreement.

2.9 Absence of Undisclosed Liabilities . As of the date hereof, neither the Company nor any of its Subsidiaries has any liability, indebtedness, obligation, expense, claim, deficiency, guaranty or endorsement of any kind, whether accrued, absolute, contingent, matured, unmatured or other (whether or not required to be reflected in the financial statements in accordance with GAAP) (each a " ***Liability*** "), individually or in the aggregate, except for: (a) Liabilities identified as such in the "liabilities" column of the Company Unaudited Interim Balance Sheet; (b) normal and recurring current Liabilities that have been incurred by the Company or its Subsidiaries since the date of the Company Unaudited Interim Balance Sheet in the Ordinary Course of Business and which are not in excess of $500,000 in the aggregate; (c) Liabilities for performance of obligations of the Company or any of its Subsidiaries under Company Contracts; (d) Liabilities incurred in connection with the Contemplated Transactions; and (e) Liabilities listed in Section 2.9 of the Company Disclosure Schedule.

2.10 Title to Assets . Each of the Company and its Subsidiaries owns, and has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all tangible properties or assets and equipment used or held for use in its business or operations or purported to be owned by it, including: (a) all assets reflected on the Company Unaudited Interim Balance Sheet; and (b) all other assets reflected in the books and records of the Company or any of its Subsidiaries as being owned by the Company or such Subsidiary. All of such assets are owned or, in the case of leased assets, leased by the Company or any of its Subsidiaries free and clear of any Encumbrances, other than Permitted Encumbrances.

2.11 Real Property; Leasehold . Neither the Company nor any of its Subsidiaries owns or has ever owned any real property. The Company has made available to Meerkat (a) an accurate and complete list of all real properties with respect to which the Company directly or indirectly holds a valid leasehold interest as well as any other real estate that is in the possession of or leased by the Company or any of its Subsidiaries, and (b) copies of all leases under which any such real property is possessed (the " ***Company Real Estate Leases*** "), each of which is in full force and effect, with no existing material default thereunder.

2.12 Intellectual Property .

(a) The Company, directly or through any of its Subsidiaries, owns, or has the right to use, and has the right to bring actions for the infringement of, all Company IP Rights, except for any failure to own or have such right to use, or have the right to bring actions that would not reasonably be expected to have a Company Material Adverse Effect.

(b) Section 2.12(b) of the Company Disclosure Schedule is an accurate, true and complete listing of all Company Registered IP.

(c) Section 2.12(c) of the Company Disclosure Schedule accurately identifies (i) all Company IP Rights licensed to the Company or any of its Subsidiaries (other than (A) any non-customized software that (1) is so licensed solely in executable or object code form pursuant to a non-exclusive, internal use software license and other Intellectual Property associated with such software and (2) is not incorporated into, or material to the development, manufacturing, or distribution of, any of the Company's or any of its Subsidiaries' products or services, (B) any Intellectual Property licensed ancillary to the purchase or use of equipment, reagents or other

materials, and (C) any confidential information provided under confidentiality agreements), (ii) the corresponding Company Contract pursuant to which such Company IP Rights are licensed to the Company or any of its Subsidiaries and (iii) whether the license or licenses granted to the Company or any of its Subsidiaries are exclusive or non-exclusive.

(d) Section 2.12(d) of the Company Disclosure Schedule accurately identifies each Company Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Company IP Rights (other than (i) any confidential information provided under confidentiality agreements and (ii) any Company IP Rights non-exclusively licensed to suppliers or service providers for the sole purpose of enabling such supplier or service providers to provide services for the Company's benefit).

(e) Neither the Company nor any of its Subsidiaries is bound by, and no Company IP Rights are subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of the Company or any of its Subsidiaries to use, exploit, assert, or enforce any Company IP Rights anywhere in the world, in each case, in a manner that would materially limit the business of the Company as currently conducted.

(f) The Company or one of its Subsidiaries exclusively owns all right, title, and interest to and in Company IP Rights (other than (i) Company IP Rights exclusively and non-exclusively licensed to the Company or one of its Subsidiaries, as identified in Section 2.12(c) of the Company Disclosure Schedule, (ii) any non-customized software that (A) is licensed to the Company or any of its Subsidiaries solely in executable or object code form pursuant to a non-exclusive, internal use software license and other Intellectual Property associated with such software and (B) is not incorporated into, or material to the development, manufacturing, or distribution of, any of the Company's or any of its Subsidiaries' products or services and (iii) any Intellectual Property licensed ancillary to the purchase or use of equipment, reagents or other materials), in each case, free and clear of any Encumbrances (other than Permitted Encumbrances). Without limiting the generality of the foregoing:

(i) All documents and instruments necessary to register or apply for or renew registration of Company Registered IP have been validly executed, delivered, and filed in a timely manner with the appropriate Governmental Body except for any such failure, individually or collectively, that would not reasonably be expected to have a Company Material Adverse Effect.

(ii) Each Person who is or was an employee or contractor of the Company or any of its Subsidiaries and who is or was involved in the creation or development of any Company IP Rights purported to be owned by the Company has signed a valid, enforceable agreement containing an assignment of such Intellectual Property to the Company or such Subsidiary and confidentiality provisions protecting trade secrets and confidential information of the Company and its Subsidiaries.

(iii) To the Knowledge of the Company, no current or former stockholder, officer, director, or employee of the Company or any of its Subsidiaries has any claim, right (whether or not currently exercisable), or interest to or in any Company IP Rights

purported to be owned by the Company. To the Knowledge of the Company, no employee of the Company or any or any of its Subsidiaries is (a) bound by or otherwise subject to any Contract restricting him or her from performing his or her duties for the Company or such Subsidiary or (b) in breach of any Contract with any former employer or other Person concerning Company IP Rights purported to be owned by the Company or confidentiality provisions protecting trade secrets and confidential information comprising Company IP Rights purported to be owned by the Company.

(iv) No funding, facilities, or personnel of any Governmental Body were used, directly or indirectly, to develop or create, in whole or in part, any Company IP Rights in which the Company or any of its Subsidiaries has an ownership interest.

(v) The Company and each of its Subsidiaries has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information that the Company or such Subsidiary holds, or purports to hold, as a trade secret.

(vi) Neither the Company nor any of its Subsidiaries has assigned or otherwise transferred ownership of, or agreed to assign or otherwise transfer ownership of, any Company IP Rights to any other Person.

(vii) To the Knowledge of the Company, the Company IP Rights constitute all Intellectual Property necessary for the Company and its Subsidiaries to conduct its business as currently conducted.

(g) The Company has delivered or made available to Meerkat, a complete and accurate copy of all Company IP Rights Agreements. With respect to each of the Company IP Rights Agreements: (i) each such agreement is valid and binding on the Company or its Subsidiaries, as applicable, and in full force and effect; (ii) the Company has not received any written notice of termination or cancellation under such agreement, or received any written notice of breach or default under such agreement, which breach has not been cured or waived; and (iii) neither the Company nor its Subsidiaries, and to the Knowledge of the Company, no other party to any such agreement, is in breach or default thereof in any material respect.

(h) The manufacture, marketing, license, sale or intended use of any product or technology currently licensed or sold or under development by the Company or any of its Subsidiaries does not violate any license or agreement between the Company or its Subsidiaries and any third party, and, to the Knowledge of the Company, does not infringe or misappropriate any Intellectual Property right of any other party, which infringement or misappropriation would reasonably be expected to have a Company Material Adverse Effect. To the Knowledge of the Company, no third party is infringing upon, or violating any license or agreement with the Company or its Subsidiaries relating to any Company IP Rights.

(i) There is no current or pending Legal Proceeding (including, but not limited to, opposition, interference or other proceeding in any patent or other government office) contesting the validity, ownership or right to use, sell, license or dispose of any Company IP Rights, nor has the Company or any of its Subsidiaries received any written notice asserting that

any Company IP Rights or the proposed use, sale, license or disposition thereof conflicts with or infringes or misappropriates or will conflict with or infringe or misappropriate the rights of any other Person.

(j) Each item of Company IP Rights that is Company Registered IP is and at all times has been filed and maintained in compliance with all applicable Law and all filings, payments, and other actions required to be made or taken to maintain such item of Company Registered IP in full force and effect have been made by the applicable deadline, except for any failure to perform any of the foregoing, individually or collectively, that would not reasonably be expected to have a Company Material Adverse Effect.

(k) To the Knowledge of the Company, no trademark (whether registered or unregistered) or trade name owned, used, or applied for by the Company or any of its Subsidiaries conflicts or interferes with any trademark (whether registered or unregistered) or trade name owned, used, or applied for by any other Person. None of the goodwill associated with or inherent in any trademark (whether registered or unregistered) in which the Company or any of its Subsidiaries has or purports to have an ownership interest has been impaired as determined by the Company or any of its Subsidiaries in accordance with GAAP.

(l) Except as set forth in Sections 2.12(c) or 2.12(d) of the Company Disclosure Schedule (i) neither the Company nor any of its Subsidiaries is bound by any Contract to indemnify, defend, hold harmless, or reimburse any other Person with respect to any Intellectual Property infringement, misappropriation, or similar claim, and (ii) neither the Company nor any of its Subsidiaries has ever assumed, or agreed to discharge or otherwise take responsibility for, any existing or potential liability of another Person for infringement, misappropriation, or violation of any Intellectual Property right, which assumption, agreement or responsibility remains in force as of the date of this Agreement.

(m) Neither the Company nor any of its Subsidiaries is party to any Contract that, as a result of such execution, delivery and performance of this Agreement, will cause the grant of any license or other right to any Company IP Rights or impair the right of the Company or the Surviving Corporation and its Subsidiaries to use, sell or license or enforce any Company IP Rights or portion thereof, except for the occurrence of any such grant or impairment that would not individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect.

2.13 Agreements, Contracts and Commitments .

(a) Section 2.13(a) of the Company Disclosure Schedule lists the following Company Contracts in effect as of the date of this Agreement (each, a " ***Company Material Contract*** " and collectively, the " ***Company Material Contracts*** "):

(i) each Company Contract relating to any material bonus, deferred compensation, severance, incentive compensation, pension, profit-sharing or retirement plans, or any other employee benefit plans or arrangements;

(ii) each Company Contract requiring payments by the Company after the date of this Agreement in excess of $150,000 pursuant to its express terms relating to the

employment of, or the performance of employment-related services by, any Person, including any employee, consultant or independent contractor, or entity providing employment related, consulting or independent contractor services, not terminable by the Company or its Subsidiaries on 90 calendar days' or less notice without liability, except to the extent general principles of wrongful termination law may limit the Company's, its Subsidiaries' or such successor's ability to terminate employees at will;

(iii) each Company Contract relating to any agreement or plan, including any stock option plan, stock appreciation right plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the Contemplated Transactions (either alone or in conjunction with any other event, such as termination of employment), or the value of any of the benefits of which will be calculated on the basis of any of the Contemplated Transactions;

(iv) each Company Contract relating to any agreement of indemnification or guaranty not entered into in the Ordinary Course of Business;

(v) each Company Contract containing (A) any covenant limiting the freedom of the Company, its Subsidiaries or the Surviving Corporation to engage in any line of business or compete with any Person, (B) any most-favored pricing arrangement, (C) any exclusivity provision, or (D) any non-solicitation provision;

(vi) each Company Contract relating to capital expenditures and requiring payments after the date of this Agreement in excess of $250,000 pursuant to its express terms and not cancelable without penalty;

(vii) each Company Contract relating to the disposition or acquisition of material assets or any ownership interest in any Entity;

(viii) each Company Contract relating to any mortgages, indentures, loans, notes or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit in excess of $250,000 or creating any material Encumbrances with respect to any assets of the Company or any of its Subsidiaries or any loans or debt obligations with officers or directors of the Company;

(ix) each Company Contract requiring payment by or to the Company after the date of this Agreement in excess of $250,000 pursuant to its express terms relating to: (A) any distribution agreement (identifying any that contain exclusivity provisions); (B) any agreement involving provision of services or products with respect to any pre-clinical or clinical development activities of the Company; (C) any dealer, distributor, joint marketing, alliance, joint venture, cooperation, development or other agreement currently in force under which the Company has continuing obligations to develop or market any product, technology or service, or any agreement pursuant to which the Company has continuing obligations to develop any Intellectual Property that will not be owned, in whole or in part, by the Company; or (D) any Contract to license any third party to manufacture or produce any product, service or technology of the Company or any Contract to sell, distribute or commercialize any products or service of

the Company, in each case, except for Company Contracts entered into in the Ordinary Course of Business;

(x) each Company Contract with any Person, including any financial advisor, broker, finder, investment banker or other Person, providing advisory services to the Company in connection with the Contemplated Transactions;

(xi) each Company Real Estate Lease; or

(xii) any other Company Contract that is not terminable at will (with no penalty or payment) by the Company or its Subsidiaries, as applicable, and (A) which involves payment or receipt by the Company or its Subsidiaries after the date of this Agreement under any such agreement, contract or commitment of more than $250,000 in the aggregate, or obligations after the date of this Agreement in excess of $250,000 in the aggregate, or (B) that is material to the business or operations of the Company and its Subsidiaries, taken as a whole.

(b) The Company has delivered or made available to Meerkat accurate and complete copies of all Company Material Contracts, including all amendments thereto. There are no Company Material Contracts that are not in written form. Neither the Company nor any of its Subsidiaries has, nor to the Company's Knowledge, as of the date of this Agreement has any other party to a Company Material Contract, breached, violated or defaulted under, or received notice that it breached, violated or defaulted under, any of the terms or conditions of any Company Material Contract in such manner as would permit any other party to cancel or terminate any such Company Material Contract, or would permit any other party to seek damages which would reasonably be expected to have a Company Material Adverse Effect. As to the Company and its Subsidiaries, as of the date of this Agreement, each Company Material Contract is valid, binding, enforceable and in full force and effect, subject to the Enforceability Exceptions. No Person is renegotiating, or has a right pursuant to the terms of any Company Material Contract to change, any material amount paid or payable to the Company under any Company Material Contract or any other material term or provision of any Company Material Contract.

2.14 Compliance; Permits; Restrictions .

(a) The Company and each of its Subsidiaries are, and since January 1, 2014 have been, in compliance in all material respects with all applicable Laws. No investigation, claim, suit, proceeding, audit or other action by any Governmental Body is pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries. There is no agreement, judgment, injunction, order or decree binding upon the Company or any of its Subsidiaries which (i) has or would reasonably be expected to have the effect of prohibiting or materially impairing any business practice of the Company or any of its Subsidiaries, any acquisition of material property by the Company or any of its Subsidiaries or the conduct of business by the Company or any of its Subsidiaries as currently conducted, (ii) is reasonably likely to have an adverse effect on the Company's ability to comply with or perform any covenant or obligation under this Agreement, or (iii) is reasonably likely to have the effect of preventing, delaying, making illegal or otherwise interfering with the Contemplated Transactions.

(b) The Company and its Subsidiaries hold all required Governmental Authorizations which are material to the operation of the business of the Company and its Subsidiaries as currently conducted (the " ***Company Permits*** "). Section 2.14(b) of the Company Disclosure Schedule identifies each Company Permit. Each of the Company and its Subsidiaries is in material compliance with the terms of the Company Permits. No Legal Proceeding is pending or, to the Knowledge of the Company, threatened, which seeks to revoke, limit, suspend, or materially modify any Company Permit. The rights and benefits of each Company Permit will be available to the Surviving Corporation or its Subsidiaries, as applicable, immediately after the Effective Time on terms substantially identical to those enjoyed by the Company and its Subsidiaries as of the date of this Agreement and immediately prior to the Effective Time.

(c) There are no proceedings pending or, to the Knowledge of the Company, threatened with respect to an alleged material violation by the Company or any of its Subsidiaries of the Federal Food, Drug, and Cosmetic Act (" ***FDCA*** "), Food and Drug Administration (" ***FDA*** ") regulations adopted thereunder, the Controlled Substance Act or any other similar Laws or regulations promulgated or enforced by the FDA or other comparable Governmental Body responsible for regulation of the development, clinical testing, manufacturing, sale, marketing, distribution and importation or exportation of drug products (" ***Drug Regulatory Agency*** ").

(d) The Company and each of its Subsidiaries holds all required Governmental Authorizations issuable by any Drug Regulatory Agency necessary for the conduct of the business of the Company or such Subsidiary as currently conducted, and the development, clinical testing, manufacturing, marketing, distribution and importation or exportation, as currently conducted, of any of its products or product candidates (the " ***Company Product Candidates*** ") (collectively, the " ***Company Regulatory Permits*** ") and no such Company Regulatory Permit has been (i) revoked, withdrawn, suspended, cancelled or terminated or (ii) modified in any adverse manner, other than immaterial adverse modifications. The Company and each of its Subsidiaries are in compliance in all material respects with the Company Regulatory Permits and have not received any written notice or other written communication from any Drug Regulatory Agency regarding (A) any material violation of or failure to comply materially with any term or requirement of any Company Regulatory Permit or (B) any revocation, withdrawal, suspension, cancellation, termination or material modification of any Company Regulatory Permit. Except for the information and files identified in Section 2.14(d) of the Company Disclosure Schedule, the Company has made available to Meerkat all information requested by Meerkat in the Company's or its Subsidiaries' possession or control relating to the Company Product Candidates and the development, clinical testing, manufacturing, importation and exportation of the Company Product Candidates, including complete copies of the following (to the extent there are any): (x) adverse event reports; clinical study reports and material study data; inspection reports, notices of adverse findings, warning letters, filings and letters and other written correspondence to and from any Drug Regulatory Agency; and meeting minutes with any Drug Regulatory Agency; and (y) similar reports, material study data, notices, letters, filings, correspondence and meeting minutes with any other Governmental Body.

(e) All clinical, pre-clinical and other studies and tests conducted by or, to the Knowledge of the Company, on behalf of or sponsored by the Company or its Subsidiaries, or in

which the Company or its Subsidiaries or their respective current products or product candidates, including the Company Product Candidates, have participated, were and, if still pending, are being conducted in all material respects in accordance with standard medical and scientific research procedures and in compliance in all material respects with the applicable regulations of the Drug Regulatory Agencies and other applicable Law, including, without limitation, 21 C.F.R. Parts 50, 54, 56, 58 and 312. Since January 1, 2014, neither the Company nor any of its Subsidiaries has received any notices, correspondence, or other communications from any Drug Regulatory Agency requiring, or to the Knowledge of the Company threatening to initiate, the termination or suspension of any clinical trials conducted by or on behalf of, or sponsored by, the Company or any of its Subsidiaries or in which the Company or any of its Subsidiaries or their respective current products or product candidates, including the Company Product Candidates, have participated.

(f) Neither the Company nor any of its Subsidiaries is the subject of any pending or, to the Knowledge of the Company, threatened investigation in respect of its business or products by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto. To the Knowledge of the Company, neither the Company nor any of its Subsidiaries has committed any acts, made any statement, or failed to make any statement, in each case in respect of its business or products that would violate the FDA's "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy, and any amendments thereto. None of the Company, any of its Subsidiaries or any of their respective officers, employees or agents has been convicted of any crime or engaged in any conduct that could result in a debarment or exclusion (i) under 21 U.S.C. Section 335a or (ii) any similar applicable Law. To the Knowledge of the Company, no debarment or exclusionary claims, actions, proceedings or investigations in respect of their business or products are pending or threatened against the Company, any of its Subsidiaries or any of their respective officers, employees or agents.

2.15 Legal Proceedings; Orders .

(a) Except as set forth in Section 2.15(a) of the Company Disclosure Schedule, there is no pending Legal Proceeding and, to the Knowledge of the Company, no Person has threatened in writing to commence any Legal Proceeding: (i) that involves the Company or any of its Subsidiaries, any Company Associate (in his or her capacity as such) or any of the material assets owned or used by the Company or its Subsidiaries; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the Contemplated Transactions.

(b) There is no order, writ, injunction, judgment or decree to which the Company or any of its Subsidiaries, or any of the material assets owned or used by the Company or any of its Subsidiaries, is subject. To the Knowledge of the Company, no officer or other Key Employee of the Company or any of its Subsidiaries is subject to any order, writ, injunction, judgment or decree that prohibits such officer or employee from engaging in or continuing any conduct, activity or practice relating to the business of the Company or any of its Subsidiaries or to any material assets owned or used by the Company or any of its Subsidiaries.

2.16 Tax Matters .

(a) The Company and each of its Subsidiaries have timely filed all federal income Tax Returns and other material Tax Returns that they were required to file under applicable Law. All such Tax Returns were correct and complete in all material respects and have been prepared in material compliance with all applicable Law. Subject to exceptions as would not be material, no written claim has ever been made by an authority in a jurisdiction where the Company or any of its Subsidiaries does not file Tax Returns that it is subject to taxation by that jurisdiction.

(b) All material Taxes due and owing by the Company or any of its Subsidiaries on or before the date hereof (whether or not shown on any Tax Return) have been paid. Since the date of the Company Unaudited Interim Balance Sheet, neither the Company nor any of its Subsidiaries has incurred any material Liability for Taxes outside the Ordinary Course of Business or otherwise inconsistent with past custom and practice.

(c) The Company and each of its Subsidiaries have withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(d) There are no Encumbrances for material Taxes (other than Taxes not yet due and payable) upon any of the assets of the Company or any of its Subsidiaries.

(e) No deficiencies for material Taxes with respect to the Company or any of its Subsidiaries have been claimed, proposed or assessed by any Governmental Body in writing. There are no pending (or, based on written notice, threatened) material audits, assessments or other actions for or relating to any liability in respect of Taxes of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries (or any of their predecessors) has waived any statute of limitations in respect of material Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency.

(f) Neither the Company nor any of its Subsidiaries has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(g) Neither the Company nor any of its Subsidiaries is a party to any material Tax allocation, Tax sharing or similar agreement (including indemnity arrangements), other than commercial contracts entered into in the Ordinary Course of Business with vendors, customers and landlords.

(h) Neither the Company nor any of its Subsidiaries has ever been a member of an affiliated group filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which is the Company). Neither the Company nor any of its Subsidiaries has any material Liability for the Taxes of any Person (other than the Company and any of its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law) or as a transferee or successor.

(i) Neither the Company nor any of its Subsidiaries has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was

purported or intended to be governed in whole or in part by Section 355 of the Code or Section 361 of the Code in the last two years.

(j) Neither the Company nor any of its Subsidiaries has entered into any transaction identified as a "reportable transaction" for purposes of Treasury Regulations Section 1.6011-4(b).

2.17 Employee and Labor Matters; Benefit Plans .

(a) The employment of each of the Company's and any of its Subsidiaries' employees is terminable by the Company or the applicable Subsidiary at will (or, in respect of any jurisdiction outside the United States, otherwise in accordance with general principles of wrongful termination law). The Company has made available to Meerkat accurate and complete copies of all employee manuals and handbooks, disclosure materials, policy statements and other materials relating to the employment of Company Associates to the extent currently effective and material.

(b) Neither the Company nor any of its Subsidiaries is a party to, bound by, or has a duty to bargain under, any collective bargaining agreement or other Contract with a labor organization representing any of its employees, and there are no labor organizations representing or, to the Knowledge of the Company, purporting to represent or seeking to represent any employees of the Company or its Subsidiaries.

(c) Section 2.17(c) of the Company Disclosure Schedule lists all written and describes all non-written employee benefit plans (as defined in Section 3(3) of ERISA) and all bonus, equity-based, incentive, deferred compensation, retirement or supplemental retirement, profit sharing, severance, golden parachute, vacation, cafeteria, dependent care, medical care, employee assistance program, education or tuition assistance programs and other similar material fringe or employee benefit plans, programs or arrangements, including any employment or executive compensation or severance agreements, written or otherwise, which are currently in effect relating to any present or former employee or director of the Company or any of its Subsidiaries (or any trade or business (whether or not incorporated) which is a Company Affiliate) or which is maintained by, administered or contributed to by, or required to be contributed to by, the Company, any of its Subsidiaries or any Company Affiliate, or under which the Company or any of its Subsidiaries or any Company Affiliate has any current liability or may incur liability after the date hereof (each, a " ***Company Employee Plan*** ").

(d) With respect to Company Options granted pursuant to the Company Plan, (i) each Company Option intended to qualify as an "incentive stock option" under Section 422 of the Code so qualifies, (ii) each grant of a Company Option was duly authorized no later than the date on which the grant of such Company Option was by its terms to be effective (the " ***Grant Date*** ") by all necessary corporate action, including, as applicable, approval by the Company Board (or a duly constituted and authorized committee thereof) and any required stockholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, (iii) each Company Option grant was made in accordance with the terms of the Company Plan and all

other applicable Law and (iv) the per share exercise price of each Company Option was not less than the fair market value of a share of Company Common Stock on the applicable Grant Date.

(e) Each Company Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter with respect to such qualified status from the IRS. To the Knowledge of the Company, nothing has occurred that would reasonably be expected to adversely affect the qualified status of any such Company Employee Plan or the exempt status of any related trust.

(f) Each Company Employee Plan has been maintained in compliance, in all material respects, with its terms and, both as to form and operation, with all applicable Law, including the Code and ERISA.

(g) Neither the Company nor any of its Subsidiaries has engaged in any transaction in violation of Sections 404 or 406 of ERISA or any "prohibited transaction," as defined in Section 4975(c)(1) of the Code, for which no exemption exists under Section 408 of ERISA or Section 4975(c)(2) or (d) of the Code, or has otherwise violated the provisions of Part 4 of Title I, Subtitle B of ERISA. Neither the Company nor any of its Subsidiaries has knowingly participated in a violation of Part 4 of Title I, Subtitle B of ERISA by any plan fiduciary of any Company Employee Plan subject to ERISA and neither the Company nor any of its Subsidiaries has been assessed any civil penalty under Section 502(l) of ERISA.

(h) No Company Employee Plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, and neither the Company nor any of its ERISA Affiliates has ever maintained, contributed to or partially or completely withdrawn from, or incurred any obligation or liability with respect to, any such plan. No Company Employee Plan is a Multiemployer Plan, and neither the Company nor any of its ERISA Affiliates has ever contributed to or had an obligation to contribute, or incurred any liability in respect of a contribution, to any Multiemployer Plan. No Company Employee Plan is a Multiple Employer Plan. No Company Employee Plan is a Multiple Employer Welfare Arrangement. Neither the Company nor any of its ERISA Affiliates sponsors or maintains any self-funded welfare employee benefit plan.

(i) No Company Employee Plan provides for medical or death benefits beyond termination of service or retirement, other than (i) pursuant to COBRA or an analogous state law requirement or (ii) death or retirement benefits under a Company Employee Plan qualified under Section 401(a) of the Code. No Company Plan is subject to any Law of a foreign jurisdiction outside of the United States.

(j) Neither the Company nor any of its Subsidiaries is a party to any Contract that has resulted or would reasonably be expected to result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Section 280G of the Code or (ii) any amount the deduction for which would be disallowed under Section 162(m) of the Code.

(k) To the Knowledge of the Company, no Company Options or other equity-based awards issued or granted by the Company are subject to the requirements of Code Section

409A. To the Knowledge of the Company, each "nonqualified deferred compensation plan" (as such term is defined under Section 409A(d)(1) of the Code and the guidance thereunder) (each, a " ***409A Plan*** ") under which the Company makes, is obligated to make or promises to make, payments, complies in all material respects, in both form and operation, with the requirements of Code Section 409A and the guidance thereunder. No payment to be made under any 409A Plan is, or to the Knowledge of the Company will be, subject to the penalties of Code Section 409A(a)(1).

(l) The Company and each of its Subsidiaries is in material compliance with all of its bonus, commission and other compensation plans and has paid any and all amounts required to be paid under such plans, including any and all bonuses and commissions (or pro rata portion thereof) that may have accrued or been earned through the calendar quarter preceding the Effective Time, and is not liable for any material payments, taxes or penalties for failure to comply with any of the terms or conditions of such plans or the laws governing such plans.

(m) The Company and each of its Subsidiaries is in material compliance with all applicable foreign, federal, state and local laws, rules and regulations respecting employment, employment practices, terms and conditions of employment, worker classification, tax withholding, prohibited discrimination, equal employment, fair employment practices, meal and rest periods, immigration status, employee safety and health, wages (including overtime wages), compensation, and hours of work, and in each case, with respect to the employees of the Company and its Subsidiaries: (i) has withheld and reported all material amounts required by law or by agreement to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any material payment to any trust or other fund governed by or maintained by or on behalf of any governmental authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the Ordinary Course of Business). To the Knowledge of the Company, there are no pending or threatened or reasonably anticipated claims or actions against the Company, any of its Subsidiaries, any Company trustee or any trustee of any Subsidiary under any workers' compensation policy or long-term disability policy. Neither the Company nor any Subsidiary thereof is a party to a conciliation agreement, consent decree or other agreement or order with any federal, state, or local agency or governmental authority with respect to employment practices.

(n) Section 2.17(n) of the Company Disclosure Schedule lists all liabilities of the Company or any of its Subsidiaries to any employee that result from the termination by the Company or any of its Subsidiaries of such employee's employment or provision of services, a change of control of the Company, or a combination thereof. Neither the Company nor any of its Subsidiaries has any material liability with respect to any misclassification of: (a) any Person as an independent contractor rather than as an employee, (b) any employee leased from another employer, or (c) any employee currently or formerly classified as exempt from overtime wages. Neither the Company nor any Subsidiary has taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act or similar state or local law, issued any notification of a plant closing or mass layoff required by the WARN Act or similar state or local law, or incurred any liability or obligation under WARN or any similar state or

local law that remains unsatisfied. No terminations of employees of the Company or any of its Subsidiaries prior to the Closing would trigger any notice or other obligations under the WARN Act or similar state or local law.

(o) With respect to each Company Employee Plan, the Company has made available to Meerkat a true and complete copy of, to the extent applicable, (i) such Company Employee Plan, (ii) the three most recent annual reports (Form 5500) as filed with the IRS, (iii) each currently effective trust agreement related to such Company Employee Plan, (iv) the most recent summary plan description for each Company Employee Plan for which such description is required, along with all summaries of material modifications, amendments, resolutions and all other material plan documentation related thereto in the possession of the Company, and (v) the most recent IRS determination or opinion letter or analogous ruling under foreign law issued with respect to any Company Employee Plan.

(p) There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, job action, union, organizing activity, question concerning representation or any similar activity or dispute, affecting the Company or any of its Subsidiaries. No event has occurred, and no condition or circumstance exists, that might directly or indirectly be likely to give rise to or provide a basis for the commencement of any such strike, slowdown, work stoppage, lockout, job action, union organizing activity, question concerning representation or any similar activity or dispute.

(q) Neither the Company nor any of its Subsidiaries is, nor has the Company or any of its Subsidiaries been, engaged in any unfair labor practice within the meaning of the National Labor Relations Act. There is no Legal Proceeding, claim, labor dispute or grievance pending or, to the Knowledge of the Company, threatened or reasonably anticipated relating to any employment contract, privacy right, labor dispute, wages and hours, leave of absence, plant closing notification, workers' compensation policy, long-term disability policy, harassment, retaliation, immigration, employment statute or regulation, safety or discrimination matter involving any Company Associate, including charges of unfair labor practices or discrimination complaints. There are no actions, suits, claims or administrative matters pending or, to the Knowledge of the Company, threatened or reasonably anticipated against the Company or any of its Subsidiaries relating to any employee, employment agreement or Company Employee Plan (other than routine claims for benefits).

(r) There is no contract, agreement, plan or arrangement to which the Company or any Company Affiliate is a party or by which it is bound to compensate any of its employees for excise taxes paid pursuant to Section 4999 of the Code.

2.18 Environmental Matters . Since January 1, 2014, the Company and each of its Subsidiaries has complied with all applicable Environmental Laws, which compliance includes the possession by the Company of all permits and other Governmental Authorizations required under applicable Environmental Laws and compliance with the terms and conditions thereof, except for any failure to be in compliance that, individually or in the aggregate, would not result in a Company Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received since January 1, 2014, any written notice or other communication (in writing or otherwise), whether from a Governmental Body, citizens group, employee or otherwise, that

alleges that the Company or any of its Subsidiaries is not in compliance with any Environmental Law, and, to the Knowledge of the Company, there are no circumstances that may prevent or interfere with the Company's or any of its Subsidiaries' compliance with any Environmental Law in the future, except where such failure to comply would not reasonably be expected to have a Company Material Adverse Effect. To the Knowledge of the Company: (i) no current or prior owner of any property leased or controlled by the Company or any of its Subsidiaries has received since January 1, 2014, any written notice or other communication relating to property owned or leased at any time by the Company or any of its Subsidiaries, whether from a Governmental Body, citizens group, employee or otherwise, that alleges that such current or prior owner or the Company or any of its Subsidiaries is not in compliance with or violated any Environmental Law relating to such property and (ii) neither the Company nor any of its Subsidiaries has any material liability under any Environmental Law.

2.19 **Insurance** . The Company has made available to Meerkat accurate and complete copies of all material insurance policies and all material self-insurance programs and arrangements relating to the business, assets, liabilities and operations of the Company and each of its Subsidiaries. Each of such insurance policies is in full force and effect and the Company and each of its Subsidiaries are in compliance in all material respects with the terms thereof. Other than customary end of policy notifications from insurance carriers, since January 1, 2014, neither the Company nor any of its Subsidiaries has received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any insurance policy; or (ii) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy. The Company and each of its Subsidiaries have provided timely written notice to the appropriate insurance carrier(s) of each Legal Proceeding pending against the Company or any of its Subsidiaries for which the Company or such Subsidiary has insurance coverage, and no such carrier has issued a denial of coverage or a reservation of rights with respect to any such Legal Proceeding, or informed the Company or any of its Subsidiaries of its intent to do so.

2.20 [Reserved].

2.21 **No Financial Advisors** . Except as set forth on Section 2.21 of the Company Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage fee, finder's fee, opinion fee, success fee, transaction fee or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

2.22 **Disclosure** . The information supplied by the Company and each of its Subsidiaries for inclusion in the Proxy Statement (including any of the Company Financials) will not, as of the date of the Proxy Statement or as of the date such information is prepared or presented, (i) contain any statement that is inaccurate or misleading with respect to any material facts, or (ii) omit to state any material fact necessary in order to make such information, in light of the circumstances under which such information will be provided, not false or misleading.

2.23 **Transactions with Affiliates** . Section 2.23 of the Company Disclosure Letter describes any material transactions or relationships, since January 1, 2014, between, on one hand, the Company or any of its Subsidiaries and, on the other hand, any (a) executive officer or

director of the Company or any of its Subsidiaries or any of such executive officer's or director's immediate family members, (b) owner of more than five percent (5%) of the voting power of the outstanding Company Capital Stock or (c) to the Knowledge of the Company, any "related person" (within the meaning of Item 404 of Regulation S-K under the Securities Act) of any such officer, director or owner (other than the Company or its Subsidiaries) in the case of each of (a), (b) or (c) that is of the type that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act.

2.24 No Other Representations or Warranties . The Company hereby acknowledges and agrees that, except for the representations and warranties contained in this Agreement, neither Meerkat nor any other person on behalf of Meerkat makes any express or implied representation or warranty with respect to Meerkat or with respect to any other information provided to the Company, any of its Subsidiaries or stockholders or any of their respective Affiliates in connection with the transactions contemplated hereby, and (subject to the express representations and warranties of Meerkat set forth in Section 3 (in each case as qualified and limited by the Meerkat Disclosure Schedule)) none of the Company, its Subsidiaries or any of their respective Representatives or stockholders, has relied on any such information (including the accuracy or completeness thereof).

Section 3 Representations and Warranties of Meerkat and Merger Sub

Subject to Section 10.13(h) , except (i) as set forth in the written disclosure schedule delivered by Meerkat to the Company (the " ***Meerkat Disclosure Schedule*** ") or (ii) as disclosed in the Meerkat SEC Documents filed with the SEC prior to the date hereof and publicly available on the SEC's Electronic Data Gathering Analysis and Retrieval system (but (A) without giving effect to any amendment thereof filed with, or furnished to the SEC on or after the date hereof and (B) excluding any disclosures contained under the heading "Risk Factors" and any disclosure of risks included in any "forward-looking statements" disclaimer or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature), Meerkat and Merger Sub represent and warrant to the Company as follows:

3.1 Due Organization; Subsidiaries; Etc.

(a) Each of Meerkat and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own or lease and use its property and assets in the manner in which its property and assets are currently owned or leased and used; and (iii) to perform its obligations under all Contracts by which it is bound. Since the date of its incorporation, Merger Sub has not engaged in any activities other than in connection with or as contemplated by this Agreement.

(b) Meerkat is licensed and qualified to do business, and is in good standing (to the extent applicable in such jurisdiction), under the laws of all jurisdictions where the nature of its business requires such licensing or qualification other than in jurisdictions where the failure to be so qualified individually or in the aggregate would not be reasonably expected to have a Meerkat Material Adverse Effect.

(c) Meerkat has no Subsidiaries except for Merger Sub and Meerkat does not own any capital stock of, or any equity ownership or profit sharing interest of any nature in, or control directly or indirectly, any other Entity other than Merger Sub. Meerkat is not and has not otherwise been, directly or indirectly, a party to, member of or participant in any partnership, joint venture or similar business entity. Meerkat has not agreed and is not obligated to make, nor is Meerkat bound by any Contract under which it may become obligated to make, any future investment in or capital contribution to any other Entity. Meerkat has not, at any time, been a general partner of, and has not otherwise been liable for any of the debts or other obligations of, any general partnership, limited partnership or other Entity.

3.2 Organizational Documents . Meerkat has delivered to the Company accurate and complete copies of Meerkat's Organizational Documents. Meerkat is not in breach or violation of its Organizational Documents in any material respect.

3.3 Authority; Binding Nature of Agreement . Each of Meerkat and Merger Sub has all necessary corporate power and authority to enter into and to perform its obligations under this Agreement and to consummate the Contemplated Transactions. The Meerkat Board (at meetings duly called and held) has: (a) determined that the Contemplated Transactions are fair to, advisable and in the best interests of Meerkat and its stockholders; (b) approved and declared advisable this Agreement and the Contemplated Transactions, including the issuance of shares of Meerkat Common Stock to the stockholders of the Company pursuant to the terms of this Agreement; and (c) determined to recommend, upon the terms and subject to the conditions set forth in this Agreement, that the stockholders of Meerkat vote to approve this Agreement and the Contemplated Transactions, including the issuance of shares of Meerkat Common Stock to the stockholders of the Company pursuant to the terms of this Agreement. The Merger Sub Board (by unanimous written consent) has: (x) determined that the Contemplated Transactions are fair to, advisable, and in the best interests of Merger Sub and its sole stockholder; (y) deemed advisable and approved this Agreement and the Contemplated Transactions; and (z) determined to recommend, upon the terms and subject to the conditions set forth in this Agreement, that the stockholder of Merger Sub vote to adopt this Agreement and thereby approve the Contemplated Transactions. This Agreement has been duly executed and delivered by Meerkat and Merger Sub and, assuming the due authorization, execution and delivery by the Company, constitutes the legal, valid and binding obligation of Meerkat and Merger Sub, enforceable against each of Meerkat and Merger Sub in accordance with its terms, subject to the Enforceability Exceptions. Prior to the execution of the Meerkat Stockholder Support Agreements, the Meerkat Board approved the Meerkat Stockholder Support Agreements and the transactions contemplated thereby.

3.4 Vote Required . The affirmative vote of the holders of a majority of the shares of Meerkat Common Stock entitled to vote thereon (the " ***Required Meerkat Stockholder Vote*** ") is the only vote of the holders of any class or series of Meerkat's capital stock necessary to approve the Meerkat Stockholder Matters.

3.5 Non-Contravention; Consents . Subject to compliance with the HSR Act and any foreign antitrust Law, obtaining the Required Meerkat Stockholder Vote and the filing of the Certificate of Merger required by the DGCL, neither (x) the execution, delivery or performance

of this Agreement by Meerkat or Merger Sub, nor (y) the consummation of the Contemplated Transactions, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of any of the provisions of the Organizational Documents of Meerkat or Merger Sub;

(b) contravene, conflict with or result in a material violation of, or give any Governmental Body or other Person the right to challenge the Contemplated Transactions or to exercise any remedy or obtain any relief under, any Law or any order, writ, injunction, judgment or decree to which Meerkat or any of the assets owned or used by Meerkat, is subject;

(c) contravene, conflict with or result in a material violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by Meerkat or that otherwise relates to the business of Meerkat, or any of the assets owned, leased or used by Meerkat;

(d) contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of any Meerkat Material Contract, or give any Person the right to: (i) declare a default or exercise any remedy under any Meerkat Material Contract; (ii) any material payment, rebate, chargeback, penalty or change in delivery schedule under any such Meerkat Material Contract; (iii) accelerate the maturity or performance of any Meerkat Material Contract; or (iv) cancel, terminate or modify any term of any Meerkat Material Contract, except in the case of any non-material breach, default, penalty or modification; or

(e) result in the imposition or creation of any Encumbrance upon or with respect to any asset owned or used by Meerkat (except for Permitted Encumbrances).

Except for (i) any Consent set forth on Section 3.5 of the Meerkat Disclosure Schedule under any Meerkat Contract, (ii) the Required Meerkat Stockholder Vote, (iii) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware pursuant to the DGCL, (iv) any required filings under the HSR Act and any foreign antitrust Law and (v) such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal and state securities laws, Meerkat was not, is not, and will not be required to make any filing with or give any notice to, or to obtain any Consent from, any Person in connection with (x) the execution, delivery or performance of this Agreement, or (y) the consummation of the Contemplated Transactions. The Meerkat Board and the Merger Sub Board have taken and will take all actions necessary to ensure that the restrictions applicable to business combinations contained in Section 203 of the DGCL are, and will be, inapplicable to the execution, delivery and performance of this Agreement and the Meerkat Stockholder Support Agreements and to the consummation of the Contemplated Transactions. No other state takeover statute or similar Law applies or purports to apply to the Merger, this Agreement, the Meerkat Stockholder Support Agreements or any of the Contemplated Transactions.

3.6 Capitalization, Etc .

(a) The authorized capital stock of Meerkat consists of (i) 255,000,000 shares of Meerkat Common Stock, par value $0.001 per share, of which 20,856,693 shares have been

issued and are outstanding as of May 15, 2017 (the " ***Capitalization Date*** ") and (ii) 5,000,000 shares of Preferred Stock, par value $0.001 per share, of which no shares have been issued and are outstanding as of the Capitalization Date. Meerkat does not hold any shares of its capital stock in its treasury.

(b) All of the outstanding shares of Meerkat Common Stock have been duly authorized and validly issued, and are fully paid and nonassessable and are free of any Encumbrances. None of the outstanding shares of Meerkat Common Stock is entitled or subject to any preemptive right, right of participation, right of maintenance or any similar right. None of the outstanding shares of Meerkat Common Stock is subject to any right of first refusal in favor of Meerkat. Except as contemplated herein, there is no Meerkat Contract relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of (or granting any option or similar right with respect to), any shares of Meerkat Common Stock. Meerkat is not under any obligation, nor is Meerkat bound by any Contract pursuant to which it may become obligated, to repurchase, redeem or otherwise acquire any outstanding shares of Meerkat Common Stock or other securities. Section 3.6(b) of the Meerkat Disclosure Schedule accurately and completely describes all repurchase rights held by Meerkat with respect to shares of Meerkat Common Stock (including shares issued pursuant to the exercise of stock options) and specifies which of those repurchase rights are currently exercisable.

(c) Except for the Meerkat 2008 Long Term Incentive Plan and the Meerkat 2015 Equity Incentive Award Plan (collectively, the " ***Meerkat Stock Plans*** ") and the Meerkat 2015 Employee Stock Purchase Plan (the " ***Meerkat ESPP*** "), and except as set forth on Section 3.6(c) of the Meerkat Disclosure Schedule, Meerkat does not have any stock option plan or any other plan, program, agreement or arrangement providing for any equity-based compensation for any Person. As of the date of this Agreement, Meerkat has reserved 3,623,867 shares of Meerkat Common Stock for issuance under the Meerkat Stock Plans, of which 130,675 shares have been issued and are currently outstanding, 1,606,616 shares have been reserved for issuance upon exercise of Meerkat Options granted under the Meerkat Stock Plans, and 1,886,576 shares remain available for future issuance pursuant to the Meerkat Stock Plans. As of the date of this Agreement, Meerkat has reserved 369,690 shares of Meerkat Common Stock for future issuance pursuant to the Meerkat ESPP. Section 3.6(c) of the Meerkat Disclosure Schedule sets forth the following information with respect to each Meerkat Option outstanding as of the date of this Agreement: (i) the name of the optionee; (ii) the number of shares of Meerkat Common Stock subject to such Meerkat Option at the time of grant; (iii) the number of shares of Meerkat Common Stock subject to such Meerkat Option as of the date of this Agreement; (iv) the exercise price of such Meerkat Option; (v) the date on which such Meerkat Option was granted; (vi) the applicable vesting schedule, including the number of vested and unvested shares as of the date of this Agreement; (vii) the date on which such Meerkat Option expires; and (viii) whether such Meerkat Option is an "incentive stock option" (as defined in the Code) or a non-qualified stock option. Meerkat has made available to the Company accurate and complete copies of equity incentive plans pursuant to which Meerkat has equity-based awards, the forms of all award agreements evidencing such equity-based awards and evidence of board and stockholder approval of the Meerkat Stock Plans and any amendments thereto. As of the date of this Agreement, no employee or other service provider of Meerkat is participating in the ESPP, and there are no ongoing offering periods under the Meerkat ESPP.

(d) Except for the outstanding Meerkat Options or as set forth on Section 3.6(d) of the Meerkat Disclosure Schedule, there is no: (i) outstanding subscription, option, call, warrant or right (whether or not currently exercisable) to acquire any shares of the capital stock or other securities of Meerkat; (ii) outstanding security, instrument or obligation that is or may become convertible into or exchangeable for any shares of the capital stock or other securities of Meerkat; (iii) stockholder rights plan (or similar plan commonly referred to as a "poison pill") or Contract under which Meerkat is or may become obligated to sell or otherwise issue any shares of its capital stock or any other securities; or (iv) condition or circumstance that may give rise to or provide a basis for the assertion of a claim by any Person to the effect that such Person is entitled to acquire or receive any shares of capital stock or other securities of Meerkat. There are no outstanding or authorized stock appreciation, phantom stock, profit participation or other similar rights with respect to Meerkat.

(e) All outstanding shares of Meerkat Common Stock, Meerkat Options and other securities of Meerkat have been issued and granted in material compliance with (i) all applicable securities laws and other applicable Law, and (ii) all requirements set forth in applicable Contracts.

3.7 SEC Filings; Financial Statements .

(a) Meerkat has delivered to the Company accurate and complete copies of all registration statements, proxy statements, Certifications (as defined below) and other statements, reports, schedules, forms and other documents filed by Meerkat with the SEC since September 30, 2015 (the " ***Meerkat SEC Documents*** "), other than such documents that can be obtained on the SEC's website at www.sec.gov . Except as set forth on Section 3.7(a) of the Meerkat Disclosure Schedule, all material statements, reports, schedules, forms and other documents required to have been filed by Meerkat or its officers with the SEC have been so filed on a timely basis. As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the Meerkat SEC Documents complied in all material respects with the applicable requirements of the Securities Act or the Exchange Act (as the case may be) and as of the time they were filed, none of the Meerkat SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The certifications and statements required by (i) Rule 13a-14 under the Exchange Act and (ii) 18 U.S.C. §1350 (Section 906 of the Sarbanes-Oxley Act) relating to the Meerkat SEC Documents (collectively, the " ***Certifications*** ") are accurate and complete and comply as to form and content with all applicable Laws. As used in this Section 3.7 , the term "file" and variations thereof shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(b) The financial statements (including any related notes) contained or incorporated by reference in the Meerkat SEC Documents: (i) complied as to form in all material respects with the published rules and regulations of the SEC applicable thereto; (ii) were prepared in accordance with GAAP (except as may be indicated in the notes to such financial statements or, in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC, and except that the unaudited financial statements may not contain footnotes and are

subject to normal and recurring year-end adjustments that are not reasonably expected to be material in amount) applied on a consistent basis unless otherwise noted therein throughout the periods indicated; and (iii) fairly present, in all material respects, the financial position of Meerkat as of the respective dates thereof and the results of operations and cash flows of Meerkat for the periods covered thereby. Other than as expressly disclosed in the Meerkat SEC Documents filed prior to the date hereof, there has been no material change in Meerkat's accounting methods or principles that would be required to be disclosed in Meerkat's financial statements in accordance with GAAP. The books of account and other financial records of Meerkat and each of its Subsidiaries are true and complete in all material respects.

(c) Meerkat's auditor has at all times since the date of enactment of the Sarbanes-Oxley Act been: (i) a registered public accounting firm (as defined in Section 2(a)(12) of the Sarbanes-Oxley Act); (ii) to the Knowledge of Meerkat, "independent" with respect to Meerkat within the meaning of Regulation S-X under the Exchange Act; and (iii) to the Knowledge of Meerkat, in compliance with subsections (g) through (l) of Section 10A of the Exchange Act and the rules and regulations promulgated by the SEC and the Public Company Accounting Oversight Board thereunder.

(d) Meerkat has not received any comment letter from the SEC or the staff thereof or any correspondence from NASDAQ or the staff thereof relating to the delisting or maintenance of listing of the Meerkat Common Stock on the NASDAQ Global Market. Meerkat has not disclosed any unresolved comments in the Meerkat SEC Documents.

(e) Since January 1, 2014, there have been no formal internal investigations regarding financial reporting or accounting policies and practices discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer, or general counsel of Meerkat, the Meerkat Board or any committee thereof, other than ordinary course audits or reviews of accounting policies and practices or internal controls required by the Sarbanes-Oxley Act.

(f) Meerkat is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act and the applicable listing and governance rules and regulations of the NASDAQ Global Market.

(g) Meerkat maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance (i) that Meerkat maintains records that in reasonable detail accurately and fairly reflect Meerkat's transactions and dispositions of assets, (ii) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures are made only in accordance with authorizations of management and the Meerkat Board, and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Meerkat's assets that could have a material effect on Meerkat's financial statements. Meerkat has evaluated the effectiveness of Meerkat's internal control over financial reporting and, to the extent required by applicable Law, presented in any applicable Meerkat SEC Document that is a report on Form 10-K or Form 10-Q

(or any amendment thereto) its conclusions about the effectiveness of the internal control over financial reporting as of the end of the period covered by such report or amendment based on such evaluation. Meerkat has disclosed to Meerkat's auditors and the Audit Committee of the Meerkat Board (and made available to the Company a summary of the significant aspects of such disclosure) (A) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect Meerkat'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 Meerkat's or its Subsidiaries' internal control over financial reporting. Except as disclosed in the Meerkat SEC Documents filed prior to the date hereof, Meerkat has not identified any material weaknesses in the design or operation of Meerkat's internal control over financial reporting. Since January 1, 2014, there have been no material changes in Meerkat's internal control over financial reporting.

(h) Meerkat's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by Meerkat 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 rules and forms of the SEC, and that all such information is accumulated and communicated to Meerkat's management as appropriate to allow timely decisions regarding required disclosure and to make the Certifications.

3.8 Absence of Changes . Except as set forth on Section 3.8 of the Meerkat Disclosure Schedule, between December 31, 2016, and the date of this Agreement, Meerkat has conducted its business only in the Ordinary Course of Business (except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto) and there has not been any (a) Meerkat Material Adverse Effect or (b) action, event or occurrence that would have required consent of the Company pursuant to Section 4.1(b) of this Agreement had such action, event or occurrence taken place after the execution and delivery of this Agreement.

3.9 Absence of Undisclosed Liabilities . As of the date hereof, Meerkat does not have any Liability, individually or in the aggregate, except for: (a) Liabilities identified as such in the "liabilities" column of the Meerkat Unaudited Interim Balance Sheet; (b) normal and recurring current Liabilities that have been incurred by Meerkat since the date of the Meerkat Unaudited Interim Balance Sheet in the Ordinary Course of Business and which are not in excess of $250,000, in the aggregate; (c) Liabilities for performance of obligations of Meerkat under Meerkat Contracts; (d) Liabilities incurred in connection with the Contemplated Transactions; and (e) Liabilities described in Section 3.9 of the Meerkat Disclosure Schedule.

3.10 Title to Assets . Meerkat owns, and has good and valid title to, or, in the case of leased properties and assets, valid leasehold interests in, all tangible properties or assets and equipment used or held for use in its business or operations or purported to be owned by it, including: (a) all assets reflected on the Meerkat Unaudited Interim Balance Sheet; and (b) all other assets reflected in the books and records of Meerkat as being owned by Meerkat. All of such assets are owned or, in the case of leased assets, leased by Meerkat free and clear of any Encumbrances, other than Permitted Encumbrances.

3.11 Real Property; Leasehold .

(a) Meerkat does not own and has never owned any real property. Meerkat has made available to the Company (a) an accurate and complete list of all real properties with respect to which Meerkat directly or indirectly holds a valid leasehold interest as well as any other real estate that is in the possession of or leased by Meerkat (the " ***Meerkat Leased Real Property*** "), and (b) copies of all leases under which any such real property is possessed (the " ***Meerkat Real Estate Leases*** "), each of which is in full force and effect, with no existing material default thereunder.

(b) Meerkat has not received any written notice from any Governmental Body of a violation of any governmental requirements (including Environmental Laws) with respect to any of the Meerkat Leased Real Property and, to Meerkat's Knowledge, the Meerkat Leased Real Property is not in violation of any material governmental requirements.

3.12 Intellectual Property

(a) To the Knowledge of Meerkat, Meerkat owns, or has the right to use, as currently being used by Meerkat, all Meerkat IP Rights, and with respect to Meerkat IP Rights that are owned by Meerkat, has the right to bring actions for the infringement of such Meerkat IP Rights, in each case except for any failure to own or have the right to use or bring actions that would not have a Meerkat Material Adverse Effect.

(b) Section 3.12(b) of the Meerkat Disclosure Schedule is an accurate, true and complete listing of all Meerkat Registered IP.

(c) Section 3.12(c) of the Meerkat Disclosure Schedule accurately identifies (i) all Meerkat Contracts pursuant to which Meerkat IP Rights are licensed to Meerkat (other than (A) any non-customized software that (1) is so licensed solely in executable or object code form pursuant to a non-exclusive, internal use software license and other Intellectual Property associated with such software and (2) is not incorporated into, or material to the development, manufacturing, or distribution of, any of Meerkat products or services, (B) any Intellectual Property licensed ancillary to the purchase or use of equipment, reagents or other materials and (C) any confidential information provided under confidentiality agreements), and (ii) whether the license or licenses granted to Meerkat are exclusive or non-exclusive.

(d) Section 3.12(d) of the Meerkat Disclosure Schedule accurately identifies each Meerkat Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Meerkat IP Rights (other than (i) any confidential information provided under confidentiality agreements; (ii) any non-disclosure or other template agreements entered into in the Ordinary Course of Business; and (iii) any Meerkat IP Rights non-exclusively licensed to suppliers or service providers for the sole purpose of enabling such supplier or service providers to provide services for Meerkat's benefit). Meerkat is not bound by, and no Meerkat IP Rights are subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of Meerkat to use, exploit, assert or enforce any Meerkat IP Rights anywhere in the world, in each case as would materially limit the business of Meerkat as currently conducted.

(e) Meerkat solely or jointly owns all right, title, and interest to and in the Meerkat Registered IP listed on Section 3.12(b) of the Meerkat Disclosure Schedule free and clear of any Encumbrances (other than Permitted Encumbrances). Without limiting the generality of the foregoing:

(i) All documents and instruments necessary to register or apply for or renew registration of all Meerkat Registered IP that is solely owned by Meerkat has been validly executed, delivered and filed in a timely manner with the appropriate Governmental Body except for any such failure, individually or collectively, that would not reasonably be expected to have a Meerkat Material Adverse Effect.

(ii) Each Person who is or was an employee or contractor of Meerkat and who is or was involved in the creation or development of any Meerkat IP Rights purported to be owned by Meerkat has signed a written agreement containing an assignment of such Intellectual Property to Meerkat and confidentiality provisions protecting trade secrets and confidential information of Meerkat; provided, that any such agreement with a third party contractor for research, development or manufacturing services on behalf of Meerkat may provide that such third party contractor reserves its rights in improvements to such third party contractor's Intellectual Property or generally applicable research, development or manufacturing technology, in either case that is not specific to any product or service of Meerkat.

(iii) To the Knowledge of Meerkat, no current or former stockholder, officer, director, employee or contractor of Meerkat has any claim, right (whether or not currently exercisable), or interest to or in any Meerkat IP Rights purported to be owned by Meerkat. To the Knowledge of Meerkat, no employee or contractor of Meerkat is (a) bound by or otherwise subject to any Contract restricting him or her from performing his or her duties for Meerkat or (b) in breach of any Contract with any current or former employer or other Person concerning Meerkat IP Rights purported to be owned by Meerkat or confidentiality provisions protecting trade secrets and confidential information comprising Meerkat IP Rights purported to be owned by Meerkat.

(iv) No funding, facilities or personnel of any Governmental Body were used, directly or indirectly, to develop or create, in whole or in part, any Meerkat IP Rights in which Meerkat has an ownership interest.

(v) Meerkat has taken reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information that Meerkat holds, or purports to hold, as a trade secret.

(vi) Meerkat has not assigned or otherwise transferred ownership of, or agreed to assign or otherwise transfer ownership of, any Meerkat Registered IP to any other Person.

(vii) To the Knowledge of Meerkat, the Meerkat IP Rights constitute all Intellectual Property necessary for Meerkat to conduct its business as currently conducted.

(f) Meerkat has delivered, or made available to the Company, a complete and accurate copy of all material Meerkat IP Rights Agreements. Meerkat is not a party to any

Contract that, as a result of such execution, delivery and performance of this Agreement, will cause the grant of any license or other right to any Meerkat IP Rights or impair the right of Meerkat or the Surviving Corporation and its Subsidiaries to use, sell or license or enforce any Meerkat IP Rights or portion thereof, except for the occurrence of any such grant or impairment that would not individually or in the aggregate, reasonably be expected to result in a Meerkat Material Adverse Effect.

(g) With respect to each of the Meerkat IP Rights Agreements: (i) each such agreement is valid and binding on Meerkat and in full force and effect; (ii) Meerkat has not received any notice of termination or cancellation under such agreement, or received any notice of breach or default under such agreement, which breach has not been cured or waived; and (iii) neither Meerkat, and to the Knowledge of Meerkat, nor any other party to any such agreement, is in breach or default thereof in any material respect.

(h) The manufacture, marketing, license, sale or intended use of any product or technology currently licensed or sold or under preclinical or clinical development by Meerkat, (i) to the Knowledge of Meerkat, does not infringes or misappropriates any valid Intellectual Property right of any other party, which violation, infringement or misappropriation would reasonably be expected to have a Meerkat Material Adverse Effect and (ii) does not violate or constitute a breach of any license or agreement between Meerkat and any third party. To the Knowledge of Meerkat, no third party is infringing upon any Meerkat IP Rights, or violating any license or agreement with Meerkat relating to any Meerkat IP Rights.

(i) To the Knowledge of Meerkat, there is no current or pending Legal Proceeding (including, but not limited to, opposition, interference or other proceeding in any patent or other government office) contesting the validity, ownership or right to use, sell, license or dispose of any Meerkat IP Rights. Meerkat has not received any written notice asserting that any Meerkat IP Rights or the proposed use, sale, license or disposition thereof conflicts with or infringes or misappropriates or will conflict with or infringe or misappropriate the rights of any other party.

(j) Each item of Meerkat IP Rights that is Meerkat Registered IP that is solely owned by Meerkat is and at all times has been filed and maintained in compliance with all applicable Law and all filings, payments and other actions required to be made or taken to maintain such solely owned item of Meerkat Registered IP in full force and effect have been made by the applicable deadline, except for any failure to perform any of the foregoing, individually or collectively, that would not reasonably be expected to have a Meerkat Material Adverse Effect.

(k) To the Knowledge of Meerkat, no trademark (whether registered or unregistered) or trade name owned, used, or applied for by Meerkat conflicts or interferes with any trademark (whether registered or unregistered) or trade name owned, used, or applied for by any other Person. None of the goodwill associated with or inherent in any trademark (whether registered or unregistered) in which Meerkat has or purports to have an ownership interest has been impaired as determined by Meerkat in accordance with GAAP.

(l) Except as may be set forth in the Contracts listed on Section 3.12(c) or 3.12(d) of the Meerkat Disclosure Schedule (i) Meerkat is not bound by any Contract to indemnify, defend, hold harmless, or reimburse any other Person with respect to any Intellectual Property infringement, misappropriation, or similar claim, and (ii) Meerkat has never assumed, or agreed to discharge or otherwise take responsibility for, any existing or potential liability of another Person for infringement, misappropriation, or violation of any Intellectual Property right, which assumption, agreement or responsibility remains in force as of the date of this Agreement.

3.13 Agreements, Contracts and Commitments . Section 3.13 of the Meerkat Disclosure Schedule identifies the following Meerkat Contracts, each effective as of the date of this Agreement (each, a " ***Meerkat Material Contract*** " and collectively, the " ***Meerkat Material Contracts*** "):

(i) each Meerkat Contract relating to any material bonus, deferred compensation, severance, incentive compensation, pension, profit-sharing or retirement plans, or any other employee benefit plans or arrangements;

(ii) each Meerkat Contract requiring payments by Meerkat after the date of this Agreement in excess of $150,000 pursuant to its express terms relating to the employment of, or the performance of employment-related services by, any Person, including any employee, consultant or independent contractor, or entity providing employment related, consulting or independent contractor services, not terminable by Meerkat on 90 calendar days' or less notice without liability, except to the extent general principles of wrongful termination law may limit Meerkat's or such successor's ability to terminate employees at will;

(iii) each Meerkat Contract relating to any agreement or plan, including any stock option plan, stock appreciation right plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the Contemplated Transactions (either alone or in conjunction with any other event, such as termination of employment), or the value of any of the benefits of which will be calculated on the basis of any of the Contemplated Transactions;

(iv) except as otherwise may be set forth in the Contracts listed on Section 3.12(c), 3.12(d) or 3.12(i) of the Meerkat Disclosure Schedule, each Meerkat Contract relating to any agreement of indemnification or guaranty not entered into in the Ordinary Course of Business;

(v) each Meerkat Contract containing (A) any covenant limiting the freedom of Meerkat or the Surviving Corporation to engage in any line of business or compete with any Person, (B) any most-favored pricing arrangement, (C) any exclusivity provision, or (D) any non-solicitation provision;

(vi) each Meerkat Contract relating to capital expenditures and requiring payments after the date of this Agreement in excess of $250,000 pursuant to its express terms and not cancelable without penalty;

(vii) each Meerkat Contract relating to the disposition or acquisition of material assets or any ownership interest in any Entity;

(viii) each Meerkat Contract relating to any mortgages, indentures, loans, notes or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit in excess of $250,000 or creating any material Encumbrances with respect to any assets of Meerkat or any loans or debt obligations with officers or directors of Meerkat;

(ix) each Meerkat Contract requiring payment by or to Meerkat after the date of this Agreement in excess of $250,000 pursuant to its express terms relating to: (A) any distribution agreement (identifying any that contain exclusivity provisions); (B) any agreement involving provision of services or products with respect to any pre-clinical or clinical development activities of Meerkat; (C) any dealer, distributor, joint marketing, alliance, joint venture, cooperation, development or other agreement currently in force under which Meerkat has continuing obligations to develop or market any product, technology or service, or any agreement pursuant to which Meerkat has continuing obligations to develop any Intellectual Property that will not be owned, in whole or in part, by Meerkat; or (D) any Contract to license any third party to manufacture or produce any product, service or technology of Meerkat or any Contract to sell, distribute or commercialize any products or service of Meerkat, in each case, except for Meerkat Contracts entered into in the Ordinary Course of Business;

(x) each Meerkat Contract with any Person, including any financial advisor, broker, finder, investment banker or other Person, providing advisory services to Meerkat in connection with the Contemplated Transactions;

(xi) each Meerkat Real Estate Lease; or

(xii) any other Meerkat Contract that is not terminable at will (with no penalty or payment) by Meerkat and (A) which involves payment or receipt by Meerkat after the date of this Agreement under any such agreement, contract or commitment of more than $250,000 in the aggregate, or obligations after the date of this Agreement in excess of $250,000 in the aggregate, or (B) that is material to the business or operations of Meerkat, taken as a whole.

Meerkat has delivered or made available to the Company accurate and complete copies of all Meerkat Material Contracts. Meerkat has not nor, to Meerkat's Knowledge as of the date of this Agreement, has any other party to a Meerkat Material Contract, breached, violated or defaulted under, or received notice that it breached, violated or defaulted under, any of the terms or conditions of any Meerkat Material Contract in such manner as would permit any other party to cancel or terminate any such Meerkat Material Contract, or would permit any other party to seek damages which would reasonably be expected to have a Meerkat Material Adverse Effect. As to Meerkat, as of the date of this Agreement, each Meerkat Material Contract is valid, binding, enforceable and in full force and effect, subject to the Enforceability Exceptions. No Person is renegotiating, or has a right pursuant to the terms of any Meerkat Material Contract to change, any material amount paid or payable to Meerkat under any Meerkat Material Contract or any other material term or provision of any Meerkat Material Contract.

3.14 Compliance; Permits; Restrictions .

(a) Meerkat is, and since January 1, 2014, has been, in compliance in all material respects with all applicable Laws. No investigation, claim, suit, proceeding, audit or other action by any Governmental Body is pending or, to the Knowledge of Meerkat, threatened against Meerkat. There is no agreement, judgment, injunction, order or decree binding upon Meerkat which (i) has or could reasonably be expected to have the effect of prohibiting or materially impairing any business practice of Meerkat, any acquisition of material property by Meerkat or the conduct of business by Meerkat as currently conducted, (ii) is reasonably likely to have an adverse effect on Meerkat's ability to comply with or perform any covenant or obligation under this Agreement, or (iii) is reasonably likely to have the effect of preventing, delaying, making illegal or otherwise interfering with the Contemplated Transactions.

(b) Each of Meerkat and Merger Sub holds all required Governmental Authorizations that are material to the operation of the business of Meerkat and Merger Sub as currently conducted (collectively, the " ***Meerkat Permits*** "). Section 3.14(b) of the Meerkat Disclosure Schedule identifies each Meerkat Permit. Each of Meerkat and Merger Sub is in material compliance with the terms of the Meerkat Permits. No Legal Proceeding is pending or, to the Knowledge of Meerkat, threatened, which seeks to revoke, limit, suspend, or materially modify any Meerkat Permit. The rights and benefits of each Meerkat Permit will be available to Meerkat and Surviving Corporation immediately after the Effective Time on terms substantially identical to those enjoyed by Meerkat and Merger Sub as of the date of this Agreement and immediately prior to the Effective Time.

(c) There are no proceedings pending or, to the Knowledge of Meerkat, threatened with respect to an alleged material violation by Meerkat of the FDCA, FDA regulations adopted thereunder, the Controlled Substance Act or any other similar Law promulgated by a Drug Regulatory Agency.

(d) Each of Meerkat and Merger Sub holds all required Governmental Authorizations issuable by any Drug Regulatory Agency necessary for the conduct of the business of Meerkat and Merger Sub as currently conducted, and, as applicable, the development, clinical testing, manufacturing, marketing, distribution and importation or exportation, as currently conducted, of any of its products or product candidates (the " ***Meerkat Product Candidates*** ") (the " ***Meerkat Regulatory Permits*** ") and no such Meerkat Regulatory Permit has been (i) revoked, withdrawn, suspended, cancelled or terminated or (ii) modified in any adverse manner other than immaterial adverse modifications. Meerkat is in compliance in all material respects with the Meerkat Regulatory Permits and neither Meerkat nor Merger Sub has received any written notice or other written communication from any Drug Regulatory Agency regarding (A) any material violation of or failure to comply materially with any term or requirement of any Meerkat Regulatory Permit or (B) any revocation, withdrawal, suspension, cancellation, termination or material modification of any Meerkat Regulatory Permit. Except for the information and files identified in Section 3.14(d) of the Meerkat Disclosure Schedule, Meerkat has made available to the Company all information requested by the Company in Meerkat's possession or control relating to the Meerkat Product Candidates and the development, clinical testing, manufacturing, importation and exportation of the Meerkat Product Candidates, including complete copies of the following (to the extent there are any): (x) adverse event reports; clinical study reports and material study data; inspection reports, notices of adverse findings, warning letters, filings and letters and other written correspondence to and

from any Drug Regulatory Agency; and meeting minutes with any Drug Regulatory Agency; and (y) similar reports, material study data, notices, letters, filings, correspondence and meeting minutes with any other Governmental Body.

(e) All clinical, pre-clinical and other studies and tests conducted by or on behalf of, or sponsored by, Meerkat or in which Meerkat or its respective products or product candidates, including the Meerkat Product Candidates, have participated were and, if still pending, are being conducted in all material respects in accordance with standard medical and scientific research procedures and in compliance in all material respects with the applicable regulations of the Drug Regulatory Agencies and other applicable Law, including, without limitation, 21 C.F.R. Parts 50, 54, 56, 58 and 312. Other than as set forth on Section 3.14(e) of the Meerkat Disclosure Schedule, since January 1, 2014, neither Meerkat nor Merger Sub has received any notices, correspondence, or other communications from any Drug Regulatory Agency requiring or, to the Knowledge of Meerkat, threatening to initiate, the termination or suspension of any clinical trials conducted by or on behalf of, or sponsored by, Meerkat or in which Meerkat or its current products or product candidates, including the Meerkat Product Candidates, have participated.

(f) Meerkat is not the subject of any pending or, to the Knowledge of Meerkat, threatened investigation in respect of its business or products by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto. To the Knowledge of Meerkat, Meerkat has not committed any acts, made any statement, or failed to make any statement, in each case in respect of its business or products that would violate FDA's "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy, and any amendments thereto. None of Meerkat, Merger Sub, or any of their respective officers, employees or agents has been convicted of any crime or engaged in any conduct that could result in a material debarment or exclusion (i) under 21 U.S.C. Section 335a or (ii) any similar applicable Law. To the Knowledge of Meerkat, no material debarment or exclusionary claims, actions, proceedings or investigations in respect of their business or products are pending or threatened against Meerkat or any of its officers, employees or agents.

3.15 Legal Proceedings; Orders .

(a) Except as set forth in Section 3.15 of the Meerkat Disclosure Schedule, there is no pending Legal Proceeding and, to the Knowledge of Meerkat, no Person has threatened in writing to commence any Legal Proceeding: (i) that involves Meerkat or any Meerkat Associate (in his or her capacity as such) or any of the material assets owned or used by Meerkat; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the Contemplated Transactions.

(b) There is no order, writ, injunction, judgment or decree to which Meerkat, or any of the material assets owned or used by Meerkat is subject. To the Knowledge of Meerkat, no officer or other Key Employee of Meerkat is subject to any order, writ, injunction, judgment or decree that prohibits such officer or employee from engaging in or continuing any conduct, activity or practice relating to the business of Meerkat or to any material assets owned or used by Meerkat.

3.16 Tax Matters .

(a) Each of Meerkat and Merger Sub has timely filed all federal income Tax Returns and other material Tax Returns that they were required to file under applicable Law. All such Tax Returns were correct and complete in all material respects and have been prepared in material compliance with all applicable Law. Subject to exceptions as would not be material, no written claim has ever been made by an authority in a jurisdiction where Meerkat does not file Tax Returns that it is subject to taxation by that jurisdiction.

(b) All material Taxes due and owing by Meerkat on or before the date hereof (whether or not shown on any Tax Return) have been paid. Since the date of the Meerkat Unaudited Interim Balance Sheet, Meerkat has not incurred any material Liability for Taxes outside the Ordinary Course of Business or otherwise inconsistent with past custom and practice.

(c) Each of Meerkat and Merger Sub has withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(d) There are no Encumbrances for material Taxes (other than Taxes not yet due and payable) upon any of the assets of Meerkat.

(e) No deficiencies for material Taxes with respect to Meerkat have been claimed, proposed or assessed by any Governmental Body in writing. There are no pending (or, based on written notice, threatened) material audits, assessments or other actions for or relating to any liability in respect of Taxes of Meerkat. Meerkat (nor Merger Sub or any of their predecessors) has not waived any statute of limitations in respect of material Taxes or agreed to any extension of time with respect to a material Tax assessment or deficiency.

(f) Meerkat has never been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(g) Meerkat is a not party to any material Tax allocation, Tax sharing or similar agreement (including indemnity arrangements), other than commercial contracts entered into in the Ordinary Course of Business with vendors, customers and landlords.

(h) Meerkat has never been a member of an affiliated group filing a consolidated U.S. federal income Tax Return (other than a group the common parent of which is Meerkat). Meerkat does not have any material Liability for the Taxes of any Person (other than Meerkat and Merger Sub) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign law) or as a transferee or successor.

(i) Meerkat has not distributed stock of another Person, or had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in Section by Section 355 of the Code or Section 361 of the Code in the last two years.

(j) Meerkat has not entered into any transaction identified as a “reportable transaction” for purposes of Treasury Regulations Section 1.6011-4(b).

3.17 Employee and Labor Matters; Benefit Plans .

(a) The employment of each of Meerkat's and any of its Subsidiaries' employees is terminable by Meerkat or the applicable Subsidiary at will (or otherwise in accordance with general principles of wrongful termination law). Meerkat has made available to the Company accurate and complete copies of all employee manuals and handbooks, disclosure materials, policy statements and other materials relating to the employment of Meerkat Associates to the extent currently effective and material.

(b) Neither Meerkat nor any of its Subsidiaries is a party to, bound by, or has a duty to bargain under, any collective bargaining agreement or other Contract with a labor organization representing any of its employees, and there are no labor organizations representing or, to the Knowledge of Meerkat, purporting to represent or seeking to represent any employees of Meerkat or its Subsidiaries.

(c) Section 3.17(c) of the Meerkat Disclosure Schedule lists all written and describes all non-written employee benefit plans (as defined in Section 3(3) of ERISA) and all bonus, equity-based, incentive, deferred compensation, retirement or supplemental retirement, profit sharing, severance, golden parachute, vacation, cafeteria, dependent care, medical care, employee assistance program, education or tuition assistance programs and other similar material fringe or employee benefit plans, programs or arrangements, including any employment or executive compensation or severance agreements, written or otherwise, which are currently in effect relating to any present or former employee or director of Meerkat or any of its Subsidiaries (or any trade or business (whether or not incorporated) which is a Meerkat Affiliate) or which is maintained by, administered or contributed to by, or required to be contributed to by, Meerkat, any of its Subsidiaries or any Meerkat Affiliate, or under which Meerkat or any of its Subsidiaries or any Meerkat Affiliate has any current liability or may incur liability after the date hereof (each, a " ***Meerkat Employee Plan*** ").

(d) With respect to each Meerkat Employee Plan, Meerkat has made available to the Company a true and complete copy of, to the extent applicable, (i) such Meerkat Employee Plan, (ii) the three most recent annual report (Form 5500) as filed with the IRS, (iii) each currently effective trust agreement related to such Meerkat Employee Plan, (iv) the most recent summary plan description for each Meerkat Employee Plan for which such description is required, along with all summaries of material modifications, amendments, resolutions and all other material plan documentation related thereto in the possession of Meerkat, and (v) the most recent IRS determination or opinion letter or analogous ruling under foreign law issued with respect to any Meerkat Employee Plan.

(e) Each Meerkat Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter with respect to such qualified status from the IRS. To the Knowledge of Meerkat, nothing has occurred that would reasonably be expected to adversely affect the qualified status of any such Meerkat Employee Plan or the exempt status of any related trust.

(f) Each Meerkat Employee Plan has been maintained in compliance, in all material respects, with its terms and, both as to form and operation, with all applicable Law, including the Code and ERISA.

(g) Neither Meerkat nor any of its Subsidiaries has engaged in any transaction in violation of Sections 404 or 406 of ERISA or any "prohibited transaction," as defined in Section 4975(c)(1) of the Code, for which no exemption exists under Section 408 of ERISA or Section 4975(c)(2) or (d) of the Code, or has otherwise violated the provisions of Part 4 of Title I, Subtitle B of ERISA. Neither Meerkat nor any of its Subsidiaries has knowingly participated in a violation of Part 4 of Title I, Subtitle B of ERISA by any plan fiduciary of any Meerkat Employee Plan subject to ERISA and neither Meerkat nor any of its Subsidiaries has been assessed any civil penalty under Section 502(l) of ERISA.

(h) No Meerkat Employee Plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, and neither Meerkat nor any of its ERISA Affiliates has ever maintained, contributed to or partially or completely withdrawn from, or incurred any obligation or liability with respect to, any such plan. No Meerkat Employee Plan is a Multiemployer Plan, and neither Meerkat nor any of its ERISA Affiliates has ever contributed to or had an obligation to contribute, or incurred any liability in respect of a contribution, to any Multiemployer Plan. No Meerkat Employee Plan is a Multiple Employer Plan. No Meerkat Employee Plan is a Multiple Employer Welfare Arrangement. Neither Meerkat nor any of its ERISA Affiliates sponsors or maintains any self-funded welfare employee benefit plan.

(i) Except as set forth in Section 3.17(i) of the Meerkat Disclosure Schedule, no Meerkat Employee Plan provides for medical or death benefits beyond termination of service or retirement, other than (i) pursuant to COBRA or an analogous state law requirement or (ii) death or retirement benefits under a Meerkat Employee Plan qualified under Section 401(a) of the Code. No Meerkat Employee Plan is subject to any Law of a foreign jurisdiction outside of the United States.

(j) With respect to Meerkat Options granted pursuant to the Meerkat Stock Plans, (i) each Meerkat Option intended to qualify as an "incentive stock option" under Section 422 of the Code so qualifies, (ii) each grant of a Meerkat Option was duly authorized no later than the Grant Date by all necessary corporate action, including, as applicable, approval by the Meerkat Board (or a duly constituted and authorized committee thereof) and any required stockholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, (iii) each Meerkat Option grant was made in accordance with the terms of the Meerkat Stock Plans and all other applicable Law and regulatory rules or requirements and (iv) the per share exercise price of each Meerkat Option was not less than the fair market value of a share of Meerkat Common Stock on the applicable Grant Date.

(k) To the Knowledge of Meerkat, no Meerkat Options or other equity-based awards issued or granted by Meerkat are subject to the requirements of Code Section 409A. To the Knowledge of Meerkat, each 409A Plan under which Meerkat makes, is obligated to make or promises to make, payments complies in all material respects, in both form and operation, with the requirements of Code Section 409A and the guidance thereunder. No payment to be made

under any 409A Plan is or, to the Knowledge of Meerkat will be, subject to the penalties of Code Section 409A(a)(1).

(l) Meerkat and each of its Subsidiaries is in material compliance with all of its bonus, commission and other compensation plans and has paid any and all amounts required to be paid under such plans, including any and all bonuses and commissions (or pro rata portion thereof) that may have accrued or been earned through the calendar quarter preceding the Effective Time, and is not liable for any material payments, taxes or penalties for failure to comply with any of the terms or conditions of such plans or the laws governing such plans.

(m) Meerkat and each of its Subsidiaries is in material compliance with all applicable foreign, federal, state and local laws, rules and regulations respecting employment, employment practices, terms and conditions of employment, worker classification, tax withholding, prohibited discrimination, equal employment, fair employment practices, meal and rest periods, immigration status, employee safety and health, wages (including overtime wages), compensation, and hours of work, and in each case, with respect to the employees of Meerkat and its Subsidiaries: (i) has withheld and reported all material amounts required by law or by agreement to be withheld and reported with respect to wages, salaries and other payments to employees, (ii) is not liable for any arrears of wages, severance pay or any Taxes or any penalty for failure to comply with any of the foregoing, and (iii) is not liable for any material payment to any trust or other fund governed by or maintained by or on behalf of any governmental authority, with respect to unemployment compensation benefits, social security or other benefits or obligations for employees (other than routine payments to be made in the Ordinary Course of Business). To the Knowledge of Meerkat, there are no pending or threatened or reasonably anticipated claims or actions against Meerkat, any of its Subsidiaries, any Meerkat trustee or any trustee of any Subsidiary under any workers' compensation policy or long-term disability policy. Neither Meerkat nor any Subsidiary thereof is a party to a conciliation agreement, consent decree or other agreement or order with any federal, state, or local agency or governmental authority with respect to employment practices.

(n) Section 3.17(n) of the Meerkat Disclosure Schedule lists all liabilities of Meerkat or any of its Subsidiaries to any employee that result from the termination by Meerkat or any of its Subsidiaries of such employee's employment or provision of services, a change of control of Meerkat, or a combination thereof. Neither Meerkat nor any of its Subsidiaries has any material liability with respect to any misclassification of: (a) any Person as an independent contractor rather than as an employee, (b) any employee leased from another employer, or (c) any employee currently or formerly classified as exempt from overtime wages. Neither Meerkat nor any of its Subsidiaries has taken any action which would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act or similar state or local law, issued any notification of a plant closing or mass layoff required by the WARN Act or similar state or local law, or incurred any liability or obligation under WARN or any similar state or local law that remains unsatisfied. No terminations of employees of Meerkat or any of its Subsidiaries prior to the Closing would trigger any notice or other obligations under the WARN Act or similar state or local law.

(o) There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, job action, union, organizing activity, question concerning

representation or any similar activity or dispute, affecting Meerkat or any of its Subsidiaries. No event has occurred, and no condition or circumstance exists, that might directly or indirectly be likely to give rise to or provide a basis for the commencement of any such strike, slowdown, work stoppage, lockout, job action, union organizing activity, question concerning representation or any similar activity or dispute.

(p) Neither Meerkat nor any of its Subsidiaries is, nor has Meerkat or any of its Subsidiaries been, engaged in any unfair labor practice within the meaning of the National Labor Relations Act. There is no Legal Proceeding, claim, labor dispute or grievance pending or, to the Knowledge of Meerkat, threatened or reasonably anticipated relating to any employment contract, privacy right, labor dispute, wages and hours, leave of absence, plant closing notification, workers' compensation policy, long-term disability policy, harassment, retaliation, immigration, employment statute or regulation, safety or discrimination matter involving any Meerkat Associate, including charges of unfair labor practices or discrimination complaints. There are no actions, suits, claims or administrative matters pending or, to the Knowledge of Meerkat, threatened or reasonably anticipated against Meerkat or any of its Subsidiaries relating to any employee, employment agreement or Meerkat Employee Plan (other than routine claims for benefits).

(q) There is no contract, agreement, plan or arrangement to which Meerkat or any Meerkat Affiliate is a party or by which it is bound to compensate any of its employees for excise taxes paid pursuant to Section 4999 of the Code.

(r) Meerkat is not a party to any Contract that has resulted or would reasonably be expected to result, separately or in the aggregate, in the payment of (i) any "excess parachute payment" within the meaning of Section 280G of the Code or (ii) any amount the deduction for which would be disallowed under Section 162(m) of the Code.

3.18 Environmental Matters . Since January 1, 2014, Meerkat has complied with all applicable Environmental Laws, which compliance includes the possession by Meerkat of all permits and other Governmental Authorizations required under applicable Environmental Laws and compliance with the terms and conditions thereof, except for any failure to be in compliance that, individually or in the aggregate, would not result in a Meerkat Material Adverse Effect. Meerkat has not received since January 1, 2014, any written notice or other communication (in writing or otherwise), whether from a Governmental Body, citizens group, employee or otherwise, that alleges that Meerkat is not in compliance with any Environmental Law, and, to the Knowledge of Meerkat, there are no circumstances that may prevent or interfere with Meerkat's compliance with any Environmental Law in the future, except where such failure to comply would not reasonably be expected to have a Meerkat Material Adverse Effect. To the Knowledge of Meerkat: (i) no current or prior owner of any property leased or controlled by Meerkat has received since January 1, 2014, any written notice or other communication relating to property owned or leased at any time by Meerkat, whether from a Governmental Body, citizens group, employee or otherwise, that alleges that such current or prior owner or Meerkat is not in compliance with or violated any Environmental Law relating to such property and (ii) Meerkat has no material liability under any Environmental Law.

3.19 Insurance . Meerkat has made available to the Company accurate and complete copies of all material insurance policies and all material self-insurance programs and arrangements relating to the business, assets, liabilities and operations of Meerkat and Merger Sub. Each of such insurance policies is in full force and effect and Meerkat and Merger Sub are in compliance in all material respects with the terms thereof. Other than customary end of policy notifications from insurance carriers, since January 1, 2014, Meerkat has not received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any insurance policy; or (ii) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy. Each of Meerkat and Merger Sub has provided timely written notice to the appropriate insurance carrier(s) of each Legal Proceeding pending against Meerkat for which Meerkat has insurance coverage, and no such carrier has issued a denial of coverage or a reservation of rights with respect to any such Legal Proceeding, or informed Meerkat of its intent to do so.

3.20 Transactions with Affiliates . Except as set forth in the Meerkat SEC Documents filed prior to the date of this Agreement, since the date of Meerkat's last proxy statement filed in 2016 with the SEC, no event has occurred that would be required to be reported by Meerkat pursuant to Item 404 of Regulation S-K promulgated by the SEC. Section 3.20 of the Meerkat Disclosure Schedule identifies each Person who is (or who may be deemed to be) an Affiliate of Meerkat as of the date of this Agreement.

3.21 No Financial Advisors . Except as set forth on Section 3.21 of the Meerkat Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage fee, finder's fee, opinion fee, success fee, transaction fee or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of Meerkat.

3.22 Valid Issuance . The Meerkat Common Stock to be issued in the Merger will, when issued in accordance with the provisions of this Agreement, be validly issued, fully paid and nonassessable.

3.23 Inapplicability of Anti-takeover Statutes . The Boards of Directors of Meerkat and Merger Sub have taken and will take all actions necessary to ensure that the restrictions applicable to business combinations contained in Section 203 of the DGCL are, and will be, inapplicable to the execution, delivery and performance of this Agreement and the Meerkat Stockholder Support Agreements and to the consummation of the Merger and the other Contemplated Transactions. No other state takeover statute or similar Law applies or purports to apply to the Merger, this Agreement, the Meerkat Stockholder Support Agreements or any of the other Contemplated Transactions.

3.24 CPRIT Matters . Set forth on Schedule A are accurate and complete copies of agreements between Meerkat and CPRIT with respect to Meerkat's existing grants made by CPRIT. Meerkat has complied with all material obligations under such agreements. Meerkat has not entered into any agreement or other arrangement with CPRIT relating to Meerkat's existing grants made by CPRIT other than as set forth on Schedule A .

3.25 Disclosure . The information supplied by Meerkat for inclusion or incorporation by reference in the Proxy Statement (including any of the Meerkat Financials) will not, as of the

date of the Proxy Statement or as of the date such information is prepared or presented, (i) contain any statement that is inaccurate or misleading with respect to any material facts, or (ii) omit to state any material fact necessary in order to make such information, in light of the circumstances under which such information will be provided, not false or misleading. The Proxy Statement will comply in all material respects as to form with the requirements of the Exchange Act and the rules and regulations thereunder.

3.26 No Other Representations or Warranties . Meerkat hereby acknowledges and agrees that, except for the representations and warranties contained in this Agreement, neither the Company nor any of its Subsidiaries nor any other person on behalf of the Company or its Subsidiaries makes any express or implied representation or warranty with respect to the Company or its Subsidiaries or with respect to any other information provided to Meerkat, Merger Sub or stockholders or any of their respective Affiliates in connection with the transactions contemplated hereby, and (subject to the express representations and warranties of the Company set forth in Section 2 (in each case as qualified and limited by the Company Disclosure Schedule)) none of Meerkat, Merger Sub or any of their respective Representatives or stockholders, has relied on any such information (including the accuracy or completeness thereof).

Section 4 Certain Covenants of the Parties

4.1 Operation of Meerkat's Business .

(a) Except as set forth on Section 4.1(a) of the Meerkat Disclosure Schedule, as expressly contemplated or permitted by this Agreement, as required by applicable Law or unless the Company shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), during the period commencing on the date of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Section 9 and the Effective Time (the " ***Pre-Closing Period*** "): Meerkat shall (i) conduct its business and operations in the Ordinary Course of Business; (ii) continue to pay outstanding accounts payable and other current Liabilities (including payroll) when due and payable; and (iii) conduct its business and operations in compliance with all applicable Law and the requirements of all Contracts that constitute Meerkat Material Contracts.

(b) Except (i) as expressly contemplated or permitted by this Agreement, (ii) as set forth in Section 4.1(b) of the Meerkat Disclosure Schedule, (iii) as required by applicable Law or (iv) with the prior written consent of the Company (which consent shall not be unreasonably withheld, delayed or conditioned), at all times during the Pre-Closing Period, Meerkat shall not:

(i) declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of its capital stock or repurchase, redeem or otherwise reacquire any shares of its capital stock or other securities (except for shares of Meerkat Common Stock from terminated employees, directors or consultants of Meerkat);

(ii) sell, issue, grant, pledge or otherwise dispose of or encumber or authorize the issuance of: (A) any capital stock or other security (except for Meerkat Common

Stock issued upon the valid exercise of outstanding Meerkat Options); (B) any option, warrant or right to acquire any capital stock or any other security; or (C) any instrument convertible into or exchangeable for any capital stock or other security;

(iii) except as required to give effect to anything in contemplation of the Closing, amend any of its Organizational Documents, or effect or be a party to any merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction except, for the avoidance of doubt, the Contemplated Transactions;

(iv) form any Subsidiary or acquire any equity interest or other interest in any other Entity or enter into a joint venture with any other Entity;

(v) (A) lend money to any Person, (B) incur or guarantee any indebtedness for borrowed money, (C) guarantee any debt securities of others, (D) make any capital expenditure or commitment or (E) forgive any loans to any Persons, including Meerkat's employees, officers, directors or Affiliates;

(vi) (A) adopt, establish or enter into any Meerkat Employee Plan; (B) cause or permit any Meerkat Employee Plan to be amended other than as required by law or in order to make amendments for the purposes of Section 409A of the Code; (C) pay any bonus or make any profit-sharing or similar payment to, or increase the amount of the wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any of its employees, directors or consultants; or (D) increase the severance or change of control benefits offered to any current or new employees, directors or consultants;

(vii) enter into any material transaction outside the Ordinary Course of Business;

(viii) acquire any material asset or sell, lease or otherwise irrevocably dispose of any of its assets or properties, or grant any Encumbrance with respect to such assets or properties, except in the Ordinary Course of Business;

(ix) sell, assign, transfer, license, sublicense or otherwise dispose of any material Meerkat IP Rights (other than pursuant to non-exclusive licenses in the Ordinary Course of Business);

(x) make, change or revoke any material Tax election; file any material amendment to any Tax Return or adopt or change any accounting method in respect of Taxes;

(xi) take any action, other than as required by Law or GAAP, to change accounting policies or procedures;

(xii) pay, discharge or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction in the Ordinary Course of Business and consistent with past practice of liabilities

reflected or reserved against in the Meerkat Financials, or incurred in the Ordinary Course of Business and consistent with past practice;

(xiii) except as set forth in Section 4.1(b)(xiii) of the Meerkat Disclosure Schedule, enter into, amend or terminate any Meerkat Material Contract;

(xiv) (A) materially change pricing or royalties or other payments set or charged by Meerkat to its customers or licensees or (B) agree to materially change pricing or royalties or other payments set or charged by persons who have licensed Intellectual Property to Meerkat;

(xv) after the Net Cash Calculation is finalized pursuant to Section 1.6 , incur any Liabilities or otherwise take any actions other than, in each case, in the Ordinary Course of Business or in connection with the transactions contemplated by this Agreement;

(xvi) initiate or settle any Legal Proceeding or other claim or dispute involving or against Meerkat or any Subsidiary of Meerkat.

(xvii) agree, resolve or commit to do any of the foregoing.

Nothing contained in this Agreement shall give the Company, directly or indirectly, the right to control or direct the operations of Meerkat prior to the Effective Time. Prior to the Effective Time, Meerkat shall exercise, consistent with the terms and conditions of this Agreement, complete unilateral control and supervision over its business operations.

4.2 Operation of the Company's Business .

(a) Except as set forth on Section 4.2(a) of the Company Disclosure Schedule, as expressly contemplated or permitted by this Agreement, as required by applicable Law or unless Meerkat shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), during the Pre-Closing Period: each of the Company and its Subsidiaries shall conduct its business and operations in the Ordinary Course of Business and in compliance with all applicable Law and the requirements of all Contracts that constitute Company Material Contracts.

(b) Except (i) as expressly contemplated or permitted by this Agreement, (ii) as set forth in Section 4.2(b) of the Company Disclosure Schedule, (iii) as required by applicable Law, or (iv) with the prior written consent of Meerkat (which consent shall not be unreasonably withheld, delayed or conditioned), at all times during the Pre-Closing Period, the Company shall not, nor shall it cause or permit any of its Subsidiaries to, do any of the following:

(i) declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of capital stock; or repurchase, redeem or otherwise reacquire any shares of Company Capital Stock or other securities (except for shares of Company Common Stock from terminated employees, directors or consultants of the Company);

(ii) except as required to give effect to anything in contemplation of the Closing, amend any of its or its Subsidiaries' Organizational Documents, or effect or be a party to any merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction except, for the avoidance of doubt, the Contemplated Transactions;

(iii) except in connection with the hiring of any new employees, sell, issue, grant, pledge or otherwise dispose of or encumber or authorize any of the foregoing actions with respect to: (A) any capital stock or other security of the Company or any of its Subsidiaries (except for shares of outstanding Company Common Stock issued upon the valid exercise of Company Options); (B) any option, warrant or right to acquire any capital stock or any other security; or (C) any instrument convertible into or exchangeable for any capital stock or other security of the Company or any of its Subsidiaries;

(iv) form any Subsidiary or acquire any equity interest or other interest in any other Entity or enter into a joint venture with any other Entity;

(v) (A) lend money to any Person, (B) incur or guarantee any indebtedness for borrowed money, other than in the Ordinary Course of Business, (C) guarantee any debt securities of others, or (D) make any capital expenditure or commitment in excess of $1,000,000;

(vi) other than in the Ordinary Course of Business: (A) adopt, establish or enter into any Company Employee Plan; (B) cause or permit any Company Employee Plan to be amended other than as required by law or in order to make amendments for the purposes of Section 409A of the Code; or (C) pay any bonus or make any profit-sharing or similar payment to, or increase the amount of the wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any of its directors, officers or employees;

(vii) enter into any material transaction outside the Ordinary Course of Business;

(viii) acquire any material asset or sell, lease or otherwise irrevocably dispose of any of its assets or properties, or grant any Encumbrance with respect to such assets or properties, except in the Ordinary Course of Business;

(ix) sell, assign, transfer, license, sublicense or otherwise dispose of any material Company IP Rights (other than pursuant to non-exclusive licenses in the Ordinary Course of Business);

(x) make, change or revoke any material Tax election; file any material amendment to any Tax Return or adopt or change any accounting method in respect of Taxes;

(xi) enter into, amend or terminate any Company Material Contract;

(xii) (A) materially change pricing or royalties or other payments set or charged by the Company or any of its Subsidiaries to its customers or licensees or (B) agree to

materially change pricing or royalties or other payments set or charged by persons who have licensed Intellectual Property to the Company or any of its Subsidiaries; or

(xiii) initiate or settle any Legal Proceeding or other claim or dispute involving or against the Company or any Subsidiary of the Company.

(xiv) agree, resolve or commit to do any of the foregoing.

Nothing contained in this Agreement shall give Meerkat, directly or indirectly, the right to control or direct the operations of the Company prior to the Effective Time. Prior to the Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete unilateral control and supervision over its business operations.

4.3 Access and Investigation . Subject to the terms of the Confidentiality Agreement, which the Parties agree will continue in full force following the date of this Agreement, during the Pre-Closing Period, upon reasonable notice, Meerkat, on the one hand, and the Company, on the other hand, shall and shall use commercially reasonable efforts to cause such Party's Representatives to: (a) provide the other Party and such other Party's Representatives with reasonable access during normal business hours to such Party's Representatives, personnel and assets and to all existing books, records, Tax Returns, work papers and other documents and information relating to such Party and its Subsidiaries; (b) provide the other Party and such other Party's Representatives with such copies of the existing books, records, Tax Returns, work papers, product data, and other documents and information relating to such Party and its Subsidiaries, and with such additional financial, operating and other data and information regarding such Party and its Subsidiaries as the other Party may reasonably request; and (c) permit the other Party's officers and other employees to meet, upon reasonable notice and during normal business hours, with the chief financial officer and other officers and managers of such Party responsible for such Party's financial statements and the internal controls of such Party to discuss such matters as the other Party may deem necessary. Any investigation conducted by either Meerkat or the Company pursuant to this Section 4.3 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the other Party.

Notwithstanding the foregoing, any Party may restrict the foregoing access to the extent that any Law applicable to such Party requires such Party to restrict or prohibit access to any such properties or information.

4.4 No Solicitation .

(a) Each of Meerkat and the Company agrees that, during the Pre-Closing Period, neither it nor any of its Subsidiaries shall, nor shall it or any of its Subsidiaries authorize any of its Representatives to, directly or indirectly: (i) solicit, initiate or knowingly encourage, induce or facilitate the communication, making, submission or announcement of any Acquisition Proposal or Acquisition Inquiry or take any action that could reasonably be expected to lead to an Acquisition Proposal or Acquisition Inquiry; (ii) furnish any non-public information regarding such Party to any Person in connection with or in response to an Acquisition Proposal or Acquisition Inquiry; (iii) engage in discussions or negotiations with any Person with respect to any Acquisition Proposal or Acquisition Inquiry; (iv) approve, endorse or recommend any

Acquisition Proposal (subject to Section 5.2 and Section 5.3); or (v) execute or enter into any letter of intent or similar document or any Contract contemplating or otherwise relating to any Acquisition Transaction; *provided* , *however* , that, notwithstanding anything contained in this Section 4.4 and subject to compliance with this Section 4.4 , prior to the approval of this Agreement by a Party's stockholders (*i.e.* , the Required Company Stockholder Vote, in the case of the Company and its Subsidiaries, or the Required Meerkat Stockholder Vote in the case of Meerkat), such Party may furnish non-public information regarding such Party and its Subsidiaries to, and enter into discussions or negotiations with, any Person in response to a bona fide written Acquisition Proposal by such Person which such Party's board of directors determines in good faith, after consultation with such Party's financial advisors and outside legal counsel, constitutes, or is reasonably likely to result in, a Superior Offer (and is not withdrawn) if: (A) neither such Party nor any Representative of such Party shall have breached this Section 4.4 in any material respect, (B) the board of directors of such Party concludes in good faith based on the advice of outside legal counsel, that the failure to take such action is reasonably likely to be inconsistent with the fiduciary duties of the board of directors of such Party under applicable Law; (C) at least two (2) Business Days prior to initially furnishing any such nonpublic information to, or entering into discussions with, such Person, such Party gives the other Party written notice of the identity of such Person and of such Party's intention to furnish nonpublic information to, or enter into discussions with, such Person; (D) such Party receives from such Person an executed confidentiality agreement containing provisions (including nondisclosure provisions, use restrictions, non-solicitation provisions, no hire and "standstill" provisions) at least as favorable to such Party as those contained in the Confidentiality Agreement; and (E) at least two (2) Business Days prior to furnishing any such nonpublic information to such Person, such Party furnishes such nonpublic information to the other Party (to the extent such information has not been previously furnished by such Party to the other Party). Without limiting the generality of the foregoing, each Party acknowledges and agrees that, in the event any Representative of such Party takes any action that, if taken by such Party, would constitute a breach of this Section 4.4 by such Party, the taking of such action by such Representative shall be deemed to constitute a breach of this Section 4.4 by such Party for purposes of this Agreement.

(b) If any Party or any Representative of such Party receives an Acquisition Proposal or Acquisition Inquiry at any time during the Pre-Closing Period, then such Party shall promptly (and in no event later than one Business Day after such Party becomes aware of such Acquisition Proposal or Acquisition Inquiry) advise the other Party orally and in writing of such Acquisition Proposal or Acquisition Inquiry (including the identity of the Person making or submitting such Acquisition Proposal or Acquisition Inquiry, and the terms thereof). Such Party shall keep the other Party reasonably informed with respect to the status and terms of any such Acquisition Proposal or Acquisition Inquiry and any material modification or material proposed modification thereto.

(c) Each Party shall immediately cease and cause to be terminated any existing discussions, negotiations and communications with any Person that relate to any Acquisition Proposal or Acquisition Inquiry as of the date of this Agreement and request the destruction or return of any nonpublic information provided to such Person.

4.5 Notification of Certain Matters . During the Pre-Closing Period, each of the Company, on the one hand, and Meerkat, on the other hand, shall promptly notify the other (and, if in writing, furnish copies of) if any of the following occurs: (a) any notice or other communication is received from any Person alleging that the Consent of such Person is or may be required in connection with any of the Contemplated Transactions; (b) any Legal Proceeding against or involving or otherwise affecting such Party or its Subsidiaries is commenced, or, to the Knowledge of such Party, threatened against such Party or, to the Knowledge of such Party, any director, officer or Key Employee of such Party; (c) such Party becomes aware of any inaccuracy in any representation or warranty made by such Party in this Agreement; or (d) the failure of such Party to comply with any covenant or obligation of such Party; in each case that could reasonably be expected to make the timely satisfaction of any of the conditions set forth in Sections 6 , 7 and 8 , as applicable, impossible or materially less likely. No notification given to a Party pursuant to this Section 4.5 shall change, limit or otherwise affect any of the representations, warranties, covenants or obligations of the Party providing such notification or any of such Party's Subsidiaries contained in this Agreement or the Company Disclosure Schedule or the Meerkat Disclosure Schedule, as appropriate, for purposes of Section 8.2 or Section 7.1 , as appropriate.

Section 5 Additional Agreements of the Parties

5.1 Registration Statement; Proxy Statement .

(a) As promptly as practicable after the date of this Agreement, and in any event no later than 45 days following the date of this Agreement, the Parties shall prepare, and Meerkat shall cause to be filed with the SEC, the Registration Statement, in which the Proxy Statement will be included as a prospectus. Meerkat covenants and agrees that the Proxy Statement (and the letter to stockholders, notice of meeting and form of proxy included therewith) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company covenants and agrees that the information supplied by the Company or its Subsidiaries to Meerkat for inclusion in the Proxy Statement (including the Company Financials) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make such information not misleading. Notwithstanding the foregoing, Meerkat makes no covenant, representation or warranty with respect to statements made in the Proxy Statement (and the letter to stockholders, notice of meeting and form of proxy included therewith), if any, based on information provided by the Company or its Subsidiaries or any of their Representatives for inclusion therein. Each of the Parties shall use commercially reasonable efforts to cause the Registration Statement and the Proxy Statement to comply with the applicable rules and regulations promulgated by the SEC, to respond promptly to any comments of the SEC or its staff and to have the Registration Statement declared effective under the Securities Act as promptly as practicable after it is filed with the SEC. Each of the Parties shall use commercially reasonable efforts to cause the Proxy Statement to be mailed to Meerkat's stockholders as promptly as practicable after the Registration Statement is declared effective under the Securities Act. Each Party shall promptly furnish to the other Party all information concerning such Party and such Party's Affiliates and such Party's stockholders that may be required or reasonably requested in connection with any action contemplated by this Section 5.1 .

If Meerkat, Merger Sub or the Company become aware of any event or information that, pursuant to the Securities Act or the Exchange Act, should be disclosed in an amendment or supplement to the Registration Statement or Proxy Statement, as the case may be, then such Party, as the case may be, shall promptly inform the other Parties thereof and shall cooperate with such other Parties in filing such amendment or supplement with the SEC and, if appropriate, in mailing such amendment or supplement to the Meerkat stockholders.

(b) Prior to the Effective Time, Meerkat shall use commercially reasonable efforts to obtain all regulatory approvals needed to ensure that the Meerkat Common Stock to be issued in the Merger (to the extent required) shall be registered or qualified or exempt from registration or qualification under the securities law of every jurisdiction of the United States in which any registered holder of Company Capital Stock has an address of record on the applicable record date for determining the holders of Company Capital Stock entitled to notice of and to vote pursuant to the Company Stockholder Written Consent; *provided* , *however* , that Meerkat shall not be required: (i) to qualify to do business as a foreign corporation in any jurisdiction in which it is not now qualified; or (ii) to file a general consent to service of process in any jurisdiction.

(c) The Company shall reasonably cooperate with Meerkat and provide, and require its Representatives to provide, Meerkat and its Representatives, with all true, correct and complete information regarding the Company or its Subsidiaries that is required by law to be included in the Registration Statement or reasonably requested by Meerkat to be included in the Registration Statement.

5.2 Company Stockholder Written Consent .

(a) Promptly after the Registration Statement shall have been declared effective under the Securities Act, and in any event no later than two (2) Business Days thereafter, the Company shall obtain the approval by written consent from Company stockholders sufficient for the Required Company Stockholder Vote in lieu of a meeting pursuant to Section 228 of the DGCL, for purposes of (i) adopting and approving this Agreement and the Contemplated Transactions, (ii) acknowledging that the approval given thereby is irrevocable and that such stockholder is aware of its rights to demand appraisal for its shares pursuant to Section 262 of the DGCL, a copy of which will be attached thereto, and that such stockholder has received and read a copy of Section 262 of the DGCL, and (iii) acknowledging that by its approval of the Merger it is not entitled to appraisal rights with respect to its shares in connection with the Merger and thereby waives any rights to receive payment of the fair value of its capital stock under the DGCL. Under no circumstances shall the Company assert that any other approval or consent is necessary by its stockholders to approve this Agreement and the Contemplated Transactions.

(b) Reasonably promptly following receipt of the Required Company Stockholder Vote, the Company shall prepare and mail a notice (the " ***Stockholder Notice*** ") to every stockholder of the Company that did not execute the Company Stockholder Written Consent. The Stockholder Notice shall (i) be a statement to the effect that the Company Board determined that the Merger is advisable in accordance with Section 251(b) of the DGCL and in the best interests of the stockholders of the Company and approved and adopted this Agreement,

the Merger and the other Contemplated Transactions, (ii) provide the stockholders of the Company to whom it is sent with notice of the actions taken in the Company Stockholder Written Consent, including the adoption and approval of this Agreement, the Merger and the other Contemplated Transactions in accordance with Section 228(e) of the DGCL and the certificate of incorporation and bylaws of the Company and (iii) include a description of the appraisal rights of the Company's stockholders available under the DGCL, along with such other information as is required thereunder and pursuant to applicable Law. All materials (including any amendments thereto) submitted to the stockholders of the Company in accordance with this Section 5.2(b) shall be subject to Meerkat's advance review and reasonable approval.

(c) The Company agrees that, subject to Section 5.2(d): (i) the Company Board shall recommend that the Company's stockholders vote to adopt and approve this Agreement and the Contemplated Transactions and shall use commercially reasonable efforts to solicit such approval within the time set forth in Section 5.2(a) (the recommendation of the Company Board that the Company's stockholders vote to adopt and approve this Agreement being referred to as the "***Company Board Recommendation***"); and (ii) the Company Board Recommendation shall not be withdrawn or modified (and the Company Board shall not publicly propose to withdraw or modify the Company Board Recommendation) in a manner adverse to Meerkat, and no resolution by the Company Board or any committee thereof to withdraw or modify the Company Board Recommendation in a manner adverse to Meerkat or to adopt, approve or recommend (or publicly propose to adopt, approve or recommend) any Acquisition Proposal shall be adopted or proposed.

(d) Notwithstanding anything to the contrary contained in Section 5.2(c), and subject to compliance with Section 4.4 and Section 5.2, if at any time prior to approval and adoption of this Agreement by the Required Company Stockholder Vote, (i) the Company receives a bona fide written Superior Offer or (ii) as a result of a material development or change in circumstances (other than any such event, development or change to the extent related to (A) any Acquisition Proposal, Acquisition Inquiry or the consequences thereof or (B) the fact, in and of itself, that the Company meets or exceeds internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations) that affects the business, assets or operations of the Company that occurs or arises after the date of this Agreement (a "***Company Intervening Event***"), the Company Board may withhold, amend, withdraw or modify the Company Board Recommendation (or publicly propose to withhold, amend, withdraw or modify the Company Board Recommendation) in a manner adverse to Meerkat (collectively, a "***Company Board Adverse Recommendation Change***") if, but only if:

(i) in the case of a Superior Offer, (1) the Company Board determines in good faith, based on the advice of its outside legal counsel, that the failure to withhold, amend, withdraw or modify such recommendation would be reasonably likely to be inconsistent with its fiduciary duties under applicable Law, (2) the Company has, and has caused its financial advisors and outside legal counsel to, during the Notice Period (as defined below), negotiate with Meerkat in good faith to make such adjustments to the terms and conditions of this Agreement so that such Acquisition Proposal ceases to constitute a Superior Offer, and (3) if after Meerkat shall have delivered to the Company a written offer to alter the terms or conditions of this Agreement during the Notice Period, the Company Board shall have determined in good faith, based on the advice of its outside legal counsel, that the failure to withhold, amend, withdraw or

modify the Company Board Recommendation would result in a breach of its fiduciary duties under applicable Law (after taking into account such alterations of the terms and conditions of this Agreement); *provided* that (x) Meerkat receives written notice from the Company confirming that the Company Board has determined to change its recommendation at least four Business Days in advance of the Company Board Adverse Recommendation Change (the " ***Notice Period*** "), which notice shall include a description in reasonable detail of the reasons for such Company Board Adverse Recommendation Change, and written copies of any relevant proposed transaction agreements with any party making a potential Superior Offer; (y) during any Notice Period, Meerkat shall be entitled to deliver to the Company one or more counterproposals to such Acquisition Proposal and the Company will, and cause its Representatives to, negotiate with Meerkat in good faith (to the extent Meerkat desires to negotiate) to make such adjustments in the terms and conditions of this Agreement so that the applicable Acquisition Proposal ceases to constitute a Superior Offer; and (z) in the event of any material amendment to any Superior Offer (including any revision in the amount, form or mix of consideration the Company's stockholders would receive as a result of such potential Superior Offer), the Company shall be required to provide Meerkat with notice of such material amendment and the Notice Period shall be extended, if applicable, to ensure that at least two (2) Business Days remain in the Notice Period following such notification during which the parties shall comply again with the requirements of this Section 5.2(d) and the Company Board shall not make a Company Board Adverse Recommendation Change prior to the end of such Notice Period as so extended (it being understood that there may be multiple extensions); or

(ii) in the case of a Company Intervening Event, the Company promptly notifies Meerkat, in writing, within the Notice Period before making a Company Board Adverse Recommendation Change, which notice shall state expressly the material facts and circumstances related to the applicable Company Intervening Event and that the Company Board intends to make a Company Board Adverse Recommendation Change.

(e) The Company's obligation to solicit the consent of its stockholders to sign the Company Stockholder Written Consent in accordance with Section 5.2(a) shall not be limited or otherwise affected by the commencement, disclosure, announcement or submission of any Superior Offer or other Acquisition Proposal, or by any Company Board Adverse Recommendation Change.

5.3 Meerkat Stockholders' Meeting .

(a) Meerkat shall take all action necessary under applicable Law to call, give notice of and hold a meeting of the holders of Meerkat Common Stock to consider and vote to approve this Agreement and the Contemplated Transactions, including the issuance of the shares of Meerkat Common Stock to the stockholders of the Company pursuant to the terms of this Agreement and, if deemed necessary by the Parties, an amendment to Meerkat's certificate of incorporation to effect the Meerkat Reverse Stock Split (collectively, the " ***Meerkat Stockholder Matters*** " and such meeting, the " ***Meerkat Stockholders' Meeting*** "). The Meerkat Stockholders' Meeting shall be held as promptly as practicable after the Registration Statement is declared effective under the Securities Act, and in any event no later than forty-five (45) days after the effective date of the Registration Statement. Meerkat shall take reasonable measures to ensure

that all proxies solicited in connection with the Meerkat Stockholders' Meeting are solicited in compliance with all applicable Law.

(b) Meerkat agrees that, subject to Section 5.3(c): (i) the Meerkat Board shall recommend that the holders of Meerkat Common Stock vote to approve the Meerkat Stockholder Matters and shall use commercially reasonable efforts to solicit such approval within the timeframe set forth in Section 5.3(a) above, (ii) the Proxy Statement shall include a statement to the effect that the Meerkat Board recommends that Meerkat's stockholders vote to approve the Meerkat Stockholder Matters (the recommendation of the Meerkat Board being referred to as the "***Meerkat Board Recommendation***"); and (iii) the Meerkat Board Recommendation shall not be withheld, amended, withdrawn or modified (and the Meerkat Board shall not publicly propose to withhold, amend, withdraw or modify the Meerkat Board Recommendation) in a manner adverse to the Company, and no resolution by the Meerkat Board or any committee thereof to withdraw or modify the Meerkat Board Recommendation in a manner adverse to the Company or to adopt, approve or recommend (or publicly propose to adopt, approve or recommend) any Acquisition Proposal shall be adopted or proposed (the actions set forth in the foregoing clause (iii), collectively, a "***Meerkat Board Adverse Recommendation Change***").

(c) Notwithstanding anything to the contrary contained in Section 5.3(b), and subject to compliance with Section 4.4 and Section 5.3, if at any time prior to approval of the Meerkat Stockholder Matters by the Required Meerkat Stockholder Vote, (i) Meerkat receives a bona fide written Superior Offer or (ii) as a result of a material development or change in circumstances (other than any such event, development or change to the extent related to (A) any Acquisition Proposal, Acquisition Inquiry or the consequences thereof or (B) the fact, in and of itself, that Meerkat meets or exceeds internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations) that affects the business, assets or operations of Meerkat that occurs or arises after the date of this Agreement (a "***Meerkat Intervening Event***"), the Meerkat Board may make a Meerkat Board Adverse Recommendation Change if, but only if:

(i) in the case of a Superior Offer, (1) the Meerkat Board determines in good faith, based on the advice of its outside legal counsel, that the failure to make a Meerkat Board Adverse Recommendation Change would be reasonably likely to be inconsistent with its fiduciary duties under applicable Law, (2) Meerkat has, and has caused its financial advisors and outside legal counsel to, during the Notice Period, negotiate with the Company in good faith to make such adjustments to the terms and conditions of this Agreement so that such Acquisition Proposal ceases to constitute a Superior Offer, and (3) if after the Company shall have delivered to Meerkat a written offer to alter the terms or conditions of this Agreement during the Notice Period, the Meerkat Board shall have determined in good faith, based on the advice of its outside legal counsel, that the failure to withhold, amend, withdraw or modify the Meerkat Board Recommendation would result in a breach of its fiduciary duties under applicable Law (after taking into account such alterations of the terms and conditions of this Agreement); *provided* that (x) the Company receives written notice from Meerkat confirming that the Meerkat Board has determined to change its recommendation during the Notice Period, which notice shall include a description in reasonable detail of the reasons for such Meerkat Board Adverse Recommendation Change, and written copies of any relevant proposed transaction agreements with any party making a potential Superior Offer; (y) during any Notice Period, the Company shall be entitled

to deliver to Meerkat one or more counterproposals to such Acquisition Proposal and Meerkat will, and cause its Representatives to, negotiate with the Company in good faith (to the extent the Company desires to negotiate) to make such adjustments in the terms and conditions of this Agreement so that the applicable Acquisition Proposal ceases to constitute a Superior Offer; and (z) in the event of any material amendment to any Superior Offer (including any revision in price or percentage of the combined company that Meerkat's stockholders would receive as a result of such potential Superior Offer), Meerkat shall be required to provide the Company with notice of such material amendment and the Notice Period shall be extended, if applicable, to ensure that at least two (2) Business Days remain in the Notice Period following such notification during which the parties shall comply again with the requirements of this Section 5.3(c) and the Meerkat Board shall not make a Meerkat Board Adverse Recommendation Change prior to the end of such Notice Period as so extended (it being understood that there may be multiple extensions); or

(ii) in the case of a Meerkat Intervening Event, Meerkat promptly notifies the Company, in writing, within the Notice Period before making a Meerkat Board Adverse Recommendation Change, which notice shall state expressly the material facts and circumstances related to the applicable Meerkat Intervening Event and that the Meerkat Board intends to make a Meerkat Board Adverse Recommendation Change.

(d) Meerkat's obligation to call, give notice of and hold the Meerkat Stockholders' Meeting in accordance with Section 5.3(a) shall not be limited or otherwise affected by the commencement, disclosure, announcement or submission of any Superior Offer or Acquisition Proposal, or by any withdrawal or modification of the Meerkat Board Recommendation.

(e) Nothing contained in this Agreement shall prohibit Meerkat or the Meerkat Board from complying with Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act; *provided however* , that any disclosure made by Meerkat or the Meerkat Board pursuant to Rules 14d-9 and 14e-2(a) shall be limited to a statement that Meerkat is unable to take a position with respect to the bidder's tender offer unless the Meerkat Board determines in good faith, after consultation with its outside legal counsel, that such statement would result in a breach of its fiduciary duties under applicable Law. Meerkat shall not withdraw or modify in a manner adverse to the Company the Meerkat Board Recommendation unless specifically permitted pursuant to the terms of Section 5.3(c).

5.4 Regulatory Approvals . Each Party shall use commercially reasonable efforts to file or otherwise submit, as soon as practicable after the date of this Agreement, all applications, notices, reports and other documents reasonably required to be filed by such Party with or otherwise submitted by such Party to any Governmental Body with respect to the Contemplated Transactions, and to submit promptly any additional information requested by any such Governmental Body. Without limiting the generality of the foregoing, the Parties shall, promptly after the date of this Agreement, prepare and file, if any, (a) the notification and report forms required to be filed under the HSR Act and (b) any notification or other document required to be filed in connection with the Merger under any applicable foreign Law relating to antitrust or competition matters. The Company and Meerkat shall respond as promptly as is practicable to respond in compliance with: (i) any inquiries or requests received from the Federal Trade Commission or the Department of Justice for additional information or documentation; and (ii)

any inquiries or requests received from any state attorney general, foreign antitrust or competition authority or other Governmental Body in connection with antitrust or competition matters.

5.5 Company Options .

(a) Subject to Section 5.5(c) , at the Effective Time, each Company Option that is outstanding and unexercised immediately prior to the Effective Time under the Company Plan, whether or not vested, shall be converted into and become an option to purchase Meerkat Common Stock, and Meerkat shall assume the Company Plan and each such Company Option in accordance with the terms (as in effect as of the date of this Agreement) of the Company Plan and the terms of the stock option agreement by which such Company Option is evidenced. Any Company Options not issued under the Company Plan shall be cancelled immediately prior to the Effective Time. All rights with respect to Company Common Stock under Company Options assumed by Meerkat shall thereupon be converted into rights with respect to Meerkat Common Stock. Accordingly, from and after the Effective Time: (i) each Company Option assumed by Meerkat may be exercised solely for shares of Meerkat Common Stock; (ii) the number of shares of Meerkat Common Stock subject to each Company Option assumed by Meerkat shall be determined by multiplying (A) the number of shares of Company Common Stock that were subject to such Company Option, as in effect immediately prior to the Effective Time, by (B) the Exchange Ratio, and rounding the resulting number down to the nearest whole number of shares of Meerkat Common Stock; (iii) the per share exercise price for the Meerkat Common Stock issuable upon exercise of each Company Option assumed by Meerkat shall be determined by dividing (A) the per share exercise price of Company Common Stock subject to such Company Option, as in effect immediately prior to the Effective Time, by (B) the Exchange Ratio and rounding the resulting exercise price up to the nearest whole cent; and (iv) any restriction on the exercise of any Company Option assumed by Meerkat shall continue in full force and effect and the term, exercisability, vesting schedule and other provisions of such Company Option shall otherwise remain unchanged; *provided, however* , that: (A) to the extent provided under the terms of a Company Option, such Company Option assumed by Meerkat in accordance with this Section 5.5(a) shall, in accordance with its terms, be subject to further adjustment as appropriate to reflect any stock split, division or subdivision of shares, stock dividend, reverse stock split, consolidation of shares, reclassification, recapitalization or other similar transaction with respect to Meerkat Common Stock subsequent to the Effective Time; and (B) the Meerkat Board or a committee thereof shall succeed to the authority and responsibility of the Company Board or any committee thereof with respect to each Company Option assumed by Meerkat. Notwithstanding anything to the contrary in this Section 5.5(a) , the conversion of each Company Option (regardless of whether such option qualifies as an "incentive stock option" within the meaning of Section 422 of the Code) into an option to purchase shares of Meerkat Common Stock shall be made in a manner consistent with Treasury Regulation Section 1.424-1, such that the conversion of a Company Option shall not constitute a "modification" of such Company Option for purposes of Section 409A or Section 424 of the Code.

(b) Meerkat shall file with the SEC, promptly after the Effective Time, a registration statement on Form S-8 relating to the shares of Meerkat Common Stock issuable with respect to Company Options assumed by Meerkat in accordance with Section 5.5(a) .

(c) Prior to the Effective Time, the Company shall take all actions that may be necessary (under the Company Plan and otherwise) to effectuate the provisions of this Section 5.5 and to ensure that, from and after the Effective Time, holders of Company Options have no rights with respect thereto other than those specifically provided in this Section 5.5 .

5.6 Meerkat Options .

(a) Prior to the Closing, the Meerkat Board shall have adopted appropriate resolutions and taken all other actions necessary and appropriate to provide that each unexpired and unexercised Meerkat Option, whether vested or unvested, shall be accelerated in full effective as of immediately prior to the Effective Time. Effective as of the Effective Time, each outstanding and unexercised Meerkat Option having an exercise price per share less than the Meerkat Closing Price shall be automatically exercised in full and, in exchange therefor, each former holder of any such automatically exercised Meerkat Option shall be entitled to receive a number of shares of Meerkat Common Stock calculated by dividing (a) the product of (i) the total number of shares of Meerkat Common Stock previously subject to such Meerkat Option, and (ii) the excess of the Meerkat Closing Price over the exercise price per share of the Meerkat Common Stock previously subject to such Meerkat Option by (b) the Meerkat Closing Price. Notwithstanding anything herein to the contrary, the tax withholding obligations for each holder receiving shares of Meerkat Common Stock in accordance with the preceding sentence shall be satisfied by Meerkat withholding from issuance that number of shares of Meerkat Common Stock calculated by multiplying the maximum statutory withholding rate for such holder in connection with such issuance by the number of shares of Meerkat Common Stock to be issued in accordance with the preceding sentence, and rounding up to the nearest whole share. Each outstanding and unexercised Meerkat Option that has an exercise price equal to or greater than the Meerkat Closing Price shall be terminated and cease to exist as of immediately prior to the Effective Time for no consideration.

(b) Prior to the Effective Time, Meerkat shall take all actions that may be necessary (under the Meerkat Stock Plans and otherwise) to effectuate the provisions of this Section 5.6 and to ensure that, from and after the Effective Time, holders of Meerkat Options have no rights with respect thereto other than those specifically provided in this Section 5.6.

5.7 Employee Benefits . Meerkat and the Company shall cause Meerkat to comply with the terms of any employment, severance, retention, change of control, or similar agreement specified on Section 3.17(c) of the Meerkat Disclosure Schedule, subject to the provisions of such agreements.

5.8 Indemnification of Officers and Directors .

(a) From the Effective Time through the sixth anniversary of the date on which the Effective Time occurs, each of Meerkat and the Surviving Corporation shall indemnify and hold harmless each person who is now, or has been at any time prior to the date hereof, or who becomes prior to the Effective Time, a director or officer of Meerkat or the Company, respectively (the " ***D&O Indemnified Parties*** "), against all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and

disbursements (collectively, " ***Costs*** "), incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the D&O Indemnified Party is or was a director or officer of Meerkat or of the Company, whether asserted or claimed prior to, at or after the Effective Time, in each case, to the fullest extent permitted under the DGCL for directors or officers of Delaware corporations. Each D&O Indemnified Party will be entitled to advancement of expenses incurred in the defense of any such claim, action, suit, proceeding or investigation from each of Meerkat and the Surviving Corporation, jointly and severally, upon receipt by Meerkat or the Surviving Corporation from the D&O Indemnified Party of a request therefor; *provided* that any such person to whom expenses are advanced provides an undertaking to Meerkat, to the extent then required by the DGCL, to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

(b) The provisions of the certificate of incorporation and bylaws of Meerkat with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of Meerkat that are presently set forth in the certificate of incorporation and bylaws of Meerkat shall not be amended, modified or repealed for a period of six years from the Effective Time in a manner that would adversely affect the rights thereunder of individuals who, at or prior to the Effective Time, were officers or directors of Meerkat, unless such modification is required by applicable Law. The certificate of incorporation and bylaws of the Surviving Corporation shall contain, and Meerkat shall cause the certificate of incorporation and bylaws of the Surviving Corporation to so contain, provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers as those presently set forth in the certificate of incorporation and bylaws of Meerkat.

(c) From and after the Effective Time, (i) the Surviving Corporation shall fulfill and honor in all respects the obligations of the Company to its D&O Indemnified Parties as of immediately prior to the Closing pursuant to any indemnification provisions under the Company's Organizational Documents and pursuant to any indemnification agreements between the Company and such D&O Indemnified Parties, with respect to claims arising out of matters occurring at or prior to the Effective Time and (ii) Meerkat shall fulfill and honor in all respects the obligations of Meerkat to its D&O Indemnified Parties as of immediately prior to the Closing pursuant to any indemnification provisions under Meerkat's Organizational Documents and pursuant to any indemnification agreements between Meerkat and such D&O Indemnified Parties, with respect to claims arising out of matters occurring at or prior to the Effective Time.

(d) From and after the Effective Time, Meerkat shall maintain directors' and officers' liability insurance policies, with an effective date as of the Closing Date, on commercially available terms and conditions and with coverage limits customary for U.S. public companies similarly situated to Meerkat. In addition, Meerkat shall purchase, prior to the Effective Time, a six-year prepaid "D&O tail policy" for the non-cancellable extension of the directors' and officers' liability coverage of Meerkat's existing directors' and officers' insurance policies and Meerkat's existing fiduciary liability insurance policies, in each case, for a claims reporting or discovery period of at least six years from and after the Effective Time with respect to any wrongful act related to any period of time at or prior to the Effective Time with terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under Meerkat's existing policies as of the date of this Agreement with respect to any actual or

alleged error, misstatement, misleading statement, act, omission, neglect, breach of duty or any matter claimed against a director or officer of Meerkat by reason of him or her serving in such capacity that existed or occurred at or prior to the Effective Time (including in connection with this Agreement or the Contemplated Transactions or in connection with Meerkat's initial public offering of shares of Meerkat Common Stock). Additionally, Meerkat shall allow the Company to add itself and its Subsidiaries as additional insureds solely in their capacity as Meerkat's successors in interest on the D&O tail policy on Meerkat's behalf.

(e) From and after the Effective Time, Meerkat shall pay all expenses, including reasonable attorneys' fees, that are incurred by the persons referred to in this Section 5.8 in connection with their enforcement of the rights provided to such persons in this Section 5.8 .

(f) The provisions of this Section 5.8 are intended to be in addition to the rights otherwise available to the current and former officers and directors of Meerkat and the Company by law, charter, statute, bylaw or agreement, and shall operate for the benefit of, and shall be enforceable by, each of the D&O Indemnified Parties, their heirs and their representatives.

(g) In the event Meerkat or the Surviving Corporation or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Meerkat or the Surviving Corporation, as the case may be, shall succeed to the obligations set forth in this Section 5.8 . Meerkat shall cause the Surviving Corporation to perform all of the obligations of the Surviving Corporation under this Section 5.8 .

(h) Meerkat shall purchase, prior to the Effective Time, a six-year prepaid "Clinical Trial tail policy" for the non-cancellable extension of Meerkat's existing U.S. clinical trial insurance policies and shall use commercially reasonable efforts to purchase a six-year prepaid "Clinical Trial tail policy" for the non-cancellable extension of Meerkat's existing clinical trial insurance policies in jurisdictions other than the U.S. where Meerkat has conducted clinical trials and where such coverage is available by Law and on commercially reasonable terms, in each case, for a claims reporting or discovery period of at least six years from and after the Effective Time with respect to any claim related to any period of time at or prior to the Effective Time with terms, conditions, retentions and limits of liability that are no less favorable than the coverage provided under Meerkat's existing policies as of the date of this Agreement; provided, that Meerkat shall not be required to pay an annual premium for any such extension of such policy in any given jurisdiction in excess of 200% of the last annual premium paid for such policy prior to the date of this Agreement.

5.9 Additional Agreements . The Parties shall use commercially reasonable efforts to cause to be taken all actions necessary to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, each Party to this Agreement: (a) shall make all filings and other submissions (if any) and give all notices (if any) required to be made and given by such Party in connection with the Contemplated Transactions; (b) shall use commercially

reasonable efforts to obtain each Consent (if any) reasonably required to be obtained (pursuant to any applicable Law or Contract, or otherwise) by such Party in connection with the Contemplated Transactions or for such Contract to remain in full force and effect; (c) shall use commercially reasonable efforts to lift any injunction prohibiting, or any other legal bar to, the Contemplated Transactions; and (d) shall use commercially reasonable efforts to satisfy the conditions precedent to the consummation of this Agreement.

5.10 Disclosure . Without limiting any Party's obligations under the Confidentiality Agreement, no Party shall, and no Party shall permit any of its Subsidiaries or any Representative of such Party to, issue any press release or make any disclosure (to any customers or employees of such Party, to the public or otherwise) regarding the Contemplated Transactions unless: (a) the other Party shall have approved such press release or disclosure in writing, such approval not to be unreasonably conditioned, withheld or delayed; or (b) such Party shall have determined in good faith, upon the advice of outside legal counsel, that such disclosure is required by applicable Law and, to the extent practicable, before such press release or disclosure is issued or made, such Party advises the other Party of, and consults with the other Party regarding, the text of such press release or disclosure; *provided* , *however* , that each of the Company and Meerkat may make any public statement in response to specific questions by the press, analysts, investors or those attending industry conferences or financial analyst conference calls, so long as any such statements are consistent with previous press releases, public disclosures or public statements made by the Company or Meerkat in compliance with this Section 5.10 .

5.11 Listing . Meerkat shall use its commercially reasonable efforts: (a) to maintain its existing listing on the NASDAQ Global Market until the Closing Date and to obtain approval of the listing of the combined company on the NASDAQ Global Market; (b) without derogating from the generality of the requirements of clause "(a)" and to the extent required by the rules and regulations of NASDAQ, to (i) prepare and submit to NASDAQ a notification form for the listing of the shares of Meerkat Common Stock to be issued in connection with the Contemplated Transactions and (ii) to cause such shares to be approved for listing (subject to official notice of issuance); and (c) to the extent required by Nasdaq Marketplace Rule 5110, to file an initial listing application for the Meerkat Common Stock on NASDAQ (the " ***Nasdaq Listing Application*** ") and to cause such Nasdaq Listing Application to be conditionally approved prior to the Effective Time. The Company will cooperate with Meerkat as reasonably requested by Meerkat with respect to the Nasdaq Listing Application and promptly furnish to Meerkat all information concerning the Company and its stockholders that may be required or reasonably requested in connection with any action contemplated by this Section 5.11 .

5.12 Tax Matters . The Parties shall use their respective commercially reasonable efforts to cause the Merger to qualify, and will not take any action or cause any action to be taken which action would reasonably be expected to prevent the Merger from qualifying, as a reorganization within the meaning of Section 368(a) of the Code. The Parties shall not file any U.S. federal, state or local Tax Return in a manner that is inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a) of the Code for U.S. federal, state and other relevant Tax purposes, unless otherwise required by applicable Law.

5.13 **Legends** . Meerkat shall be entitled to place appropriate legends on the book entries and/or certificates evidencing any shares of Meerkat Common Stock to be received in the Merger by equityholders of the Company who may be considered "affiliates" of Meerkat for purposes of Rules 144 and 145 under the Securities Act reflecting the restrictions set forth in Rules 144 and 145 and to issue appropriate stop transfer instructions to the transfer agent for Meerkat Common Stock.

5.14 [Reserved]

5.15 **Directors and Officers** . Until successors are duly elected or appointed and qualified in accordance with applicable Law, the Parties shall use reasonable best efforts and take all necessary action so that the Persons listed in Schedule 5.15 are elected or appointed, as applicable, to the positions of officers and directors of Meerkat and the Surviving Corporation, as set forth therein, to serve in such positions effective as of the Effective Time. If any Person listed in Schedule 5.15 is unable or unwilling to serve as officer or director of Meerkat or the Surviving Corporation, as set forth therein, the Party appointing such Person (as set forth on Schedule 5.15) shall designate a successor.

5.16 **[** Reserved]

5.17 **Corporate Identity** . Meerkat shall submit to its stockholders at the Meerkat Stockholders' Meeting a proposal to approve and adopt an amendment to Meerkat's certificate of incorporation to change the name of Meerkat to "Synlogic, Inc.", contingent upon the Effective Time.

5.18 **Section 16 Matters** . Prior to the Effective Time, Meerkat shall take all such steps as may be required to cause any acquisitions of Meerkat Common Stock and any options to purchase Meerkat Common Stock in connection with the Contemplated Transactions, by each individual who is reasonably expected to become subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Meerkat, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

5.19 **Cooperation** . Each Party shall cooperate reasonably with the other Party and shall provide the other Party with such assistance as may be reasonably requested for the purpose of facilitating the performance by each Party of its respective obligations under this Agreement and to enable the combined entity to continue to meet its obligations following the Effective Time.

5.20 **Allocation Certificate** . The Company will prepare and deliver to Meerkat at least two Business Days prior to the Closing Date a certificate signed by the Chief Financial Officer of the Company in a form reasonably acceptable to Meerkat setting forth (as of immediately prior to the Effective Time) (a) each holder of Company Capital Stock or Company Options, (b) such holder's name and address; (c) the number and type of Company Capital Stock held and/or underlying the Company Options as of the Closing Date for each such holder; and (d) the number of shares of Meerkat Common Stock to be issued to such holder, or to underlie any Meerkat Option to be issued to such holder, pursuant to this Agreement in respect of the

Company Capital Stock or Company Options held by such holder as of immediately prior to the Effective Time (the " ***Allocation Certificate*** ").

5.21 Company Financial Statements . As promptly as reasonably practicable following the date of this Agreement (and in any event within thirty (30) days following the date of this Agreement with respect to the Company Audited Financial Statements), the Company will cause its independent auditors to furnish (i) audited financial statements for the fiscal year ended December 31, 2016, and December 31, 2015, for inclusion in the Proxy Statement and the Registration Statement (the " ***Company Audited Financial Statements*** ") and (ii) unaudited interim financial statements for each interim period completed prior to Closing that would be required to be included in the Registration Statement or any periodic report due prior to the Closing if the Company were subject to the periodic reporting requirements under the Securities Act or the Exchange Act (the " ***Company Interim Financial Statements*** "). Each of the Company Audited Financial Statements and the Company Interim Financial Statements will be suitable for inclusion in the Proxy Statement and the Registration Statement and prepared in accordance with GAAP as applied on a consistent basis during the periods involved (except in each case as described in the notes thereto) and on that basis will present fairly, in all material respects, the financial position and the results of operations, changes in stockholders' equity, and cash flows of the Company as of the dates of and for the periods referred to in the Company Audited Financial Statements or the Company Interim Financial Statements, as the case may be.

5.22 Meerkat Reverse Stock Split . If deemed necessary by the Parties, Meerkat shall submit to Meerkat's stockholders at the Meerkat Stockholders' Meeting an amendment to Meerkat's certificate of incorporation to authorize the Meerkat Board to effect a reverse stock split of all outstanding shares of Meerkat Common Stock at a reverse stock split ratio mutually agreed to by the Company and Meerkat (the " ***Meerkat Reverse Stock Split*** "), and shall take such other actions as shall be reasonably necessary to effectuate the Meerkat Reverse Stock Split.

5.23 Termination of Contracts . Meerkat agrees to use commercially reasonable efforts to (a) terminate, assign or fully perform all Meerkat Contracts (other than the Meerkat Contracts listed on Schedule 5.23 or any other Meerkat Contract that Meerkat and the Company agree shall not be subject to this Section 5.23) and (b) fully satisfy, waive or otherwise discharge all obligations of Meerkat under all Meerkat Contracts (other than the Meerkat Contracts listed on Schedule 5.23 or any other Meerkat Contract that Meerkat and the Company agree shall not be subject to this Section 5.23), in each case prior to the Closing.

Section 6 Conditions Precedent to Obligations of Each Party

The obligations of each Party to effect the Merger and otherwise consummate the Contemplated Transactions to be consummated at the Closing are subject to the satisfaction or, to the extent permitted by applicable law, the written waiver by each of the Parties, at or prior to the Closing, of each of the following conditions:

6.1 Effectiveness of Registration Statement . The Registration Statement shall have become effective in accordance with the provisions of the Securities Act, and shall not be subject to any stop order or proceeding (or threatened proceeding by the SEC) seeking a stop order with respect to the Registration Statement.

6.2 **No Restraints** . No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Contemplated Transactions shall have been issued by any court of competent jurisdiction or other Governmental Body of competent jurisdiction and remain in effect and there shall not be any Law which has the effect of making the consummation of the Contemplated Transactions illegal.

6.3 **Stockholder Approval** . (a) Meerkat shall have obtained the Required Meerkat Stockholder Vote and (b) the Company shall have obtained the Required Company Stockholder Vote.

6.4 **Listing** . The existing shares of Meerkat Common Stock shall have been continually listed on the NASDAQ Global Market as of and from the date of this Agreement through the Closing Date, the approval of the listing of the additional shares of Meerkat Common Stock on the NASDAQ Global Market shall have been obtained and the shares of Meerkat Common Stock to be issued in the Merger pursuant to this Agreement shall have been approved for listing (subject to official notice of issuance) on the NASDAQ Global Market or such other NASDAQ market on which shares of Meerkat Common Stock are then listed.

6.5 **Regulatory Matters** . Any waiting period applicable to the consummation of the Merger under the HSR Act shall have expired or been terminated.

6.6 **No Governmental Proceedings Relating to Contemplated Transactions or Right to Operate Business** . There shall not be any Legal Proceeding pending, or overtly threatened in writing by an official of a Governmental Body in which such Governmental Body indicates that it intends to conduct any Legal Proceeding: (a) challenging or seeking to restrain or prohibit the consummation of the Merger; (b) relating to the Merger and seeking to obtain from Meerkat, Merger Sub or the Company any damages or other relief that may be material to Meerkat or the Company; (c) seeking to prohibit or limit in any material and adverse respect a Party's ability to vote, transfer, receive dividends with respect to or otherwise exercise ownership rights with respect to the stock of Meerkat; (d) that would materially and adversely affect the right or ability of Meerkat or the Company to own the assets or operate the business of Meerkat or the Company; or (e) seeking to compel Meerkat, the Company or any Subsidiary of the Company to dispose of or hold separate any material assets as a result of the Merger.

Section 7 **Additional Conditions Precedent to Obligations of Meerkat and Merger Sub**

The obligations of Meerkat and Merger Sub to effect the Merger and otherwise consummate the transactions to be consummated at the Closing are subject to the satisfaction or the written waiver by Meerkat, at or prior to the Closing, of each of the following conditions:

7.1 **Accuracy of Representations** . The Company Fundamental Representations shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of such date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date). The Company Capitalization Representations shall have been true and correct in all

respects as of the date of this Agreement and shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of such date, except, in each case, (x) for such inaccuracies which are *de minimis* , individually or in the aggregate or (y) for those representations and warranties which address matters only as of a particular date (which representations and warranties shall have been true and correct, subject to the qualifications as set forth in the preceding clause (x), as of such particular date). The representations and warranties of the Company contained in this Agreement (other than the Company Fundamental Representations and the Company Capitalization Representations) shall have been true and correct as of the date of this Agreement and shall be true and correct on and as of the Closing Date with the same force and effect as if made on the Closing Date except (a) in each case, or in the aggregate, where the failure to be so true and correct would not reasonably be expected to have a Company Material Adverse Effect (without giving effect to any references therein to any Company Material Adverse Effect or other materiality qualifications), or (b) for those representations and warranties which address matters only as of a particular date (which representations shall have been true and correct, subject to the qualifications as set forth in the preceding clause (a), as of such particular date) (it being understood that, for purposes of determining the accuracy of such representations and warranties, any update of or modification to the Company Disclosure Schedule made or purported to have been made after the date of this Agreement shall be disregarded).

7.2 Performance of Covenants . The Company shall have performed or complied with in all material respects all agreements and covenants required to be performed or complied with by it under this Agreement at or prior to the Effective Time.

7.3 Closing Certificate . Meerkat shall have received a certificate executed by the Chief Executive Officer or Chief Financial Officer of the Company certifying (a) that the conditions set forth in Sections 7.1 , 7.2 , and 7.6 have been duly satisfied and (b) that the information set forth in the Allocation Certificate delivered by the Company in accordance with Section 5.20 is true and accurate in all respects as of the Closing Date.

7.4 [Reserved].

7.5 FIRPTA Certificate . Meerkat shall have received from the Company a form of notice to the IRS in accordance with the requirements of Treasury Regulation Section 1.897-2(h) and in form and substance reasonably acceptable to Meerkat.

7.6 No Company Material Adverse Effect . Since the date of this Agreement, there shall not have occurred any Company Material Adverse Effect.

7.7 Other Deliveries . Meerkat shall have received: (a) certificates of good standing of the Company in its jurisdiction of organization and the various foreign jurisdictions in which it is qualified, (b) certified charter documents, and (c) certificates as to the incumbency of officers and the adoption of authorizing resolutions.

7.8 Company Lock-Up Agreements . The Company Lock-up Agreements will continue to be in full force and effect as of immediately following the Effective Time.

Section 8 Additional Conditions Precedent to Obligation of the Company

The obligations of the Company to effect the Merger and otherwise consummate the transactions to be consummated at the Closing are subject to the satisfaction or the written wavier by the Company, at or prior to the Closing, of each of the following conditions:

8.1 Accuracy of Representations . Each of the Meerkat Fundamental Representations shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of such date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date). The Meerkat Capitalization Representations shall have been true and correct as of the date of this Agreement and shall be true and correct on and as of the Closing Date with the same force and effect as if made on and as of such date, except, in each case, (x) for such inaccuracies which are *de minimis* , individually or in the aggregate or (y) for those representations and warranties which address matters only as of a particular date (which representations and warranties shall have been true and correct, subject to the qualifications as set forth in the preceding clause (x), as of such particular date). The representations and warranties of Meerkat and Merger Sub contained in this Agreement (other than the Meerkat Fundamental Representations and the Meerkat Capitalization Representations) shall have been true and correct as of the date of this Agreement and shall be true and correct on and as of the Closing Date with the same force and effect as if made on the Closing Date except (a) in each case, or in the aggregate, where the failure to be true and correct would not reasonably be expected to have a Meerkat Material Adverse Effect (without giving effect to any references therein to any Meerkat Material Adverse Effect or other materiality qualifications), or (b) for those representations and warranties which address matters only as of a particular date (which representations shall have been true and correct, subject to the qualifications as set forth in the preceding clause (a), as of such particular date) (it being understood that, for purposes of determining the accuracy of such representations and warranties, any update of or modification to the Meerkat Disclosure Schedule made or purported to have been made after the date of this Agreement shall be disregarded).

8.2 Performance of Covenants . Meerkat and Merger Sub shall have performed or complied with in all material respects all of their agreements and covenants required to be performed or complied with by each of them under this Agreement at or prior to the Effective Time.

8.3 Documents . The Company shall have received the following documents, each of which shall be in full force and effect:

(a) a certificate executed by the Chief Executive Officer or Chief Financial Officer of Meerkat confirming that the conditions set forth in Sections 8.1 , 8.2 , and 8.5 have been duly satisfied; and

(b) written resignations in forms satisfactory to the Company, dated as of the Closing Date and effective as of the Closing executed by the officers and directors of Meerkat who are not to continue as officers or directors of Meerkat pursuant to Section 5.15 hereof.

8.4 **Sarbanes-Oxley Certifications** . Neither the principal executive officer nor the principal financial officer of Meerkat shall have failed to provide, with respect to any Meerkat SEC Document filed (or required to be filed) with the SEC on or after the date of this Agreement, any necessary certification in the form required under Rule 13a-14 under the Exchange Act and 18 U.S.C. §1350.

8.5 **No Meerkat Material Adverse Effect** . Since the date of this Agreement, there shall not have occurred any Meerkat Material Adverse Effect.

8.6 **Minimum Cash** . Net Cash determined in accordance with Section 1.6 shall be greater than or equal to $33,500,000 (the " ***Net Cash Condition*** ").

8.7 **Board of Directors** . Meerkat shall have caused the Meerkat Board to be constituted as set forth in Section 5.15 of this Agreement effective as of the Effective Time.

8.8 **Termination of Contracts** . The Company shall have received evidence, in form and substance reasonably satisfactory to it, that the Meerkat Contracts set forth on Schedule 8.8 have been (a) terminated, assigned, or fully performed by Meerkat and (b) all obligations of Meerkat thereunder have been fully satisfied, waived or otherwise discharged (except as otherwise set forth on Schedule 8.8).

8.9 **CPRIT Matters** . The agreements set forth on Schedule A shall be in effect and shall not have been amended (without the Company's prior written consent) prior to the Closing Date.

8.10 **Other Deliveries** . The Company shall have received (a) certificates of good standing of Meerkat in its jurisdiction of organization and the various foreign jurisdictions in which it is qualified, (b) certified charter documents, and (c) certificates as to the incumbency of officers and the adoption of authorizing resolutions) as it will reasonably request in connection with the closing of the transactions contemplated by this Agreement.

8.11 **Meerkat Lock-Up Agreements .** The Meerkat Lock-up Agreements will continue to be in full force and effect as of immediately following the Effective Time.

Section 9 **Termination**

9.1 **Termination** . This Agreement may be terminated prior to the Effective Time (whether before or after adoption of this Agreement by the Company's stockholders and whether before or after approval of the Meerkat Stockholder Matters by Meerkat's stockholders, unless otherwise specified below):

(a) by mutual written consent of Meerkat and the Company;

(b) by either Meerkat or the Company if the Contemplated Transactions shall not have been consummated by November 15, 2017 (subject to possible extension as provided in this Section 9.1(b) , the " ***End Date*** "); *provided* , *however* , that the right to terminate this Agreement under this Section 9.1(b) shall not be available to the Company, on the one hand, or to Meerkat or Merger Sub, on the other hand, if such Party's action or failure to act has been a

principal cause of the failure of the Contemplated Transactions to occur on or before the End Date and such action or failure to act constitutes a breach of this Agreement, *provided* , *further* , *however* , that, in the event that the waiting period under the HSR Act has not expired, or a request for additional information has been made by any Governmental Body, or in the event that the SEC has not declared effective under the Securities Act the Registration Statement by the date which is 60 days prior to the End Date, then either the Company or Meerkat shall be entitled to extend the End Date for an additional 60 days;

(c) by either Meerkat or the Company if a court of competent jurisdiction or other Governmental Body shall have issued a final and nonappealable order, decree or ruling, or shall have taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the Contemplated Transactions;

(d) by Meerkat if the Required Company Stockholder Vote shall not have been obtained within two (2) Business Days of the Registration Statement becoming effective in accordance with the provisions of the Securities Act; *provided* , *however* , that once the Required Company Stockholder Vote has been obtained, Meerkat may not terminate this Agreement pursuant to this Section 9.1(d) ;

(e) by either Meerkat or the Company if (i) the Meerkat Stockholders' Meeting (including any adjournments and postponements thereof) shall have been held and completed and Meerkat's stockholders shall have taken a final vote on the Meerkat Stockholder Matters and (ii) the Meerkat Stockholder Matters shall not have been approved at the Meerkat Stockholders' Meeting (or at any adjournment or postponement thereof) by the Required Meerkat Stockholder Vote; *provided* , *however* , that the right to terminate this Agreement under this Section 9.1(e) shall not be available to Meerkat where the failure to obtain the Required Meerkat Stockholder Vote shall have been caused by the action or failure to act of Meerkat and such action or failure to act constitutes a material breach by Meerkat of this Agreement;

(f) by the Company (at any time prior to the approval of the Meerkat Stockholder Matters by the Required Meerkat Stockholder Vote) if a Meerkat Triggering Event shall have occurred;

(g) by Meerkat (at any time prior to the adoption of this Agreement and the approval of the Contemplated Transactions by the Required Company Stockholder Vote) if a Company Triggering Event shall have occurred;

(h) by the Company, upon a breach of any representation, warranty, covenant or agreement set forth in this Agreement by Meerkat or Merger Sub, or if any representation or warranty of Meerkat or Merger Sub shall have become inaccurate, in either case, such that the conditions set forth in Section 8.1 or Section 8.2 would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become inaccurate; *provided* that the Company is not then in material breach of any representation, warranty, covenant or agreement under this Agreement; *provided* , *further* , that if such inaccuracy in Meerkat's or Merger Sub's representations and warranties or breach by Meerkat or Merger Sub is curable by Meerkat or Merger Sub, then this Agreement shall not terminate pursuant to this Section 9.1(h) as a result of such particular breach or inaccuracy until the earlier of (i) the expiration of a 30-

day period commencing upon delivery of written notice from the Company to Meerkat or Merger Sub of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(h) and (ii) Meerkat or Merger Sub (as applicable) ceasing to exercise commercially reasonable efforts to cure such breach following delivery of written notice from the Company to Meerkat or Merger Sub of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(h) (it being understood that this Agreement shall not terminate pursuant to this Section 9.1(h) as a result of such particular breach or inaccuracy if such breach by Meerkat or Merger Sub is cured prior to such termination becoming effective);

(i) by Meerkat, upon a breach of any representation, warranty, covenant or agreement set forth in this Agreement by the Company, or if any representation or warranty of the Company shall have become inaccurate, in either case, such that the conditions set forth in Section 7.1 or Section 7.2 would not be satisfied as of the time of such breach or as of the time such representation or warranty shall have become inaccurate; *provided* that Meerkat is not then in material breach of any representation, warranty, covenant or agreement under this Agreement; *provided* , *further* , that if such inaccuracy in the Company's representations and warranties or breach by the Company is curable by the Company then this Agreement shall not terminate pursuant to this Section 9.1(i) as a result of such particular breach or inaccuracy until the earlier of (i) the expiration of a 30-day period commencing upon delivery of written notice from Meerkat to the Company of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(i) and (ii) the Company ceasing to exercise commercially reasonable efforts to cure such breach following delivery of written notice from Meerkat to the Company of such breach or inaccuracy and its intention to terminate pursuant to this Section 9.1(i) (it being understood that this Agreement shall not terminate pursuant to this Section 9.1(i) as a result of such particular breach or inaccuracy if such breach by the Company is cured prior to such termination becoming effective);

(j) [Reserved];

(k) by Meerkat, at any time prior to the approval of the Meerkat Stockholder Matters by the Required Meerkat Stockholder Vote and following compliance with all of the requirements set forth in the proviso to this Section 9.1(k) , upon the Meerkat Board authorizing Meerkat to enter into a Permitted Alternative Agreement; *provided, however* , that Meerkat shall not enter into any Permitted Alternative Agreement unless: (i) the Company shall have received written notice from Meerkat of Meerkat's intention to enter into such Permitted Alternative Agreement at least four Business Days in advance, with such notice describing in reasonable detail the reasons for such intention as well as the material terms and conditions of such Permitted Alternative Agreement, including the identity of the counterparty together with copies of the then current draft of such Permitted Alternative Agreement and any other related principal transaction documents, (ii) Meerkat shall have complied in all material respects with its obligations under Section 4.4 and Section 5.3 , (iii) the Meerkat Board shall have determined in good faith, after consultation with its outside legal counsel, that the failure to enter into such Permitted Alternative Agreement would be inconsistent with its fiduciary duties under applicable Law and (iv) Meerkat shall concurrently pay to the Company the Company Termination Fee in accordance with Section 9.3(e) ;

(l) [Reserved]; or

(m) by the Company if, at any time after the date hereof and prior to the Closing, Meerkat's Net Cash has fallen below $33,500,000, such that the Net Cash Condition would not be satisfied as of such time and such deficiency is not reasonably capable of being cured prior to the Closing Date.

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)) shall give a notice of such termination to the other Party specifying the provisions hereof pursuant to which such termination is made and the basis therefor described in reasonable detail.

9.2 Effect of Termination . In the event of the termination of this Agreement as provided in Section 9.1 , this Agreement shall be of no further force or effect; *provided* , *however* , that (a) this Section 9.2 , Section 9.3 , and Section 10 shall survive the termination of this Agreement and shall remain in full force and effect, and (b) the termination of this Agreement and the provisions of Section 9.3 shall not relieve any Party of any liability for fraud or for any willful and material breach of any representation, warranty, covenant, obligation or other provision contained in this Agreement.

9.3 Expenses; Termination Fees .

(a) Except as set forth in this Section 9.3 and Section 5.11 all fees and expenses incurred in connection with this Agreement and the Contemplated Transactions shall be paid by the Party incurring such expenses, whether or not the Merger is consummated; *provided* , *however* , that Meerkat and the Company shall share equally all fees and expenses, other than attorneys' and accountants' fees and expenses, incurred in relation to the filings by the Parties under any filing requirement under the HSR Act and any foreign antitrust Law applicable to this Agreement and the transactions contemplated hereby; *provided* , *further however* , that Meerkat and the Company shall also share equally all fees and expenses incurred in relation to the printing and filing with the SEC of the Registration Statement (including any financial statements and exhibits) and any amendments or supplements thereto and paid to a financial printer or the SEC.

(b) If (i) (A) this Agreement is terminated by Meerkat or the Company pursuant to Section 9.1(e) , or (B) this Agreement is terminated by the Company pursuant to Section 9.1(b) or Section 9.1(h) , (ii) at any time after the date of this Agreement and prior to the Meerkat Stockholders' Meeting an Acquisition Proposal with respect to Meerkat shall have been publicly announced, disclosed or otherwise communicated to the Meerkat Board (and shall not have been withdrawn) and (iii) within 12 months after the date of such termination, Meerkat enters into a definitive agreement with respect to a Subsequent Transaction or consummates a Subsequent Transaction, then Meerkat shall pay to the Company, upon such entry into a definitive agreement and/or consummation of a Subsequent Transaction, a nonrefundable fee in an amount equal to $2,000,000 (the " ***Company Termination Fee*** "), less any amount previously paid to the Company pursuant to Section 9.3(f) , plus any amount payable to the Company pursuant to Section 9.3(h) .

(c) If (i) this Agreement is terminated by Meerkat pursuant to Section 9.1(d) , (ii) at any time after the date of this Agreement and before obtaining the Required Company

Stockholder Vote an Acquisition Proposal with respect to the Company shall have been publicly announced, disclosed or otherwise communicated to the Company Board (and shall not have been withdrawn), and (iii) within 12 months after the date of such termination, the Company enters into a definitive agreement with respect to a Subsequent Transaction or consummates a Subsequent Transaction, then the Company shall pay to Meerkat, upon such entry into a definitive agreement and/or consummation of a Subsequent Transaction, a nonrefundable fee in an amount equal to $2,000,000 (the " ***Meerkat Termination Fee*** "), less any amount previously paid to Meerkat pursuant to Section 9.3(g), plus any amount payable to Meerkat pursuant to Section 9.3(h) .

(d) If this Agreement is terminated by Meerkat pursuant to Section 9.1(g) , then the Company shall pay to Meerkat, concurrent with such termination, the Meerkat Termination Fee, in addition to any amount payable to Meerkat pursuant to Section 9.3(h)

(e) If (i) this Agreement is terminated by Meerkat pursuant to Section 9.1(k) or (ii) this Agreement is terminated by the Company pursuant to Section 9.1(f) , then Meerkat shall pay to the Company, concurrent with such termination, the Company Termination Fee, in addition to any amount payable to the Company pursuant to Section 9.3(h) .

(f) (i) If this Agreement is terminated by the Company pursuant to Section 9.1(e) , 9.1(h) or 9.1(m) or (ii) in the event of the failure of the Company to consummate the transactions to be contemplated at the Closing solely as a result of a Meerkat Material Adverse Effect as set forth in Section 8.5 (*provided* , that at such time all of the other conditions precedent to Meerkat's obligation to close set forth in Section 6 and Section 7 have been satisfied by the Company, are capable of being satisfied by the Company or have been waived by Meerkat), then Meerkat shall reimburse the Company for all reasonable out-of-pocket fees and expenses incurred by the Company in connection with this Agreement and the Contemplated Transactions (such expenses, collectively, the " ***Third Party Expenses*** "), up to a maximum of $1,000,000, by wire transfer of same-day funds within ten Business Days following the date on which the Company submits to Meerkat true and correct copies of reasonable documentation supporting such Third Party Expenses; *provided* , *however* , that such Third Party Expenses shall not include any amounts for financial advisors to the Company except for reasonably documented out-of-pocket expenses otherwise reimbursable by the Company to such financial advisors pursuant to the terms of the Company's engagement letter or similar arrangement with such financial advisors.

(g) (i) If this Agreement is terminated by Meerkat pursuant to Section 9.1(d) or 9.1(i) or (ii) in the event of the failure of Meerkat to consummate the transactions to be consummated at the Closing solely as a result of a Company Material Adverse Effect as set forth in Section 7.6 , (*provided* , that at such time all of the other conditions precedent to the Company's obligation to close set forth in Section 6 and Section 8 have been satisfied by Meerkat, are capable of being satisfied by Meerkat or have been waived by the Company), the Company shall reimburse Meerkat for all Third Party Expenses incurred by Meerkat up to a maximum of $1,000,000, by wire transfer of same-day funds within ten Business Days following the date on which Meerkat submits to the Company true and correct copies of reasonable documentation supporting such Third Party Expenses; *provided* , *however* , that such Third Party Expenses shall not include any amounts for financial advisors to Meerkat except for reasonably

documented out-of-pocket expenses otherwise reimbursable by Meerkat to such financial advisors pursuant to the terms of Meerkat's engagement letter or similar arrangement with such financial advisors.

(h) If either Party fails to pay when due any amount payable by it under this Section 9.3 , then (i) such Party shall reimburse the other Party for reasonable costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection with the collection of such overdue amount and the enforcement by the other Party of its rights under this Section 9.3 , and (ii) such Party shall pay to the other Party interest on such overdue amount (for the period commencing as of the date such overdue amount was originally required to be paid and ending on the date such overdue amount is actually paid to the other Party in full) at a rate per annum equal to the "prime rate" (as announced by Bank of America or any successor thereto) in effect on the date such overdue amount was originally required to be paid plus three percent.

(i) The Parties agree that, subject to Section 9.2 , the payment of the fees and expenses set forth in this Section 9.3 shall be the sole and exclusive remedy of each Party following a termination of this Agreement under the circumstances described in this Section 9.3 , it being understood that in no event shall either Meerkat or the Company be required to pay the individual fees or damages payable pursuant to this Section 9.3 on more than one occasion. Subject to Section 9.2 , following the payment of the fees and expenses set forth in this Section 9.3 by a Party, (i) such party shall have no further liability to the other Party in connection with or arising out of this Agreement or the termination thereof, any breach of this Agreement by the other Party giving rise to such termination, or the failure of the Contemplated Transactions to be consummated, (ii) no other Party or their respective Affiliates shall be entitled to bring or maintain any other claim, action or proceeding against such Party or seek to obtain any recovery, judgment or damages of any kind against such Party (or any partner, member, stockholder, director, officer, employee, Subsidiary, affiliate, agent or other representative of such Party) in connection with or arising out of this Agreement or the termination thereof, any breach by such Party giving rise to such termination or the failure of the Contemplated Transactions to be consummated and (iii) all other Parties and their respective Affiliates shall be precluded from any other remedy against such Party and its Affiliates, at law or in equity or otherwise, in connection with or arising out of this Agreement or the termination thereof, any breach by such Party giving rise to such termination or the failure of the Contemplated Transactions to be consummated. Each of the Parties acknowledges that (x) the agreements contained in this Section 9.3 are an integral part of the Contemplated Transactions, (y) without these agreements, the Parties would not enter into this Agreement and (z) any amount payable pursuant to this Section 9.3 is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate the Parties in the circumstances in which such amount is payable.

Section 10 Miscellaneous Provisions

10.1 Non-Survival of Representations and Warranties . The representations and warranties of the Company, Meerkat and Merger Sub contained in this Agreement or any certificate or instrument delivered pursuant to this Agreement shall terminate at the Effective Time, and only the covenants that by their terms survive the Effective Time and this Section 10 shall survive the Effective Time.

10.2 Amendment . This Agreement may be amended with the approval of the respective Boards of Directors of the Company, Merger Sub and Meerkat at any time (whether before or after the adoption and approval of this Agreement by the Company's stockholders or before or after obtaining the Required Meerkat Stockholder Vote); *provided* , *however* , that after any such approval of this Agreement by a Party's stockholders, no amendment shall be made which by law requires further approval of such stockholders without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Company, Merger Sub and Meerkat.

10.3 Waiver .

(a) No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.4 Entire Agreement; Counterparts; Exchanges by Facsimile . This Agreement and the other agreements referred to in this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof; *provided* , *however* , that the Confidentiality Agreement shall not be superseded and shall remain in full force and effect in accordance with its terms. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all Parties by facsimile or electronic transmission in .PDF format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

10.5 Applicable Law; Jurisdiction . This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In any action or proceeding between any of the Parties arising out of or relating to this Agreement or any of the Contemplated Transactions, each of the Parties: (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware; (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in accordance with clause (a) of this Section 10.5 ; (c) waives any objection to laying venue in any such action or proceeding in such courts; (d) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any Party; (e) agrees that service of process

upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 10.8 of this Agreement; and (f) irrevocably waives the right to trial by jury.

10.6 Attorneys' Fees . In any action at law or suit in equity to enforce this Agreement or the rights of any of the Parties, the prevailing Party in such action or suit (as determined by a court of competent jurisdiction) shall be entitled to recover its reasonable out-of-pocket attorneys' fees and all other reasonable costs and expenses incurred in such action or suit.

10.7 Assignability . This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and assigns; *provided* , *however* , that neither this Agreement nor any of a Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of the other Party, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such Party without the other Party's prior written consent shall be void and of no effect.

10.8 Notices . All notices and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received hereunder (a) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable international overnight courier service, (b) upon delivery in the case of delivery by hand, or (c) on the date delivered in the place of delivery if sent by email or facsimile (with a written or electronic confirmation of delivery) prior to 6:00 p.m. New York City time, otherwise on the next succeeding Business Day, in each case to the intended recipient as set forth below:

if to Meerkat or Merger Sub:

Mirna Therapeutics, Inc.
PO Box 163387
Austin, TX 78716
Attention: Paul Lammers
Email: plammers@mirnarx.com

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

Latham & Watkins LLP
140 Scott Drive
Menlo Park, California 94025
Fax: (650) 463-2600
Attention: Mark Roeder; Chad Rolston
Email: mark.roeder@lw.com; chad.rolston@lw.com

if to the Company:

Synlogic, Inc.
200 Sidney St., Suite 320
Cambridge, Massachusetts 02139
Fax: 617-395-6882

Attention: Jose-Carlos Gutiérrez-Ramos
Email: jc@synlogictx.com

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

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Fax: (617) 542-2241
Attention: Matthew J. Gardella, Esq.; Lewis J. Geffen, Esq.
Email: mgardella@mintz.com; ljgeffen@mintz.com

10.9 Cooperation . Each Party agrees to cooperate fully with the other Party and to execute and deliver such further documents, certificates, agreements and instruments and to take such other actions as may be reasonably requested by the other Party to evidence or reflect the Contemplated Transactions and to carry out the intent and purposes of this Agreement.

10.10 Severability . Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

10.11 Other Remedies; Specific Performance . Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity, and each of the Parties waives any bond, surety or other security that might be required of any other Party with respect thereto.

10.12 No Third Party Beneficiaries . Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and the D&O Indemnified Parties to the extent of their respective rights pursuant to Section 5.8) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.13 Construction .

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(b) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) The use of the word "or" shall not be exclusive.

(e) Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits" and "Schedules" are intended to refer to Sections of this Agreement and Exhibits and Schedules to this Agreement, respectively.

(f) Any reference to legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations, and statutory instruments issued or related to such legislations.

(g) The bold-faced headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(h) The Parties agree that the Company Disclosure Schedule or Meerkat Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in Section 2 or Section 3 , respectively. The disclosures in any section or subsection of the Company Disclosure Schedule or the Meerkat Disclosure Schedule shall qualify other sections and subsections in Section 2 or Section 3 , respectively, to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections. The disclosures in any section or subsection of the Meerkat Disclosure Schedule shall qualify other sections and subsections in Section 3 , to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

(i) "delivered" or "made available" shall mean, with respect to any documentation, that prior to 11:59 p.m. (New York City time) on the date that is two calendar

days prior to the date of this Agreement, a copy of such material has been posted to and made available by a Party to the other Party and its Representatives in the electronic data room maintained by such disclosing Party.

(*Remainder of page intentionally left blank*)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

MIRNA THERAPEUTICS, INC.

By: /s/ Paul Lammers

Name: Paul Lammers

Title: President and Chief Executive Officer

MEERKAT MERGER SUB, INC.

By: /s/ Paul Lammers

Name: Paul Lammers

Title: President and Chief Executive Officer

SYNLOGIC, INC.

By: /s/ Jose Carlos Gutiérrez-Ramos

Name: Jose Carlos Gutiérrez-Ramos

Title: President and Chief Executive Officer

EXHIBIT A

CERTAIN DEFINITIONS

a) For purposes of the Agreement (including this Exhibit A):

" ***Acquisition Inquiry*** " shall mean, with respect to a Party, an inquiry, indication of interest or request for information (other than an inquiry, indication of interest or request for information made or submitted by the Company, on the one hand, or Meerkat, on the other hand, to the other Party) that could reasonably be expected to lead to an Acquisition Proposal.

" ***Acquisition Proposal*** " shall mean, with respect to a Party, any offer or proposal, whether written or oral (other than an offer or proposal made or submitted by or on behalf of the Company or any of its Affiliates, on the one hand, or by or on behalf of Meerkat or any of its Affiliates, on the other hand, to the other Party) contemplating or otherwise relating to any Acquisition Transaction with such Party.

" ***Acquisition Transaction*** " shall mean any transaction or series of related transactions involving:

(a) any merger, consolidation, amalgamation, share exchange, business combination, issuance of securities, acquisition of securities, reorganization, recapitalization, tender offer, exchange offer or other similar transaction: (i) in which a Party is a constituent entity; (ii) in which a Person or "group" (as defined in the Exchange Act and the rules promulgated thereunder) of Persons directly or indirectly acquires beneficial or record ownership of securities representing more than 20% of the outstanding securities of any class of voting securities of a Party or any of its Subsidiaries; or (iii) in which a Party or any of its Subsidiaries issues securities representing more than 20% of the outstanding securities of any class of voting securities of such Party or any of its Subsidiaries; or

(b) any sale, lease, exchange, transfer, license, acquisition or disposition of any business or businesses or assets that constitute or account for 20% or more of the consolidated book value or the fair market value of the assets of a Party and its Subsidiaries, taken as a whole.

" ***Affiliate*** " shall have the meaning given to such term in Rule 145 under the Securities Act.

" ***Agreement*** " shall mean the Agreement and Plan of Merger and Reorganization to which this Exhibit A is attached, as it may be amended from time to time.

" ***Allocation Certificate*** " shall have the meaning set forth in Section 5.20 .

" ***Business Day*** " shall mean any day other than a day on which banks in the State of New York are authorized or obligated to be closed.

" ***COBRA*** " means the Consolidated Omnibus Budget Reconciliation Act of 1985, as set forth in Section 4980B of the Code and Part 6 of Title I of ERISA.

" ***Code*** " shall mean the Internal Revenue Code of 1986, as amended.

" ***Company Affiliate*** " shall mean any Person that is (or at any relevant time was) under common control with the Company within the meaning of Sections 414(b), (c), (m) and (o) of the Code, and the regulations issued thereunder.

" ***Company Associate*** " shall mean any current or former employee, independent contractor, officer or director of the Company or any of its Subsidiaries.

" ***Company Board*** " shall mean the board of directors of the Company.

" ***Company Capital Stock*** " shall mean the Company Common Stock and the Company Preferred Stock.

" ***Company Capitalization Representations*** " shall mean the representations and warranties of the Company set forth in Sections 2.6(a) and (d) .

" ***Company Common Stock*** " shall mean the Common Stock, $0.0001 par value per share, of the Company.

" ***Company Contract*** " shall mean any Contract: (a) to which the Company or any of its Subsidiaries is a Party; (b) by which the Company or any of its Subsidiaries or any Company IP Rights or any other asset of the Company or its Subsidiaries is or may become bound or under which the Company or any of its Subsidiaries has, or may become subject to, any obligation; or (c) under which the Company or any of its Subsidiaries has or may acquire any right or interest.

" ***Company Fundamental Representations*** " shall mean the representations and warranties of the Company set forth in Sections 2.1(a) , 2.1(b) , 2.2 , 2.3 , 2.4 and 2.21 .

" ***Company IP Rights*** " shall mean all Intellectual Property owned, licensed, or controlled by the Company or its Subsidiaries that is necessary for or used in the operation of the business of the Company and its Subsidiaries as presently conducted.

" ***Company IP Rights Agreement*** " shall mean any instrument or agreement governing, related to or pertaining to any Company IP Rights.

" ***Company Material Adverse Effect*** " shall mean any Effect that, considered together with all other Effects that have occurred prior to the date of determination of the occurrence of a Company Material Adverse Effect, has or would reasonably be expected to have a material adverse effect on the business, financial condition, assets, liabilities or results of operations of the Company or its Subsidiaries, taken as a whole; *provided* , *however* , that Effects arising or resulting from the following shall not be taken into account in determining whether there has been a Company Material Adverse Effect: (a) any rejection or non-acceptance by a Governmental Body of a registration or filing by the Company relating to the Company IP Rights; (b) the announcement of the Agreement or the pendency of the Contemplated Transactions; (c) the taking of any action, or the failure to take any action, by the Company that is required to comply with the terms of the Agreement; (d) any natural disaster or any act or threat of terrorism or war anywhere in the world, any armed hostilities or terrorist activities

anywhere in the world, any threat or escalation or armed hostilities or terrorist activities anywhere in the world or any governmental or other response or reaction to any of the foregoing; (e) any change in GAAP or applicable Law or the interpretation thereof; (f) general economic or political conditions or conditions generally affecting the industries in which the Company and its Subsidiaries operate; or (g) any change in the cash position of the Company and its Subsidiaries which results from operations in the Ordinary Course of Business; except in each case with respect to clauses (d), (e) and (f), to the extent disproportionately affecting the Company and its Subsidiaries, taken as a whole, relative to other similarly situated companies in the industries in which the Company and its Subsidiaries operate.

" ***Company Options*** " shall mean options or other rights to purchase shares of Company Capital Stock issued by the Company.

" ***Company Registered IP*** " shall mean all Company IP Rights that are owned by the Company that are registered, filed or issued under the authority of, with or by any Governmental Body, including all patents, registered copyrights and registered trademarks and all applications for any of the foregoing.

" ***Company Stockholder Support Agreements*** " shall have the meaning set forth in the recitals.

" ***Company Stockholder Written Consent*** " shall have the meaning set forth in the recitals.

" ***Company Triggering Event*** " shall be deemed to have occurred if: (a) the Company Board or any committee thereof shall have made a Company Board Adverse Recommendation Change or approved, endorsed or recommended any Acquisition Proposal; (b) the Company shall have entered into any letter of intent or similar document or any Contract relating to any Acquisition Proposal (other than a confidentiality agreement permitted pursuant to Section 4.4); or (c) the Company or any director or officer of the Company shall have willfully and intentionally breached the provisions set forth in Section 4.4 or Section 5.2 of the Agreement.

" ***Company Unaudited Interim Balance Sheet*** " shall mean the unaudited consolidated balance sheet of the Company and its consolidated Subsidiaries as of March 31, 2017 provided to Meerkat prior to the date of the Agreement.

" ***Confidentiality Agreement*** " shall mean the Confidentiality Agreement dated December 7, 2016, between the Company and Meerkat.

" ***Consent*** " shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

" ***Contemplated Transactions*** " shall mean the Merger and the other transactions contemplated by the Agreement.

" ***Contract*** " shall mean, with respect to any Person, any written agreement, contract, subcontract, lease (whether for real or personal property), mortgage, license, or other legally binding commitment or undertaking of any nature to which such Person is a party or by which such Person or any of its assets are bound or affected under applicable Law.

" ***CPRIT*** " shall mean the Cancer Prevention & Research Institute of Texas.

" ***CPRIT Resolution*** " shall mean the arrangements with respect to Meerkat's existing grants with CPRIT as set forth on Schedule A .

" ***DGCL*** " shall mean the General Corporation Law of the State of Delaware.

" ***Effect*** " shall mean any effect, change, event, circumstance, or development.

" ***Encumbrance*** " shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, lease, license, option, easement, reservation, servitude, adverse title, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction or encumbrance of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

" *Enforceability Exceptions* " means the (a) laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (b) rules of law governing specific performance, injunctive relief and other equitable remedies.

" ***Entity*** " shall mean any corporation (including any non-profit corporation), partnership (including any general partnership, limited partnership or limited liability partnership), joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or entity, and each of its successors.

" ***Environmental Law*** " means any federal, state, local or foreign Law relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

" ***ERISA*** " shall mean the Employee Retirement Income Security Act of 1974.

" ***ERISA Affiliate*** " means any entity (whether or not incorporated) treated as a single employer with the Company or Meerkat, as applicable, for purposes of Section 414 of the Code.

" ***Exchange Act*** " shall mean the Securities Exchange Act of 1934.

" ***Exchange Ratio*** " means, subject to Section 1.5(f) , the following ratio (rounded to four decimal places): the quotient obtained by dividing (a) the Company Merger Shares by (b) the Company Outstanding Shares, in which:

- " ***Company Allocation Percentage*** " means 1.00 minus the Meerkat Allocation Percentage.

- " ***Company Merger Shares*** " means the product determined by multiplying (i) the Post-Closing Meerkat Shares by (ii) the Company Allocation Percentage.

- " ***Company Outstanding Shares*** " means the total number of shares of Company Capital Stock outstanding immediately prior to the Effective Time expressed on a fully-diluted and as-converted to Company Common Stock basis and assuming, without limitation or duplication, (i) the exercise of all Company Options outstanding as of immediately prior to the Effective Time, and (ii) the issuance of shares of Company Common Stock in respect of all other options, warrants or rights to receive such shares that will be outstanding immediately after the Effective Time.

- " ***Post-Closing Meerkat Shares*** " mean the quotient determined by dividing (i) the Meerkat Outstanding Shares by (ii) the Meerkat Allocation Percentage.

- " ***Meerkat Allocation Percentage*** " means 0.1685; provided, however, to the extent that the Net Cash determined pursuant to Section 1.6: (i) is less than forty million dollars ($40,000,000), then 0.1685 shall be reduced by 0.0003 for each one hundred thousand dollars ($100,000) that the Net Cash as so determined is less than forty million dollars ($40,000,000) (for example, the Meerkat Allocation Percentage would be 0.1623 if the Net Cash determined pursuant to Section 1.6 is thirty-eight million dollars ($38,000,000)) and (ii) is more than forty million dollars ($40,000,000), then 0.1685 shall be increased by 0.0003 for each one hundred thousand dollars ($100,000) that the Net Cash as so determined is more than forty million dollars ($40,000,000) (for example, the Meerkat Allocation Percentage would be 0.1747 if the Net Cash determined pursuant to Section 1.6 is forty-two million dollars ($42,000,000)).

- " ***Meerkat Outstanding Shares*** " means, subject to Section 1.5(f) , the total number of shares of Meerkat Common Stock outstanding immediately prior to the Effective Time expressed on a fully-diluted and as-converted to Meerkat Common Stock basis, and assuming, without limitation or duplication, (i) the settlement in shares of each Meerkat Option outstanding as of the Effective Time pursuant to Section 5.6 , solely to the extent such Meerkat Option will not be canceled at the Effective Time pursuant to Section 5.6 or exercised prior thereto and (ii) the issuance of shares of Meerkat Common Stock in respect of all other options, warrants or rights to receive such shares that will be outstanding immediately after the Effective Time.

" ***Governmental Authorization*** " shall mean any: (a) permit, license, certificate, franchise, permission, variance, exception, order, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law; or (b) right under any Contract with any Governmental Body.

" ***Governmental Body*** " shall mean any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, bureau, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and

any court or other tribunal, and for the avoidance of doubt, any Taxing authority); or (d) self-regulatory organization (including the NASDAQ Stock Market).

" ***Hazardous Materials*** " shall mean any pollutant, chemical, substance and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Law, including without limitation, crude oil or any fraction thereof, and petroleum products or by-products.

" ***HSR Act*** " shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

" ***Intellectual Property*** " shall mean (a) United States, foreign and international patents, patent applications, including provisional applications, statutory invention registrations, invention disclosures and inventions, (b) trademarks, service marks, trade names, domain names, URLs, trade dress, logos and other source identifiers, including registrations and applications for registration thereof, (c) copyrights, including registrations and applications for registration thereof, and (d) software, formulae, customer lists, trade secrets, know-how, confidential information and other proprietary rights and intellectual property, whether patentable or not.

" ***IRS*** " shall mean the United States Internal Revenue Service.

" ***Key Employee*** " shall mean, with respect to the Company or Meerkat, an executive officer of such Party or any employee of such Party that reports directly to the board of directors of such Party or to the Chief Executive Officer or Chief Operating Officer of such Party.

" ***Knowledge*** " means, with respect to an individual, that such individual is actually aware of the relevant fact or such individual would reasonably be expected to know such fact in the ordinary course of the performance of such individual's employment responsibilities. Any Person that is an Entity shall have Knowledge if any executive officer or director of such Person as of the date such knowledge is imputed has Knowledge of such fact or other matter.

" ***Law*** " shall mean any federal, state, national, foreign, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (including under the authority of the NASDAQ Stock Market or the Financial Industry Regulatory Authority).

" ***Legal Proceeding*** " shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

" ***Meerkat Affiliate*** " shall mean any Person that is (or at any relevant time was) under common control with Meerkat within the meaning of Sections 414(b), (c), (m) and (o) of the Code, and the regulations issued thereunder.

" ***Meerkat Associate*** " shall mean any current or former employee, independent contractor, officer or director of Meerkat or any of its Subsidiaries.

" ***Meerkat Board*** " shall mean the board of directors of Meerkat.

" ***Meerkat Capitalization Representations*** " shall mean the representations and warranties of Meerkat and Merger Sub set forth in Sections 3.6(a) and 3.6(d) .

" ***Meerkat Closing Price*** " means the volume weighted average closing trading price of a share of Meerkat Common Stock on the NASDAQ Global Market (or such other NASDAQ market on which the Meerkat Common Stock then trades) for the five trading days ending the trading day immediately prior to the date upon which the Merger becomes effective.

" ***Meerkat Common Stock*** " shall mean the Common Stock, $0.001 par value per share, of Meerkat.

" ***Meerkat Contract*** " shall mean any Contract: (a) to which Meerkat is a party; (b) by which Meerkat or any Meerkat IP Rights or any other asset of Meerkat is or may become bound or under which Meerkat has, or may become subject to, any obligation; or (c) under which Meerkat has or may acquire any right or interest.

" ***Meerkat Fundamental Representations*** " shall mean the representations and warranties of Meerkat and Merger Sub set forth in Sections 3.1(a) , 3.1(b), 3.3 , 3.4 , 3.21 and 3.24 .

" ***Meerkat IP Rights*** " shall mean all Intellectual Property owned, licensed or controlled by Meerkat that is necessary for the operation of the business of Meerkat as presently conducted.

" ***Meerkat IP Rights Agreement*** " shall mean any instrument or agreement governing, related or pertaining to any Meerkat IP Rights.

" ***Meerkat Material Adverse Effect*** " shall mean any Effect that, considered together with all other Effects that have occurred prior to the date of determination of the occurrence of the Meerkat Material Adverse Effect, has or would reasonably be expected to have a material adverse effect on the business, financial condition, assets, liabilities or results of operations of Meerkat; *provided* , *however* , that Effects arising or resulting from the following shall not be taken into account in determining whether there has been a Meerkat Material Adverse Effect: (a) any rejection or non-acceptance by a Governmental Body of a registration statement or filing by Meerkat relating to the Meerkat IP Rights; (b) the announcement of the Agreement or the pendency of the Contemplated Transactions; (c) any change in the stock price or trading volume of Meerkat Common Stock (it being understood, however, that any Effect causing or contributing to any change in stock price or trading volume of Meerkat Common Stock may be taken into account in determining whether a Meerkat Material Adverse Effect has occurred, unless such Effects are otherwise excepted from this definition); (d) the taking of any action, or the failure to take any action, by Meerkat that is required to comply with the terms of the Agreement or the taking of any action expressly permitted by Section 4.1(b) of the Meerkat Disclosure Schedule; (e) any natural disaster or any act or threat of terrorism or war anywhere in the world, any armed hostilities or terrorist activities anywhere in the world, any threat or escalation or armed hostilities or terrorist activities anywhere in the world or any governmental

or other response or reaction to any of the foregoing; (f) any change in GAAP or applicable Law or the interpretation thereof; or (g) general economic or political conditions or conditions generally affecting the industries in which Meerkat operates; except, in each case with respect to clauses (e), (f) and (g), to the extent disproportionately affecting Meerkat relative to other similarly situated companies in the industries in which Meerkat operates.

" ***Meerkat Options*** " shall mean options or other rights to purchase shares of Meerkat Common Stock issued by Meerkat.

" ***Meerkat Registered IP*** " shall mean all Meerkat IP Rights that are registered, filed or issued under the authority of, with or by any Governmental Body, including all patents, registered copyrights and registered trademarks and all applications for any of the foregoing.

" ***Meerkat Reverse Stock Split*** " shall have the meaning set forth in Section 5.22 .

" ***Meerkat Stockholder Support Agreements*** " shall have the meaning set forth in the recitals.

" *Meerkat Transaction Expenses* " shall mean the sum of (a) the cash cost of any change of control payments or severance payments that are or become due to any employee of Meerkat in connection with the consummation of the Contemplated Transactions and that are unpaid as of the Closing, (b) the cash cost of any retention payments that are or become due to any employee of Meerkat in connection with the consummation of the Contemplated Transactions and that are unpaid as of the Closing, and (c) any costs, fees and expenses incurred by Meerkat, or for which Meerkat is liable, in connection with the negotiation, preparation and execution of the Agreement and the consummation of the Contemplated Transactions (including in connection with any stockholder litigation relating to this Agreement or any of the Contemplated Transactions) and that are unpaid as of the Closing, including brokerage fees and commissions, finders' fees or financial advisory fees, or any fees and expenses of counsel or accountants payable by Meerkat.

" ***Meerkat Triggering Event*** " shall be deemed to have occurred if: (a) Meerkat shall have failed to include in the Proxy Statement the Meerkat Board Recommendation or shall have made a Meerkat Board Adverse Recommendation Change; (b) the Meerkat Board or any committee thereof shall have approved, endorsed or recommended any Acquisition Proposal; (c) Meerkat shall have entered into any letter of intent or similar document or any Contract relating to any Acquisition Proposal (other than a confidentiality agreement permitted pursuant to Section 4.4); (d) Meerkat or any director or officer of Meerkat shall have willfully and intentionally breached the provisions set forth in Section 4.4 or Section 5.3 of the Agreement; or (e) Meerkat shall have failed to hold the Meerkat Stockholders' Meeting within 60 days after the Registration Statement is declared effective under the Securities Act.

" ***Meerkat Unaudited Interim Balance Sheet*** " shall mean the unaudited balance sheet of Meerkat as of September 30, 2016, included in Meerkat's Report on Form 10-Q for the fiscal quarter ended September 30, 2016, as filed with the SEC.

" ***Merger Sub Board*** " shall mean the board of directors of Merger Sub.

" ***Multiemployer Plan*** " shall mean (a) a "multiemployer plan," as defined in Section 3(37) or 4001(a)(3) of ERISA, or (b) a plan which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (a).

" ***Multiple Employer Plan*** " shall mean (a) a "multiple employer plan" within the meaning of Section 413(c) of the Code, or (b) a plan which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (a).

" ***Multiple Employer Welfare Arrangement*** " shall mean (a) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA, or (b) a plan which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (a) of this definition.

" ***Net Cash*** " shall mean (a) the sum of (without duplication) Meerkat's cash and cash equivalents, marketable securities, accounts, interest and other receivables (to the extent determined to be collectible) and deposits (to the extent refundable to Meerkat) in each case as of the Cash Determination Time, determined in a manner consistent with the manner in which such items were historically determined and in accordance with Meerkat's audited financial statements and unaudited interim balance sheet, *minus* (b) the sum of (without duplication) (i) Meerkat's accounts payable and accrued expenses (other than accrued expenses which are Meerkat Transaction Expenses) and Meerkat's other current liabilities payable in cash, in each case as of the Cash Determination Time and determined in a manner consistent with the manner in which such items were historically determined and in accordance with Meerkat's audited financial statements and unaudited interim balance sheet, and (ii) any unpaid Meerkat Transaction Expenses, *minus* (c) any unpaid amounts payable by Meerkat in satisfaction of its obligations under Section 5.8(d) for the period after the Closing, *minus* (d) the Outstanding Lease Obligations.

" ***Ordinary Course of Business*** " shall mean, in the case of each of the Company and Meerkat, such actions taken in the ordinary course of its normal operations and consistent with its past practices (which, in the case of Meerkat, shall include the potential wind down of its operations and which shall be consistent in all material respects with the operating budget set forth on Schedule B).

" ***Organizational Documents*** " means, with respect to any Person (other than an individual), (a) the certificate or articles of association or incorporation or organization or limited partnership or limited liability company, and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all bylaws, regulations and similar documents or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

" ***Outstanding Lease Obligations*** " means all liabilities and other obligations of Meerkat whenever arising pursuant to that certain (a) Lease dated June 24, 2016 by and between G&I VII Encino Trace II LP, as landlord, and Meerkat, as tenant, with respect to space at Encino Trace, Building II, 5707 Southwest Parkway, Austin, Texas and (b) Online Office Agreement dated November 7, 2016 by and between Regus, as landlord, and Mirna Therapeutics, as tenant, with

respect to space at 1250 Capital of Texas Highway South, Building 3, Suite 400, Austin, TX, in each case including any liabilities or obligations that relate to the assignment or early termination of such leases and obligations that survive such termination.

" ***Party*** " or " ***Parties*** " shall mean the Company, Merger Sub and Meerkat.

" ***Permitted Alternative Agreement*** " means a definitive agreement that contemplates or otherwise relates to an Acquisition Transaction that constitutes a Superior Offer.

" ***Permitted Encumbrance*** " shall mean : (a) any liens for current Taxes not yet due and payable or for Taxes that are being contested in good faith and for which adequate reserves have been made on the Company Unaudited Interim Balance Sheet or the Meerkat Unaudited Interim Balance Sheet, as applicable; (b) minor liens that have arisen in the Ordinary Course of Business and that do not (in any case or in the aggregate) materially detract from the value of the assets subject thereto or materially impair the operations of the Company or any of its Subsidiaries or Meerkat, as applicable; (c) statutory liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (d) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by Law; and (e) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies.

" ***Person*** " shall mean any individual, Entity or Governmental Body.

" ***Proxy Statement*** " shall mean the proxy statement to be sent to Meerkat's stockholders in connection with the Meerkat Stockholders' Meeting.

" ***Registration Statement*** " shall mean the registration statement on Form S-4 (or any other applicable form under the Securities Act to register Meerkat Common Stock) to be filed with the SEC by Meerkat registering the public offering and sale of Meerkat Common Stock to some or all holders of Company Capital Stock in the Merger, including all shares of Meerkat Common Stock to be issued in exchange for all shares of Company Capital Stock in the Merger, as said registration statement may be amended prior to the time it is declared effective by the SEC.

" ***Representatives*** " shall mean directors, officers, employees, agents, attorneys, accountants, investment bankers, advisors and representatives.

" ***Sarbanes-Oxley Act*** " shall mean the Sarbanes-Oxley Act of 2002.

" ***SEC*** " shall mean the United States Securities and Exchange Commission.

" ***Securities Act*** " shall mean the Securities Act of 1933.

" ***Subsequent Transaction*** " shall mean any Acquisition Transaction (with all references to 20% in the definition of Acquisition Transaction being treated as references to 50% for these purposes).

An entity shall be deemed to be a " ***Subsidiary*** " of a Person if such Person directly or indirectly owns or purports to own, beneficially or of record, (a) an amount of voting securities

or other interests in such entity that is sufficient to enable such Person to elect at least a majority of the members of such entity's board of directors or other governing body, or (b) at least 50% of the outstanding equity, voting, beneficial or financial interests in such Entity.

" ***Superior Offer*** " shall mean an unsolicited bona fide written Acquisition Proposal (with all references to 20% in the definition of Acquisition Transaction being treated as references to 90% for these purposes) that: (a) was not obtained or made as a direct or indirect result of a breach of (or in violation of) the Agreement; and (b) is on terms and conditions that the Meerkat Board or the Company Board, as applicable, determines in good faith, based on such matters that it deems relevant (including the likelihood of consummation thereof and the financing terms thereof), as well as any written offer by the other Party to the Agreement to amend the terms of the Agreement, and following consultation with its outside legal counsel and financial advisors, if any, are more favorable, from a financial point of view, to Meerkat's stockholders or the Company's stockholders, as applicable, than the terms of the Contemplated Transactions and is not subject to any financing condition (and if financing is required, such financing is then fully committed to the third party).

" ***Tax*** " shall mean any federal, state, local, foreign or other tax, including any income tax, franchise tax, capital gains tax, gross receipts tax, value-added tax, surtax, estimated tax, unemployment tax, national health insurance tax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, withholding tax, payroll tax, customs duty, alternative or add-on minimum or other tax of any kind whatsoever, and including any fine, penalty, addition to tax or interest imposed by a Governmental Body with respect thereto.

" ***Tax Return*** " shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information, and any amendment or supplement to any of the foregoing, filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Law relating to any Tax.

" ***Treasury Regulations*** " shall mean the United States Treasury regulations promulgated under the Code.

b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
409A Plan	2.17(k)
Accounting Firm	1.6(e)
Anticipated Closing Date	1.6(a)
Capitalization Date	3.6(a)
Cash Determination Time	1.6(a)
Certificate of Merger	1.3
Certification	3.7(a)
Closing	1.3

Term	Section
Closing Date	1.3
Company	Preamble
Company Board Recommendation	5.2(a)
Company Disclosure Schedule	Section 2
Company Employee Plan	2.17(c)
Company Financials	2.7(a)
Company Intervening Event	5.2(d)
Company Material Contract	2.13
Company Plan	2.6(c)
Company Permits	2.14(b)
Company Preferred Stock	2.6(a)
Company Product Candidates	2.14(d)
Company Real Estate Leases	2.11
Company Regulatory Permits	2.14(d)
Company Stock Certificate	1.7
Company Termination Fee	9.3(b)
Costs	5.8(a)
D&O Indemnified Party	5.8(a)
Dispute Notice	1.6(b)
Dissenting Shares	1.9(a)
Drug Regulatory Agency	2.14(c)
Effective Time	1.3
End Date	9.1(b)
Exchange Agent	1.8(a)
Exchange Fund	1.8(a)
FDA	2.14(c)
FDCA	2.14(c)
GAAP	2.7(a)
Investor Agreements	5.16
Liability	2.9
Meerkat	Preamble
Meerkat Board Recommendation	5.3(b)
Meerkat Disclosure Schedule	3
Meerkat Employee Plan	3.17(c)
Meerkat Intervening Event	5.3(c)
Meerkat Leased Real Property	3.11(a)
Meerkat Material Contract	3.13
Meerkat Notice Period	5.3(c)
Meerkat Permits	3.14(b)
Meerkat Product Candidates	3.14(d)
Meerkat Regulatory Permits	3.14(d)
Meerkat Real Estate Leases	3.11
Meerkat SEC Documents	3.7(a)
Meerkat Stock Plans	3.6(c)

Term	Section
Meerkat Stockholders' Meeting	5.3(a)
Merger	Recitals
Merger Sub	Preamble
Net Cash Condition	8.6
Net Cash Calculation	1.6(a)
Net Cash Schedule	1.6(a)
Notice Period	5.2(d)
Pre-Closing Period	4.1(a)
Required Company Stockholder Vote	2.4
Required Meerkat Stockholder Vote	3.4
Response Date	1.6(b)
Surviving Corporation	1.1
Third Party Expenses	9.3(f)

FORM OF SUPPORT AGREEMENT

This **SUPPORT AGREEMENT** (this " Agreement "), dated as of May , 2017, is by and between Mirna Therapeutics, Inc., a Delaware corporation (" Meerkat "), and the Person set forth on Schedule A (the " Stockholder ").

WHEREAS , as of the date hereof, the Stockholder is the holder of the number of shares of common stock, par value $0.0001 per share (" Common Stock "), and preferred stock, par value $0.0001 per share (" Preferred Stock "), of Synlogic, Inc., a Delaware corporation (the " Company "), and/or options to purchase shares of Common Stock (" Options "), in each case, set forth opposite the Stockholder's name on Schedule A (all such shares of Common Stock and Preferred Stock set forth on Schedule A , together with any shares of Common Stock or Preferred Stock or securities convertible into, exchangeable for or that represent the right to receive Common Stock or Preferred Stock that are hereafter issued to or otherwise acquired or owned by the Stockholder prior to the termination of this Agreement being referred to herein as the " Subject Shares ");

WHEREAS , the Company, Meerkat Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of Meerkat (" Merger Sub "), and Meerkat propose to enter into an Agreement and Plan of Merger and Reorganization, dated as of the date hereof (the " Merger Agreement "), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation (the " Merger "), upon the terms and subject to the conditions set forth in the Merger Agreement (capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement); and

WHEREAS , as a condition to its willingness to enter into the Merger Agreement, Meerkat has required that the Stockholder, and as an inducement and in consideration therefor, the Stockholder (in the Stockholder's capacity as a holder of Subject Shares) has agreed to, enter into this Agreement.

NOW, THEREFORE , in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
VOTING AGREEMENT; GRANT OF PROXY

The Stockholder hereby covenants and agrees that:

1.1. **Voting of Subject Shares** . The Stockholder agrees that at every meeting of the holders of capital stock of the Company (the " Company Stockholders "), however called, and at every adjournment or postponement thereof (or pursuant to a written consent if the Company Stockholders act by written consent in lieu of a meeting), the Stockholder shall, or shall cause the holder of record on any applicable record date to, be present (in person or by proxy) and to vote (or cause to be voted) the Stockholder's Subject Shares (a) in favor of (i) the approval and adoption of the Merger Agreement, (ii) the approval of the Contemplated Transactions, and (iii) any other proposal included in the written consent presented to the Company Stockholders in connection with, or related to, the consummation of the Merger for which the Company Board has recommended that the Company Stockholders vote in favor; and (b) against any competing Acquisition Proposal with respect to the Company.

1.2. **No Inconsistent Arrangements** . Except as expressly permitted or required hereunder or under the Merger Agreement, the Stockholder agrees not to, directly or indirectly, (a) create any Encumbrance other than restrictions imposed by applicable Law or pursuant to this Agreement on any Subject Shares, (b) transfer, sell, assign, gift or otherwise dispose of (collectively, " Transfer "), or enter into any contract with respect to any

Transfer of the Subject Shares or any interest therein, (c) grant or permit the grant of any proxy, power of attorney or other authorization in or with respect to the Subject Shares, (d) deposit or permit the deposit of the Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Subject Shares or (e) take any action that would make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect, or have the effect of preventing the Stockholder from performing the Stockholder's obligations hereunder. Notwithstanding the foregoing, (x) the Stockholder may make Transfers of the Subject Shares (i) by will, operation of law, or for estate planning or charitable purposes, (ii) to stockholders, corporations, partnerships or other business entities that are direct or indirect affiliates (within the meaning set forth in Rule 405 under the Securities Act), current or former partners (general or limited), members or managers of the Stockholder, as applicable, or to the estates of any such stockholders, affiliates, general or limited partners, members or managers, or to another corporation, partnership, limited liability company or other investment or business entity that controls, is controlled by or is under common control with the Stockholder, or (iii) if the Stockholder is a trust, to any beneficiary of the Stockholder or the estate of any such beneficiary; provided that in each such case, the Subject Shares shall continue to be bound by this Agreement and provided that each transferee agrees in writing to be bound by the terms and conditions of this Agreement and either the Stockholder or the transferee provides Meerkat with a copy of such agreement promptly upon consummation of any such Transfer, (y) with respect to the Stockholder's Company Options which expire on or prior to the termination of this Agreement, the Stockholder may make Transfers of the Subject Shares (i) to the Company as payment for the exercise price of the Stockholder's Company Options and (ii) as payment for taxes applicable to the exercise of the Stockholder's Company Options and (z) the Stockholder may take all actions reasonably necessary to consummate the transactions contemplated by the Merger Agreement.

1.3. **Documentation and Information**. The Stockholder shall permit and hereby authorizes Meerkat and the Company to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that the Company or Meerkat reasonably determines to be necessary in connection with the Merger and any transactions contemplated by the Merger Agreement, a copy of this Agreement, the Stockholder's identity and ownership of the Subject Shares and the nature of the Stockholder's commitments and obligations under this Agreement. The Company is an intended third-party beneficiary of this Section 1.3.

1.4. **Irrevocable Proxy.** The Stockholder hereby revokes (or agrees to cause to be revoked) any proxies that the Stockholder has heretofore granted with respect to the Subject Shares. The Stockholder hereby irrevocably appoints Meerkat, and any individual designated in writing by it, as attorney-in-fact and proxy for and on behalf of the Stockholder, for and in the name, place and stead of the Stockholder, to: (a) attend any and all meetings of the Company Stockholders, (b) vote, express consent or dissent or issue instructions to the record holder to vote the Stockholder's Subject Shares in accordance with the provisions of Section 1.1 at any and all meetings of the Company Stockholders or in connection with any action sought to be taken by written consent of the Company Stockholders without a meeting and (c) grant or withhold, or issue instructions to the record holder to grant or withhold, consistent with the provisions of Section 1.1, all written consents with respect to the Subject Shares at any and all meetings of the Company Stockholders or in connection with any action sought to be taken by written consent without a meeting. Meerkat agrees not to exercise the proxy granted herein for any purpose other than the purposes expressly described in this Agreement. The foregoing proxy shall be deemed to be a proxy coupled with an interest, is irrevocable (and as such shall survive and not be affected by the death, incapacity, mental illness or insanity of the Stockholder, as applicable) until the earlier of (i) [•], [1] 2018 or (ii) termination of the Merger Agreement and shall not be terminated by operation of law or upon the occurrence of any other event other than the termination of this Agreement pursuant to Section 4.2. The Stockholder authorizes such attorney and proxy to substitute any other Person to act hereunder, to revoke any substitution and to file this proxy and any substitution or revocation with the Secretary of Meerkat. The Stockholder hereby affirms that the proxy set forth in this Section 1.4 is given in connection with and granted in consideration of

[1] ***Note to Draft*** : The date that is nine months from the date of the Merger Agreement.

and as an inducement to Meerkat to enter into the Merger Agreement and that such proxy is given to secure the obligations of the Stockholder under Section 1.1. The proxy set forth in this Section 1.4 is executed and intended to be irrevocable, subject, however, to its automatic termination upon the termination of this Agreement pursuant to Section 4.2.

1.5. **No Solicitation of Transactions**. Without limiting and subject to the provisions of Section 4.14 hereof, the Stockholder shall not, directly or indirectly, knowingly take any action that the Company is prohibited from taking pursuant to Section 4.4 of the Merger Agreement.

1.6 **No Exercise of Appraisal Rights; Waivers**. In connection with the Contemplated Transactions, the Stockholder hereby expressly (a) waives, to the extent permitted under applicable Law, the applicability of the provisions for dissenters' or appraisal rights set forth in Section 262 of the DGCL (or any other similar applicable state Law), with respect to any Subject Shares, (b) agrees that the Stockholder will not, under any circumstances in connection with the Contemplated Transactions, exercise or assert any dissenters' or appraisal rights in respect of any Subject Shares, and (c) agrees that the Stockholder will not bring, commence, institute, maintain, prosecute, participate in or voluntarily aid any action, claim, suit or cause of action, in law or in equity, in any court or before any Governmental Body, which (i) challenges the validity of or seeks to enjoin the operation of any provision of this Agreement or (ii) alleges that the execution and delivery of this Agreement by the Stockholder, or the approval of the Merger Agreement by the Company Board, breaches any fiduciary duty of the Company Board or any member thereof; provided, that the Stockholder may defend against, contest or settle any such action, claim, suit or cause of action brought against the Stockholder that relates solely to the Stockholder's capacity as a director, officer or securityholder of the Company.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to Meerkat as of the date hereof that:

2.1. **Authorization; Binding Agreement**. The Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform the Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Stockholder, and constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2. **Ownership of Subject Shares; Total Shares**. The Stockholder is the record or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Stockholder's Subject Shares and has good and marketable title to the Subject Shares free and clear of any Encumbrance (including any restriction on the right to vote or otherwise transfer the Subject Shares), except as (a) provided hereunder, (b) pursuant to any applicable restrictions on transfer under the Securities Act, (c) subject to any risk of forfeiture with respect to any shares of Common Stock granted to the Stockholder under an agreement with or employee benefit plan of the Company, (d) with respect to Options, provided pursuant to the terms of the Option and any stock option plan under which such Option was granted and (e) as provided in the bylaws of the Company, that certain Amended and Restated Investor's Rights Agreement, dated as of [•], by and among the Company and certain stockholders of the Company, that certain amended and restated ROFR and Co-Sale Agreement dated as of [•], by and among the Company and certain stockholders of the Company, and that certain amended and restated Voting Agreement, dated as of [•], by and among the Company and certain stockholders of the Company (the " Voting Agreement "). The Subject Shares constitute all of the shares of Common Stock and/or Options owned by the Stockholder as of the date hereof. Except pursuant to this Agreement, no Person has any contractual or other right or obligation to purchase or otherwise acquire any of the Stockholder's Subject Shares.

2.3. **Voting Power**. Except as may be set forth on Schedule A , the Stockholder has full voting power, with respect to the Stockholder's Subject Shares, and full power of disposition, full power to issue instructions

with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Stockholder's Subject Shares. None of the Stockholder's Subject Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of the Subject Shares, except as provided in the Voting Agreement and as provided hereunder.

2.4. **Reliance**. The Stockholder has had the opportunity to review the Merger Agreement and this Agreement with counsel of the Stockholder's own choosing. The Stockholder understands and acknowledges that Meerkat is entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

2.5. **Absence of Litigation**. With respect to the Stockholder, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or, to the knowledge of the Stockholder, threatened against, the Stockholder or any of the Stockholder's properties or assets (including the Subject Shares) that could reasonably be expected to prevent, delay or impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF MEERKAT

Meerkat represents and warrants to the Stockholder that:

3.1. **Organization; Authorization**. Meerkat is a corporation duly incorporated under the Laws of the State of Delaware. The consummation of the transactions contemplated hereby are within Meerkat's corporate powers and have been duly authorized by all necessary corporate actions on the part of Meerkat. Meerkat has full power and authority to execute, deliver and perform this Agreement.

3.2. **Binding Agreement**. This Agreement has been duly authorized, executed and delivered by Meerkat and constitutes a valid and binding obligation of Meerkat enforceable against Meerkat in accordance with its terms, subject to the Enforceability Exceptions.

ARTICLE IV
MISCELLANEOUS

4.1. **Notices**. All notices, requests and other communications to either party hereunder shall be in writing (including facsimile transmission) and shall be given, (a) if to Meerkat, in accordance with the provisions of the Merger Agreement and (b) if to the Stockholder, to the Stockholder's address set forth on a signature page hereto, or to such other address as the Stockholder may hereafter specify in writing to Meerkat for such purpose.

4.2. **Termination**. This Agreement shall terminate automatically and become void and of no further force or effect, without any notice or other action by any Person, upon the earlier of (a) the termination of the Merger Agreement in accordance with its terms, (b) the Effective Time and (c) [•], [2] 2018. Upon termination of this Agreement, neither party shall have any further obligations or liabilities under this Agreement; provided, however, that (i) nothing set forth in this Section 4.2 shall relieve either party from liability for any breach of this Agreement prior to termination hereof and (ii) the provisions of this Article IV shall survive any termination of this Agreement.

4.3. **Amendments and Waivers**. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either

[2] ***Note to Draft*** : The date that is nine months from the date of the Merger Agreement.

party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.4. **Binding Effect; Benefit; Assignment**. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as set forth in Section 1.3, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors and assigns. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

4.5. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws. Meerkat and the Stockholder hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court does not have proper jurisdiction, then the Federal court of the U.S. located in the State of Delaware, and appellate courts therefrom, (collectively, the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Delaware Courts and agrees not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum. Each of the parties hereto agrees that service of process may be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service. Service made pursuant to the foregoing shall have the same legal force and effect as if served upon such party personally within the State of Delaware. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

4.6. **Counterparts**. The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, electronic signature, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes. Each party that delivers such a signature page agrees to later deliver an original counterpart to any other party that requests it.

4.7. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to its subject matter.

4.8. **Severability**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Body to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

4.9. **Specific Performance**. The parties hereto agree that Meerkat would be irreparably damaged if for any reason the Stockholder fails to perform any of its obligations under this Agreement and that Meerkat may not have an adequate remedy at law for money damages in such event. Accordingly, Meerkat shall be entitled to

specific performance and injunctive and other equitable relief to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any Delaware Court, in addition to any other remedy to which they are entitled at law or in equity, in each case without posting bond or other security, and without the necessity of proving actual damages.

4.10. **Headings**. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.11. **No Presumption**. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

4.12. **Further Assurances**. Each of the parties hereto will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Law to perform their respective obligations as expressly set forth under this Agreement.

4.13. **Interpretation**. Unless the context otherwise requires, as used in this Agreement: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) words of one gender shall be construed to apply to each gender; and (e) the terms "Article," "Section" and "Schedule" refer to the specified Article, Section or Schedule of or to this Agreement.

4.14. **Capacity as Stockholder**. The Stockholder signs this Agreement solely in the Stockholder 's capacity as a Company stockholder, and not in the Stockholder's capacity as a director, officer or employee of the Company or in the Stockholder's capacity as a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding anything herein to the contrary, nothing herein shall in any way restrict a director or officer of the Company in the exercise of his or her fiduciary duties as a director or officer of the Company or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust, or prevent any director or officer of the Company or any trustee or fiduciary of any employee benefit plan or trust from taking any action in his or her capacity as such director, officer, trustee or fiduciary.

4.15. **Conversion or Exercise**. Nothing contained in this Agreement shall require the Stockholder (or shall entitle any proxy of the Stockholder) to (a) convert, exercise or exchange any option, warrants or convertible securities in order to obtain any underlying Subject Shares or (b) vote, or execute any consent with respect to, any Subject Shares underlying such options, warrants or convertible securities that have not yet been issued as of the applicable record date for that vote or consent.

4.16. **Representations and Warranties**. The representations and warranties contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Closing or the termination of this Agreement.

4.17. **No Agreement Until Executed**. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the parties hereto unless and until (a) the Company Board has approved, for purposes of any applicable anti-takeover laws and regulations, and any applicable provision of the Company's organizational documents, the possible acquisition of the Company by Meerkat pursuant to the Merger Agreement and (b) the Merger Agreement is executed by all parties thereto.

(SIGNATURE PAGES FOLLOW)

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

MIRNA THERAPEUTICS, INC.

By: _____
Name:
Title:

[Signature Page to Synlogic Stockholder Support Agreement]

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

[•]

[Signature Page to Synlogic Stockholder Support Agreement]

Schedule A

Name of Stockholder	No. of Shares of Common Stock	No. of Shares of Preferred Stock	Options to Purchase Common Stock
[•]	[•]	[•]	[•]

Exhibit 2.3

FORM OF SUPPORT AGREEMENT

This **SUPPORT AGREEMENT** (this " Agreement "), dated as of May , 2017, is by and between Synlogic, Inc., a Delaware corporation (the " Company "), and the Person set forth on Schedule A (the " Stockholder ").

WHEREAS , as of the date hereof, the Stockholder is the holder of the number of shares of common stock, par value $0.001 per share (" Common Stock "), of Mirna Therapeutics, Inc., a Delaware corporation (" Meerkat "), and/or options to purchase shares of Common Stock (" Options "), in each case, set forth opposite the Stockholder's name on Schedule A (all such shares of Common Stock set forth on Schedule A , together with any shares of Common Stock or securities convertible into, exchangeable for or that represent the right to receive Common Stock that are hereafter issued to or otherwise acquired or owned by the Stockholder prior to the termination of this Agreement being referred to herein as the " Subject Shares ");

WHEREAS , Meerkat, Meerkat Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of Meerkat (" Merger Sub "), and the Company propose to enter into an Agreement and Plan of Merger and Reorganization, dated as of the date hereof (the " Merger Agreement "), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation (the " Merger "), upon the terms and subject to the conditions set forth in the Merger Agreement (capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement); and

WHEREAS , as a condition to its willingness to enter into the Merger Agreement, the Company has required that the Stockholder, and as an inducement and in consideration therefor, the Stockholder (in the Stockholder's capacity as a holder of Subject Shares) has agreed to, enter into this Agreement.

NOW, THEREFORE , in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
VOTING AGREEMENT; GRANT OF PROXY

The Stockholder hereby covenants and agrees that:

1.1. **Voting of Subject Shares** . The Stockholder agrees that at every meeting of the holders of Common Stock (the " Meerkat Stockholders "), however called, and at every adjournment or postponement thereof (or pursuant to a written consent if the Meerkat Stockholders act by written consent in lieu of a meeting), the Stockholder shall, or shall cause the holder of record on any applicable record date to, be present (in person or by proxy) and to vote the Stockholder's Subject Shares (a) in favor of (i) the approval of the Merger Agreement, (ii) the approval of the Contemplated Transactions, including the issuance of Common Stock pursuant to the Merger Agreement, (iii) if deemed necessary, the adoption of an amendment to Meerkat's certificate of incorporation to effect the Meerkat Reverse Stock Split, (iv) the adoption of an amendment to Meerkat's certificate of incorporation to change the name of Meerkat, (v) any proposal to adjourn or postpone the meeting to a later date, if there are not sufficient votes for the approval of the Merger Agreement and the Contemplated Transactions, including the issuance of Common Stock pursuant to the Merger Agreement on the date on which such meeting is held, and (vi) any other proposal included in the Proxy Statement in connection with, or related to, the consummation of the Merger for which the Meerkat Board has recommended that the Meerkat Stockholders vote in favor; and (b) against any competing Acquisition Proposal with respect to Meerkat.

1.2. **No Inconsistent Arrangements**. Except as expressly permitted or required hereunder or under the Merger Agreement, the Stockholder agrees not to, directly or indirectly, (a) create any Encumbrance other than restrictions imposed by applicable Law or pursuant to this Agreement on any Subject Shares, (b) transfer, sell, assign, gift or otherwise dispose of (collectively, "Transfer"), or enter into any contract with respect to any Transfer of the Subject Shares or any interest therein, (c) grant or permit the grant of any proxy, power of attorney or other authorization in or with respect to the Subject Shares, (d) deposit or permit the deposit of the Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to the Subject Shares or (e) take any action that would make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect, or have the effect of preventing the Stockholder from performing the Stockholder's obligations hereunder. Notwithstanding the foregoing, (x) the Stockholder may make Transfers of the Subject Shares (i) by will, operation of law, or for estate planning or charitable purposes, (ii) to stockholders, corporations, partnerships or other business entities that are direct or indirect affiliates (within the meaning set forth in Rule 405 under the Securities Act), current or former partners (general or limited), members or managers of the Stockholder, as applicable, or to the estates of any such stockholders, affiliates, general or limited partners, members or managers, or to another corporation, partnership, limited liability company or other investment or business entity that controls, is controlled by or is under common control with the Stockholder or (iii) if the Stockholder is a trust, to any beneficiary of the Stockholder or the estate of any such beneficiary; provided that in each such case, the Subject Shares shall continue to be bound by this Agreement and provided that each transferee agrees in writing to be bound by the terms and conditions of this Agreement and either the Stockholder or the transferee provides the Company with a copy of such agreement promptly upon consummation of any such Transfer, (y) with respect to the Stockholder's Meerkat Options which expire on or prior to the termination of this Agreement, the Stockholder may make Transfers of the Subject Shares (i) to Meerkat as payment for the exercise price of the Stockholder's Meerkat Options and (ii) as payment for taxes applicable to the exercise of the Stockholder's Meerkat Options and (z) the Stockholder may take all actions reasonably necessary to consummate the transactions contemplated by the Merger Agreement.

1.3. **Documentation and Information**. The Stockholder shall permit and hereby authorizes the Company and Meerkat to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that the Company or Meerkat reasonably determines to be necessary in connection with the Merger and any transactions contemplated by the Merger Agreement, a copy of this Agreement, the Stockholder's identity and ownership of the Subject Shares and the nature of the Stockholder's commitments and obligations under this Agreement. Meerkat is an intended third-party beneficiary of this Section 1.3.

1.4. **Irrevocable Proxy.** The Stockholder hereby revokes (or agrees to cause to be revoked) any proxies that the Stockholder has heretofore granted with respect to the Subject Shares. The Stockholder hereby irrevocably appoints the Company, and any individual designated in writing by it, as attorney-in-fact and proxy for and on behalf of the Stockholder, for and in the name, place and stead of the Stockholder, to: (a) attend any and all meetings of the Meerkat Stockholders, (b) vote, express consent or dissent or issue instructions to the record holder to vote the Stockholder's Subject Shares in accordance with the provisions of Section 1.1 at any and all meetings of the Meerkat Stockholders or in connection with any action sought to be taken by written consent of the Meerkat Stockholders without a meeting and (c) grant or withhold, or issue instructions to the record holder to grant or withhold, consistent with the provisions of Section 1.1, all written consents with respect to the Subject Shares at any and all meetings of the Meerkat Stockholders or in connection with any action sought to be taken by written consent without a meeting. The Company agrees not to exercise the proxy granted herein for any purpose other than the purposes expressly described in this Agreement. The foregoing proxy shall be deemed to be a proxy coupled with an interest, is irrevocable (and as such shall survive and not be affected by the death, incapacity, mental illness or insanity of the Stockholder, as applicable) until the earlier of (i) [•], [1] 2018 or (ii) termination of the Merger Agreement and shall not be terminated by operation of law or upon the occurrence of any other event other than the termination of this Agreement pursuant to Section 4.2.

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[1] ***Note to Draft*** : The date that is nine months from the date of the Merger Agreement.

The Stockholder authorizes such attorney and proxy to substitute any other Person to act hereunder, to revoke any substitution and to file this proxy and any substitution or revocation with the Secretary of Meerkat. The Stockholder hereby affirms that the proxy set forth in this Section 1.4 is given in connection with and granted in consideration of and as an inducement to the Company to enter into the Merger Agreement and that such proxy is given to secure the obligations of the Stockholder under Section 1.1. The proxy set forth in this Section 1.4 is executed and intended to be irrevocable, subject, however, to its automatic termination upon the termination of this Agreement pursuant to Section 4.2.

1.5. **No Solicitation of Transactions**. Without limiting and subject to the provisions of Section 4.14 hereof, the Stockholder shall not, directly or indirectly, knowingly take any action that Meerkat is prohibited from taking pursuant to Section 4.4 of the Merger Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER

The Stockholder represents and warrants to the Company as of the date hereof that:

2.1. **Authorization; Binding Agreement**. The Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform the Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Stockholder, and constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2. **Ownership of Subject Shares; Total Shares**. The Stockholder is the record or beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of the Stockholder's Subject Shares and has good and marketable title to the Subject Shares free and clear of any Encumbrance (including any restriction on the right to vote or otherwise transfer the Subject Shares), except as (a) provided hereunder, (b) pursuant to any applicable restrictions on transfer under the Securities Act, (c) subject to any risk of forfeiture with respect to any shares of Common Stock granted to the Stockholder under an agreement with or employee benefit plan of Meerkat and (d) with respect to Options, provided pursuant to the terms of the Option and any stock option plan under which such Option was granted. The Subject Shares constitute all of the shares of Common Stock and/or Options owned by the Stockholder as of the date hereof. Except pursuant to this Agreement, no Person has any contractual or other right or obligation to purchase or otherwise acquire any of the Stockholder's Subject Shares.

2.3. **Voting Power**. Except as may be set forth on Schedule A, the Stockholder has full voting power, with respect to the Stockholder's Subject Shares, and full power of disposition, full power to issue instructions with respect to the matters set forth herein and full power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Stockholder's Subject Shares. None of the Stockholder's Subject Shares are subject to any proxy, voting trust or other agreement or arrangement with respect to the voting of the Subject Shares, except as provided hereunder.

2.4. **Reliance**. The Stockholder has had the opportunity to review the Merger Agreement and this Agreement with counsel of the Stockholder's own choosing. The Stockholder understands and acknowledges that the Company is entering into the Merger Agreement in reliance upon the Stockholder's execution, delivery and performance of this Agreement.

2.5. **Absence of Litigation**. With respect to the Stockholder, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or, to the knowledge of the Stockholder, threatened against, the Stockholder or any of the Stockholder's properties or assets (including the Subject Shares) that could reasonably be expected to prevent, delay or impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Stockholder that:

3.1. **Organization; Authorization** . The Company is a corporation duly incorporated under the Laws of the State of Delaware. The consummation of the transactions contemplated hereby are within the Company's corporate powers and have been duly authorized by all necessary corporate actions on the part of the Company. The Company has full power and authority to execute, deliver and perform this Agreement.

3.2. **Binding Agreement** . This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

ARTICLE IV
MISCELLANEOUS

4.1. **Notices** . All notices, requests and other communications to either party hereunder shall be in writing (including facsimile transmission) and shall be given, (a) if to the Company, in accordance with the provisions of the Merger Agreement and (b) if to the Stockholder, to the Stockholder's address set forth on a signature page hereto, or to such other address as the Stockholder may hereafter specify in writing to the Company for such purpose.

4.2. **Termination** . This Agreement shall terminate automatically and become void and of no further force or effect, without any notice or other action by any Person, upon the earlier of (a) the termination of the Merger Agreement in accordance with its terms, (b) the Effective Time and (c) [•], [2] 2018. Upon termination of this Agreement, neither party shall have any further obligations or liabilities under this Agreement; provided, however, that (i) nothing set forth in this Section 4.2 shall relieve either party from liability for any breach of this Agreement prior to termination hereof and (ii) the provisions of this Article IV shall survive any termination of this Agreement.

4.3. **Amendments and Waivers** . Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.4. **Binding Effect; Benefit; Assignment** . The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as set forth in Section 1.3, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors and assigns. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

4.5. **Governing Law; Venue** . This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws. The Company and the Stockholder hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery, or if such court does not have proper jurisdiction, then the Federal court of the U.S. located in the State of Delaware, and appellate courts therefrom, (collectively, the " Delaware Courts ") for

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[2] ***Note to Draft*** : The date that is nine months from the date of the Merger Agreement

any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Delaware Courts and agrees not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum. Each of the parties hereto agrees that service of process may be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service. Service made pursuant to the foregoing shall have the same legal force and effect as if served upon such party personally within the State of Delaware. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

4.6. **Counterparts**. The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, electronic signature, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes. Each party that delivers such a signature page agrees to later deliver an original counterpart to any other party that requests it.

4.7. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to its subject matter.

4.8. **Severability**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Body to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

4.9. **Specific Performance**. The parties hereto agree that the Company would be irreparably damaged if for any reason the Stockholder fails to perform any of its obligations under this Agreement and that the Company may not have an adequate remedy at law for money damages in such event. Accordingly, the Company shall be entitled to specific performance and injunctive and other equitable relief to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any Delaware Court, in addition to any other remedy to which they are entitled at law or in equity, in each case without posting bond or other security, and without the necessity of proving actual damages.

4.10. **Headings**. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.11. **No Presumption**. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

4.12. **Further Assurances**. Each of the parties hereto will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Law to perform their respective obligations as expressly set forth under this Agreement.

4.13. **Interpretation**. Unless the context otherwise requires, as used in this Agreement: (a) "or" is not exclusive; (b) "including" and its variants mean "including, without limitation" and its variants; (c) words defined in the singular have the parallel meaning in the plural and vice versa; (d) words of one gender shall be construed to apply to each gender; and (e) the terms "Article," "Section" and "Schedule" refer to the specified Article, Section or Schedule of or to this Agreement.

4.14. **Capacity as Stockholder**. The Stockholder signs this Agreement solely in the Stockholder's capacity as a Meerkat stockholder, and not in the Stockholder's capacity as a director, officer or employee of Meerkat or in the Stockholder's capacity as a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding anything herein to the contrary, nothing herein shall in any way restrict a director or officer of Meerkat in the exercise of his or her fiduciary duties as a director or officer of Meerkat or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust, or prevent any director or officer of Meerkat or any trustee or fiduciary of any employee benefit plan or trust from taking any action in his or her capacity as such director, officer, trustee or fiduciary.

4.15. **Conversion or Exercise**. Nothing contained in this Agreement shall require the Stockholder (or shall entitle any proxy of the Stockholder) to (a) convert, exercise or exchange any option, warrants or convertible securities in order to obtain any underlying Subject Shares or (b) vote, or execute any consent with respect to, any Subject Shares underlying such options, warrants or convertible securities that have not yet been issued as of the applicable record date for that vote or consent.

4.16. **Representations and Warranties**. The representations and warranties contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Closing or the termination of this Agreement.

4.17. **No Agreement Until Executed**. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the parties hereto unless and until (a) the Meerkat Board has approved, for purposes of any applicable anti-takeover laws and regulations, and any applicable provision of Meerkat's organizational documents, the possible acquisition of the Company by Meerkat pursuant to the Merger Agreement and (b) the Merger Agreement is executed by all parties thereto.

(SIGNATURE PAGES FOLLOW)

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

SYNLOGIC, INC.

By: _____

Name:

Title:

[Signature Page to Meerkat Stockholder Support Agreement]

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

[•]

[Signature Page to Meerkat Stockholder Support Agreement]

Schedule A

Name of Stockholder	No. of Shares of Common Stock	Options to Purchase Common Stock
[•]	[•]	[•]

Exhibit 2.4

FORM OF LOCK-UP AGREEMENT

, 2017

[ ]

Ladies and Gentlemen:

The undersigned signatory of this lock-up agreement (this " ***Lock-Up Agreement*** ") understands that [ ], a Delaware corporation (" ***Meerkat*** ") proposes to enter into an Agreement and Plan of Merger and Reorganization (as the same may be amended from time to time, the " ***Merger Agreement*** ") with Meerkat Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Meerkat (" ***Merger Sub*** "), and Synlogic, Inc., a Delaware corporation (the " ***Company*** "), which provides, among other things, for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation (the " ***Merger*** "), upon the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

As a material inducement to each of the Parties to enter into the Merger Agreement and to consummate the Contemplated Transactions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably agrees that, subject to the exceptions set forth herein, without the prior written consent of the Meerkat, the undersigned will not, during the period commencing upon the Closing and ending on the date that is 180 days after the Closing Date (the " ***Restricted Period*** "):

(i) offer, pledge, sell, contract to sell, sell any option, warrant or contract to purchase, purchase any option, warrant or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Meerkat Common Stock or any securities convertible into or exercisable or exchangeable for Meerkat Common Stock (including without limitation, Meerkat Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the SEC and securities of Meerkat which may be issued upon exercise of a stock option or warrant), in each case, that are currently or hereafter owned of record or beneficially (including holding as a custodian) by the undersigned (collectively, the " ***Undersigned's Shares*** "), or publicly disclose the intention to make any such offer, sale, pledge, grant, transfer or disposition;

(ii) enter into any swap, short sale, hedge or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Undersigned's Shares regardless of whether any such transaction described in clause (i) above or this clause (ii) is to be settled by delivery of Meerkat Common Stock or such other securities, in cash or otherwise; or

(iii) make any demand for or exercise any right with respect to the registration of any shares of Meerkat Common Stock or any security convertible into or exercisable or exchangeable for Meerkat Common Stock.

The restrictions and obligations contemplated by this Lock-Up Agreement shall not apply to:

(a) transfers of the Undersigned's Shares:

(i) if the undersigned is a natural person, (A) to any person related to the undersigned by blood or adoption who is an immediate family member of the undersigned, or by marriage or domestic partnership (a "***Family Member***"), or to a trust formed for the benefit of the undersigned or any of the undersigned's Family Members, (B) to the undersigned's estate, following the death of the undersigned, by will, intestacy or other operation of law, (C) as a bona fide gift to a charitable organization, (D) by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement or (E) to any partnership, corporation or limited liability company which is controlled by the undersigned and/or by any such Family Member(s);

(ii) if the undersigned is a corporation, partnership or other business entity, (A) to another corporation, partnership or other business entity that is an affiliate (as defined under Rule 12b-2 of the Exchange Act) of the undersigned, including investment funds or other entities under common control or management with the undersigned, (B) as a distribution or dividend to equity holders (including, without limitation, general or limited partners and members) of the undersigned (including upon the liquidation and dissolution of the undersigned pursuant to a plan of liquidation approved by the undersigned's equity holders) or (C) as a bona fide gift to a charitable organization; or

(iii) if the undersigned is a trust, to any grantors or beneficiaries of the trust;

provided that, in the case of any transfer or distribution pursuant to this clause (a), such transfer is not for value and each donee, heir, beneficiary or other transferee or distributee shall sign and deliver to Meerkat a lock-up agreement in the form of this Lock-Up Agreement with respect to the shares of Meerkat Common Stock or such other securities that have been so transferred or distributed;

(b) the exercise of an option (including a net or cashless exercise of an option) to purchase shares of Meerkat Common Stock, and any related transfer of shares of Meerkat Common Stock to Meerkat for the purpose of paying the exercise price of such options or any related transfer of shares of Meerkat Common Stock for paying taxes (including estimated taxes) due as a result of the exercise of such options (or the disposition to Meerkat of any shares of restricted stock granted pursuant to the terms of any employee benefit plan or restricted stock purchase agreement); *provided that*, for the avoidance of doubt, the underlying shares of Meerkat Common Stock shall continue to be subject to the restrictions on transfer set forth in this Lock-Up Agreement;

(c) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Meerkat Common Stock; *provided that* such plan does not provide for any transfers of Meerkat Common Stock during the Restricted Period;

(d) transfers by the undersigned of shares of Meerkat Common Stock purchased by the undersigned on the open market following the Closing Date; or

(e) transfers or distributions pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of Meerkat Common Stock involving a change of control of Meerkat (including entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of shares of Meerkat Common Stock (or any security convertible into or exercisable for Meerkat Common Stock), or vote any shares of Meerkat Common Stock in favor of any such transaction or taking any other action in connection with any such transaction), provided that the restrictions set forth in this Lock-Up Agreement shall continue to apply to the Undersigned's Shares should such tender offer, merger, consolidation or other transaction not be completed;

and *provided, further* , that, with respect to each of (a), (b) and (c) above, no filing by any party (including any donor, donee, transferor, transferee, distributor or distributee) under the Exchange Act (other than (i) a filing at any time on a Form 5 or (ii) a filing after the expiration of the Restricted Period on a Schedule 13D or Schedule 13G (or Schedule 13D/A or Schedule 13G/A)), or other public announcement shall be required or shall be made voluntarily in connection with such transfer or disposition during the Restricted Period (other than in respect of a required filing under the Exchange Act in connection with the exercise of an option to purchase Meerkat Common Stock following such individual's termination of service relationship (including service as a director) with Meerkat that would otherwise expire during the Restricted Period, provided that reasonable notice shall be provided to Meerkat prior to any such filing).

Any attempted transfer in violation of this Lock-Up Agreement will be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the transfer restrictions set forth in this Lock-Up Agreement, and will not be recorded on the share register of Meerkat. In furtherance of the foregoing, the undersigned agrees that Meerkat and any duly appointed transfer agent for the registration or transfer of the securities described herein are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement. Meerkat may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents, ledgers or instruments evidencing the undersigned's ownership of Meerkat Common Stock:

> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned acknowledges and agrees that the Company is and shall be a third party beneficiary of this Lock-Up Agreement, including, without limitation, the right to provide written consent and waiver prior to the Closing, and shall be entitled to enforce the terms and provisions of this Lock-Up Agreement to the same extent as if it was initially a party hereto.

In the event that any holder of Meerkat Common Stock or securities convertible into or exercisable or exchangeable for Meerkat Common Stock that is subject to a substantially similar letter agreement entered into by such holder, other than Meerkat or the undersigned, is permitted by Meerkat to sell or otherwise transfer or dispose of shares of Meerkat Common Stock or

securities convertible into or exercisable or exchangeable for Meerkat Common Stock for value other than as permitted by this Lock-Up Agreement or a substantially similar letter agreement entered into by such holder, the same percentage of shares of Meerkat Common Stock or securities convertible into or exercisable or exchangeable for Meerkat Common Stock held by the undersigned shall be immediately and fully released on the same terms from any remaining restrictions set forth herein.

The undersigned understands that if the Merger Agreement is terminated for any reason, or if the Merger is not consummated by [ ] [1], 2018, the undersigned shall automatically be released from all restrictions and obligations under this Lock-Up Agreement. The undersigned understands that Meerkat is proceeding with the Contemplated Transactions in reliance upon this Lock-Up Agreement.

Any and all remedies herein expressly conferred upon Meerkat will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity, and the exercise by Meerkat of any one remedy will not preclude the exercise of any other remedy. The undersigned agrees that irreparable damage would occur to Meerkat in the event that any provision of this Lock-Up Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that Meerkat shall be entitled to an injunction or injunctions to prevent breaches of this Lock-Up Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which Meerkat is entitled at law or in equity, and the undersigned waives any bond, surety or other security that might be required of Meerkat with respect thereto.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

This Lock-Up Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Lock-Up Agreement (in counterparts or otherwise) by Meerkat and the undersigned by facsimile or electronic transmission in .pdf format shall be sufficient to bind such parties to the terms and conditions of this Lock-Up Agreement.

(Signature Page Follows)

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[1] ***Note to Draft*** : The date that is nine months from the date of the Merger Agreement.

Very truly yours,

Print Name of Stockholder : _____

Signature (for individuals):

_____

Signature (for entities):

By: _____
Name: _____
Title: _____

[Signature Page to Lock-up Agreement]

Accepted and Agreed by
[ ]

By _____
Name:
Title:

Exhibit 99.1

MEDIA CONTACT:
Synlogic
Courtney Heath
Phone: 617-872-2462
Email: courtney@scientpr.com

Mirna Therapeutics
Brad Miles
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Email: bmiles@bmccommunications.com

INVESTOR CONTACT:
Synlogic
Christina Tartaglia
Phone: 212-362-1200
Email: christina@sternir.com

Mirna Therapeutics
Alan Fuhrman
Phone: 512-901-0950
Email: afuhrman@mirnarx.com

Synlogic and Mirna Therapeutics Agree to Merger

— Transaction Expected to Advance Synlogic's Innovative Platform for the Discovery and Development of Novel Synthetic Biotic™ Medicines —

— Synlogic Closes $42 Million of Series C Preferred Stock Financing by Leading Biotechnology Investors —

— Combined Company Well-Capitalized with Approximately $82 Million in Cash Expected at Closing from Merger and Series C —

— First Clinical Trial for Lead Synlogic Product Candidate Anticipated to Start Mid-2017 —

— Conference call to be held today at 8:30 AM ET —

Cambridge, Mass and Austin, Texas (Business Wire) May 16, 2017 — Privately held Synlogic, Inc., has entered into a definitive merger agreement with Mirna Therapeutics, Inc. (NASDAQ: MIRN) under which Synlogic will merge with a wholly owned subsidiary of Mirna in an all-stock transaction. The merged company will continue under the Synlogic name and will focus on advancing Synlogic's drug discovery and development platform for Synthetic Biotic medicines, which are designed using synthetic biology to genetically reprogram beneficial microbes to treat metabolic and inflammatory diseases and cancer. Synlogic also recently closed a $42 million Series C preferred stock financing from leading biotechnology investors, including Aju IB Investment, Ally Bridge Group, Arctic Aurora LifeScience, CLI Ventures, Perceptive Advisors, Rock Springs Capital, and other undisclosed new investors. Existing investors, Atlas Venture, Deerfield, New Enterprise Associates (NEA), and OrbiMed also participated in the financing.

“We believe that our Synthetic Biotic medicines are efficient and targeted biologic engines with the potential to have a transformative impact on the treatment of human diseases. While many conventional medicines address one molecular dysfunction, these living medicines have the potential to uniquely and effectively compensate for entire processes or pathways to treat patients with significant unmet medical need,” said Jose Carlos Gutierrez-Ramos, Ph.D., Chief Executive Officer of Synlogic. “This merger and our recently completed Series C financing are projected to provide the capital to progress our two lead metabolic disease programs through patient proof-of-concept studies as well as advance the development of our earlier product candidates.”

By mid-2017, Synlogic plans to initiate a Phase 1 healthy volunteers study for its lead candidate, SYNB1020, which is for the potential treatment of Urea Cycle Disorders (UCD) and hepatic encephalopathy (HE), both diseases where patients experience elevated ammonia levels. Following success in the first study, the company plans to open two parallel studies in symptomatic patients with UCD and HE. The company’s second development candidate SYNB1618 will be studied in Phenylketonuria (PKU), which is caused by defective metabolism of the amino acid phenylalanine.

“Following a thorough review of strategic alternatives, we are delighted to announce this transaction with Synlogic, which we believe is in the best interest of Mirna’s stockholders,” said Paul Lammers, M.D., M.Sc., President and Chief Executive Officer of Mirna. “Synlogic is advancing an exciting potential new class of medicines supported by a strong drug discovery and development platform, an experienced management team and a strong set of investors.”

About the Transaction:

Following the merger, current Synlogic shareholders are expected to own approximately 83 percent of the combined company and the current Mirna stockholders will own approximately 17 percent of the combined company. The exchange ratio is based on Mirna’s expected cash at the time of the close, and the actual allocation will be subject to adjustment based on Mirna’s net cash balance at closing.

The transaction has been approved by the board of directors of both companies. The merger is currently expected to close in the third quarter of 2017, subject to the approval of the stockholders of each company and the satisfaction or waiver of other customary conditions.

Wedbush PacGrow acted as exclusive strategic advisor to Mirna for the reverse merger transaction and Latham & Watkins LLP served as legal counsel to Mirna. Leerink Partners LLC acted as exclusive financial advisor to Synlogic for the reverse merger and as exclusive placement agent for the Series C financing, and Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. served as legal counsel to Synlogic.

Management and Organization:

Following the merger, Jose Carlos Gutierrez-Ramos, Ph.D., Synlogic's Chief Executive Officer will become the chief executive officer of the merged company. The board of directors will be comprised of seven directors, including two directors currently serving on Mirna's board. Upon closing of the transaction, the merged company will operate under the Synlogic name and the company's common stock will trade on the NASDAQ global market under a ticker symbol to be announced at a later date. The corporate headquarters will be located in Cambridge, Massachusetts.

Conference Call and Webcast:

The companies will host a conference call to discuss the proposed transaction as well as Synlogic's platform and pipeline assets on May 16, 2017 at 8:30 AM ET. The live webcast can be accessed on the Events & Presentations page of Mirna's website or by dialing +1-844-815-2882 (U.S.) or + 1-213-660-0926 using the conference ID number 24465241. The conference call will be archived on both the Mirna and Synlogic websites for at least 30 days.

About Synthetic Biotic™ Medicines:

Synlogic's innovative new class of Synthetic Biotic medicines leverages the tools and principles of synthetic biology to genetically reengineer beneficial, probiotic microbes to perform critical functions missing or damaged due to disease. The company's two lead programs target a group of rare metabolic diseases — inborn errors of metabolism (IEM). Patients with these diseases are born with a faulty gene, inhibiting the body's ability to breakdown commonly occurring by-products of digestion that then accumulate to toxic levels and cause serious health consequences. When delivered orally, these medicines can act from the gut to compensate for the dysfunctional metabolic pathway and have a systemic effect. Synthetic Biotic medicines are designed to clear toxic metabolites associated with specific metabolic diseases and promise to significantly improve the quality of life for affected patients.

About Synlogic™

Synlogic™ is pioneering the development of a novel class of living medicines, Synthetic Biotics™, based on its proprietary drug discovery and development platform. Synlogic's initial pipeline includes Synthetic Biotic medicines for the treatment of rare genetic diseases, such as Urea Cycle Disorder (UCD) and Phenylketonuria (PKU). In addition, the company is leveraging the broad potential of its platform to create Synthetic Biotic medicines for the treatment of more common diseases, including liver disease, inflammatory and immune disorders, and cancer. Synlogic is collaborating with AbbVie to develop Synthetic Biotic-based treatments for inflammatory bowel disease (IBD). For more information, please visit synlogictx.com.

About Mirna

Mirna is a biopharmaceutical company that has focused on the development of microRNA-based oncology therapeutics. Mirna's first product candidate, MRX34, the first microRNA mimic to enter clinical development in oncology, was studied as a single agent in a multicenter Phase 1 clinical trial. In September 2016, Mirna voluntarily halted enrollment and dosing in the clinical study following multiple immune-related serious adverse events (SAEs) observed in patients dosed with MRX34 over the course of the trial. Subsequently, the U.S. Food and Drug Administration (FDA) notified the Company that the Investigational New Drug (IND) Application for MRX34 was placed on full clinical hold. The Company has since closed the IND and focused on evaluating strategic alternatives, including the possibility of a merger or sale of the Company.

No Offer or Solicitation:

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No public offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Participants in the Solicitation:

Mirna, Synlogic and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the holders of Mirna common stock in connection with the proposed transaction. Information about Mirna's directors and executive officers is set forth in Mirna's Annual Report on Form 10-K for the period ended December 31, 2016, which was filed with the SEC on March 15, 2017. Other information regarding the interests of such individuals, as well as information regarding Synlogic's directors and executive officers and other persons who may be deemed participants in the proposed transaction, will be set forth in the proxy statement/prospectus, which will be included in Mirna's registration statement when it is filed with the SEC. You may obtain free copies of these documents as described in the paragraph below.

Important Additional Information Will be Filed with the SEC:

In connection with the proposed transaction between Mirna and Synlogic, Mirna intends to file relevant materials with the SEC, including a registration statement that will contain a proxy statement and prospectus. Mirna urges investors and stockholders to read these materials carefully and in their entirety when they become available because they will contain important information about Mirna, the proposed transaction, and related matters. Investors and stockholders will be able to obtain free copies of the proxy statement/prospectus and other documents filed by Mirna with the SEC (when they become available) through the website

maintained by the SEC at www.sec.gov. In addition, investors and shareholders will be able to obtain free copies of the proxy statement/prospectus and other documents filed by Mirna with the SEC by contacting investor relations by mail at Attn: Investor Relations PO Box 163387
Austin, TX 78716 USA. Investors and stockholders are urged to read the proxy statement/prospectus and the other relevant materials when they become available before making any voting or investment decision with respect to the proposed transaction.

Forward-Looking Statements

This press release contains "forward-looking statements" that involve substantial risks and uncertainties for purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, included in this press release regarding strategy, future operations, future financial position, future revenue, projected expenses, prospects, plans and objectives of management are forward-looking statements. In addition, when or if used in this press release, the words "may," "could," "should," "anticipate," "believe," "estimate," "expect," "intend," "plan," "predict" and similar expressions and their variants, as they relate to Mirna, Synlogic or the management of either company, before or after the aforementioned merger, may identify forward-looking statements. Examples of forward-looking statements, include, but are not limited to, statements relating to the timing and completion of the proposed merger; Mirna's continued listing on the NASDAQ Global Market until closing of the proposed merger; the combined company's listing on the NASDAQ Global Market after closing of the proposed merger; expectations regarding the capitalization, resources and ownership structure of the combined company; the approach Synlogic is taking to discover and develop novel therapeutics using synthetic biology; the adequacy of the combined company's capital to support its future operations and its ability to successfully initiate and complete clinical trials; the nature, strategy and focus of the combined company; the difficulty in predicting the time and cost of development of Synlogic's product candidates; the executive and board structure of the combined company; and expectations regarding voting by Mirna's and Synlogic's stockholders. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the transaction are not satisfied, including the failure to timely or at all obtain stockholder approval for the transaction; uncertainties as to the timing of the consummation of the transaction and the ability of each of Mirna and Synlogic to consummate the transaction; risks related to Mirna's ability to correctly estimate its operating expenses and its expenses associated with the transaction; the ability of Mirna or Synlogic to protect their respective intellectual property rights; unexpected costs, charges or expenses resulting from the transaction; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the transaction; and legislative, regulatory, political and economic developments. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors

included in Mirna's Quarterly Report on Form 10-Q filed with the SEC on May 9, 2017. Mirna can give no assurance that the conditions to the transaction will be satisfied. Except as required by applicable law, Mirna undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

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Exhibit 99.2

Dear Friends of Synlogic,

Today we have announced that our company and Mirna Therapeutics have entered into a definitive merger agreement. We have also announced that we have closed a $42 million Series C preferred stock financing by leading biotechnology investors that joined our existing ones. We're excited about the transaction as it will provide a public platform and significant capital to help us advance our innovative platform for the discovery and development of novel Synthetic Biotic™ medicines addressing rare and more common diseases.

The combined company will be called Synlogic, and will be well funded with approximately $82M in cash expected at closing expected from the merger with the Series C. Our first clinical trial for our lead Synlogic product candidate is for the treatment of Urea Cycle Disorders and is anticipated to start mid-2017.

Our company continues to move forward, one step closer to bring Synthetic Biotic Medicines to patients in need. For more details please see the attached press release.

Best and warmest,

JC

JC Gutierrez-Ramos
President and CEO
Synlogic

Forward-Looking Statements

This communication contains "forward-looking statements" that involve substantial risks and uncertainties for purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, included in this communication regarding strategy, future operations, future financial position, future revenue, projected expenses, prospects, plans and objectives of management are forward-looking statements. In addition, when or if used in this communication, the words "may," "could," "should," "anticipate," "believe," "estimate," "expect," "intend," "plan," "predict" and similar expressions and their variants, as they relate to Mirna Therapeutics, Inc. ("Mirna"), Synlogic, Inc. ("Synlogic") or the management of either company, before or after the aforementioned merger, may identify forward-looking statements. Examples of forward-looking statements include, but are not limited to, statements relating to the timing and completion of the proposed merger; Mirna's continued listing on the NASDAQ Global Market until closing of the proposed merger; the combined company's listing on the NASDAQ Global Market after closing of the proposed merger; expectations regarding the capitalization, resources and ownership structure of the combined company; the approach Synlogic is taking to discover and develop novel therapeutics using synthetic biology; the adequacy of the combined company's capital to support its future operations and its ability to successfully initiate and complete clinical trials; the nature, strategy and focus of the combined company; the difficulty in predicting the time and cost of development of Synlogic's product candidates; the executive and board structure of the combined company; and expectations regarding voting by Mirna's and Synlogic's stockholders. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions

to the closing of the transaction are not satisfied, including the failure to timely or at all obtain stockholder approval for the transaction; uncertainties as to the timing of the consummation of the transaction and the ability of each of Mirna and Synlogic to consummate the transaction; risks related to Mirna's ability to correctly estimate its operating expenses and its expenses associated with the transaction; the ability of Mirna or Synlogic to protect their respective intellectual property rights; unexpected costs, charges or expenses resulting from the transaction; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the transaction; and legislative, regulatory, political and economic developments. The foregoing review of important factors that could cause actual events to differ from expectations should not be construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in Mirna's Quarterly Report on Form 10-Q filed with the SEC on May 9, 2017. Mirna can give no assurance that the conditions to the transaction will be satisfied. Except as required by applicable law, Mirna undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

No Offer or Solicitation

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote in any jurisdiction pursuant to the proposed transaction or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the United States Securities Act of 1933, as amended. Subject to certain exceptions to be approved by the relevant regulators or certain facts to be ascertained, the public offer will not be made directly or indirectly, in or into any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction, or by use of the mails or by any means or instrumentality (including without limitation, facsimile transmission, telephone and the internet) of interstate or foreign commerce, or any facility of a national securities exchange, of any such jurisdiction.

Important Additional Information Will be Filed with the SEC

In connection with the proposed transaction between Mirna and Synlogic, Mirna intends to file relevant materials with the SEC, including a registration statement that will contain a proxy statement and prospectus. **MIRNA URGES INVESTORS AND STOCKHOLDERS TO READ THESE MATERIALS CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT MIRNA, THE PROPOSED TRANSACTION AND RELATED MATTERS** . Investors and shareholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by Mirna with the SEC (when they become available) through the website maintained by the SEC at www.sec.gov. In addition, investors and stockholders will be able to obtain free copies of the proxy statement, prospectus and other documents filed by Mirna with the SEC by contacting Investor Relations by mail at Attn: Investor Relations, PO Box 163387, Austin, TX 78716. Investors and stockholders are urged to read the proxy statement, prospectus and the other relevant materials when they become available before making any voting or investment decision with respect to the proposed transaction.

Participants in the Solicitation

Mirna and Synlogic, and each of their respective directors and executive officers and certain of their other members of management and employees, may be deemed to be participants in the solicitation of proxies in connection with the proposed transaction. Information about Mirna's directors and executive officers is included in Mirna's Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on March 15, 2017. Additional information regarding these persons and their interests in the transaction will be included in the proxy statement relating to the transaction when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated below.