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

# FORM 10-Q

**(Mark One)**

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

**For the quarterly period ended June 30, 2025**

**OR**

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

**For the transition period from _____ to _____**

**Commission file number: 001-33277**

# MADRIGAL PHARMACEUTICALS, INC.
**(Exact name of registrant as specified in its charter)**

| **Delaware** | **04-3508648** |
|---|---|
| **(State or other jurisdiction of incorporation or organization)** | **(I.R.S. Employer Identification No.)** |
| **Four Tower Bridge<br>200 Barr Harbor Drive, Suite 200<br>West Conshohocken, Pennsylvania** | |
| **(Address of principal executive offices)** | **19428<br>(Zip Code)** |

**Registrant's telephone number, including area code: (267) 824-2827**

**Former name, former address and former fiscal year, if changed since last report:**

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|---|---|
| **Common Stock, $0.0001 Par Value Per Share** | **MDGL** | **The NASDAQ Stock Market LLC** |

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

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

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

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

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

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

As of August 1, 2025, the registrant had 22,289,014 shares of common stock outstanding.

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## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this "Quarterly Report") includes "forward-looking statements" made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, that are based on our beliefs and assumptions and on information currently available to us, but are subject to factors beyond our control Forward-looking statements: reflect management's current knowledge, assumptions, judgment and expectations regarding future performance or events; include all statements that are not historical facts; and can be identified by terms such as "accelerate," "achieve," "may," "will," "should," "could," "would," "expects," "plans," "anticipates," "goal," "believes," "estimates," "positions," "predictive," "projects," "predicts," "intends," "potential," "continue," "seeks" and similar expressions and the negatives of those terms. In particular, forward-looking statements contained in this Quarterly Report relate to, among other things:

- our ability to successfully commercialize Rezdiffra, our only approved product, in the United States for the treatment of metabolic dysfunction-associated steatohepatitis ("MASH") with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis);
- our ability to obtain and maintain full approval for Rezdiffra from the U.S. Food and Drug Administration (the "FDA"), including our ability to successfully, or in a timely manner, report positive results from either of our outcomes trials, which is required for full approval for Rezdiffra;
- our ability to obtain and maintain regulatory approval to expand Rezdiffra's indication to a broader MASH patient population;
- our expectations regarding the degree of market acceptance of Rezdiffra by physicians, patients, third-party payors and others in the healthcare community, our ability to obtain and maintain adequate reimbursement from government and third-party payors for Rezdiffra or acceptable prices for Rezdiffra and Rezdiffra's potential sector leadership;
- our ability to obtain, at all or in a timely manner, regulatory approvals for Rezdiffra in Europe and our ability to effectively scale our operations in Europe to successfully commercialize Rezdiffra, subject to European Commission approval;
- our possible or assumed future business strategies and plans (including potential ex-U.S. commercial or partnering opportunities) and potential growth opportunities and our ability to acquire or in-license new product candidates and technologies;
- our expectations related to clinical trials, including anticipated timing of receipt of data from our clinical trials, our ability to successfully conduct our current or any future clinical trials necessary for regulatory approval and our ability to delay certain research activities and related clinical expenses as necessary;
- our ability to establish and maintain an effective commercial organization, including sales and marketing representatives, and the ability of third parties on which we rely to manufacture sufficient quantities of Rezdiffra or any other future product candidate for our commercial or clinical needs;
- anticipated or estimated future results, including our future operating performance and financial position, estimates of our expenses and liquidity and our ability to raise additional capital as needed, our ability to achieve or maintain profitability, our ability to comply with the covenants included in our loan facility and our ability to comply with our obligations under our agreements related to Rezdiffra, including our license agreement with Hoffman-La-Roche; and
- the regulation of the healthcare industry, including potential pricing reform, and general economic conditions in the United states, Europe and globally, including the impact of tariffs and inflation, that may affect us, our suppliers, third-party service providers and potential partners.

These forward-looking statements reflect management's current views with respect to future events and with respect to our business and future financial performance, and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Factors that may cause actual results to differ materially from current expectations include, among other things, those described under Part I, Item IA, "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 and Part II, Item 1A, "Risk Factors" in this Quarterly Report and elsewhere in this Quarterly Report. Other sections of this Quarterly Report may include additional factors that could adversely affect our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for management to predict all risk factors, nor can we assess the impact of all risk factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these uncertainties, you should not place undue reliance on these forward-looking

statements. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future. You are advised, however, to consult any further disclosure we make in our reports filed with the U.S. Securities and Exchange Commission.

## PART I—FINANCIAL INFORMATION

**Item 1. Financial Statements.**

**MADRIGAL PHARMACEUTICALS, INC.**
**CONDENSED CONSOLIDATED BALANCE SHEETS**
**(Unaudited; in thousands, except share and per share amounts)**

| | June 30, 2025 | December 31, 2024 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 186,193 | $ 100,019 |
| Restricted cash | 5,000 | 5,000 |
| Marketable securities | 610,831 | 826,232 |
| Trade receivables, net | 79,231 | 53,822 |
| Inventory | 63,497 | 34,068 |
| Prepaid expenses and other current assets | 58,604 | 13,786 |
| Total current assets | 1,003,356 | 1,032,927 |
| Property and equipment, net | 1,615 | 2,190 |
| Intangible assets, net | 4,548 | 4,729 |
| Right-of-use asset | 5,862 | 2,401 |
| Total assets | $ 1,015,381 | $ 1,042,247 |
| **Liabilities and Stockholders' Equity** | | |
| Current liabilities: | | |
| Accounts payable | $ 37,975 | $ 43,599 |
| Accrued liabilities | 157,479 | 124,695 |
| Lease liability | 1,049 | 983 |
| Total current liabilities | 196,503 | 169,277 |
| Long term liabilities: | | |
| Loan payable, net of discount | 118,376 | 117,569 |
| Lease liability | 4,524 | 1,018 |
| Total long term liabilities | 122,900 | 118,587 |
| Total liabilities | 319,403 | 287,864 |
| Stockholders' equity: | | |
| Preferred stock, par value $0.0001 per share authorized: 5,000,000 shares at June 30, 2025 and December 31, 2024; 2,369,797 and 2,369,797 shares issued and outstanding at June 30, 2025 and December 31, 2024, respectively | — | — |
| Common stock, par value $0.0001 per share authorized: 200,000,000 at June 30, 2025 and December 31, 2024; 22,221,116 and 22,004,679 shares issued and outstanding at June 30, 2025 and December 31, 2024, respectively | 2 | 2 |
| Additional paid-in-capital | 2,612,566 | 2,556,095 |
| Accumulated other comprehensive income | 1,111 | 468 |
| Accumulated deficit | (1,917,701) | (1,802,182) |
| Total stockholders' equity | 695,978 | 754,383 |
| Total liabilities and stockholders' equity | $ 1,015,381 | $ 1,042,247 |

See accompanying notes to unaudited condensed consolidated financial statements.

**MADRIGAL PHARMACEUTICALS, INC.**
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**
**(Unaudited; in thousands, except share and per share amounts)**

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| Revenues: | | | | |
| Product revenue, net | $ 212,802 | $ 14,638 | $ 350,052 | $ 14,638 |
| Operating expenses: | | | | |
| Cost of sales | 9,065 | 636 | 13,578 | 636 |
| Research and development | 54,081 | 71,091 | 98,253 | 142,328 |
| Selling, general and administrative | 196,858 | 105,448 | 364,734 | 186,249 |
| Total operating expenses | 260,004 | 177,175 | 476,565 | 329,213 |
| Loss from operations | (47,202) | (162,537) | (126,513) | (314,575) |
| Interest income | 8,227 | 14,222 | 17,597 | 22,556 |
| Interest expense | (3,264) | (3,656) | (6,561) | (7,493) |
| Other expense | (42) | — | (42) | — |
| Net loss | $ (42,281) | $ (151,971) | $ (115,519) | $ (299,512) |
| Net loss per common share: | | | | |
| Basic and diluted net loss per common share | $ (1.90) | $ (7.10) | $ (5.22) | $ (14.47) |
| Basic and diluted weighted average number of common shares outstanding | 22,207,017 | 21,402,646 | 22,149,492 | 20,702,041 |

See accompanying notes to unaudited condensed consolidated financial statements.

**MADRIGAL PHARMACEUTICALS, INC.**
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**
**(Unaudited; in thousands)**

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| Net loss | $ (42,281) | $ (151,971) | $ (115,519) | $ (299,512) |
| Other comprehensive income (loss): | | | | |
| Unrealized loss on available-for-sale securities | (188) | (196) | (299) | (836) |
| Unrealized foreign currency gain | 910 | — | 942 | $ — |
| Comprehensive loss | $ (41,559) | $ (152,167) | $ (114,876) | $ (300,348) |

See accompanying notes to unaudited condensed consolidated financial statements.

**MADRIGAL PHARMACEUTICALS, INC.**
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**
**(Unaudited; in thousands, except share and per share amounts)**

| | Preferred stock | | Common stock | | Additional paid-in Capital | Accumulated other comprehensive income (loss) | Accumulated deficit | Total stockholders' equity |
|---|---|---|---|---|---|---|---|---|
| | Shares | Amount | Shares | Amount | | | | |
| Balance at December 31, 2024 | 2,369,797 | $ — | 22,004,679 | $ 2 | $2,556,095 | $ 468 | $ (1,802,182) | $ 754,383 |
| Issuance of common stock under equity plans | — | — | 183,037 | — | 8,640 | — | — | 8,640 |
| Stock-based compensation expense related to equity-classified awards | — | — | — | — | 20,931 | — | — | 20,931 |
| Unrealized loss on marketable securities and foreign currency | — | — | — | — | — | (79) | — | (79) |
| Net loss | — | — | — | — | — | — | (73,238) | (73,238) |
| Balance at March 31, 2025 | 2,369,797 | $ — | 22,187,716 | $ 2 | $2,585,666 | $ 389 | $ (1,875,420) | $ 710,637 |
| Issuance of common stock under equity plans | — | — | 33,400 | — | 1,741 | — | — | 1,741 |
| Stock-based compensation expense related to equity-classified awards | — | — | — | — | 25,159 | — | — | 25,159 |
| Unrealized loss on marketable securities and foreign currency | — | — | — | — | — | 722 | — | 722 |
| Net loss | — | — | — | — | — | — | (42,281) | (42,281) |
| Balance at June 30, 2025 | 2,369,797 | $ — | 22,221,116 | $ 2 | $2,612,566 | $ 1,111 | $ (1,917,701) | $ 695,978 |
| | | | | | | | | |
| Balance at December 31, 2023 | 2,369,797 | $ — | 19,875,427 | $ 2 | $1,741,153 | $ 468 | $ (1,336,290) | $ 405,333 |
| Issuance of common shares and sale of warrants in equity offerings, excluding to related parties, net of transaction costs | — | — | 750,000 | — | 311,560 | — | — | 311,560 |
| Sale of warrants to related parties in equity offerings, exercise of common stock options, and restricted stock vesting, net of transaction costs | — | — | 59,236 | — | 262,145 | — | — | 262,145 |
| Stock-based compensation expense related to equity-classified awards | — | — | — | — | 19,902 | — | — | 19,902 |
| Unrealized loss on marketable securities | — | — | — | — | — | (640) | — | (640) |
| Net loss | — | — | — | — | — | — | (147,541) | (147,541) |
| Balance at March 31, 2024 | 2,369,797 | $ — | 20,684,663 | $ 2 | $2,334,760 | $ (172) | $ (1,483,831) | $ 850,759 |
| Issuance of common shares in equity offerings, excluding to related parties, net of transaction costs | — | — | 346,153 | — | 85,950 | — | — | 85,950 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Sale of warrants and common shares to related parties and exercise of common stock options, net of transaction costs | — | — | 670,077 | — | 48,174 | — | — | 48,174 |
| Stock-based compensation expense related to equity-classified awards | — | — | — | — | 24,404 | — | — | 24,404 |
| Unrealized loss on marketable securities | — | — | — | — | — | (196) | — | (196) |
| Net loss | — | — | — | — | — | — | (151,971) | (151,971) |
| Balance at June 30, 2024 | 2,369,797 | $ — | 21,700,893 | $ 2 | $2,493,288 | $ (368) | $ (1,635,802) | $ 857,120 |

See accompanying notes to unaudited condensed consolidated financial statements.

**MADRIGAL PHARMACEUTICALS, INC.**
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(Unaudited; in thousands)**

| | Six Months Ended June 30, | |
|---|---|---|
| | 2025 | 2024 |
| Cash flows from operating activities: | | |
| Net loss | $ (115,519) | $ (299,512) |
| Adjustments to reconcile net loss to net cash used in operating activities: | | |
| Stock-based compensation expense | 46,090 | 44,306 |
| Depreciation and amortization expense | 756 | 435 |
| Amortization of debt issuance costs and discount | 807 | 1,127 |
| Amortization and interest accretion related to operating leases | 111 | — |
| Other non-cash items | 942 | — |
| Changes in operating assets and liabilities: | | |
| Trade receivables, net | (25,409) | (6,899) |
| Prepaid expenses and other current assets | (44,818) | (11,813) |
| Inventory | (29,429) | (7,072) |
| Accounts payable | (5,624) | (19,047) |
| Accrued liabilities | 32,784 | 25,631 |
| Accrued interest, net of interest received on maturity of investments | 3,366 | (11,258) |
| Net cash used in operating activities | (135,943) | (284,102) |
| Cash flows from investing activities: | | |
| Purchases of marketable securities | (356,346) | (364,988) |
| Sales and maturities of marketable securities | 568,082 | 346,431 |
| Acquisition of intangible asset | — | (5,000) |
| Purchases of property and equipment, net of disposals | — | (488) |
| Net cash provided by (used in) investing activities | 211,736 | (24,045) |
| Cash flows from financing activities: | | |
| Proceeds from issuances of stock, excluding related parties, net of transaction costs | — | 397,510 |
| Proceeds from related parties - warrants, exercise of common stock options, net of transaction costs | 10,381 | 310,319 |
| Net cash provided by financing activities | 10,381 | 707,829 |
| Net increase in cash, cash equivalents, and restricted cash | 86,174 | 399,682 |
| Cash, cash equivalents, and restricted cash at beginning of period | 105,019 | 99,915 |
| Cash, cash equivalents, and restricted cash at end of period | $ 191,193 | $ 499,597 |
| | | |
| Supplemental disclosure of cash flow information: | | |
| Obtaining a right-of-use asset in exchange for a lease liability | $ 3,982 | $ — |

See accompanying notes to unaudited condensed consolidated financial statements.

**MADRIGAL PHARMACEUTICALS, INC.**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**
**(Unaudited)**

## 1. Organization, Business, and Basis of Presentation

### Organization and Business

Madrigal Pharmaceuticals, Inc. (the "Company" or "Madrigal") is a biopharmaceutical company focused on delivering novel therapeutics for metabolic dysfunction-associated steatohepatitis ("MASH"), a serious liver disease with high unmet medical need that can lead to cirrhosis, liver failure and premature mortality. MASH was previously known as nonalcoholic steatohepatitis ("NASH"). MASH is the leading cause of liver transplantation in women and the second leading cause of all liver transplantation in the United States, and the fastest-growing indication for liver transplantation in Europe. The Company's medication, Rezdiffra (resmetirom), is a once-daily, oral, liver-directed thyroid hormone receptor beta ("THR-β") agonist designed to target key underlying causes of MASH. In March 2024, Rezdiffra became the first and only FDA-approved therapy for patients with MASH and was commercially available in the United States beginning in April 2024. Rezdiffra is indicated in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). The Company is also evaluating Rezdiffra in patients with compensated MASH cirrhosis (consistent with F4c fibrosis) in its MAESTRO MASH OUTCOMES trial, that, if successful, could expand the eligible patient population for Rezdiffra.

### Basis of Presentation

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States ("GAAP") have been condensed or omitted. Accordingly, the unaudited condensed consolidated financial statements do not include all information and footnotes required by GAAP for complete annual financial statements. However, the Company believes that the disclosures included in these financial statements are adequate to make the information presented not misleading. The unaudited condensed consolidated financial statements, in the opinion of management, reflect all adjustments, which include normal recurring adjustments, necessary for a fair statement of such interim results. The interim results are not necessarily indicative of the results that the Company will have for the full year ending December 31, 2025 or any subsequent period. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the notes to those financial statements for the year ended December 31, 2024.

## 2. Summary of Significant Accounting Policies

### Principle of Consolidation

The accompanying unaudited consolidated financial statements have been prepared in conformity with GAAP and include accounts of the Company and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

### Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities, and the reported amounts of revenues and expenses during the reporting periods. The Company bases its estimates on historical experience and various other assumptions that management believes to be reasonable under the circumstances. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

### Revenue Recognition

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606 - Revenue from Contracts with Customers ("ASC 606"). Revenue is recognized at a point in time when the customer obtains control of promised goods or services in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. To determine revenue recognition for arrangements that the Company determines are within the scope of ASC 606, the Company performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligation(s) in

the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligation(s) in the contract; and (v) recognize revenue when (or as) the Company satisfies its performance obligation(s).

**Product Revenue, Net**

On March 14, 2024, the Company announced that the FDA granted accelerated approval of Rezdiffra (resmetirom) in conjunction with diet and exercise for the treatment of adults with MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). The Company enters into agreements with specialty pharmacies and specialty distributors (each a "Customer" and collectively the "Customers") to sell Rezdiffra in the U.S. Revenues from product sales are recognized when the Customer obtains control of the Company's product, which occurs at a point in time, typically upon delivery to the Customer.

Revenue is recorded net of variable consideration, which includes prompt pay discounts, returns, chargebacks, rebates, and co-payment assistance. The variable consideration is estimated based on contractual terms as well as management assumptions. The amount of variable consideration is calculated by using the expected value method, which is the sum of probability-weighted amounts in a range of possible outcomes, or the most likely amount method, which is the single most likely amount in a range of possible outcomes. Estimates are reviewed quarterly and adjusted as necessary.

Accruals are established for gross to net deductions and actual amounts incurred are offset against applicable accruals. The Company reflects these accruals as either a reduction in the related account receivable from the customer or as an accrued liability, depending on the means by which the deduction is settled. Sales deductions are based on management's estimates that involve a substantial degree of judgment.

*Prompt Pay*: Customers receive a prompt pay discount for payments made within a contractually agreed number of days before the due date. The discounts are accounted for as a reduction of the transaction price and recorded as a contra receivable.

*Returns*: The Company records allowances for product returns as a reduction of revenue at the time product sales are recorded. Product returns are estimated based on forecasted sales and historical and industry data. Returns are permitted in accordance with the return of goods policy defined within each customer agreement. A returns reserve is recorded as an accrued liability.

*Chargebacks*: The Company estimates obligations resulting from contractual commitments with the government and other entities to sell products to qualified healthcare providers at prices lower than the list prices charged to the customer who directly purchases from the Company. The customer charges the Company for the difference between what it pays to the Company for the product and the selling price to the qualified healthcare providers, with the difference recorded as a contra receivable.

*Co-Payment Assistance*: Co-payment assistance programs are offered to eligible end-users as price concessions and are recorded as accrued liabilities and a reduction of the transaction price. The Company uses a third-party to administer the co-payment program for pharmacy benefit claims.

*Rebates*: The Company's rebates include amounts paid to pharmacy benefit managers, Medicaid, Medicare, and other rebate programs. Reserves for rebates are recorded in the same period the related product revenue is recognized, resulting in a reduction of product revenues and a current liability that is included in accrued expenses on the consolidated balance sheet. The Company's estimate for rebates is based on statutory or contractual discount rates, expected utilization or an estimated number of patients on treatment, as applicable.

**Trade Receivables, Net**

The Company's trade receivables relate to amounts due from Customers related to product sales and are recorded net of prompt pay discounts and chargebacks. The Company assesses collectability of overdue receivables and those determined to be uncollectible are written-off. As of June 30, 2025, there were no receivables written off.

**Cash and Cash Equivalents**

The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. The Company maintains its cash in bank accounts, the balance of which, at times, exceeds Federal Deposit Insurance Corporation insured limits.

The primary objective of the Company's investment activities is to preserve its capital for the purpose of funding operations and the Company does not enter into investments for trading or speculative purposes. The Company's cash is deposited in highly rated financial institutions predominantly in the United States. The Company invests in money market funds and high-grade, commercial paper and corporate bonds, which management believes are subject to minimal credit and market risk.

**Marketable Securities**

Marketable securities consist of investments in high-grade corporate obligations and government and government agency obligations that are classified as available-for-sale. Since these securities are available to fund current operations, they are classified as current assets on the consolidated balance sheets.

The Company adjusts the cost of available-for-sale debt securities for amortization of premiums and accretion of discounts to maturity. The Company includes such amortization and accretion as a component of interest income, net. Realized gains and losses and declines in value, if any, that the Company judges to be the result of impairment or as a result of recognizing an allowance for credit losses on available-for-sale securities are reported as a component of interest income. To determine whether an impairment exists, the Company considers whether it intends to sell the debt security and, if the Company does not intend to sell the debt security, it considers available evidence to assess whether it is more likely than not that it will be required to sell the security before the recovery of its amortized cost basis. During the six months ended June 30, 2025 and 2024, the Company determined it did not have any securities that were other-than-temporarily impaired.

Marketable securities are stated at fair value, including accrued interest, with their unrealized gains and losses included as a component of accumulated other comprehensive income or loss, which is a separate component of stockholders' equity. The fair value of these securities is based on quoted prices and observable inputs on a recurring basis. Realized gains and losses are determined on the specific identification method. During the six months ended June 30, 2025 and 2024, realized gains and losses on marketable securities were not material.

**Fair Value of Financial Instruments**

The carrying amounts of the Company's financial instruments, which include cash equivalents and marketable securities, approximate their fair values. The fair value of the Company's financial instruments reflects the amounts that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value hierarchy has the following three levels:

Level 1—quoted prices in active markets for identical assets and liabilities.

Level 2—observable inputs other than Level 1 inputs. Examples of Level 2 inputs include quoted prices in active markets for similar assets or liabilities and quoted prices for identical assets or liabilities in markets that are not active.

Level 3—unobservable inputs that reflect the Company's own assumptions about the assumptions market participants would use in pricing the asset or liability.

Financial assets and liabilities are classified in their entirety within the fair value hierarchy based on the lowest level of input that is significant to the fair value measurement. The Company measures the fair value of its marketable securities by taking into consideration valuations obtained from third-party pricing sources. The pricing services utilize industry standard valuation models, including both income and market based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades of and broker-dealer quotes on the same or similar securities, issuer credit spreads, benchmark securities and other observable inputs.

As of June 30, 2025, the Company's financial assets valued based on Level 1 inputs consisted of cash and cash equivalents in a money market fund, its financial assets valued based on Level 2 inputs consisted of high-grade corporate and government agency bonds and commercial paper, and it had no financial assets valued based on Level 3 inputs. During the six months ended June 30, 2025 and 2024, the Company did not have any transfers of financial assets between Levels 1 and 2. As of June 30, 2025 and December 31, 2024, the Company did not have any financial liabilities that were recorded at fair value on a recurring basis on the balance sheet.

**Inventory**

Inventory, which consists of work in process and finished goods, is stated at the lower of cost or estimated net realizable value, using actual cost, based on a first-in, first-out method. The balance sheet classification of inventory as

current or non-current is determined by whether the inventory will be consumed within the Company's normal operating cycle. The Company analyzes its inventory levels quarterly and writes down inventory subject to expiry or in excess of expected requirements, or that has a cost basis in excess of its expected net realizable value. These write downs are charged to cost of sales in the accompanying Consolidated Statements of Income. The Company capitalizes inventory costs when future commercial sale in the ordinary course of business is probable.

The Company considered regulatory approval of its product candidate to be uncertain and product manufactured prior to regulatory approval could not have been sold unless regulatory approval was obtained. As such, the manufacturing costs incurred prior to regulatory approval were not capitalized as inventory, but rather were expensed as incurred as research and development expenses. The Company began capitalizing inventory in March 2024 after FDA approval was granted for Rezdiffra.

**Research and Development Costs**

Research and development costs are expensed as incurred. Research and development costs are comprised of costs incurred in performing research and development activities, including internal costs (including cash compensation and stock-based compensation), costs for consultants, milestone payments under licensing agreements, and other costs associated with the Company's preclinical and clinical programs. In particular, the Company has conducted safety studies in animals, optimized and implemented the manufacturing of its drug, and conducted clinical trials, all of which are considered research and development expenditures. Management uses significant judgment in estimating the amount of research and development costs recognized in each reporting period. Management analyzes and estimates the progress of its clinical trials, completion of milestone events per underlying agreements, invoices received and contracted costs when estimating the research and development costs to accrue in each reporting period. Actual results could differ from the Company's estimates.

**Selling, General and Administrative Expenses**

Selling, general and administrative expenses consist primarily of salaries, benefits and stock-based compensation expenses for employees, management costs, costs associated with obtaining and maintaining our patent portfolio, commercial and marketing activities, advertising, corporate insurance, professional fees for accounting, auditing, consulting and legal services and allocated overhead expenses.

**Leases**

The Company determines if an arrangement is a lease at contract inception. All leases are classified as operating leases. Lease assets represent the right to use an underlying asset for the lease term and lease liabilities represent an obligation to make lease payments arising from the leasing arrangement. Operating lease assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. When an implicit rate is not readily determinable, an incremental borrowing rate is estimated based on information available at commencement. Lease expense is recognized on a straight-line basis over the lease term. Short-term leases of twelve months or less at commencement date are expensed on a straight-line basis over the lease term.

**Patents**

Costs to secure and defend patents are expensed as incurred and are classified as selling, general and administrative expense in the Company's consolidated statements of operations.

**Intangible Assets**

Intangible assets with finite lives are amortized to cost of sales over their estimated useful lives using the straight-line method. Intangible assets are tested for recoverability whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable.

**Stock-Based Compensation**

The Company recognizes stock-based compensation expense based on the grant date fair value of stock options, restricted stock units, and other stock-based compensation awards granted to employees, officers, directors, and consultants. Awards that vest as the recipient provides service are expensed on a straight-line basis over the requisite service period.

The Company uses the Black-Scholes option pricing model to determine the grant date fair value of stock options as management believes it is the most appropriate valuation method for its option grants. The Black-Scholes model requires inputs for risk-free interest rate, dividend yield, volatility and expected lives of the options. The expected lives for options granted represent the period of time that options granted are expected to be outstanding. The Company uses the simplified method for determining the expected lives of options. Expected volatility is based upon an industry estimate or blended rate including the Company's historical trading activity. The risk-free rate for periods within the expected life of the option is based on the U.S. Treasury yield curve in effect at the time of the grant. The Company estimates the forfeiture rate based on historical data. This analysis is re-evaluated at least annually and the forfeiture rate is adjusted as necessary.

For other stock-based compensation awards granted to employees and directors that vest based on market conditions, such as the trading price of the Company's common stock achieving or exceeding certain price targets, the Company uses a Monte Carlo simulation model to estimate the grant date fair value and recognize stock compensation expense over the derived service period. The Monte Carlo simulation model requires key inputs for risk-free interest rate, dividend yield, volatility, and expected life.

The assumptions used in computing the fair value of equity awards reflect the Company's best estimates but involve uncertainties related to market and other conditions. Changes in any of these assumptions may materially affect the fair value of awards granted and the amount of stock-based compensation recognized.

Certain of the employee stock options granted by the Company are structured to qualify as incentive stock options ("ISOs"). Under current tax regulations, the Company does not receive a tax deduction for the issuance, exercise or disposition of ISOs if the employee meets certain holding requirements. If the employee does not meet the holding requirements, a disqualifying disposition occurs, at which time the Company may receive a tax deduction. The Company does not record tax benefits related to ISOs unless and until a disqualifying disposition is reported. In the event of a disqualifying disposition, the entire tax benefit is recorded as a reduction of income tax expense. The Company has not recognized any income tax benefit for its stock-based compensation arrangements due to the fact that the Company does not believe it is more likely than not it will realize the related deferred tax assets.

**Income Taxes**

The Company accounts for income taxes in accordance with FASB ASC 740, "Income Taxes", which prescribes the use of the liability method where deferred tax asset and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company provides a valuation allowance, if necessary, to reduce deferred tax assets to their estimated realizable value if it is more likely than not that a portion or all of the deferred tax assets will not be realized based on the weight of available positive and negative evidence. The Company currently maintains a 100% valuation allowance on its deferred tax assets.

**Comprehensive Income (Loss)**

Comprehensive income (loss) is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. The difference between the Company's net income (loss) and comprehensive income (loss) includes changes in unrealized gains and losses on marketable securities and unrealized foreign currency translation adjustments.

**Basic and Diluted Loss Per Common Share**

Basic net loss per share is computed using the weighted average number of common shares outstanding during the period. Diluted net loss per common share is computed using the weighted average number of common shares outstanding and the weighted average dilutive potential common shares outstanding using the treasury stock method. However, for the six months ended June 30, 2025 and 2024, diluted net loss per share is the same as basic net loss per share because the inclusion of weighted average shares of common stock issuable upon the exercise of stock options and warrants or vesting of restricted stock units, and common stock issuable upon the conversion of preferred stock would be anti-dilutive. The

following table summarizes outstanding securities not included in the computation of diluted net loss per common share, as their inclusion would be anti-dilutive:

| | Outstanding at June 30, | |
|---|---|---|
| | 2025 | 2024 |
| Common stock options | 1,531,682 | 1,772,807 |
| Restricted stock units | 757,263 | 508,947 |
| Performance-based restricted stock units | 308,954 | 235,520 |
| Preferred stock | 2,369,797 | 2,369,797 |
| Warrants | 3,625,244 | 3,625,244 |

**Recent Accounting Pronouncements**

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which enhances the disclosures required for operating segments in the Company's annual and interim consolidated financial statements. The amendments are effective for fiscal years beginning after December 15, 2023, and interim periods beginning after December 15, 2024. The Company adopted ASU 2023-07 for its Annual Report on Form 10-K for the fiscal year ended December 31, 2024 filed with the U.S. Securities and Exchange Commission on February 26, 2025.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"), which enhances the disclosures required for income taxes in the Company's annual consolidated financial statements. The amendments are effective for annual periods beginning after December 15, 2024. Early adoption is permitted. The Company does not expect the adoption of ASU 2023-09 to have a significant impact on its financial statements.

In November 2024, the FASB issued ASU 2024-03, Disaggregation of Income Statement Expenses ("ASU 2024-03"), which applies to all public entities and requires disclosures about specific types of expenses included in the expense captions presented on the face of the income statement as well as disclosures about selling expenses. Public entities must adopt the new standard prospectively for fiscal years beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption and retrospective application are permitted. The Company is currently evaluating the impact of ASU 2024-03 on its financial statements.

**3. Liquidity and Uncertainties**

The Company is subject to risks common to development stage companies and early commercial companies in the biopharmaceutical industry including, but not limited to, uncertainty of product development and commercialization, dependence on key personnel, uncertainty of market acceptance of products and product reimbursement, product liability, uncertain protection of proprietary technology, potential inability to raise additional financing necessary for development and commercialization, and compliance with the FDA and other government regulations.

The Company has incurred losses since inception, including approximately $115.5 million for the six months ended June 30, 2025, resulting in an accumulated deficit of approximately $1,917.7 million as of June 30, 2025. To date, the Company has funded its operations primarily through proceeds from sales of the Company's capital stock and debt financings, and, since April 2024, sales of Rezdiffra. In July 2025, the Company entered into a senior secured credit facility that provides up to $500.0 million. See Note 8 "Long Term Debt" for additional details. In March 2024, the FDA approved Rezdiffra in the U.S. for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). Rezdiffra became commercially available in the U.S. in April 2024. Management expects to incur losses until the Company is able to generate sufficient revenue from Rezdiffra and any other approved products. The Company believes that its cash, cash equivalents and marketable securities at June 30, 2025 will be sufficient to fund operations past one year from the issuance of these financial statements. The Company's future long-term liquidity requirements will be substantial and will depend on many factors, including the Company's ability to effectively commercialize Rezdiffra, the Company's decisions regarding future geographic expansion, the conduct of any future preclinical studies and clinical trials, the Company entering into any strategic transactions, the Company's ability to maintain compliance with the liquidity covenant in the Financing Agreement and potential milestone payments payable pursuant to the CSPC License Agreement. To meet its future capital needs, the Company may need to raise additional capital through debt or equity financings, collaborations, partnerships or other strategic transactions. However, there can be no assurance that the Company will be able to complete any such transactions on acceptable terms or otherwise. The inability of the Company to obtain sufficient funds on acceptable terms when needed, if at all, could have a material adverse effect on the Company's business, results of operations and financial condition. The Company has the ability to

delay certain commercial activities, geographic expansion activities, and certain research activities and related clinical expenses if necessary due to liquidity concerns until a date when those concerns are relieved.

**4. Product Revenue, Net**

The following table summarizes balances and activity for gross to net reserves (in thousands):

| | Chargebacks, Discounts for Prompt Pay and Other Allowances | Rebates, Customer Fees/Credits, Co-Pay Assistance, and Other | Totals |
|---|---|---|---|
| Balance at December 31, 2024 | $ 4,188 | $ 21,703 | $ 25,891 |
| Provision related to sales in the current year | 10,932 | 71,514 | 82,446 |
| Adjustments related to prior year sales | (1,139) | (1,953) | (3,092) |
| Payments and customer credits issued | (9,700) | (43,202) | (52,902) |
| Balance at June 30, 2025 | $ 4,281 | $ 48,062 | $ 52,343 |

**Concentrations of Credit Risk and Significant Customers**

The Company generates revenue from a small number of large, reputable customers. The following customers accounted for over 10% of total gross product revenue during the three and six months ended June 30, 2025 and 2024.

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| Customer A | 34 % | 39 % | 34 % | 39 % |
| Customer B | 23 % | 19 % | 23 % | 19 % |
| Customer C | 15 % | 16 % | 15 % | 16 % |
| Customer D | 12 % | 14 % | 11 % | 14 % |

**5. Cash, Cash Equivalents, Restricted Cash and Marketable Securities**

The Company held restricted cash of $5.0 million as of June 30, 2025 and December 31, 2024 as collateral to its corporate credit card program.

A summary of cash, cash equivalents and available-for-sale marketable securities held by the Company as of June 30, 2025 and December 31, 2024 is as follows (in thousands):

| | June 30, 2025 | | | |
|---|---|---|---|---|
| | Cost | Unrealized gains | Unrealized losses | Fair value |
| Cash (Level 1) | $ 43,348 | $ — | $ — | $ 43,348 |
| Money market funds (Level 1) | 91,599 | — | — | 91,599 |
| U.S. government and government sponsored entities due within 3 months (Level 1) | 3,364 | — | — | 3,364 |
| Corporate debt securities due within 3 months of date of purchase (Level 2) | 52,882 | — | — | 52,882 |
| Total cash, cash equivalents and restricted cash | 191,193 | — | — | 191,193 |
| Marketable securities: | | | | |
| Corporate debt securities due within 1 year of date of purchase (Level 2) | 242,638 | 3 | (44) | 242,597 |
| U.S. government and government sponsored entities due within 1 year of date of purchase (Level 2) | 324,685 | 160 | (57) | 324,788 |
| U.S. government and government sponsored entities due within 1 to 2 years of date of purchase (Level 2) | 38,065 | 95 | — | 38,160 |
| Corporate debt securities due within 1 to 2 years of date of purchase (Level 2) | 5,274 | 12 | — | 5,286 |
| Total cash, cash equivalents, restricted cash and marketable securities | $ 801,855 | $ 270 | $ (101) | $ 802,024 |

| | December 31, 2024 | | | |
|---|---|---|---|---|
| | Cost | Unrealized gains | Unrealized losses | Fair value |
| Cash and cash equivalents: | | | | |
| Cash (Level 1) | $ 24,495 | $ — | $ — | $ 24,495 |
| Money market funds (Level 1) | 65,302 | — | — | 65,302 |
| US government and government sponsored entities (Level 1) | 12,711 | — | — | 12,711 |
| Corporate debt securities due within 3 months of date of purchase (Level 2) | 2,511 | — | — | 2,511 |
| Total cash, cash equivalents and restricted cash | 105,019 | — | — | 105,019 |
| Marketable securities: | | | | |
| Corporate debt securities due within 1 year of date of purchase (Level 2) | 367,950 | 190 | (64) | 368,076 |
| US government and government sponsored entities due within 1 year of date of purchase (Level 2) | 382,793 | 279 | (62) | 383,010 |
| US government and government sponsored entities due within 1 to 2 years of date of purchase (Level 2) | 71,739 | 156 | (25) | 71,870 |
| Corporate debt securities due within 1 to 2 years of date of purchase (Level 2) | 3,282 | — | (6) | 3,276 |
| Total cash, cash equivalents, restricted cash and marketable securities | $ 930,783 | $ 625 | $ (157) | $ 931,251 |

## 6. Inventory

The following table summarizes the Company's inventory balances as of June 30, 2025 and December 31, 2024 (in thousands):

| | June 30, 2025 | December 31, 2024 |
|---|---|---|
| Raw materials | $ — | $ — |
| Work in process | 57,911 | 29,533 |
| Finished goods | 5,586 | 4,535 |
| Total inventory | $ 63,497 | $ 34,068 |

There was no provision for excess inventory recorded as of June 30, 2025 or December 31, 2024.

## 7. Accrued Liabilities

Accrued liabilities as of June 30, 2025 and December 31, 2024 consisted of the following (in thousands):

| | June 30, 2025 | December 31, 2024 |
|---|---|---|
| Contract research organization costs | $ 32,796 | $ 30,250 |
| Other clinical study related costs | 1,184 | 2,161 |
| Manufacturing and drug supply | 25,798 | 9,941 |
| Compensation and benefits | 27,691 | 34,957 |
| Professional fees | 10,979 | 17,512 |
| Gross to net accrued liabilities | 48,062 | 21,703 |
| Other | 10,969 | 8,171 |
| Total accrued liabilities | $ 157,479 | $ 124,695 |

## 8. Long Term Debt

***Hercules Loan Facility***

In May 2022, the Company and its wholly-owned subsidiary, Canticle Pharmaceuticals, Inc. (“Canticle”), entered into the $250.0 million loan facility (the “Hercules Loan Facility”) with the several banks and other financial institutions or entities party thereto (collectively, the “Hercules Lenders”), and Hercules Capital, Inc. (“Hercules”), in its capacity as administrative agent and collateral agent for itself and the Hercules Lenders. Under the terms of the Hercules Loan Facility, the first $50.0 million tranche was drawn at closing. The Company also could draw up to an additional $125.0 million in two separate tranches upon achievement of certain resmetirom clinical and regulatory milestones. A fourth tranche of $75.0 million could have been drawn by the Company, subject to the approval of Hercules. The Hercules Loan Facility had a minimum interest rate of 7.45% and adjusted with changes in the prime rate. The Company was originally scheduled to pay interest-only monthly payments of accrued interest under the Hercules Loan Facility through May 1, 2025, for a period of 36 months. In March 2024, the interest-only period was extended to May 1, 2026, when the Company achieved a milestone when Rezdiffra received FDA approval. The interest-only period was further extended to May 3, 2027, upon the achievement of a revenue milestone, subject to compliance with applicable covenants, that were met as of December 31, 2024. The Hercules Loan Facility was originally set to mature in May 2026, but the maturity date was extended to May 2027 when the Company achieved a milestone upon receipt of FDA approval for Rezdiffra in March 2024. The Hercules Loan Facility was secured by a security interest in substantially all of the Company’s assets, other than intellectual property. It included an end-of-term charge of 5.35% of the aggregate principal amount, which was accounted for in the loan discount. In connection with the first tranche drawn at closing, the Company issued Hercules a warrant to purchase 14,899 shares of Company common stock, which had a Black-Scholes value of $0.6 million.

On February 3, 2023, the Company entered into the First Amendment (the “First Amendment”) to the Hercules Loan Facility (as amended, the “Amended Loan Facility”). Under the Amended Loan Facility, an additional $35.0 million was drawn under a second, expanded, $65.0 million tranche (“Tranche 2”) in February of 2023 following the Company’s achievement of the Phase 3 clinical development milestone. An additional $15.0 million was drawn under Tranche 2 in June of 2023. The remaining $15.0 million available under Tranche 2 was drawn in September of 2023 in accordance with the Amended Loan Facility.

The third tranche ("Tranche 3") of $75.0 million was unchanged by the First Amendment, and such borrowings became available when the Company achieved a milestone with FDA approval for Rezdiffra in March 2024. The Company did not elect to draw Tranche 3 before it expired in June 2024, but subsequently entered into an amendment to extend the availability of these funds in August 2024. Coincident with the expansion of Tranche 2 borrowing capacity by $15.0 million, the First Amendment reduced the fourth tranche under the Hercules Loan Facility ("Tranche 4") by $15.0 million to $60.0 million.

In connection with the $35.0 million drawn under Tranche 2 at the closing of the First Amendment, $15.0 million drawn in June of 2023, and $15.0 million drawn in September 2023, the Company issued to Hercules and its affiliates warrants to purchase an aggregate of 4,555 shares of common stock, which had a Black-Scholes value of $0.9 million. The First Amendment reduced the interest rate under the Amended Loan Facility to the greater of (i) the prime rate as reported in The Wall Street Journal plus 2.45% and (ii) 8.25%.

On August 22, 2024, the Company entered into the Second Amendment (the "Second Amendment") to the Loan Facility (as amended by the First Amendment and the Second Amendment, the "Second Amended Loan Facility"). Under the Second Amended Loan Facility, the Company's borrowing capacity available under Tranche 4 was increased to include the $75.0 million available under Tranche 3 that was not utilized by the Company. After such increase, the Company's borrowing capacity was $135.0 million under Tranche 4, which was available subject to Hercules' sole discretion.

The Hercules Loan Facility included affirmative and restrictive financial covenants which commenced on January 1, 2023, including maintenance of a minimum cash, cash equivalents and liquid funds covenant of $35.0 million, which could decrease in certain circumstances if the Company achieved certain clinical milestones and a revenue milestone. The Hercules Loan Facility also included a revenue-based covenant that could apply commencing at or after the time that financial reporting became due for the quarter ended September 30, 2024, however, the revenue-based covenant would be automatically waived pursuant to the terms of the Hercules Loan Facility at any time in which the Company maintained, as measured monthly, (i) a certain level of cash, cash equivalents and liquid funds relative outstanding debt under the Hercules Loan Facility or (ii) a market capitalization of at least $1.2 billion. The Hercules Loan Facility contained event of default provisions for: the Company's failure to make required payments or maintain compliance with covenants under the Hercules Loan Facility; the Company's breach of certain representations or default under certain obligations outside the Hercules Loan Facility; insolvency, attachment or judgment events affecting the Company; and any circumstance which could reasonably be expected to have a material adverse effect on the Company, provided that, any failure to achieve a clinical milestone or approval milestone under the Hercules Loan Facility did not in and of itself constitute a material adverse effect. The Hercules Loan Facility also included customary covenants associated with a secured loan facility, including covenants concerning financial reporting obligations, and certain limitations on indebtedness, liens (including a negative pledge on intellectual property and other assets), investments, distributions (including dividends), collateral, investments, distributions, transfers, mergers or acquisitions, taxes, corporate changes, and deposit accounts.

As of June 30, 2025, the outstanding principal under the Hercules Loan Facility was $115.0 million. The interest rate as of June 30, 2025 was 9.95%. As of June 30, 2025, the Company was in compliance with all loan covenants and provisions of the Hercules Loan Facility.

On July 17, 2025, the Company used the proceeds of the Initial Term Loan under the Financing Agreement (as defined below) to repay all outstanding obligations under the Hercules Loan Facility, totaling $121.7 million, and upon such repayment, terminated the Hercules Loan Facility. The amount repaid by the Company included $115.0 million of outstanding indebtedness plus accrued and unpaid interest as of the repayment date and exit fees. As a result of the termination, all credit commitments under the Hercules Loan Facility were terminated and all security interests and guarantees executed in connection with the Hercules Loan Facility were released.

Although all outstanding obligations under the Hercules Loan Facility were repaid in full in July 2025, the future minimum payments, including interest and principal, as of June 30, 2025 were as follows (in thousands):

| Period Ending June 30, 2025: | | Amount |
|---|---|---|
| 2025 | $ | 5,817 |
| 2026 | | 11,601 |
| 2027 | | 126,016 |
| | $ | 143,434 |
| Less amount representing interest | | (22,282) |
| Less unamortized discount | | (2,776) |
| Loan payable, net of discount | $ | 118,376 |

***Blue Owl Credit Facility***

On July 17, 2025 (the "Closing Date"), the Company, as the borrower, and Canticle, as a guarantor (the "Guarantor"), entered into a Financing Agreement (the "Financing Agreement") with certain funds managed by Blue Owl Capital Corporation, as the lenders (the "Lenders"), and LSI Financing LLC, as the administrative agent for the Lenders (the "Administrative Agent"). Under the Financing Agreement, the Lenders have committed up to $500.0 million in senior secured credit facilities, consisting of (a) an initial term loan in an aggregate principal amount equal to $350.0 million (the "Initial Term Loan") and (b) delayed draw term loan commitments in an aggregate principal amount not to exceed $150.0 million (the loans thereunder, if any, the "Delayed Draw Term Loans"). In addition, the Financing Agreement includes an uncommitted incremental facility in an aggregate principal amount not to exceed $250.0 million (the loans thereunder, if any, the "Incremental Term Loans", together with the Initial Term Loan and any Delayed Draw Term Loans, collectively the "Term Loans"), subject to the satisfaction of certain terms and conditions set forth in the Financing Agreement. The Initial Term Loan was funded on the Closing Date. Delayed Draw Term Loans are available at the Company's election from time to time after the Closing Date until December 31, 2027. Incremental Term Loans are available at the Company's and the Lenders' mutual consent from time to time after the Closing Date.

Any outstanding principal on the Term Loans will bear interest at a rate per annum on the basis of a 360-day year equal to the sum of (i) the three-month forward-looking term secured overnight financing rate administered by the Federal Reserve Bank of New York (subject to 1.0% per annum floor) plus (ii) 4.75%. Accrued interest is payable quarterly following the funding of the Initial Term Loan on the Closing Date, on any date of prepayment or repayment of the Term Loans and at maturity. The outstanding balance of the Term Loans, if not repaid sooner, shall be due and payable in full on the maturity date thereof. The stated maturity date of the Term Loans is July 17, 2030.

The Company may prepay the Term Loans at any time (in whole or in part) and may be required to make mandatory prepayments upon the occurrence of certain customary prepayment events. In certain instances and during certain time periods, these prepayments will be subject to customary prepayment fees. The amount of any such prepayment fee may vary, but the maximum amount that may be due with any such prepayment would be an amount equal to 3.00% of the Term Loans being prepaid at such time, plus a customary make whole amount.

The Financing Agreement contains affirmative covenants and negative covenants applicable to the Company and its subsidiaries that are customary for financings of this type. The Company and the Guarantors are also required to maintain a minimum unrestricted cash balance of $100.0 million at all times. The Financing Agreement also includes representations, warranties, indemnities and events of default that are customary for financings of this type, including an event of default relating to a change of control of the Company. Upon the occurrence of an event of default, the Lenders may, among other things, accelerate the Company's obligations under the Financing Agreement. The obligations of the Company under the Financing Agreement are and will be guaranteed by certain of the Company's existing and future direct and indirect subsidiaries, subject to certain exceptions (such subsidiaries, collectively, the "Guarantors").

On July 17, 2025, concurrently with the entry into the Financing Agreement, the Company, the Guarantor and the Administrative Agent entered into a Pledge and Security Agreement. As security for the obligations of the Company and the Guarantors, each of the Company and the Guarantors are required to grant to the Administrative Agent, for the benefit of the Lenders and secured parties, a continuing first priority security interest in substantially all of the assets of the Company and the Guarantors (including all equity interests owned or hereafter acquired by the Company and the Guarantors), subject to certain customary exceptions.

## 9. Stockholders' Equity

### Common Stock

Each common stockholder is entitled to one vote for each share of common stock held. The common stock will vote together with all other classes and series of stock of the Company as a single class on all actions to be taken by the Company's stockholders. Each share of common stock is entitled to receive dividends, as and when declared by the Company's Board of Directors (the "Board"). The Company has never declared cash dividends on its common stock and does not expect to do so in the foreseeable future.

### Preferred Stock

The Company's Series A Preferred Stock and Series B Preferred Stock (together, the "Series A and B Preferred Stock") have a par value of $0.0001 per share and are convertible into shares of the Company's common stock at a one-to-one ratio, subject to adjustment as provided in the Certificates of Designation of Preferences, Rights and Limitations of Series A Preferred Stock and Series B Preferred Stock that the Company filed with the Secretary of State of the State of Delaware on June 21, 2017 and December 22, 2022, respectively. The terms of the Series A and B Preferred Stock are set forth in such Certificates of Designation. Each share of the Series A and B Preferred Stock is convertible into shares of common stock following notice that may be given at the holder's option. Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, after the satisfaction in full of the debts of the Company and the payment of any liquidation preference owed to the holders of shares of capital stock of the Company ranking prior to the Series A and B Preferred Stock upon liquidation, the holders of the Series A and B Preferred Stock shall participate pari passu with the holders of the common stock (on an as-if-converted-to-common-stock basis) in the net assets of the Company. Shares of the Series A and B Preferred Stock will generally have no voting rights, except as required by law. Shares of the Series A and B Preferred Stock will be entitled to receive dividends before shares of any other class or series of capital stock of the Company (other than dividends in the form of the common stock) equal to the dividend payable on each share of the common stock, on an as-converted basis.

### 2024 Public Offering

On March 18, 2024, the Company entered into an Underwriting Agreement with Goldman Sachs & Co. LLC, Jefferies LLC, Cowen and Company, LLC, Evercore Group L.L.C. and Piper Sandler & Co, as representatives of the several underwriters named therein (the "2024 Underwriters"), pursuant to which the Company sold to the 2024 Underwriters in an underwritten public offering (the "2024 Offering"): (i) 750,000 shares of common stock at a public offering price of $260.00 per share, (ii) pre-funded warrants (the "2024 Pre-Funded Warrants") to purchase 1,557,692 shares of common stock at a public offering price of $259.9999 per 2024 Pre-Funded Warrant, which represents the per share public offering price for the common stock less a $0.0001 per share exercise price for each such Pre-Funded Warrant, and (iii) a 30-day option for the 2024 Underwriters to purchase up to 346,153 additional shares of common stock at the public offering price of $260.00 per share (the "Underwriters' Option"). The 2024 Offering closed on March 21, 2024. The gross proceeds of the 2024 Offering was $600.0 million, and the Company received net proceeds, after deducting the underwriting discount and commissions and other estimated offering expenses payable by the Company, of approximately $574.0 million.

The Underwriters' Option was later exercised in full, and closed on April 2, 2024. The net proceeds to the Company for the exercise of the Underwriters' Option, after deducting the underwriting discounts and commissions and estimated offering expenses payable by the Company, was approximately $85.9 million.

The Company intends to use the net proceeds from the 2024 Offering for its commercial activities in connection with the launch of Rezdiffra in the United States and for general corporate purposes, including, without limitation, research and development expenditures, ongoing clinical trial expenditures, manufacture and supply of drug substance and drug products, potential ex-U.S. commercialization or partnering opportunities, potential acquisitions or licensing of new technologies, capital expenditures and working capital.

The 2024 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of 2024 Pre-Funded Warrants may not exercise the warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of common stock outstanding immediately after giving effect to such exercise. A holder of 2024 Pre-Funded Warrants may increase or decrease this percentage, but not in excess of 19.99%, by providing at least 61 days prior notice to the Company.

**At-The-Market Issuance Sales Agreements**

In June 2021, the Company entered into an at-the-market sales agreement (the "2021 Sales Agreement") with Cowen and Company, LLC ("Cowen"), pursuant to which the Company could, from time to time, issue and sell shares of its common stock. The 2021 Sales Agreement initially authorized an aggregate offering of up to $200.0 million in shares of the Company's common stock, at the Company's option, through Cowen as its sales agent. Sales of common stock through Cowen could be made by any method that is deemed an "at-the-market" offering as defined in Rule 415 promulgated under the Securities Act of 1933, as amended, including by means of ordinary brokers' transactions at market prices, in block transactions or as otherwise agreed by the Company and Cowen. Subject to the terms and conditions of the 2021 Sales Agreement, Cowen would use commercially reasonable efforts consistent with its normal trading and sales practices to sell the common stock based upon the Company's instructions (including any price, time or size limits or other customary parameters or conditions the Company imposed). In May 2023, the Company and Cowen entered into an amendment to the 2021 Sales Agreement pursuant to which the Company could, from time to time, issue and sell an additional $200.0 million in shares of its common stock. In total, the Company sold 1,334,044 shares of common stock having an aggregate offering price of $225.1 million pursuant to the 2021 Sales Agreement, as amended. The 2021 Sales Agreement, as amended, was terminated in May 2024.

In May 2024, the Company entered into a Sales Agreement (the "2024 Sales Agreement") with Cowen, replacing and superseding the 2021 Sales Agreement, as amended. The Company is authorized to issue and sell up to $300.0 million in shares of the Company's common stock under the 2024 Sales Agreement. The Company sold no shares in the three and six months ended June 30, 2025 under the 2024 Sales Agreement.

**10. Stock-based Compensation**

**2015 Stock Plan**

The Company's 2015 Stock Plan, as amended (the "2015 Stock Plan"), is one of the Company's equity incentive compensation plans through which equity based grants are awarded. The 2015 Stock Plan provides for the grant of incentive stock options, non-statutory stock options, restricted stock, restricted stock units and other stock-based compensation awards to employees, officers, directors, and consultants of the Company. The administration of the 2015 Stock Plan is under the general supervision of the Compensation Committee of the Board. The terms of stock options awarded under the 2015 Stock Plan, in general, are determined by the Compensation Committee, provided the exercise price per share generally shall not be set at less than the fair market value of a share of the common stock on the date of grant and the term shall not be greater than ten years from the date the option is granted. As of June 30, 2025, 629,219 shares were available for future issuance under the 2015 Stock Plan.

**2023 Inducement Plan**

In September 2023, the Company adopted the 2023 Inducement Plan (the "2023 Inducement Plan"), pursuant to which the Company made equity grants to new employees as a material inducement to their employment. The 2023 Inducement Plan was adopted without stockholder approval, pursuant to Nasdaq Listing Rule 5635(c)(4), and was administered by the Compensation Committee of the Board. The 2023 Inducement Plan provided for the granting of non-statutory stock options, restricted stock, restricted stock units, performance stock units and other stock-based compensation awards to new employees, but did not allow for the granting of incentive stock options. The terms of the stock options under the 2023 Inducement Plan, in general, were determined by the Compensation Committee, provided the exercise price per share generally was not to be set at less than the fair market value of a share of the common stock on the date of grant and the term was not to be greater than ten years from the date the option or award is granted. A total of 500,000 shares of the Company's common stock were reserved for issuance under the 2023 Inducement Plan. In June 2025, the Company terminated the 2023 Inducement Plan, and therefore no additional awards may be made from the 2023 Inducement Plan. Any awards outstanding under the 2023 Inducement Plan will continue to be governed by the terms thereof.

**2025 Inducement Plan**

In June 2025, the Company adopted the 2025 Inducement Plan (the "2025 Inducement Plan"), pursuant to which the Company may from time to time make equity grants to new employees as a material inducement to their employment. The 2025 Inducement Plan was adopted without stockholder approval, pursuant to Nasdaq Listing Rule 5635(c)(4), and is administered by the Compensation Committee of the Board. The 2025 Inducement Plan provides for the granting of non-statutory stock options, restricted stock, restricted stock units, performance stock units and other stock-based compensation awards to new employees, but does not allow for the granting of incentive stock options. The terms of the stock options under the 2025 Inducement Plan, in general, are determined by the Compensation Committee, provided the exercise price per share generally shall not be set at less than the fair market value of a share of the common stock on the date of grant

and the term shall not be greater than ten years from the date the option or award is granted. A total of 100,000 shares of the Company's common stock were reserved for issuance under the 2025 Inducement Plan, all of which were available for future issuance as of June 30, 2025.

**Stock Options**

The following table summarizes stock option activity during the six months ended June 30, 2025:

| | Shares | Weighted average exercise price |
|---|---|---|
| Outstanding at December 31, 2024 | 1,528,143 | $ 93.57 |
| Options granted | 127,250 | 331.98 |
| Options exercised | (118,658) | 87.53 |
| Options cancelled | (5,053) | 87.12 |
| Outstanding at June 30, 2025 | 1,531,682 | $ 113.86 |
| Exercisable at June 30, 2025 | 1,186,692 | $ 81.20 |

The total cash received by the Company as a result of stock option exercises was $10.4 million and $49.7 million, respectively, for the six months ended June 30, 2025 and 2024. The total intrinsic value of options exercised was $29.7 million and $121.1 million, respectively, for the six months ended June 30, 2025 and 2024. The weighted-average grant date fair values, based on the Black-Scholes option model, of options granted during the six months ended June 30, 2025 and 2024 were $196.11 and $153.98, respectively.

**Restricted Stock Units**

The Company's 2015 Stock Plan provides for awards of restricted stock units ("RSUs") to employees, officers, directors and consultants to the Company. The Company's Inducement Plan provides for awards of RSUs to new employees. RSUs vest over a period of months or years, or upon the occurrence of certain performance criteria or the attainment of stated goals or events, and are subject to forfeiture if employment or service terminates before vesting.

The following table summarizes RSU activity, excluding performance-based RSUs, during the six months ended June 30, 2025:

| | Shares | Weighted average grant date fair value |
|---|---|---|
| Outstanding at December 31, 2024 | 499,559 | $ 237.07 |
| RSUs granted | 369,937 | 336.68 |
| RSUs vested | (95,758) | 258.88 |
| RSUs forfeited | (16,475) | 279.16 |
| Outstanding at June 30, 2025 | 757,263 | $ 282.05 |

***Performance-Based Restricted Stock Units***

The Company has granted various performance-based restricted stock units ("PSUs") to certain senior personnel. Depending on the terms of the PSUs and the outcome of the pre-established performance criteria, which may include a market and/or performance condition, a recipient may ultimately earn the target number of PSUs granted or a specified multiple thereof at the end of the vesting period.

The following table summarizes PSU activity during the six months ended June 30, 2025:

| | PSUs | Eligible to Earn PSUs | Weighted average grant date fair value |
|---|---|---|---|
| Outstanding PSUs at December 31, 2024 | 92,760 | 235,520 | $ 257.77 |
| PSUs granted | 61,717 | 123,434 | 580.38 |
| PSUs attained | (50,000) | (50,000) | 146.37 |
| PSUs forfeited | — | — | — |
| Outstanding at June 30, 2025 | 104,477 | 308,954 | $ 501.65 |

**Outstanding Awards**

As of June 30, 2025, the Company had restricted stock units, performance stock units, and options outstanding pursuant to which an aggregate of 2,597,899 shares of its common stock may be issued pursuant to the terms of all awards granted under the 2015 Stock Plan and 2023 Inducement Plan. As of June 30, 2025, there were no awards outstanding under the 2025 Inducement Plan.

**Stock-Based Compensation Expense**

Stock-based compensation expense during the three and six months ended June 30, 2025 and 2024 was as follows (in thousands):

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| Stock-based compensation expense by type of award: | | | | |
| Stock options | $ 5,449 | $ 10,027 | $ 10,888 | $ 16,913 |
| Restricted stock units | 14,328 | 9,918 | 26,116 | 18,543 |
| Performance-based restricted stock units | 5,382 | 4,459 | 9,086 | 8,850 |
| Total stock-based compensation expense | $ 25,159 | $ 24,404 | $ 46,090 | $ 44,306 |
| Effect of stock-based compensation expense by line item: | | | | |
| Research and development | $ 5,354 | $ 5,582 | $ 10,569 | $ 11,489 |
| Selling, general and administrative | 19,805 | 18,822 | 35,521 | 32,817 |
| Total stock-based compensation expense included in net loss | $ 25,159 | $ 24,404 | $ 46,090 | $ 44,306 |

Unrecognized stock-based compensation expense as of June 30, 2025 was $247.4 million with a weighted average remaining period of 3.00 years.

**11. Commitments and Contingencies**

The Company has entered into customary contractual arrangements and letters of intent in preparation for and in support of operations in the normal course of business. As of June 30, 2025, the Company had approximately $71.2 million of obligations under these agreements related to active pharmaceutical ingredient, which is expected to be paid through March 2027.

The Company has a Research, Development and Commercialization Agreement with Hoffmann-La Roche ("Roche") which grants the Company a sole and exclusive license to develop, use, sell, offer for sale and import any Licensed Product as defined by the agreement.

The agreement requires future milestone payments to Roche. In March 2024, upon receiving FDA approval of Rezdiffra, a milestone was achieved and $5.0 million became due to Roche. Remaining milestones under the agreement total $3.0 million and are payable upon the Company achieving specified objectives related to future regulatory approval in Europe of resmetirom or a product developed from resmetirom. Furthermore, a tiered single-digit royalty is payable on net sales of resmetirom or a product developed from resmetirom, subject to certain reductions. The Company began accruing for royalty payments following its commercial launch of Rezdiffra in April 2024.

In 2019, the Company entered into an operating lease for office space located in West Conshohocken, Pennsylvania (the "Office Lease"), which was amended by four amendments entered into from 2019 to May 2023. In August 2023, the Company entered into the Fifth Amendment to the Office Lease (the "Fifth Lease Amendment"). The Fifth Lease Amendment extended the term of the Office Lease through November 2026. As a result of the Fifth Lease Amendment, an incremental $1.6 million right-of-use asset and lease liabilities were recorded during the year ended December 31, 2023.

In April 2024 and May 2024, the Company entered into the Sixth Amendment and the Seventh Amendment to the Office Lease, respectively, leasing additional office space in the same premises under the Office Lease. The lease for the additional office space commenced in September 2024 and resulted in an incremental $1.2 million right-of-use asset and lease liability being recorded. In August 2024, the Company entered into the Eighth (the "Eighth Lease Amendment") and in October 2024, the Company entered into the Ninth Amendment (the "Ninth Lease Amendment") to the Office Lease further expanding the amount of office space in the same premises. The lease for the additional office space under the Eighth Lease Amendment and the Ninth Lease Amendment commenced in December 2024 and resulted in an incremental $0.2 million right-of-use asset and lease liability recorded.

In April 2025, the Company entered into an operating lease for additional office space in West Conshohocken, Pennsylvania. The lease commenced in May 2025 and resulted in a $4.0 million right-of-use asset and lease liability.

**12. Segment Information**

The Company operates as one reportable segment focused on delivering novel therapeutics for MASH. The Company's Chief Executive Officer, as the chief operating decision maker ("CODM"), leads the Company in support of four core values—focus on the patient, having an owner mindset, the relentless pursuit of innovation and commitment to collaboration. To best align the Company with these values, the CODM reviews consolidated financials, along with qualitative information, to evaluate performance, manage and allocate resources, make operating decisions, and assess planning and forecasting on a total company basis. Assets, liabilities and equity are reviewed and presented on the same level as the Company's consolidated balance sheet.

Management does not segment business operations for internal reporting or decision making purposes. As the Company has a single reporting segment, the segment accounting policies are the same as those at the Company level, as described in Note 2 "Summary of Significant Accounting Policies." As of June 30, 2025, the Company did not have revenue or material assets outside of the U.S.

The following table presents net income reported at the segment measure of profit and loss:

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|---|---|---|---|---|
| | 2025 | 2024 | 2025 | 2024 |
| Product revenue, net | $ 212,802 | $ 14,638 | $ 350,052 | $ 14,638 |
| Cost of sales | (9,065) | (636) | (13,578) | (636 |
| Research and development - personnel and internal expense | (15,002) | (17,295) | (30,024) | (34,011 |
| Research and development - external expense | (39,079) | (53,796) | (68,229) | (108,317 |
| Selling, general and administrative | (196,858) | (105,448) | (364,734) | (186,249 |
| Other segment income (expense)[1] | 4,921 | 10,566 | 10,994 | 15,063 |
| Net loss | $ (42,281) | $ (151,971) | $ (115,519) | $ (299,512 |

[1] Other segment income (expense) includes interest income and interest expense.

**13. Subsequent Events**

On July 17, 2025, the Company entered into the Financing Agreement and used a portion of the proceeds from the Initial Term Loan thereunder to repay all outstanding indebtedness, accrued and unpaid interest and exit fees under the

Hercules Loan Facility. See Note 8 “Long Term Debt” for additional information regarding the Hercules Loan Facility and the Financing Agreement.

In July 2025, the Company entered into an exclusive global license agreement (the “CSPC License Agreement”) with CSPC Pharmaceutical Group Limited (“CSPC”) for SYH2086, a preclinical oral small molecule glucagon-like peptide-1 (GLP-1) receptor agonist. Pursuant to the CSPC License Agreement, CSPC has granted the Company an exclusive global license to develop, manufacture, and commercialize SYH2086. The transaction is expected to close in the fourth quarter of 2025, subject to applicable regulatory clearance. Following closing, CSPC will receive from the Company an upfront payment of $120.0 million and is eligible to receive up to $2.0 billion in milestone payments if certain development, regulatory and commercial milestones are achieved, as well as royalties on net sales. The Company expects to initiate clinical development of SYH2086 in the first half of 2026.

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

*The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read together with our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q and our audited financial statements and accompanying notes for the year ended December 31, 2024 and the related Management's Discussion and Analysis of Financial Condition and Results of Operations, both of which are included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.*

### About Madrigal Pharmaceuticals, Inc.

We are a biopharmaceutical company focused on delivering novel therapeutics for metabolic dysfunction-associated steatohepatitis ("MASH"), a serious liver disease with high unmet medical need that can lead to cirrhosis, liver failure and premature mortality. MASH was previously known as nonalcoholic steatohepatitis ("NASH"). MASH is the leading cause of liver transplantation in women and the second leading cause of all liver transplantation in the United States, and the fastest-growing indication for liver transplantation in Europe. Our medication, Rezdiffra (resmetirom), is a once-daily, oral, liver-directed thyroid hormone receptor beta ("THR-β") agonist designed to target key underlying causes of MASH. In March 2024, Rezdiffra became the first and only therapy approved by the FDA for patients with MASH and was commercially available in the United States beginning in April 2024. Rezdiffra is indicated in conjunction with diet and exercise for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). We are also evaluating Rezdiffra in patients with compensated MASH cirrhosis (consistent with F4c fibrosis) in our MAESTRO MASH OUTCOMES trial, that, if successful, could expand the eligible patient population for Rezdiffra.

The FDA's accelerated approval and Rezdiffra's approved prescribing information was supported by 52-week data from our Phase 3 MAESTRO-NASH trial in which both 100 mg and 80 mg doses of Rezdiffra demonstrated statistically significant improvement compared to placebo on (i) MASH resolution with no worsening of fibrosis and (ii) an improvement in fibrosis by at least one stage with no worsening of the nonalcoholic fatty liver disease ("NAFLD") activity score. As part of the post-marketing commitments agreed to with the FDA, MAESTRO-NASH remains ongoing as an outcomes trial where we are generating confirmatory outcomes data to 54-months that, if positive, is expected to verify a clinical benefit and support the full approval of Rezdiffra to treat noncirrhotic MASH. In addition, full approval of Rezdiffra to treat noncirrhotic MASH could also be based on results from our Phase 3 MAESTRO-NASH OUTCOMES trial. In this trial, we are assessing progression to liver decompensation events in patients with compensated MASH cirrhosis treated with Rezdiffra versus placebo. A positive outcome in this trial is also expected to support the full approval of Rezdiffra for noncirrhotic MASH, and expand the eligible patient population for Rezdiffra with an additional indication in patients with compensated MASH cirrhosis.

*MASH Disease State Overview.* MASH is a more advanced form of metabolic dysfunction-associated fatty liver disease ("MASLD"). MASLD has become the most common liver disease in the United States and other developed countries and is characterized by an accumulation of fat in the liver with no other apparent causes. MASH can progress to cirrhosis or liver failure, can require liver transplantation and can also result in liver cancer. Patients with MASH, especially those with more advanced metabolic risk factors (hypertension, concomitant type 2 diabetes), are at increased risk for adverse cardiovascular events and increased morbidity and mortality. In addition, MASH patients with moderate to advanced fibrosis (consistent with fibrosis stages F2 and F3) have a 10-to-17 times higher risk of liver-related mortality. Patients with compensated MASH cirrhosis (consistent with F4c fibrosis) have a 42-times higher risk of liver-related mortality.

*Our Patient Focus*. Based on published epidemiology data and an analysis of medical claims using ICD-10 disease diagnosis codes, we estimate that approximately 1.5 million patients have been diagnosed with MASH in the United States, of which approximately 525,000 have MASH with moderate to advanced fibrosis. We estimate that approximately 315,000 diagnosed patients with MASH with moderate to advanced fibrosis are under the care of approximately 14,000 specialist prescribers which we are targeting during the commercial launch of Rezdiffra. Over time, as disease awareness improves and disease prevalence increases, we expect the number of identified MASH patients with moderate to advanced fibrosis eligible for treatment to grow. In addition, an estimated 245,000 patients with compensated MASH cirrhosis (consistent with F4c fibrosis) are currently under the care of liver specialists in the U.S.

Given that Rezdiffra is a first-in-disease launch, we continue to focus our efforts on educating healthcare providers and patients on the risks of MASH and the potential clinical benefits and appropriate use of Rezdiffra. We are also supporting the creation of care pathways for patients at physician offices, driving breadth and depth of Rezdiffra prescribers and engaging with payors to support patient access to therapy.

We also expect to directly commercialize resmetirom in Europe, pending regulatory approval. In June 2025, we received a positive opinion from the Committee for Medicinal Products for Human Use ("CHMP") of the European Medicines Agency recommending approval of resmetirom for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis. We expect to receive a decision regarding the grant of Conditional Marketing

Authorization by the European Commission in August 2025. In the event of a positive decision, we expect to launch Rezdiffra in Europe on a country-by-country basis, commencing with Germany in the second half of 2025.

*Corporate Development*: We plan to selectively in-license or acquire rights to programs at all stages of development to take advantage of our drug development and commercial capabilities. With a goal of building a well-balanced and diversified portfolio, we assess a variety of factors for potential product candidates and technologies. Our criteria for possible acquisition or in-licensing opportunities include the rationale for addressing the targeted disease, likelihood of regulatory approval, commercial viability, intellectual property protection, prospects for favorable pricing and reimbursement and competition. We intend to be opportunistic in our business development activities to achieve our long-term strategic goals.

**Key Developments**

In August 2025, we announced that Daniel Brennan was appointed to our Board of Directors. Mr. Brennan most recently served as Executive Vice President and Chief Financial Officer of Boston Scientific Corporation ("Boston Scientific"). At Boston Scientific, Mr. Brennan was responsible for several company functions, including global controllership, global internal audit, corporate finance, treasury, corporate tax, investor relations, and corporate business development. Prior to that, he was the company's Senior Vice President and Corporate Controller and held other roles of increasing responsibility within finance. Mr. Brennan has served on the board of directors of Waters Corporation, a publicly listed company focused on the development of analytical instruments and software, since November 2022. Mr. Brennan previously served on the board of directors of Nuance Corporation, a publicly listed company, from 2018 until its acquisition by Microsoft in 2022. He holds a B.S. in Finance and Investments and an M.B.A from Babson College and is also a certified public accountant.

In July 2025, we entered into an exclusive global license agreement (the "CSPC License Agreement") with CSPC Pharmaceutical Group Limited ("CSPC") for SYH2086, a preclinical oral small molecule glucagon-like peptide-1 (GLP-1) receptor agonist. Pursuant to the CSPC License Agreement, CSPC has granted us an exclusive global license to develop, manufacture, and commercialize SYH2086. The transaction is expected to close in the fourth quarter of 2025, subject to applicable regulatory clearance. Following closing, CSPC will receive an upfront payment of $120.0 million and is eligible to receive up to $2.0 billion in milestone payments if certain development, regulatory and commercial milestones are achieved, as well as royalties on net sales. We expect to initiate clinical development of SYH2086 in the first half of 2026.

In July 2025, we, as the borrower, and our wholly owned subsidiary Canticle Pharmaceuticals, Inc. ("Canticle"), as a guarantor, entered into a Financing Agreement (the "Financing Agreement") with certain funds managed by Blue Owl Capital Corporation, as the lenders (the "Lenders"), and LSI Financing LLC as the administrative agent for the Lenders. Under the Financing Agreement, the Lenders have agreed to commit up to $500.0 million in senior secured credit facilities, consisting of (a) an initial term loan in an aggregate principal amount equal to $350.0 million (the "Initial Term Loan") and (b) delayed draw term loans in an aggregate principal amount not to exceed $150.0 million (the "Delayed Draw Term Loans"). In addition, the Financing Agreement includes an uncommitted incremental facility in an aggregate principal amount not to exceed $250.0 million (the "Incremental Term Loans"), subject to the satisfaction of certain terms and conditions set forth in the Financing Agreement. The Initial Term Loan was funded on July 17, 2025. Delayed Draw Term Loans are available at our election from time to time until December 31, 2027. Incremental Term Loans are available at our and the Lenders' mutual consent from time to time.

In July 2025, we announced that we received a Notice of Allowance from the U.S. Patent and Trademark Office for a new U.S. patent covering the FDA-approved use of Rezdiffra. The patent, which was issued on August 5, 2025, includes claims directed to Rezdiffra's commercial weight-threshold dosing regimen as prescribed in the FDA-approved label. The U.S. patent provides protection to February 2045 and will be listed in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations, commonly known as the Orange Book.

In June 2025, we announced that the CHMP adopted a positive opinion recommending approval of resmetirom for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis. The European Commission decision regarding marketing authorization is anticipated in August 2025.

In May 2025, we announced positive two-year results from the open-label compensated MASH cirrhosis (F4c) arm of the Phase 3 MAESTRO-NAFLD-1 trial of Rezdiffra. Patients (n=122) in the trial achieved significant improvements from baseline in liver stiffness, liver fat, fibrosis biomarkers, liver volume and risk scores for clinically significant portal hypertension (CSPH). The trial results were presented in a late-breaking oral abstract at the European Association for the Study of the Liver (EASL) Congress.

In April 2025, we announced that David Soergel, M.D. was appointed as our Executive Vice President and Chief Medical Officer. Dr. Soergel previously served as Executive Vice President and Global Head of Cardiovascular, Renal and

Metabolism Development at Novartis. Rebecca Taub, M.D., our Chief Medical Officer and President of Research & Development transitioned to the role of Senior Scientific and Medical Advisor.

**Basis of Presentation**

***Product Revenue, Net***

In March 2024, the FDA approved Rezdiffra for the treatment of noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). Rezdiffra is a once-daily, oral, liver-directed, THR-ß agonist designed to target key underlying causes of MASH. We began generating revenue from sales of Rezdiffra in the United States in April 2024. Revenue is recorded net of variable consideration, which includes prompt pay discounts, returns, chargebacks, rebates, and co-payment assistance.

***Cost of Sales***

Cost of sales includes the cost of manufacturing and distribution of inventory related to sales of Rezdiffra. We expect cost of sales to increase in the future, as manufacturing costs incurred prior to regulatory approval were expensed to research and development rather than capitalized as inventory, as approval was considered uncertain.

***Research and Development Expenses***

Research and development expenses primarily consist of costs associated with our research activities, including the clinical development of our product candidates. We expense our research and development expenses as incurred. We contract with clinical research organizations to manage our clinical trials under agreed upon budgets for each trial, with oversight by our clinical program managers. We account for nonrefundable advance payments for goods and services that will be used in future research and development activities as expenses when the service has been performed or when the goods have been received. Manufacturing expense includes costs associated with drug formulation development and clinical drug production. We do not track employee and facility related research and development costs by project, as we typically use our employee and infrastructure resources across multiple research and development programs. We believe that the allocation of such costs would be arbitrary and not be meaningful.

Our research and development expenses consist primarily of:

- salaries and related expense, including stock-based compensation;
- external expenses paid to clinical trial sites, contract research organizations, laboratories, database software and consultants that conduct clinical trials;
- expenses related to development and the production of clinical trial supplies, including fees paid to contract manufacturers;
- expenses related to compliance with drug development regulatory requirements; and
- other allocated expenses, which include direct and allocated expenses for depreciation of equipment and other supplies.

We expect to continue to incur substantial expenses related to our development activities for the foreseeable future as we conduct our clinical trial programs, manufacturing and toxicology studies. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later stage clinical trials, additional drug manufacturing requirements, and later stage toxicology studies such as carcinogenicity studies. The process of conducting clinical trials necessary to obtain regulatory approval is costly and time consuming. The probability of success for each product candidate is affected by numerous factors, including preclinical data, clinical data, competition, manufacturing capability and commercial viability.

Completion dates and costs for our clinical development programs as well as our research program can vary significantly for any future product candidate and are difficult to predict. As a result, we cannot estimate with any degree of certainty the costs we will incur in connection with the development of our product candidates at this point in time. We expect that we will make determinations as to which programs and product candidates to pursue and how much funding to direct to each program and product candidate on an ongoing basis in response to the scientific success of research, results of ongoing and future clinical trials, potential collaborative agreements with respect to programs or potential product candidates and ongoing assessments as to each product candidate’s commercial potential.

***Selling, General and Administrative Expenses***

Selling, general and administrative expenses consist primarily of salaries, benefits and stock-based compensation expenses for employees, management costs, costs associated with commercial activities, costs associated with obtaining and maintaining our patent portfolio, commercial and marketing activities, corporate insurance, professional fees for accounting, auditing, consulting and legal services, and allocated overhead expenses.

We expect that our selling, general and administrative expenses will increase in the future as we expand our operating activities, continue commercialization efforts, including extending operations into new geographies (if approved), maintain and expand our patent portfolio and incur additional costs associated with being a public company and maintaining compliance with exchange listing and U.S. Securities and Exchange Commission ("SEC") requirements.

***Interest Income***

Interest income consists primarily of interest and dividend income earned on cash equivalents and marketable securities.

***Interest Expense***

Interest expense consists primarily of interest accrued on principal balances that were outstanding under our loan facility (the "Hercules Loan Facility") with Hercules Capital, Inc. ("Hercules").

**Critical Accounting Policies and Estimates**

Our management's discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amount of assets, liabilities, revenue, and expenses and the disclosure of contingent assets and liabilities as of the date of the financial statements. On an ongoing basis, we evaluate our estimates and judgments, including those related to gross to net expenses, inventory valuation, accrued research and development expenses and stock-based compensation expenses. We base our estimates on historical experience, known trends and events, and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from these estimates under different assumptions or conditions. There have been no material changes in our critical accounting policies and significant judgments and estimates as compared to those disclosed in "Part II, Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 filed with the SEC on February 26, 2025. Refer to Note 2 to the unaudited condensed consolidated financial statements in this Quarterly Report on Form 10-Q for details of accounting policies over revenue and inventory.

**Results of Operations**

***Three Months Ended June 30, 2025 and 2024***

The following table provides comparative unaudited results of operations for the three months ended June 30, 2025 and 2024 (in thousands):

| | Three Months Ended June 30, | | Increase / (Decrease) | |
|---|---|---|---|---|
| | 2025 | 2024 | $ | % |
| Product revenue, net | $ 212,802 | $ 14,638 | $ 198,164 | 1354 % |
| Operating expenses: | | | | |
| Cost of sales | 9,065 | 636 | 8,429 | 1325 % |
| Research and development | 54,081 | 71,091 | (17,010) | (24)% |
| Selling, general and administrative | 196,858 | 105,448 | 91,410 | 87 % |
| Total operating expenses | 260,004 | 177,175 | 82,829 | 47 % |
| Loss from operations | (47,202) | (162,537) | 115,335 | (71)% |
| Interest income | 8,227 | 14,222 | (5,995) | (42)% |
| Interest expense | (3,264) | (3,656) | 392 | (11)% |
| Other expense | (42) | — | (42) | 100 % |
| Net loss | $ (42,281) | $ (151,971) | $ 109,690 | (72)% |

*Revenue*

We recorded $212.8 million of product revenue, net for the three months ended June 30, 2025, compared to $14.6 million in the corresponding period in 2024. The increase is due to increased demand for Rezdiffra in 2025.

*Cost of Sales*

Cost of sales were incurred as a result of sales of Rezdiffra. For the three months ended June 30, 2025, we recorded $9.1 million of cost of sales compared to $0.6 million in the corresponding period in 2024.

*Research and Development Expenses*

The following table represents our research and development expenses for the three months ended June 30, 2025 and 2024 (in thousands):

| | Three Months Ended June 30, | | Increase / Decrease | |
|---|---|---|---|---|
| | 2025 | 2024 | $ | % |
| Personnel and Internal Expense | $ 15,002 | $ 17,295 | $ (2,293) | (13)% |
| External Expense | 39,079 | 53,796 | (14,717) | (27)% |
| Total | $ 54,081 | $ 71,091 | $ (17,010) | (24)% |

Our research and development expenses were $54.1 million for the three months ended June 30, 2025, compared to $71.1 million in the corresponding period in 2024. Research and development expenses decreased by $17.0 million in the 2025 period primarily due to a reduction in expenses related to clinical trials.

*Selling, General and Administrative Expenses*

Our selling, general and administrative expenses were $196.9 million for the three months ended June 30, 2025, compared to $105.4 million in the corresponding period in 2024. Selling, general and administrative expenses increased by $91.4 million in the 2025 period, primarily due to an increase in commercial activities for Rezdiffra, including a corresponding increase in headcount to support our commercialization efforts.

*Interest Income*

Our net interest income was $8.2 million for the three months ended June 30, 2025, compared to $14.2 million in the corresponding period in 2024. The decrease in interest income was primarily due to lower cash balances compared to the corresponding period in 2024.

*Interest Expense*

Our interest expense was $3.3 million for the three months ended June 30, 2025, compared to $3.7 million in the corresponding period in 2024. The decrease of $0.4 million was primarily the result of lower interest rates in 2025.

***Six Months Ended June 30, 2025 and 2024***

| | Six Months Ended June 30, | | Increase / (Decrease) | |
|---|---|---|---|---|
| | 2025 | 2024 | $ | % |
| Product revenue, net | $ 350,052 | $ 14,638 | $ 335,414 | 2291 % |
| Operating expenses: | | | | |
| Cost of sales | 13,578 | 636 | 12,942 | 2035 % |
| Research and development | 98,253 | 142,328 | (44,075) | (31)% |
| Selling, general and administrative | 364,734 | 186,249 | 178,485 | 96 % |
| Total operating expenses | 476,565 | 329,213 | 147,352 | 45 % |
| Loss from operations | (126,513) | (314,575) | 188,062 | (60)% |
| Interest income | 17,597 | 22,556 | (4,959) | (22)% |
| Interest expense | (6,561) | (7,493) | 932 | (12)% |
| Other expense | (42) | — | (42) | 100 % |
| Net Loss | $ (115,519) | $ (299,512) | $ 183,993 | (61)% |

*Revenue*

For the six months ended June 30, 2025, we recorded $350.1 million of product revenue, net compared to $14.6 million in the corresponding period in 2024. The increase is due to a full six months of sales in 2025, as we began selling Rezdiffra in April 2024, as well as increased demand for Rezdiffra in 2025.

*Cost of Sales*

Cost of sales were incurred as a result of sales of Rezdiffra. For the six months ended June 30, 2025, we recorded $13.6 million of cost of sales compared to $0.6 million in the corresponding period in 2024.

*Research and Development Expenses:*

The following table represents our research and development expenses for the six months ended June 30, 2025 and 2024 (in thousands):

| | Six Months Ended June 30, | | Increase / Decrease | |
|---|---|---|---|---|
| | 2025 | 2024 | $ | % |
| Personnel and Internal Expense | $ 30,024 | $ 34,011 | $ (3,987) | (12)% |
| External Expense | 68,229 | 108,317 | (40,088) | (37)% |
| Total | $ 98,253 | $ 142,328 | $ (44,075) | (31)% |

Our research and development expenses were $98.3 million for the six months ended June 30, 2025, compared to $142.3 million in the corresponding period in 2024. Research and development expenses decreased by $44.1 million in the 2025 period primarily due to the change in accounting for inventory costs following FDA approval of Rezdiffra in March 2024 and a reduction in expenses related to clinical trials.

*Selling, General and Administrative Expenses*

Our selling, general and administrative expenses were $364.7 million for the six months ended June 30, 2025, compared to $186.2 million in the corresponding period in 2024. Selling, general and administrative expenses increased by

$178.5 million in the 2025 period primarily due to increases for commercial activities for Rezdiffra, including a corresponding increase in headcount to support our commercialization efforts.

*Interest Income*

Our net interest income was $17.6 million for the six months ended June 30, 2025, compared to $22.6 million in the corresponding period in 2024. The decrease in interest income was primarily due to lower cash balances in 2025 as compared to the same period in 2024.

*Interest Expense*

Our interest expense was $6.6 million for the six months ended June 30, 2025, compared to $7.5 million in the corresponding period in 2024. The decrease of $0.9 million was primarily the result of lower interest rates in 2025.

***Macroeconomic Events***

Changes in, and uncertainties related to, global trade or other economic policies, including tariffs or other restrictions imposed by the United States government or governments of other nations, may have an adverse effect on us, our partners and the pharmaceutical industry as a whole. Based on our current manufacturing locations, supply chain operations and inventory, we believe that the current tariff policies will not have a material impact on our business, results of operations or financial condition. Our commercial and clinical supply of resmetirom is currently manufactured in the United States, and Rezdiffra is currently only commercially available in the United States. In addition, we have engaged a European manufacturer to produce our commercial supply of drug product for future European commercialization. Additional changes to the policies of the United States or other nations that affect the geopolitical landscape or global trade, economy or market conditions, and other direct or indirect impacts of such policies, are uncertain and unpredictable, and could, in the future, have an adverse effect on our business, results of operations or financial condition.

**Liquidity and Capital Resources**

Since inception, we have incurred significant net losses and we have funded our operations primarily through proceeds from sales of our capital stock and debt financings.

As of June 30, 2025, we had cash, cash equivalents, restricted cash, and marketable securities totaling $802.0 million compared to $931.3 million as of December 31, 2024, with this decrease attributable to funding of operations. To date, we have funded our operations primarily through proceeds from sales of our capital stock and debt financings, and, since April 2024, sales of Rezdiffra. In July 2025, we entered into a senior secured credit facility that provides up to $500.0 million. See Note 8 “Long Term Debt” for additional details. In March 2024, the FDA approved Rezdiffra in the U.S. for the treatment of adults with noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis). Rezdiffra became commercially available in the U.S. in April 2024.

Until we are able to generate sufficient revenue from Rezdiffra and any other future approved products, we anticipate that we will continue to incur significant losses. While our rate of cash usage will likely increase in the future, in particular to support our product development and clinical trial efforts, our commercialization efforts and geographic expansion activities and our business development goals, we believe our available cash resources are sufficient to fund our operations past one year from the issuance of the financial statements contained herein. Our future long-term liquidity requirements will be substantial and will depend on many factors, including our ability to effectively commercialize Rezdiffra, our decisions regarding future geographic expansion, the conduct of any future preclinical studies and clinical trials, our entry into any strategic transactions, our ability to maintain compliance with the liquidity covenant in the Financing Agreement and potential milestone payments payable pursuant to the CSPC License Agreement. To meet future long-term liquidity requirements, we may need to raise additional capital to fund our operations through equity or debt financings, collaborations, partnerships or other strategic transactions. Additional capital, if needed, may not be available on terms acceptable to us, or at all. If adequate funds are not available, or if the terms of potential funding sources are unfavorable, this could have a material adverse effect on our business, results of operations and financial condition. We have the ability to delay certain commercial activities, geographic expansion activities and certain research activities and related clinical expenses, if necessary, due to liquidity concerns until a date when those concerns are relieved.

*At-the-Market Sales Agreement*

In May 2024, we entered into a Sales Agreement (the “2024 Sales Agreement”) with Cowen and Company, LLC, an affiliate of TD Securities (USA) LLC (“Cowen”), replacing and superseding our sales agreement from 2021. We are authorized to issue and sell up to $300.0 million of shares of our common stock under the 2024 Sales Agreement. Sales of

our common stock, if any, under the 2024 Sales Agreement will be made by any method that is deemed to be an "at the market" offering as defined in Rule 415(a)(4) of the Securities Act of 1933, as amended. We have no obligation to sell any common stock and may at any time suspend offers under the 2024 Sales Agreement or terminate the 2024 Sales Agreement pursuant to its terms.

We did not make any sales under the 2024 Sales Agreement during the three and six months ended June 30, 2025. As of June 30, 2025, $300.0 million remained available for sale under the 2024 Sales Agreement and our related prospectus supplement.

*Hercules Loan Facility*

In May 2022 we entered into a $250.0 million Loan Facility with Hercules. Under the terms of the Hercules Loan Facility, the first $50.0 million tranche ("Tranche 1") was drawn at closing. On February 3, 2023, we entered into the First Amendment (the "First Amendment") to the Hercules Loan Facility (as amended, the "Amended Loan Facility"). Under the Amended Loan Facility, $65.0 million was drawn in 2023 under the second tranche ("Tranche 2"). The third tranche ("Tranche 3") of $75.0 million became available to us when we obtained FDA approval for Rezdiffra in March 2024. We did not draw on Tranche 3 prior to its expiration in June 2024. In August 2024, we entered into the Second Amendment (the "Second Amendment") to the Hercules Loan Facility (as amended by the First Amendment and the Second Amendment, the "Second Amended Loan Facility"). Under the Second Amended Loan Facility, our borrowing capacity available in the fourth tranche under the Hercules Loan Facility ("Tranche 4") was increased to include the $75.0 million available under Tranche 3 that was not utilized by us. After such increase, our borrowing capacity was $135.0 million under Tranche 4, which was available subject to Hercules' sole discretion.

In connection with Tranche 1, in 2022 we issued Hercules warrants to purchase 14,899 shares of our common stock, which had a Black-Scholes value of $0.6 million. In connection with Tranche 2, in 2023 we issued to Hercules warrants to purchase an aggregate of 4,555 shares of common stock, which had a Black-Scholes value of $0.9 million.

The Hercules Loan Facility had a minimum interest rate of 7.45% and adjusted with changes in the prime rate. The First Amendment reduced the interest rate under the Amended Loan Facility to the greater of (i) the prime rate as reported in The Wall Street Journal plus 2.45% and (ii) 8.25%. We were originally scheduled to pay interest-only monthly payments of accrued interest under the Hercules Loan Facility through May 1, 2025, for a period of 36 months. In March 2024, the interest-only period was extended to May 1, 2026 when we achieved a milestone when Rezdiffra received FDA approval. The interest only period was further extended to May 3, 2027, upon the achievement of a revenue milestone, subject to compliance with applicable covenants, that were met as of December 31, 2024. The Hercules Loan Facility was originally set to mature in May 2026, but the maturity date was extended to May 2027 when we achieved a milestone upon receipt of FDA approval for Rezdiffra in March 2024. The Hercules Loan Facility was secured by a security interest in substantially all of our assets, other than intellectual property. It included an end of term charge of 5.35% of the aggregate principal amount, which was accounted for in the loan discount.

The Hercules Loan Facility included affirmative and restrictive financial covenants which commenced on January 1, 2023, including maintenance of a minimum cash, cash equivalents and liquid funds covenant of $35.0 million, which could decrease in certain circumstances if we achieved certain clinical milestones and a revenue milestone. The Hercules Loan Facility also included a revenue-based covenant that could apply commencing at or after the time that the financial reporting became due for the quarter ended September 30, 2024, however the covenant would be automatically waived pursuant to the terms of the Hercules Loan Facility at any time in which we maintained, as measured monthly, (i) a certain level of cash, cash equivalents and liquid funds relative to debt outstanding under the Hercules Loan Facility or (ii) a market capitalization of at least $1.2 billion. The Hercules Loan Facility contained event of default provisions for: our failure to make required payments or maintain compliance with covenants under the Hercules Loan Facility; our breach of certain representations or default under certain obligations outside the Hercules Loan Facility; insolvency, attachment or judgment events affecting us; and any circumstance which could reasonably be expected to have a material adverse effect on us, provided that, any failure to achieve approval or certain other milestones under the Loan Facility did not in and of itself constitute a material adverse effect. The Hercules Loan Facility also included customary covenants associated with a secured loan facility, including covenants concerning financial reporting obligations, and certain limitations on indebtedness, liens (including a negative pledge on intellectual property and other assets), investments, distributions (including dividends), collateral, investments, distributions, transfers, mergers or acquisitions, taxes, corporate changes, and deposit accounts.

As of June 30, 2025, the outstanding principal under the Hercules Loan Facility was $115.0 million. The interest rate as of June 30, 2025 was 9.95%. As of June 30, 2025, we were in compliance with all loan covenants and provisions of the Hercules Loan Facility.

On July 17, 2025, we used the proceeds received from the Financing Agreement to repay all outstanding obligations under the Hercules Loan Facility, totaling $121.7 million, and upon such repayment, terminated the Hercules Loan Facility. The amount we repaid included $115.0 million of outstanding indebtedness plus accrued and unpaid interest as of the repayment date and exit fees. As a result of the termination, all credit commitments under the Hercules Loan Facility were terminated and all security interests and guarantees executed in connection with the Hercules Loan Facility were released.

*Blue Owl Credit Facility*

On July 17, 2025 (the "Closing Date"), we, as the borrower, and Canticle, as a guarantor (the "Guarantor"), entered the Financing Agreement with the Lenders and the Administrative Agent. Under the Financing Agreement, the Lenders have committed up to $500.0 million in senior secured credit facilities, consisting of (a) the Initial Term Loan in an aggregate principal amount equal to $350.0 million and (b) Delayed Draw Term Loans in an aggregate principal amount not to exceed $150.0 million. In addition, the Financing Agreement includes uncommitted Incremental Term Loans in an aggregate principal amount not to exceed $250.0 million (together with the Initial Term Loan and any Delayed Draw Term Loans, collectively the "Term Loans"), subject to the satisfaction of certain terms and conditions set forth in the Financing Agreement. The Initial Term Loan was funded on the Closing Date. Delayed Draw Term Loans are available at our election from time to time after the Closing Date until December 31, 2027. Incremental Term Loans are available at our and the Lenders' mutual consent from time to time after the Closing Date.

Any outstanding principal on the Term Loans will bear interest at a rate per annum on the basis of a 360 day year equal to the sum of (i) the three-month forward-looking term secured overnight financing rate administered by the Federal Reserve Bank of New York (subject to 1.00% per annum floor) plus (ii) 4.75%. Accrued interest is payable quarterly following the funding of the Initial Term Loan on the Closing Date, on any date of prepayment or repayment of the Term Loans and at maturity. The outstanding balance of the Term Loans, if not repaid sooner, shall be due and payable in full on the maturity date thereof. The stated maturity date of the Term Loans is July 17, 2030.

We may prepay the Term Loans at any time (in whole or in part) and may be required to make mandatory prepayments upon the occurrence of certain customary prepayment events. In certain instances and during certain time periods, these prepayments will be subject to customary prepayment fees. The amount of any such prepayment fee may vary, but the maximum amount that may be due with any such prepayment would be an amount equal to 3.00% of the Term Loans being prepaid at such time, plus a customary make whole amount.

The Financing Agreement contains affirmative covenants and negative covenants applicable to us and our subsidiaries that are customary for financings of this type. We and the Guarantors are also required to maintain a minimum unrestricted cash balance of $100.0 million at all times. The Financing Agreement also includes representations, warranties, indemnities and events of default that are customary for financings of this type, including an event of default relating to us experiencing a change of control. Upon the occurrence of an event of default, the Lenders may, among other things, accelerate our obligations under the Financing Agreement. Our obligations under the Financing Agreement are and will be guaranteed by certain of our existing and future direct and indirect subsidiaries, subject to certain exceptions (such subsidiaries, collectively, the "Guarantors").

On July 17, 2025, concurrently with the entry into the Financing Agreement, we, the Guarantor and the Administrative Agent entered into a Pledge and Security Agreement. As security for our obligations under the Financing Agreement, we and the Guarantors are required to grant to the Administrative Agent, for the benefit of the Lenders and secured parties, a continuing first priority security interest in substantially all of our and the Guarantors' assets (including all equity interests owned or hereafter acquired by us and the Guarantors), subject to certain customary exceptions.

*March 2024 Public Offering*

In March 2024, we entered into an Underwriting Agreement with Goldman Sachs & Co. LLC, Jefferies LLC, Cowen and Company, LLC, Evercore Group L.L.C. and Piper Sandler & Co, as representatives of the several underwriters named therein (the "2024 Underwriters"), pursuant to which we sold to the 2024 Underwriters in an underwritten public offering (the "2024 Offering"): (i) 750,000 shares of common stock at a public offering price of $260.00 per share, (ii) pre-funded warrants (the "2024 Pre-Funded Warrants") to purchase 1,557,692 shares of common stock at a public offering price of $259.9999 per 2024 Pre-Funded Warrant, which represents the per share public offering price for the common stock less a $0.0001 per share exercise price for each such Pre-Funded Warrant, and (iii) a 30-day option for the 2024

Underwriters to purchase up to 346,153 additional shares of common stock at the public offering price of $260.00 per share (the "Underwriters' Option"). The 2024 Offering closed on March 21, 2024.

The net proceeds of the 2024 Offering after deducting the underwriting discount and commissions and other estimated offering expenses payable by us, were approximately $659.9 million.

We intend to use the net proceeds from the 2024 Offering for our commercial activities in connection with the commercial launch of Rezdiffra in the United States and for general corporate purposes, including, without limitation, research and development expenditures, ongoing clinical trial expenditures, manufacture and supply of drug substance and drug products, potential ex-U.S. commercialization or partnering opportunities, potential acquisitions or licensing of new technologies, capital expenditures and working capital.

The 2024 Pre-Funded Warrants are exercisable at any time after the date of issuance. A holder of 2024 Pre-Funded Warrants may not exercise the warrant if the holder, together with its affiliates, would beneficially own more than 9.99% of the number of shares of common stock outstanding immediately after giving effect to such exercise. A holder of 2024 Pre-Funded Warrants may increase or decrease this percentage, but not in excess of 19.99%, by providing at least 61 days prior notice to us.

***Cash Flows***

The following table provides a summary of our net cash flow activity (in thousands):

| | Six Months Ended June 30, | |
|---|---|---|
| | **2025** | **2024** |
| Net cash used in operating activities | $ (135,943) | $ (284,102) |
| Net cash provided by (used in) investing activities | 211,736 | (24,045) |
| Net cash provided by financing activities | 10,381 | 707,829 |
| Net increase in cash, cash equivalents, and restricted cash | $ 86,174 | $ 399,682 |

*Operating Activities*

Net cash used in operating activities was $135.9 million for the six months ended June 30, 2025, compared to $284.1 million for the corresponding period in 2024. The use of cash in these periods resulted primarily from our losses from operations, as adjusted for non-cash charges for stock-based compensation, and changes in our working capital accounts.

*Investing Activities*

Net cash provided by investing activities was $211.7 million for the six months ended June 30, 2025, compared to net cash used in investing activities of $24.0 million for the corresponding period in 2024. Net cash provided by investing activities for the six months ended June 30, 2025 primarily consisted of $568.1 million from sales and maturities of marketable securities, partially offset by $356.3 million of purchases of marketable securities for our investment portfolio. Net cash used in investing activities for the corresponding period in 2024 primarily consisted of $365.0 million of purchases of marketable securities and a $5.0 million acquisition of an intangible asset, partially offset by $346.4 million from sales and maturities of marketable securities in our investment portfolio.

*Financing Activities*

Net cash provided by financing activities was $10.4 million for the six months ended June 30, 2025, compared to $707.8 million for the corresponding period in 2024. Net cash provided by financing activities for the six months ended June 30, 2025 consisted of $10.4 million from exercises of stock options. Net cash provided by financing activities for the corresponding period in 2024 consisted primarily of $659.9 million of net proceeds from our 2024 Offering and $49.7 million from exercises of stock options.

**Contractual Obligations and Commitments**

In 2019, we entered into an operating lease for office space in certain premises located in West Conshohocken, Pennsylvania (the "Office Lease"), which was further amended by four amendments entered into from 2019 to May 2023. In August 2023, we entered into the Fifth Amendment to the Office Lease (the "Fifth Lease Amendment"). The Fifth Lease

Amendment extends the term of the Office Lease through November 2026. As a result of the Fifth Lease Amendment, an incremental $1.6 million right-of-use asset and lease liability were recorded during the year ended December 31, 2023. In April 2024 and May 2024, we entered into the Sixth Amendment and the Seventh Amendment to the Office Lease, respectively, leasing additional office space available in the same premises under the Office Lease. The lease for such additional office space commenced in September 2024 and resulted in an incremental $1.2 million right-of-use asset and lease liability recorded. In August 2024, we entered into the Eighth Amendment (the "Eighth Lease Amendment") and in October 2024, we entered into the Ninth Amendment (the "Ninth Lease Amendment") to the Office Lease, furthering expanding the amount of office space in the same premises. The leases for the additional office space under the Eighth Lease Amendment and the Ninth Lease Amendment commenced in December 2024 and resulted in an incremental $0.2 million right-of-use asset and lease liability recorded.

In April 2025, we entered into an operating lease for additional office space in West Conshohocken, Pennsylvania. The lease commenced in May 2025 and resulted in a $4.0 million right-of-use asset and lease liability.

In May 2022, we entered into the $250.0 million Hercules Loan Facility. As of June 30, 2025, we had drawn $115.0 million under the Hercules Loan Facility. We were scheduled to pay interest-only monthly payments of accrued interest under the Loan Facility through May 1, 2026, which was extended to May 3, 2027 upon the achievement of a revenue milestone, and subject to compliance with applicable covenants. On July 17, 2025, we entered into the Financing Agreement and used a portion of the proceeds to repay the amounts outstanding under the Hercules Loan Facility. Accrued interest under the Financing Agreement is payable quarterly, on any date of prepayment or repayment of the term loans outstanding thereunder and at maturity. We are not required to repay any principal amounts outstanding under the Financing Agreement until maturity in July 2030, subject to certain prepayment events set forth in the Financing Agreement. See Note 8 "Long Term Debt" to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for additional information regarding the Financing Agreement.

We have a Research, Development and Commercialization Agreement (the "Roche Agreement") with Hoffmann-La Roche ("Roche") which grants us a sole and exclusive license to develop, use, sell, offer for sale and import any Licensed Product as defined in the Roche Agreement. We received FDA approval for Rezdiffra in March 2024. A tiered single-digit royalty is payable to Roche on net sales of Rezdiffra, subject to certain reductions.

We have entered into customary contractual agreements in support of the Phase 3 clinical trials and in connection with manufacturing Rezdiffra. As of June 30, 2025, the Company had approximately $71.2 million of obligations under these agreements related to active pharmaceutical ingredient, which is expected to be paid through December 2027.

Except as noted above, no significant changes to contractual obligations and commitments occurred during the six months ended June 30, 2025, as compared to those disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 filed with the SEC on February 26, 2025.

## Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market risk related to our investments, our Loan Facility and our potential need to raise additional capital through future debt or equity offerings is summarized in "Part II, Item 7A—Quantitative and Qualitative Disclosures About Market Risk" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024. There have been no material changes to our market risks since December 31, 2024, and we do not anticipate any near-term changes in the nature of our market risk exposures or in our management's objectives and strategies with respect to managing such exposures.

## Item 4. Controls and Procedures.

***Disclosure Controls and Procedures***

We maintain disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that are designed to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Under the supervision of our principal executive officer and principal financial officer, we evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our principal executive officer and principal financial officer have concluded that our

disclosure controls and procedures were effective to provide such reasonable assurance described above as of June 30, 2025.

***Limitations on the Effectiveness of Controls and Procedures***

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

***Changes in Internal Control over Financial Reporting***

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the quarter ended June 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II – OTHER INFORMATION

### Item 1. Legal Proceedings.

We are not party to any material legal proceedings.

### Item 1A. Risk Factors.

There have been no material changes to the risk factors included in detail in the "Risk Factors" sections appearing in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on February 26, 2025.

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

None.

### Item 3. Defaults Upon Senior Securities.

None.

### Item 4. Mine Safety Disclosures.

Not applicable.

### Item 5. Other Information.

***Director and Executive Officer 10b5-1 Plans***

During our fiscal quarter ended June 30, 2025, none of our directors or officers adopted or terminated a "Rule 10b5-1 trading plan" or a "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.

***Appointment of Daniel Brennan to Board of Directors***

On August 1, 2025, following the recommendation of its Nominating and Governance Committee, the Board elected Daniel Brennan as a Class II director, effective as of August 1, 2025, to serve until our annual meeting of stockholders in 2027. Mr. Brennan was elected to fill the vacancy following the resignation of Dr. Fred Craves on July 1, 2025. Mr. Brennan has been appointed to the Board's Audit Committee.

As a non-employee director, Mr. Brennan will receive an annual cash fee of $50,000. He will also be entitled to $12,500 annually for his service on the Audit Committee. In addition, in connection with his appointment to the Board, Mr. Brennan received an equity grant with a value of $600,000, consisting of 50% stock options and 50% restricted stock units. The stock option will vest as to 50% of the shares underlying the option on August 1, 2026 and 12.5% of the shares underlying the option on the last day of each subsequent three-month period, subject to Mr. Brennan's continued service on such dates. Half of the shares underlying the restricted stock unit award will vest on August 1, 2026 and the remaining half will vest on August 1, 2027, subject to Mr. Brennan's continued service on such dates. Mr. Brennan will also be entitled to an annual award on the date of the Company's annual meeting of stockholders consistent with other non-employee directors of the Board, prorated based on the date of his appointment. In addition, Mr. Brennan will enter into an indemnification agreement with the Company consistent with the form of the existing indemnification agreement entered into between the Company and its non-employee directors.

There are no other arrangements or understandings between Mr. Brennan and any other persons pursuant to which he was selected as a director. Additionally, Mr. Brennan has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

### Item 6. Exhibits.

The exhibits filed or furnished as part of this Quarterly Report on Form 10-Q are set forth on the Exhibit Index, which Exhibit Index is incorporated herein by reference.

## EXHIBIT INDEX

| Exhibit Number | Exhibit Description | Incorporated by Reference | Filed Herewith |
|---|---|---|---|
| 10.1*† | Letter Agreement, dated April 16, 2025, by and between Madrigal Pharmaceuticals, Inc. and Rebecca Taub, M.D. | | X |
| 10.2*† | Offer Letter, dated February 12, 2025, by and between Madrigal Pharmaceuticals, Inc. and David Soergel, M.D. | | X |
| 10.3# | Lease Agreement, dated as of April 24, 2025, by and between Madrigal Pharmaceuticals, Inc. and KPG FF Owner, L.P. | | X |
| 31.1 | Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | | X |
| 31.2 | Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | | X |
| 32.1** | Certifications of Principal Executive Officer and Principal Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. Certifications of Principal Executive Officer and Principal Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | | X |
| 101.INS | Inline XBRL Instance Document. | | X |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document. | | X |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document. | | X |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document. | | X |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document. | | X |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document. | | X |
| 104 | Inline XBRL for the cover page of this Quarterly Report on Form 10-Q, included in the Exhibit 101 Inline XBRL Document Set. | | |

* Indicates a management contract, compensatory plan or arrangement.

** The certifications attached as Exhibit 32.1 that accompany this Quarterly Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, shall not be deemed "filed" by the registrant for purposes of Section 18 of the Exchange Act and are not to be incorporated by reference into any of the registrant's filings under the Securities Act or the Exchange Act, irrespective of any general incorporation language contained in any such filing.

† Certain portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

# Exhibits and schedules omitted pursuant to Item 601(a)(5) of Regulation S-K.

**SIGNATURES**

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

MADRIGAL PHARMACEUTICALS, INC.

Date: August 5, 2025

By: /s/ William J. Sibold
William J. Sibold
President and Chief Executive Officer
(Principal Executive Officer)

Date: August 5, 2025

By: /s/ Mardi C. Dier
Mardi C. Dier
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

**Exhibit 10.1**

**CERTAIN CONFIDENTIAL INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND REPLACED WITH "[***]" BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

Four Tower Bridge
200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428

April 14, 2025

Dr. Rebecca Taub

Dear Becky:

I am pleased to offer you the new role of **Senior Scientific Advisor** for Madrigal Pharmaceuticals, Inc. (hereinafter "**Madrigal Pharmaceuticals**" or the "**Company**"), continuing to report directly to me, through the remainder of 2025 (with the option to extend the employment relationship by mutual agreement or enter into a consulting agreement by mutual agreement in 2026).

1. Effective Date: The effective date of your new role will be April 21, 2025 and will tentatively terminate on December 31, 2025 without Cause (unless an intervening for Cause event occurs), as defined in the Severance Agreement referenced below (the "Termination Date") unless extended by mutual agreement. The general responsibilities of the Senior Scientific Advisor role are summarized in Exhibit A attached hereto. Following the Termination Date, it is agreed that you will receive the severance benefits set forth in the Severance and Change of Control Agreement ("Severance Agreement") attached hereto as Exhibit D, executed as of the date hereof, subject to the specific terms and conditions set forth therein. For absolute clarity, the Separation Bonus referenced in the Severance Agreement will be paid in addition to the 2025 bonus referenced below in Section 2b. The time period between the start of your new role and the Termination Date is referred to herein as the "Transition Period." You will continue to serve as a Director on Madrigal's Board of Directors through and after the Termination Date subject to the customary requirements associated with that position.

1. Compensation:

    a. Salary: Your annual base salary will remain $621,000, payable semi-monthly at a rate of approximately $25,875, less all applicable taxes and other customary employment-related deductions, in accordance with the Company's payroll practices.

    a. Bonus: Unless you are terminated for Cause before the Termination Date you will receive an annual performance-based bonus for calendar year 2025 at no less than your target bonus opportunity of 50% of your annual base salary. Any amount higher

than that will be based on the achievement of reasonable corporate and individual targets that will be determined by the discretion of the Company's Compensation Committee, and your satisfaction of individual performance standards and expectations, as determined by your supervisor. For the avoidance of doubt, you must be employed through the Termination Date to be eligible for such bonus payment, except as provided in the attached Severance Agreement.

1. Equity Grants: You will retain all pre-existing equity grants and awards, which shall continue to be governed by the applicable Plan documents and individual grant agreements. As a Director, you will be eligible for future equity grants and compensation as is customary for Directors, and your exercise period applicable to all of your vested stock options will be the earlier of: (a) three months following the date you are no longer serving as a Director; or (b) the option expiration date. For absolute clarity, nothing herein or in the attached exhibits shall affect or modify in any way your Company stock ownership and/or your rights as a shareholder.

1. Benefits: As a full-time employee, you will remain eligible to participate in Company-sponsored health and welfare and 401(k) benefit plan elections subject to the same terms, conditions, and limitations. All such benefits and plan offerings may be changed or modified from time to time at the Company's sole discretion.

1. Paid Time-Off: You will remain eligible for Madrigal paid holidays, sick time, and paid time off in accordance with applicable policy guidelines and will retain your pre-existing vacation, float, sick and PTO Bank balances.

1. Employment At-Will and Severance Benefits: Notwithstanding the tentative Termination Date noted above, your employment with the Company will remain "at-will", meaning that you will not be obligated to remain employed by the Company for any specified period of time. Similarly, the Company will not be obligated to continue your employment for any specific period and may terminate your employment at any time, with or without cause. If you are terminated without Cause or leave for Good Reason (as defined in the Severance Agreement) before the Termination Date you will receive the severance benefits set forth therein, and will continue to serve as a Director as set forth above.

1. Continuing Obligations: An updated Employee Proprietary Information and Invention Assignment Agreement ("EPIIA Agreement") is attached hereto as Exhibit B.

1. Indemnification Agreement: The Indemnification Agreement that you executed on April 4, 2025, which is attached hereto as Exhibit C, remains in full force and effect.

1. Jurisdiction and Waiver: In the case of any dispute, this offer of employment shall be interpreted under the laws of the Commonwealth of Pennsylvania. By accepting this offer of employment, you agree that any action, demand, claim or counterclaim in connection with any aspect of your employment with the Company, or any separation of employment (whether voluntary or involuntary) from the Company, shall be resolved in a court of competent jurisdiction in Pennsylvania by a judge alone, and you knowingly waive and forever renounce your right to a trial before a civil jury.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Becky, we are extremely grateful for your inspirational leadership and look forward to your continued contributions to Madrigal's success. Please indicate your acceptance of the foregoing by signing where indicated below.

Sincerely,

MADRIGAL PHARMACEUTICALS, INC.

/s/ Bill Sibold Date: April 16, 2025
Bill Sibold
*Chief Executive Officer*

Agreed to and accepted:

/s/ Rebecca Taub, M.D.
Name: Rebecca Taub, M.D. Date: April 16, 2025

**Exhibit A**

April 14, 2025

Dr. Rebecca Taub

**Senior Scientific Advisor Responsibilities**

[***]

Four Tower Bridge
200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428

**EXHIBIT B**

April 14, 2025

Dr. Rebecca Taub

Dear Becky:

This letter is to confirm our understanding with respect to (i) your agreement not to compete with Madrigal Pharmaceuticals, Inc. or its current or future subsidiaries or Affiliates (collectively, the "**Company**"), (ii) your agreement to protect and preserve information and property which is confidential and proprietary to the Company and your agreement concerning Company Inventions specified herein (with the terms and conditions agreed to in this letter being referred to as the "**Agreement**"). For these purposes, an "Affiliate" is a person or entity that controls, is controlled by or is under common control with the Company, with "control" meaning the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise**.** You hereby acknowledge and agree that you are an "at-will" employee and that no provision of this Agreement shall be construed to create an express or implied employment contract, or a promise of employment for a specific period of time, and the Company expressly reserves the right to end your employment at any time, with or without notice or cause.

In consideration of your employment by the Company, the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, we have agreed as follows:

1. Prohibited Competition and Solicitation.

(a) Certain Acknowledgments and Agreements.

(i) We have discussed, and you recognize and acknowledge the competitive and proprietary aspects of the business of the Company.

(ii) You will devote your full time and efforts to the business of the Company and, during the period of your employment with the Company (the "**Term**") and for a period of twelve (12) months following termination of your employment (whether such termination is voluntary or involuntary), shall not participate, directly or indirectly, in any capacity, in any business which is competitive with the Company's Field of Interest (as described below) in any geographic area in which the Company conducts business or plans to conduct business unless you have received the prior written consent of the Company. You acknowledge and agree that a business will be deemed competitive with the Company if it (1) conducts research, (2) is developing or intends to develop any product candidate, (3) performs any of the services or manufactures or sells any of the products provided or offered by

the Company or (4) performs any other services and/or engages in the production, manufacture, distribution or sale of any product that may be purchased in lieu of purchasing services performed or products produced, manufactured, distributed or sold by the Company, in each case within the Field of Interest at any time during the period of your employment with the Company. As used herein, the term "**Field of Interest**" means [***]. You hereby acknowledge and agree that the Field of Interest shall be assessed for purposes of this Agreement as of the date on which your employment with the Company terminates.

(iii) You further acknowledge and agree that, during the course of your employment with the Company, the Company will furnish, disclose or make available to you confidential and proprietary information related to the Company's business and that the Company may provide you with unique and specialized training. You also acknowledge that such confidential information and such training have been developed and will be developed by the Company through the expenditure by the Company of substantial time, effort, and money and that all such confidential information and training could be used by you to compete with the Company.

(iv) You have been advised to consult with an attorney of your choice in connection with this Agreement and have been provided the time necessary for such consultation as is reasonable under the circumstances and, if applicable to your work location, in compliance with any state-specific review periods.

(b) Non-Solicitation. During the Term and for a period of twelve (12) months following termination of your employment, whether such termination is voluntary or involuntary, you shall not, without the prior written consent of the Company:

(i) either individually or on behalf of or through any third party, solicit, divert or appropriate or attempt to solicit, divert or appropriate, any vendor, business relationship or customer of the Company, with whom you had business-related communications on behalf of the Company or on whose project you provided services as a Company employee, with the effect or intention of reducing or limiting the amount of business that such vendor, business counterparty or customer does with the Company and for the benefit of a Competitor; or

(ii) either individually or on behalf of or through any third party, directly or indirectly, solicit, entice or persuade or attempt to solicit, entice or persuade any employees of or consultants to the Company (other than your spouse), who have been employees or consultants of the Company at any time during the Term, or who are employees or consultants of the Company at the time of the solicitation, with whom you had business-related communications on behalf of the Company or with whom you worked in your capacity as a Company employee, to leave the services of the Company to provide services to any Competitor.

(c) Reasonableness of Restrictions. You further acknowledge and agree that (i) the activities which are prohibited by this Section 1 are narrow and reasonable in relation to the skills which represent your principal salable asset both to the Company and to your other prospective employers, and (ii) given the global nature of the Company's business, including its need to market its services and sell its products in a large geographic area in order to have a sufficient customer base to make the Company's business profitable, the geographic, length of time and substantive scope of the provisions of this Section 1 are reasonable, legitimate and fair to you.

(d) Survival of Acknowledgments and Agreements. Except as expressly set forth hereunder, your acknowledgments and agreements set forth in this Section 1 shall survive the termination of your employment with the Company for the periods set forth above.

2. Protected Information.

(a) Confidentiality Obligations. You shall at all times, both during the Term and thereafter, maintain in confidence and shall not, without the prior written consent of the Company, use, except in the course of performance of your duties for the Company, disclose or give to others any Confidential Information of the Company. As used herein, the term "**Confidential Information**" shall mean any information which is disclosed to or developed by you during the course of performing services for, or receiving training from, the Company, and is not generally available to the public, including but not limited to confidential information concerning business plans, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or others, training methods and materials, financial information, sales prospects, client lists, Company Inventions (as defined in Section 3), or any other scientific, technical, trade or business secret or confidential or proprietary information of the Company or of any third party provided to you during the Term. In the event anyone not employed or otherwise engaged by the Company seeks information from you in regard to any such Confidential Information or any other secret or confidential work of the Company, or concerning any fact or circumstance relating thereto, you will promptly notify the chief executive officer of the Company.

a. Limited Exceptions. The restrictions in Section 2(a) hereof shall not apply to information that, as can be established by competent written records: (i) was publicly known at the time of the Company's communication thereof to you; (ii) becomes publicly known through no fault of yours subsequent to the time of the Company's communication thereof to you; (iii) was in your possession free of any obligation of confidence at the time of the Company's communication thereof to you; or (iv) is developed by you independently of and without reference to or use of any of the Company's Confidential Information. In the event that you are required by law, regulation or court order to disclose any of the Company's Confidential Information, you shall (i) first notify the Company of such disclosure requirement, unless such advance notice requirement is prohibited by law and (ii) furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

a. Protected Rights. Nothing in this Agreement prohibits or restricts you or your attorney from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission, any regulatory or self-regulatory organization, or any other governmental authority. Nothing in this Agreement in any way prohibits or is intended to restrict or impede you from discussing the terms and conditions of your employment with coworkers or union representatives or exercising any other protected rights under Section 7 of the National Labor Relations Act.

a. Survival of Acknowledgments and Agreements. Except as expressly set forth hereunder, your acknowledgments and agreements set forth in this Section 2 shall survive the termination of your employment with the Company.

3. Ownership of Intellectual Property Ideas.

(a) Property of the Company. As used in this Agreement, the term "**Inventions**" shall mean all ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know-how, inventions, designs, developments, apparatus, techniques, methods, biological processes, cell lines, laboratory notebooks and formulae, whether patentable, copyrightable or not, including all rights to obtain, register, perfect and enforce any of the foregoing. You hereby agree that any Inventions which you may conceive, reduce to practice or develop during the Term, whether in connection with the business activities of the Company or otherwise, alone or in conjunction with any other party, whether during or out of regular business hours, and whether at the request or upon the suggestion of the Company, or otherwise (collectively, the "**Company Inventions**"), shall be the sole and exclusive property of the Company. You hereby assign to the Company all of your right, title and interest in and to all such Company Inventions and hereby agree that you shall not publish any of the Company Inventions without the prior written consent of the Company.

a. Cooperation. During the Term, you agree that, without further compensation, you will disclose promptly to the Company in writing, all Company Inventions you conceive, reduce to practice or develop during the Term (or, if based on or related to any Confidential Information of the Company obtained by you during the Term, within one (1) year after the termination of your employment). You further agree that you will fully cooperate with the Company, its attorneys and agents in the preparation and filing of all papers and other documents as may be reasonably required to perfect the Company's rights in and to any of such Company Inventions, including, but not limited to, joining in any proceeding to obtain patents, copyrights, trademarks or other legal rights of the United States and of any and all other countries on such Company Inventions; provided, that, the Company will bear the expense of such proceedings (including all of your reasonable expenses). You further agree that any patent or other legal right covering any Company Invention so issued to you, personally, shall be assigned by you to the Company without charge by you. You further acknowledge that all original works of authorship made by you, whether alone or jointly with others within the scope of your employment and which are protectable by copyright are "works made for hire" within the meaning of the United States Copyright Act, 17 U.S.C. § 101, as amended, the copyright of which shall be owned solely, completely and exclusively by the Company. If any Company Invention is considered to be work not included in the categories of work covered by the United States Copyright Act, 17 U.S.C. § 101, as amended, such work shall be owned solely by, or hereby assigned or transferred completely and exclusively to, the Company. If the Company is unable because of your mental or physical incapacity or for any other reason, after reasonable effort, to secure your signature on any document or documents needed to obtain or enforce any patent, copyright, trademarks or any other rights covering Inventions or original works of authorship assigned by you to the Company as required above, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney-in-fact, to act for and in your behalf and stead to execute and file any application or assignment and to do all other lawfully permitted acts to further the prosecution and issuance to the Company of patents, copyright registrations, trademark registrations or similar protections covering the Inventions with the same legal force and effect as if executed by you.

a. Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016, notwithstanding any other provision of this Agreement: (i) you will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; or (ii) if you file a lawsuit for retaliation for reporting a suspected violation of law, you may disclose trade secrets to your attorney and use the trade secret information in the court proceeding if you (1) file any document containing the trade secret under seal; and (2) do not disclose the trade secret, except pursuant to court order.

4. Provisions Necessary and Reasonable/Breach/Attorneys' Fees. You agree that (i) the provisions of Sections 1, 2 and 3 of this Agreement are necessary and reasonable to protect the Company's Confidential Information, Company Inventions, and goodwill and (ii) in the event of any breach of any of the covenants set forth herein, the Company would suffer substantial irreparable harm and would not have an adequate remedy at law for such breach. In recognition of the foregoing, you agree that in the event of a breach or threatened breach of any of these covenants, in addition to such other remedies as the Company may have at law, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, and/or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach. In the event the Company takes any court action with respect to your breach or threatened breach of this Agreement, the prevailing party shall be obligated to reimburse the other party for its reasonable attorneys' fees and costs incurred in such action.

5. Disclosure to Future Employers. You agree that you will provide, and that the Company may similarly provide in its discretion, a copy of the covenants contained in Sections 1, 2 and 3 of this Agreement to any business or enterprise which you may directly, or indirectly, own, manage, operate, finance, join, control or in which you participate in the ownership, management, operation, financing, or control, or with which you may be connected as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise.

6. Representations Regarding Prior Work and Legal Obligations.

(a) You represent that you have no agreement or other legal obligation with any prior employer or any other person or entity that restricts your ability to engage in employment discussions with, employment with, or to perform any function for, the Company.

a. You represent that you have been advised by the Company that at no time should you divulge to or use for the benefit of the Company, any trade secret or confidential or proprietary information of any previous employer. You acknowledge that you have not divulged or used any such information for the benefit of the Company.

a. You acknowledge that the Company is basing important business decisions on these representations and affirm that all of the statements included herein are true.

1. Records. Upon termination of your employment relationship with the Company, you shall deliver to the Company any property of the Company which may be in your possession including products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same.

1. No Conflicting Agreements. You hereby represent and warrant that you have no commitments or obligations inconsistent with this Agreement and you hereby agree to indemnify and hold the Company harmless against loss, damage, liability, or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty.

1. General.

(a) Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telex, telecopy or facsimile transmission with confirmed receipt thereof (and with a copy of such telex, telecopy or facsimile, together with a copy of the confirmation sent to the recipient by regular U.S. mail on the next business day), (iii) sent by overnight courier, or (iv) sent by registered mail, return receipt requested, postage prepaid.

If to the Company: Madrigal Pharmaceuticals
Four Tower Bridge
200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428

If to you: To your last known address in the Company's personnel records.

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telex, telecopy or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.

(a) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement.

a. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.

a. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be

deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given and shall not constitute a continuing waiver or consent.

a. Assignment. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which you are principally involved. Your rights and obligations under this Agreement may not be assigned by you without the prior written consent of the Company.

a. Benefit. All statements, representations, warranties, covenants, and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

a. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws principles thereof.

a. Jurisdiction. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Commonwealth of Pennsylvania or of the United States of America. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

a. Severability. The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision or the geographic area covered thereby, the Company and you agree that the court making such determination shall have the power to reduce the duration and/or geographic area of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form such provision shall then be enforceable and shall be enforced.

(a) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

a. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of

the party. No single or partial exercise of any right, power, or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

a. Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If the foregoing accurately sets forth our agreement, please so indicate by signing and returning to us the enclosed copy of this letter.

Very truly yours,

MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Bill Sibold
Bill Sibold
*Chief Executive Officer*

Agreed to and accepted:

/s/ Rebecca Taub, M.D.
Name: Dr. Rebecca Taub

EXHIBIT C

***SEE ATTACHED INDEMNIFICATION AGREEMENT EXECUTED April 4, 2025

Exhibit D

SEVERANCE AND CHANGE OF CONTROL AGREEMENT

This Severance and Change of Control Agreement (the "**Agreement**") is entered into as of April 21, 2025 by and between Madrigal Pharmaceuticals Inc., a Delaware corporation (the "**Company**"), and Dr. Rebecca Taub ("**Executive**").

**WHEREAS**, Executive's continued service to the Company is very important to the future success of the Company;

**WHEREAS**, the Company desires to enter into this Agreement to provide Executive with certain financial protection in the event that Executive's employment terminates under certain circumstances, and thereby to provide Executive with incentives to remain with the Company; and

**WHEREAS**, the Board of Directors of the Company (the "**Board**") acting through the Compensation Committee has determined that it is in the best interests of the Company to enter into this Agreement.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

**1. Definitions**.

(a) **Cause**. As used herein, "**Cause**" shall include (and is not limited to): (i) dishonesty with respect to the Company or any affiliate, parent or subsidiary of the Company; (ii) insubordination; (iii) substantial malfeasance or nonfeasance of duty; (iv) unauthorized disclosure of confidential information; (v) Executive's breach of any material provision of any employment, consulting, advisory, non-disclosure, invention, assignment, non-competition, or similar agreement between Executive and the Company; or (vi) conduct substantially prejudicial to the business of the Company or any affiliate, parent or subsidiary of the Company. The Board shall have sole discretion to determine the existence of "Cause'' and its determination will be conclusive on Executive and the Company; provided that the Board may delegate its power to act under this paragraph (a) to a committee of the Board in which case the determination of such committee shall be conclusive. "Cause" is not limited to events which have occurred prior to the termination of Executive's service, nor is it necessary that the Board's finding of "Cause" occur prior to such termination. If the Board determines, subsequent to Executive's termination of service, that either prior or subsequent to Executive's termination Executive engaged in conduct which would constitute "Cause," then Executive shall have no right to any benefit or compensation under this Agreement.

(b) **Change of Control**. As used herein, a "**Change of Control**" shall mean the occurrence of any of the following events:

(i) **Ownership**. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing

fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities (excluding for this purpose any such voting securities held by the Company, or any affiliate, parent or subsidiary of the Company, or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve; or

(ii) **Merger/Sale of Assets**. (A) A merger or consolidation of the Company, whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be outstanding immediately after such merger or consolidation; or (B) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iii) **Change in Board Composition**. A change in the composition of the Board as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date of this Agreement, or (B) are elected, or nominated for election to the Board with the affirmative votes of at least a majority of the Incumbent Directors, or by a committee of the Board made up of at least a majority of the Incumbent Directors, at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(c) **Good Reason**. As used herein, a "**Good Reason**" shall mean: (i) Executive, as a condition of remaining an employee of the Company, is required to change the principal location where Executive renders services to the Company to a location more than fifty (50) miles from Executive's then-current location of employment; (ii) there occurs a material adverse change in Executive's duties, authority or responsibilities which causes Executive's position with the Company to carry significantly less responsibility or authority than Executive's position on the date hereof, or (iii) there occurs a material reduction in Executive's base salary from Executive's base salary received on the date hereof, provided that any notice of termination by Executive for Good Reason shall be given by Executive within thirty (30) days of Executive's becoming aware of the occurrence of the facts giving rise to such Good Reason. For purposes of this Agreement, "Good Reason" shall be interpreted in a manner, and limited to the extent necessary, so that it will not cause adverse tax consequences for either party with respect to Section 409A of the Internal Revenue Code of 1986, as amended ("**Code Section 409A**"), and any successor statute, regulation and guidance thereto.

(d) **Base Salary**. As used herein, "**Base Salary**" shall mean Executive's annual base salary, excluding reimbursements, bonuses, benefits, and amounts attributable to stock options and other non-cash compensation.

**2. Severance for Termination by the Company Other than For Cause or by Executive for Good Reason**. In the event that (i) Executive's employment is terminated by action of the Company other than for Cause, or (ii) Executive terminates Executive's employment for Good Reason, then Executive shall receive the following (A) in part consideration for undertaking the

obligations set forth in the Confidentiality and Inventions and Restrictive Covenants Agreement signed and delivered by Executive as of the date thereof and (B) subject to Executive's execution of a release of claims as described in Section 7:

(a) **Severance Payments**. Continuation of payments in an amount equal to Executive's then-current Base Salary for a twelve (12) month period less all customary and required taxes and employment-related deductions, in accordance with the Company's normal payroll practices (provided such payments will be made at least monthly).

(b) **Separation Bonus**. Payment of a separation bonus in an amount equal to the Executive's target annual bonus, less all customary and required taxes and employment-related deductions, paid in twelve (12) equal monthly installments less all customary and required taxes and employment-related deductions, in accordance with the Company's normal payroll practices (provided such payments will be made at least monthly). In no event will the Separation Bonus exceed the total value of one year (i.e., 12 months) target bonus. You will also receive a pro-rata bonus at target for the performance year in which you terminate.

(c) **Equity Acceleration**. Full acceleration as of the date of termination of vesting of any and all equity awards outstanding immediately prior to termination.

(d) **COBRA Payments**. Upon completion of the appropriate COBRA ("**COBRA**" is the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) forms, and subject to all the requirements of COBRA, the Company shall continue Executive's participation in the Company's health and dental insurance plans at the Company's cost (except for Executive's applicable contribution portion and co-pay, if any, which shall be deducted from Executive's severance compensation) for the twelve (12) months following Executive's date of termination, to the same extent that such insurance is provided to similarly situated Company executives, provided that this benefit will cease and the Company will be under no obligation to provide it if Executive has become eligible for coverage under another employer's group coverage, and Executive hereby agrees to notify the Company promptly and in writing should that occur.

(e) **No Duplication**. In the event that Executive is eligible for the severance payments and benefits under Section 3 below, Executive shall not be eligible for and shall not receive any of the severance payments and benefits as provided in this Section 2.

**3. Change of Control Severance**. In the event that a Change of Control occurs and within a period of one (1) year following the Change of Control either: (i) Executive's employment is terminated by action of the Company other than for Cause, or (ii) Executive terminates Executive's employment for Good Reason, then Executive shall receive the following (A) in part consideration for undertaking the obligations set forth in the Confidentiality and Inventions and Restrictive Covenants Agreement signed and delivered by Executive as of the date thereof and (B) subject to Executive's execution of a release of claims as described in Section 7:

(a) **Lump Sum Severance Payment**. Within thirty (30) days following Executive's termination, payment of an amount equal to twelve (12) months of Executive's then-current Base Salary less all customary and required taxes and employment-related deductions.

(b) **Separation Bonus**. Within thirty (30) days following Executive's termination, payment of a separation bonus in an amount equal to the target annual bonus to which Executive may have been entitled for the year in which Executive is terminated, less all customary and required taxes and employment-related deductions.

(c) **Equity Acceleration**. Full acceleration as of the date of termination of vesting of any and all equity awards outstanding immediately prior to termination.

(d) **COBRA Payments**. Upon completion of the appropriate COBRA forms, and subject to all the requirements of COBRA, the Company shall continue Executive's participation in the Company's health and dental insurance plans at the Company's cost (except for Executive's applicable contribution portion and co-pay, if any, which shall be deducted from Executive's severance compensation) for the twelve (12) months following Executive's date of termination, to the same extent that such insurance is provided to similarly situated Company executives. provided that this benefit will cease and the Company will be under no obligation to provide it if Executive has become eligible for coverage under another employer's group coverage, and Executive hereby agrees to notify the Company promptly and in writing should that occur.

(e) **No Duplication**. In the event that Executive is eligible for the severance payments and benefits under Section 2 above, Executive shall not be eligible for and shall not receive any of the severance payments and benefits as provided in this Section 3.

**4. No Severance**. In the event that Executive's employment is terminated for any reason other than those outlined in Sections 2 or 3, then Executive shall have no right to any of the severance payments and benefits provided under this Agreement.

**5. Distribution Limitation**. If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change of Control (for purposes of this section, a "**Payment**") would: (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**"); and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall be either: (x) the full amount of such Payment; or (y) such lesser amount (with cash payments being reduced before stock option compensation) as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employment taxes, income taxes, and the Excise Tax, results in Executive's receipt, on an after- tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax.

**6. Timing Of Payments**. Notwithstanding any other provision with respect to the timing of payments under Sections 2 or 3, if at the time of Executive's termination, Executive is deemed to be a "specified employee" of the Company (within the meaning of Code Section 409A(a)(2)( B)(i) and any successor statute, regulation and guidance thereto ("**Code Section 409A**")), then limited only to the extent necessary to comply with the requirements of Code Section 409A any payments to which Executive may become entitled under Sections 2 or 3, which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment at which time Executive shall be paid an aggregate amount equal to the

accumulated, but unpaid, payments otherwise due to Executive under the terms of Sections 2 or 3.

**7. Release of Claims**. The Company shall not be obligated to pay Executive any of the compensation set forth in Sections 2 and 3, unless and until Executive has executed, and not revoked, a timely full and general release of all claims against the Company and any affiliate, parent or subsidiary, and its and their officers, directors, employees, and agents, in a form satisfactory to the Company. Any payments due pursuant to Sections 2 and 3 of this Agreement shall commence sixty (60) days after the Executive's last day of employment, at which time Executive shall have no right to revoke any previously executed general release of claims.

**8. No Impact on Employment Status**. This Agreement is not intended to confer, and shall not be interpreted as conferring, any additional employment rights on Executive, and has no impact on either party's right to terminate Executive's employment under contract or applicable law.

**9. Enforceability; Reduction**. If any provision of this Agreement shall be deemed invalid or unenforceable as written, this Agreement shall be construed, to the greatest extent possible, or modified, to the extent allowable by law, in a manner which shall render it valid and enforceable and any limitation on the scope or duration of any provision necessary to make it valid and enforceable shall be deemed to be a part thereof. No invalidity or unenforceability of any provision contained herein shall affect any other portion of this Agreement.

**10. Notices**.

(a) All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telex, telecopy, facsimile, electronic mail, or other electronic transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

*If to the Company*:
Chief Executive Officer
Madrigal Pharmaceuticals, Inc.
200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428

*If to Executive*:
To Executive's last known address in the Company's personnel records.

(b) All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telex, telecopy, facsimile, electronic mail, or other electronic transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered or certified mail, on the fifth (5th) business day following the day such mailing is made.

**11. Entire Agreement/No Duplication of Compensation or Benefits**. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof including, but not limited to, any offer letter or employment agreement previously entered into between Executive and the Company. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms of Sections 2 and 3 above shall replace any agreement policy or practice which otherwise would obligate the Company to provide any severance compensation and/or benefits to Executive, *provided* that this provision shall not be construed to otherwise limit Executive's rights to payments or benefits provided under any pension plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended), deferred compensation, stock, stock option or similar plan sponsored by the Company.

**12. Modifications and Amendments**. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto. Any such amendment shall comply with the requirements of Code Section 409A, if applicable.

**13. Waivers and Consents**. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

**14. Assignment**. The rights and obligations under this Agreement may be assigned by the Company.

**15. Benefit**. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

**16. Arbitration**. Any controversy, dispute or claim arising out of or in connection with this Agreement will be settled by final and binding arbitration to be conducted in Philadelphia, Pennsylvania pursuant to the national rules for the resolution of employment disputes of the American Arbitration Association then in effect. The decision or award in any such arbitration will be final and binding upon the parties, and judgment upon such decision or award may be entered in any court of competent jurisdiction, or application may be made to any such court for judicial acceptance of such decision or award and an order of enforcement. In the event that any procedural matter is not covered by the aforesaid rules, the procedural law of the Commonwealth of Pennsylvania will govern. Any disagreement as to whether a particular dispute is arbitral under this Agreement shall itself be subject to arbitration in accordance with the procedures set forth herein. Notwithstanding the foregoing, any right or obligation arising out of or concerning any separate contract or agreement between the parties (including but not limited to any employee, non-competition, non-solicitation, non-disclosure and invention agreement) shall be

decided in accordance with the dispute resolution mechanism provided for by such contract or agreement.

**17. Governing Law / Jurisdiction / Service of Process**. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Pennsylvania, without giving effect to the conflict of law principles thereof. Any legal action or proceeding with respect to this Agreement that is not subject to arbitration pursuant to Section 16 will be brought in the courts of the Commonwealth of Pennsylvania, County of Montgomery, or of the United States of America for the Eastern District of Pennsylvania, sitting in Philadelphia. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the party at its address set forth in Section 10.

**18. Counterparts**. This Agreement may be executed in multiple counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Bill Sibold
Name: Bill Sibold
Title: *Chief Executive Officer*

EXECUTIVE

By: /s/ Rebecca Taub
Name: Dr. Rebecca Taub

**Exhibit 10.2**

**CERTAIN CONFIDENTIAL INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND REPLACED WITH "[***]" BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

Four Tower Bridge
200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428

February 12, 2025

David Griffith Soergel, Jr., M.D.

Dear David:

I am pleased to offer you the position of **Executive Vice President, Chief Medical Officer ("CMO")** for Madrigal Pharmaceuticals, Inc. (hereinafter "**Madrigal Pharmaceuticals**" or the "**Company**") reporting to Bill Sibold, CEO, and your home office location will be Conshohocken, PA.

1. Effective Date: The effective date of your employment will be April 1, 2025 or as otherwise mutually agreed.

2. Compensation:

   a. Salary: Your initial annual base salary will be $600,000 payable semi-monthly at a rate of approximately $25,000.00 less all applicable taxes and other customary employment-related deductions, in accordance with the Company's payroll practices.

   b. Bonus: You will be eligible to receive an annual performance-based bonus, and your target bonus opportunity will be equal to 50% of your annual base salary, based on the achievement of reasonable corporate and individual targets that will be determined by the discretion of the Company's Compensation Committee, and your satisfaction of individual performance standards and expectations, as determined by your supervisor. For the avoidance of doubt, you must be employed through the bonus payment date to be eligible for such payment, except as provided in the Severance Agreement (as defined below and in Exhibit B).

   Sign-on Bonus: The Company will pay you a sign-on bonus of $75,000, subject to applicable tax withholdings, which shall be paid within thirty (30) days following your commencement of employment. However, in the event that (a) you terminate your employment for any reason with the Company (other than death, disability or resignation for Good Reason as that term is defined in the Executive Severance and Change of Control Agreement) prior to the first anniversary of the date you begin employment with the Company, or (b) the Company terminates your employment for Cause (as that term is defined in the Executive Severance and Change of Control

Agreement) prior to the first anniversary of the date you begin employment with the Company, then in the event either of the foregoing clauses (a) or (b) occur, you shall be obligated and hereby agree, to repay to the Company $75,000.

3. Equity: Subject to the approval of the Company's Compensation Committee (the "Committee"), you will be granted as soon as practicable by the Committee after your start date (the "Grant Date") equity awards with an aggregate value of $7,000,000 (your "Hire Award"). will be composed of 33% RSUs (the "RSU Award"), 33% non-qualified stock options (the "NQSO Award"), and 33% market stock units (the "MSU Award"), subject to the terms and conditions of the applicable Company Plans, grant policies and practices, and related award agreements, which will be provided after your start date. Your RSU Award will be valued, and the number of shares thereunder will be set based on the guidelines of our equity policy. Your RSU Award will be subject to the following vesting schedule conditions being met over four years -- 25% of the RSU Award will vest on each of the first, second, third, and fourth year anniversaries of your RSU Award grant date, subject to your continued employment on such dates; these RSU Awards will contain a "sell-to-cover" automatic market sale of shares to cover Federal and State tax withholding requirements arising on each vesting date. The number and exercise price of the options subject to the NQSO Award will be set based on the closing price of Company common stock on the Grant Date; 25% of the NQSOs will vest on the first anniversary of your grant date and 6.25% of the NQSOs will vest on each quarterly anniversary thereafter, in each case subject to your continued employment on such dates. The number of MSU Award shares that may vest will depend upon applicable metrics for the performance period. Future annual equity awards will be made in the discretion of the Company's Compensation Committee, subject to the Company's grant policies and the terms and conditions of the applicable Company equity plan and related award agreement in effect at such time.

4. Benefits: As a full-time employee, you will be eligible to participate in certain Company-sponsored health and welfare and 401(k) benefit plans to the same extent as, and subject to the same terms, conditions, and limitations applicable to other employees of the Company of similar rank and tenure. All such benefits may be changed or modified from time to time at the Company's sole discretion. You will be covered from the first day of employment and enrollment will take place within your first 30-days of hire.

5. Paid Time-Off: You will be eligible for Madrigal paid holidays and 160 hours (20 days) of paid time off, prorated in the first partial year of employment, in accordance with the applicable policy guidelines. You will be eligible for 40 hours (5 days) of sick time which is not prorated.

6. Employment Period: Your employment with the Company will be at will, meaning that you will not be obligated to remain employed by the Company for any specified period of time. The Company will not be obligated to continue your employment for any specific period and may terminate your employment at any time, with or without cause.

7. Training: As applicable, employment is subject to successful completion of periodic training and testing regarding product knowledge, disease awareness, and other core job competencies is a continuing requirement for this role.

8. Obligations: As a condition to the Company's willingness to extend you this offer of employment subject to its terms and conditions, you represented orally to (and by signing below you hereby represent to and agree in writing with) the Company, as follows: (a) you are not subject to any agreement, arrangement or obligation that would prohibit, restrict or limit your ability to fully perform services as **Executive Vice President, Chief Medical Officer ("CMO")** or employee of the Company; (b) you will abide by all covenants, policies and restrictions (including but not limited to those related to confidentiality and non-solicitation) of your prior employers or entities for which you served as an employee and/or independent contractor; (c) you will not disclose to the Company any confidential or proprietary information of any other entity or prior employer nor will you use any such information at any time while employed by the Company; and (d) you agree that in the event of any challenge or litigation concerning clauses (a) (b) and/or (c) immediately above, the Company has no obligation to assist you in the defense of such challenge or litigation and the Company has no compensation or payment obligation to you, unless and until such matters have been resolved to the satisfaction of the Company.

9. Contingencies: Our employment offer to you is contingent upon (1) your execution of the standard form of Non-Competition, Confidentiality, and Inventions Agreement (a copy of which is attached hereto as Exhibit A); (2) your ability, as required under federal law, to establish your employment eligibility as a U.S. citizen, a lawful permanent resident of the U.S. or an individual specifically authorized for employment by the Immigration and Naturalization Service; and (3) completion of a satisfactory background check. If any of the foregoing conditions are not met, this employment offer shall be null and void.

10. Potential Severance Benefit Rights: Without limiting the at-will nature of your employment relationship, you will be eligible for severance benefits in certain circumstances, pursuant to the terms of the agreement attached as Exhibit B, which must be fully signed by both parties before becoming effective.

11. Jurisdiction and Waiver: In the case of any dispute, this offer of employment shall be interpreted under the laws of the Commonwealth of Pennsylvania. By accepting this offer of employment, you agree that any action, demand, claim or counterclaim in connection with any aspect of your employment with the Company, or any separation of employment (whether voluntary or involuntary) from the Company, shall be resolved in a court of competent jurisdiction in Pennsylvania by a judge alone, and you knowingly waive and forever renounce your right to a trial before a civil jury.

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We are very enthusiastic about the prospect of your joining us as a Madrigal Pharmaceuticals employee. Please indicate your acceptance of the foregoing by signing one enclosed copy of this letter and returning it within five (5) days of the date of this letter. After that date, this offer will lapse. If you need additional time to respond to this offer, please let us know immediately.

Sincerely,

MADRIGAL PHARMACEUTICALS, INC.

/s/ Bill Sibold
Bill Sibold
*Chief Executive Officer*

Agreed to and accepted:

Name: /s/ David Soergel, Jr., M.D.
David Soergel, Jr., M.D.

Four Tower Bridge
200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428

**EXHIBIT A**

February 12, 2025

David Griffith Soergel, Jr., M.D.

Dear David:

This letter is to confirm our understanding with respect to (i) your agreement not to compete with Madrigal Pharmaceuticals, Inc. or its current or future subsidiaries or Affiliates (collectively, the "**Company**"), (ii) your agreement to protect and preserve information and property which is confidential and proprietary to the Company and your agreement concerning Company Inventions specified herein (with the terms and conditions agreed to in this letter being referred to as the "**Agreement**"). For these purposes, an "Affiliate" is a person or entity that controls, is controlled by or is under common control with the Company, with "control" meaning the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. You hereby acknowledge and agree that you are an "at-will" employee and that no provision of this Agreement shall be construed to create an express or implied employment contract, or a promise of employment for a specific period of time, and the Company expressly reserves the right to end your employment at any time, with or without notice or cause.

In consideration of your employment by the Company, the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, we have agreed as follows:

1. Prohibited Competition and Solicitation.

(a) Certain Acknowledgments and Agreements.

(i) We have discussed, and you recognize and acknowledge the competitive and proprietary aspects of the business of the Company.

(ii) You will devote your full time and efforts to the business of the Company and, during the period of your employment with the Company (the "**Term**") and for a period of twelve (12) months following termination of your employment (whether such termination is voluntary or involuntary), shall not participate, directly or indirectly, in any capacity, in any business which is competitive with the Company's Field of Interest (as described below) in any geographic area in which the Company conducts business or plans to conduct business unless you have received the prior written consent of the Company. You acknowledge and agree that a business will be deemed competitive with the Company if it (1) conducts research, (2) is developing or intends to develop any product candidate, (3) performs any of the services or manufactures or sells any of the products provided or offered by the

Company or (4) performs any other services and/or engages in the production, manufacture, distribution or sale of any product that may be purchased in lieu of purchasing services performed or products produced, manufactured, distributed or sold by the Company, in each case within the Field of Interest at any time during the period of your employment with the Company. As used herein, the term "Field of Interest" means [***]. You hereby acknowledge and agree that the Field of Interest shall be assessed for purposes of this Agreement as of the date on which your employment with the Company terminates.

(iii) You further acknowledge and agree that during the course of your employment with the Company, the Company will furnish, disclose, or make available to you confidential and proprietary information related to the Company's business and that the Company may provide you with unique and specialized training. You also acknowledge that such confidential information and such training have been developed and will be developed by the Company through the expenditure by the Company of substantial time, effort, and money and that all such confidential information and training could be used by you to compete with the Company.

(iv) You have been advised to consult with an attorney of your choice in connection with this Agreement and have been provided the time necessary for such consultation as is reasonable under the circumstances and, if applicable to your work location, in compliance with any state-specific review periods.

(b) Non-Solicitation. During the Term and for a period of twelve (12) months following termination of your employment, whether such termination is voluntary or involuntary, you shall not, without the prior written consent of the Company, within the Geographic Area:

(i) either individually or on behalf of or through any third party, solicit, divert or appropriate or attempt to solicit, divert or appropriate, any vendor, business relationship or customer of the Company during the Term, with the effect or intention of reducing or limiting the amount of business that such vendor, business counterparty or customer does with the Company; or

(ii) either individually or on behalf of or through any third party, solicit, entice or persuade or attempt to solicit, entice or persuade any employees of or consultants to the Company (other than your spouse), who have been employees or consultants of the Company at any time during the Term, or who are employees or consultants of the Company at the time of the solicitation, to leave the services of the Company or provide services to any person or entity other than the Company.

(c) Reasonableness of Restrictions. You further acknowledge and agree that (i) the activities which are prohibited by this Section 1 are narrow and reasonable in relation to the skills which represent your principal salable asset both to the Company and to your other prospective employers, and (ii) given the global nature of the Company's business, including its need to market its services and sell its products in a large geographic area in order to have a sufficient customer base to make the Company's business profitable, the geographic, length of time and substantive scope of the provisions of this Section 1 are reasonable, legitimate and fair to you.

(d) Survival of Acknowledgments and Agreements. Except as expressly set forth hereunder, your acknowledgments and agreements set forth in this Section 1 shall survive the termination of your employment with the Company for the periods set forth above.

2. Protected Information.

(a) Confidentiality Obligations. You shall at all times, both during the Term and thereafter, maintain in confidence and shall not, without the prior written consent of the Company, use, except in the course of performance of your duties for the Company, disclose or give to others any Confidential Information of the Company. As used herein, the term "**Confidential Information**" shall mean any information which is disclosed to or developed by you during the course of performing services for, or receiving training from, the Company, and is not generally available to the public, including but not limited to confidential information concerning business plans, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or others, training methods and materials, financial information, sales prospects, client lists, Company Inventions (as defined in Section 3), or any other scientific, technical, trade or business secret or confidential or proprietary information of the Company or of any third party provided to you during the Term. In the event anyone not employed or otherwise engaged by the Company seeks information from you in regard to any such Confidential Information or any other secret or confidential work of the Company, or concerning any fact or circumstance relating thereto, you will promptly notify the chief executive officer of the Company.

(b) Limited Exceptions. The restrictions in Section 2(a) hereof shall not apply to information that, as can be established by competent written records: (i) was publicly known at the time of the Company's communication thereof to you; (ii) becomes publicly known through no fault of yours subsequent to the time of the Company's communication thereof to you; (iii) was in your possession free of any obligation of confidence at the time of the Company's communication thereof to you; or (iv) is developed by you independently of and without reference to or use of any of the Company's Confidential Information. In the event that you are required by law, regulation or court order to disclose any of the Company's Confidential Information, you shall (i) first notify the Company of such disclosure requirement, unless such advance notice requirement is prohibited by law and (ii) furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

(c) Protected Rights. Nothing in this Agreement prohibits or restricts you or your attorney from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission, any regulatory or self-regulatory organization, or any other governmental authority. Nothing in this Agreement in any way prohibits or is intended to restrict or impede you from discussing the terms and conditions of your employment with coworkers or union representatives or exercising any other protected rights under Section 7 of the National Labor Relations Act.

(d) Survival of Acknowledgments and Agreements. Except as expressly set forth hereunder, your acknowledgments and agreements set forth in this Section 2 shall survive the termination of your employment with the Company.

3. Ownership of Intellectual Property Ideas.

(a) Property of the Company. As used in this Agreement, the term "**Inventions**" shall mean all ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know-how, inventions, designs, developments, apparatus, techniques, methods, biological processes, cell lines, laboratory notebooks and formulae, whether patentable, copyrightable, or not, including all rights to obtain, register, perfect and enforce any of the foregoing. You hereby agree that any Inventions which

you may conceive, reduce to practice or develop during the Term, whether in connection with the business activities of the Company or otherwise, alone or in conjunction with any other party, whether during or out of regular business hours, and whether at the request or upon the suggestion of the Company, or otherwise (collectively, the "**Company Inventions**"), shall be the sole and exclusive property of the Company. You hereby assign to the Company all of your right, title, and interest in and to all such Company Inventions and hereby agree that you shall not publish any of the Company Inventions without the prior written consent of the Company.

(b) Cooperation. During the Term, you agree that, without further compensation, you will disclose promptly to the Company in writing, all Company Inventions you conceive, reduce to practice, or develop during the Term (or, if based on or related to any Confidential Information of the Company obtained by you during the Term, within one (1) year after the termination of your employment). You further agree that you will fully cooperate with the Company, its attorneys and agents in the preparation and filing of all papers and other documents as may be reasonably required to perfect the Company's rights in and to any of such Company Inventions, including, but not limited to, joining in any proceeding to obtain patents, copyrights, trademarks or other legal rights of the United States and of any and all other countries on such Company Inventions; provided, that, the Company will bear the expense of such proceedings (including all of your reasonable expenses). You further agree that any patent or other legal right covering any Company Invention so issued to you, personally, shall be assigned by you to the Company without charge by you. You further acknowledge that all original works of authorship made by you, whether alone or jointly with others within the scope of your employment and which are protectable by copyright are "works made for hire" within the meaning of the United States Copyright Act, 17 U.S.C. § 101, as amended, the copyright of which shall be owned solely, completely, and exclusively by the Company. If any Company Invention is considered to be work not included in the categories of work covered by the United States Copyright Act, 17 U.S.C. § 101, as amended, such work shall be owned solely by, or hereby assigned or transferred completely and exclusively to, the Company. If the Company is unable because of your mental or physical incapacity or for any other reason, after reasonable effort, to secure your signature on any document or documents needed to obtain or enforce any patent, copyright, trademarks or any other rights covering Inventions or original works of authorship assigned by you to the Company as required above, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney-in-fact, to act for and in your behalf and stead to execute and file any application or assignment and to do all other lawfully permitted acts to further the prosecution and issuance to the Company of patents, copyright registrations, trademark registrations or similar protections covering the Inventions with the same legal force and effect as if executed by you.

(c) Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016, notwithstanding any other provision of this Agreement: (i) you will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; or (ii) if you file a lawsuit for retaliation for reporting a suspected violation of law, you may disclose trade secrets to your attorney and use the trade secret information in the court proceeding if you (1) file any document containing the trade secret under seal; and (2) do not disclose the trade secret, except pursuant to court order.

4. Provisions Necessary and Reasonable/Breach/Attorneys' Fees. You agree that (i) the provisions of Sections 1, 2 and 3 of this Agreement are necessary and reasonable to protect the Company's Confidential Information, Company Inventions, and goodwill and (ii) in the event of any breach of any of the covenants set forth herein, the Company would suffer substantial irreparable harm and would not have an adequate remedy at law for such breach. In recognition of the foregoing, you agree that in the event of a breach or threatened breach of any of these covenants, in addition to such other remedies as the Company may have at law, without posting any bond or security, the Company shall be entitled to seek and obtain equitable relief, in the form of specific performance, and/or temporary, preliminary or permanent injunctive relief, or any other equitable remedy which then may be available. The seeking of such injunction or order shall not affect the Company's right to seek and obtain damages or other equitable relief on account of any such actual or threatened breach. In the event the Company takes any court action with respect to your breach or threatened breach of this Agreement, and prevails in such action, you shall be obligated to reimburse the Company for its reasonable attorneys' fees and costs incurred in such action.

5. Disclosure to Future Employers. You agree that you will provide, and that the Company may similarly provide in its discretion, a copy of the covenants contained in Sections 1, 2 and 3 of this Agreement to any business or enterprise which you may directly, or indirectly, own, manage, operate, finance, join, control or in which you participate in the ownership, management, operation, financing, or control, or with which you may be connected as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise.

6. Representations Regarding Prior Work and Legal Obligations.

(a) You represent that you have no agreement or other legal obligation with any prior employer or any other person or entity that restricts your ability to engage in employment discussions with, employment with, or to perform any function for, the Company.

(b) You represent that you have been advised by the Company that at no time should you divulge to or use for the benefit of the Company, any trade secret or confidential or proprietary information of any previous employer. You acknowledge that you have not divulged or used any such information for the benefit of the Company.

(c) You acknowledge that the Company is basing important business decisions on these representations and affirm that all of the statements included herein are true.

7. Records. Upon termination of your employment relationship with the Company, you shall deliver to the Company any property of the Company which may be in your possession including products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same.

8. No Conflicting Agreements. You hereby represent and warrant that you have no commitments or obligations inconsistent with this Agreement and you hereby agree to indemnify and hold the Company harmless against loss, damage, liability, or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty.

9. General.

(a) Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telex, telecopy or facsimile transmission with confirmed receipt thereof (and with a copy of such telex, telecopy or facsimile, together with a copy of the confirmation sent to the recipient by regular U.S. mail on the next business day), (iii) sent by overnight courier, or (iv) sent by registered mail, return receipt requested, postage prepaid.

If to the Company: Madrigal Pharmaceuticals
Four Tower Bridge
200 Barr Harbor Drive, Suite 200
West Conshohocken, PA 19428

If to you: To the address set forth on the first page of this Agreement.

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telex, telecopy or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.

(b) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement.

(c) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.

(d) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given and shall not constitute a continuing waiver or consent.

(e) Assignment. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which you are principally involved. Your rights and obligations under this Agreement may not be assigned by you without the prior written consent of the Company.

(f) Benefit. All statements, representations, warranties, covenants, and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to

create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

(g) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws principles thereof.

(h) Jurisdiction. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Commonwealth of Pennsylvania or of the United States of America. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

(i) Severability. The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision or the geographic area covered thereby, the Company and you agree that the court making such determination shall have the power to reduce the duration and/or geographic area of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form such provision shall then be enforceable and shall be enforced.

(j) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

(k) No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power, or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

(l) Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If the foregoing accurately sets forth our agreement, please so indicate by signing and returning to us the enclosed copy of this letter.

Very truly yours,

MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Bill Sibold
Bill Sibold
*Chief Executive Officer*

Agreed to and accepted:

/s/ David Soergel, Jr., M.D.
Name: David Soergel, Jr., M.D.

EXHIBIT B

**SEVERANCE AND CHANGE OF CONTROL AGREEMENT**

This Severance and Change of Control Agreement (the "**Agreement**") is entered into as of February 12, 2025, by and between Madrigal Pharmaceuticals Inc., a Delaware corporation (the "**Company**"), and David Soergel ("**Executive**").

**WHEREAS**, Executive is employed by the Company, and because of such employment, possesses detailed knowledge of the Company and its business and operations;

**WHEREAS**, Executive's continued service to the Company is very important to the future success of the Company;

**WHEREAS**, the Company desires to enter into this Agreement to provide Executive with certain financial protection in the event that Executive's employment terminates under certain circumstances, and thereby to provide Executive with incentives to remain with the Company; and

**WHEREAS**, the Board of Directors of the Company (the "**Board**") acting through the Compensation Committee has determined that it is in the best interests of the Company to enter into this Agreement.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

1. **Definitions**.

(a) **Cause**. As used herein, "**Cause**" shall include (and is not limited to): (i) dishonesty with respect to the Company or any affiliate, parent or subsidiary of the Company; (ii) insubordination; (iii) substantial malfeasance or nonfeasance of duty; (iv) unauthorized disclosure of confidential information; (v) Executive's breach of any material provision of any employment, consulting, advisory, non-disclosure, invention, assignment, non-competition, or similar agreement between Executive and the Company; or (vi) conduct substantially prejudicial to the business of the Company or any affiliate, parent or subsidiary of the Company. The Board shall have sole discretion to determine the existence of "Cause" and its determination will be conclusive on Executive and the Company; provided that the Board may delegate its power to act under this paragraph (a) to a committee of the Board in which case the determination of such committee shall be conclusive. "Cause" is not limited to events which have occurred prior to the termination of Executive's service, nor is it necessary that the Board's finding of "Cause" occur prior to such termination. If the Board determines, subsequent to Executive's termination of service, that either prior or subsequent to Executive's termination Executive engaged in conduct which would constitute "Cause," then Executive shall have no right to any benefit or compensation under this Agreement.

(b) **Change of Control**. As used herein, a "**Change of Control**" shall mean the occurrence of any of the following events:

(i) **Ownership**. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company

representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities (excluding for this purpose any such voting securities held by the Company, or any affiliate, parent or subsidiary of the Company, or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve; or

(ii) **Merger/Sale of Assets**. (A) A merger or consolidation of the Company, whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be outstanding immediately after such merger or consolidation; or (B) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(iii) **Change in Board Composition**. A change in the composition of the Board as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date of this Agreement, or (B) are elected, or nominated for election to the Board with the affirmative votes of at least a majority of the Incumbent Directors, or by a committee of the Board made up of at least a majority of the Incumbent Directors, at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(c) **Good Reason**. As used herein, a "**Good Reason**" shall mean: (i) Executive, as a condition of remaining an employee of the Company, is required to change the principal location where Executive renders services to the Company to a location more than fifty (50) miles from Executive's then-current location of employment; (ii) there occurs a material adverse change in Executive's duties, authority or responsibilities which causes Executive's position with the Company to carry significantly less responsibility or authority than Executive's position on the date hereof, or (iii) there occurs a material reduction in Executive's base salary from Executive's base salary received on the date hereof, provided that any notice of termination by Executive for Good Reason shall be given by Executive within fifteen (15) days of Executive's becoming aware of the occurrence of the facts giving rise to such Good Reason. For purposes of this Agreement, "Good Reason" shall be interpreted in a manner, and limited to the extent necessary, so that it will not cause adverse tax consequences for either party with respect to Section 409A of the Internal Revenue Code of 1986, as amended ("**Code Section 409A**"), and any successor statute, regulation and guidance thereto.

(d) **Base Salary**. As used herein, "**Base Salary**" shall mean Executive's annual base salary, excluding reimbursements, bonuses, benefits, and amounts attributable to stock options and other non-cash compensation.

2. **Severance for Termination by the Company Other than For Cause or by Executive for Good Reason**. In the event that (i) Executive's employment is terminated by action of the Company other than for Cause, or (ii) Executive terminates Executive's employment for Good

Reason, then Executive shall receive the following (A) in part consideration for undertaking the obligations set forth in the Confidentiality and Inventions and Restrictive Covenants Agreement signed and delivered by Executive as of the date thereof and (B) subject to Executive's execution of a release of claims as described in Section 7:

(a) **Severance Payments**. Continuation of payments in an amount equal to Executive's then-current Base Salary for a twelve (12) month period less all customary and required taxes and employment-related deductions, in accordance with the Company's normal payroll practices (provided such payments will be made at least monthly).

(b) **Separation Bonus**. Payment of a separation bonus in an amount equal to the target annual bonus to which Executive may have been entitled for the year in which Executive is terminated, less all customary and required taxes and employment-related deductions, paid in twelve (12) equal monthly installments less all customary and required taxes and employment-related deductions, in accordance with the Company's normal payroll practices (provided such payments will be made at least monthly).

(c) **Equity Acceleration**. Acceleration of vesting of any and all outstanding equity awards that would have vested during the period commencing on Executive's date of termination through and including the date that is twelve (12) months following Executive's date of termination.

(d) **COBRA Payments**. Upon completion of the appropriate COBRA ("**COBRA**" is the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) forms, and subject to all the requirements of COBRA, the Company shall continue Executive's participation in the Company's health and dental insurance plans at the Company's cost (except for Executive's applicable contribution portion and co-pay, if any, which shall be deducted from Executive's severance compensation) for the twelve (12) months following Executive's date of termination, to the same extent that such insurance is provided to similarly situated Company executives, provided that this benefit will cease and the Company will be under no obligation to provide it if Executive has become eligible for coverage under another employer's group coverage, and Executive hereby agrees to notify the Company promptly and in writing should that occur.

(e) **No Duplication**. In the event that Executive is eligible for the severance payments and benefits under Section 3 below, Executive shall not be eligible for and shall not receive any of the severance payments and benefits as provided in this Section 2.

3. **Change of Control Severance**. In the event that a Change of Control occurs and within a period of one (1) year following the Change of Control either: (i) Executive's employment is terminated by action of the Company other than for Cause, or (ii) Executive terminates Executive's employment for Good Reason, then Executive shall receive the following (A) in part consideration for undertaking the obligations set forth in the Confidentiality and Inventions and Restrictive Covenants Agreement signed and delivered by Executive as of the date thereof and (B) subject to Executive's execution of a release of claims as described in Section 7:

(a) **Lump Sum Severance Payment**. Within thirty (30) days following Executive's termination, payment of an amount equal to twelve (12) months of Executive's then-current Base Salary less all customary and required taxes and employment-related deductions.

(b) **Separation Bonus**. Within thirty (30) days following Executive's termination, payment of a separation bonus in an amount equal to the target annual bonus to which Executive may have been entitled for the year in which Executive is terminated, less all customary and required taxes and employment-related deductions.

(c) **Equity Acceleration**. Full acceleration as of the date of termination of vesting of any and all equity awards outstanding immediately prior to termination.

(d) **COBRA Payments**. Upon completion of the appropriate COBRA forms, and subject to all the requirements of COBRA, the Company shall continue Executive's participation
in the Company's health and dental insurance plans at the Company's cost (except for Executive's applicable contribution portion and co-pay, if any, which shall be deducted from Executive's severance compensation) for the twelve (12) months following Executive's date of termination, to the same extent that such insurance is provided to similarly situated Company executives. provided that this benefit will cease. The Company will be under no obligation to provide it if Executive has become eligible for coverage under another employer's group coverage. Executive hereby agrees to notify the Company promptly and in writing should that occur.

(e) **No Duplication**. In the event that Executive is eligible for the severance payments and benefits under Section 2 above, Executive shall not be eligible for and shall not receive any of the severance payments and benefits as provided in this Section 3.

4. **No Severance**. In the event that Executive's employment is terminated for any reason other than those outlined in Sections 2 or 3, then Executive shall have no right to any of the severance payments and benefits provided under this Agreement.

5. **Distribution Limitation**. If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change of Control (for purposes of this section, a "**Payment**") would: (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "**Code**"); and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall be either: (x) the full amount of such Payment; or (y) such lesser amount (with cash payments being reduced before stock option compensation) as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employment taxes, income taxes, and the Excise Tax, results in Executive's receipt, on an after- tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax.

6. **Timing Of Payments**. Notwithstanding any other provision with respect to the timing of payments under Sections 2 or 3, if at the time of Executive's termination, Executive is deemed to be a "specified employee" of the Company (within the meaning of Code Section

409A(a)(2)( B)(i) and any successor statute, regulation and guidance thereto ("**Code Section 409A**")), then limited only to the extent necessary to comply with the requirements of Code Section 409A any payments to which Executive may become entitled under Sections 2 or 3, which are subject to Code Section 409A (and not otherwise exempt from its application) will be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Sections 2 or 3.

7. **Release of Claims**. The Company shall not be obligated to pay Executive any of the compensation set forth in Sections 2 and 3, unless and until Executive has executed, and not revoked, a timely full and general release of all claims against the Company and any affiliate, parent or subsidiary, and its and their officers, directors, employees, and agents, in a form satisfactory to the Company. Any payments due pursuant to Sections 2 and 3 of this Agreement shall commence sixty (60) days after the Executive's last day of employment, at which time Executive shall have no right to revoke any previously executed general release of claims.

8. **No Impact on Employment Status**. This Agreement is not intended to confer, and shall not be interpreted as conferring, any additional employment rights on Executive, and has no impact on either party's right to terminate Executive's employment under contract or applicable law.

9. **Enforceability; Reduction**. If any provision of this Agreement shall be deemed invalid or unenforceable as written, this Agreement shall be construed, to the greatest extent possible, or modified, to the extent allowable by law, in a manner which shall render it valid and enforceable and any limitation on the scope or duration of any provision necessary to make it valid and enforceable shall be deemed to be a part thereof. No invalidity or unenforceability of any provision contained herein shall affect any other portion of this Agreement.

10. Notices.

(a) All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telex, telecopy, facsimile, electronic mail, or other electronic transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

*If to the Company*:

Chief Executive Officer Madrigal Pharmaceuticals, Inc. 200
Barr Harbor Drive, Suite 200 West Conshohocken, PA 19428

*If to Executive*:

To Executive's last known address in the Company's personnel records.

(b) All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telex, telecopy, facsimile, electronic mail, or other electronic transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered or certified mail, on the fifth (5th) business day following the day such mailing is made.

11. **Entire Agreement/No Duplication of Compensation or Benefits**. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof including, but not limited to, any offer letter or employment agreement previously entered into between Executive and the Company. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms of Sections 2 and 3 above shall replace any agreement policy or practice which otherwise would obligate the Company to provide any severance compensation and/or benefits to Executive, *provided* that this provision shall not be construed to otherwise limit Executive's rights to payments or benefits provided under any pension plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended), deferred compensation, stock, stock option or similar plan sponsored by the Company.

12. **Modifications and Amendments**. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto. Any such amendment shall comply with the requirements of Code Section 409A, if applicable.

13. **Waivers and Consents**. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

14. **Assignment**. The rights and obligations under this Agreement may be assigned by the Company.

15. **Benefit**. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

16. **Arbitration**. Any controversy, dispute or claim arising out of or in connection with this Agreement will be settled by final and binding arbitration to be conducted in Philadelphia, Pennsylvania pursuant to the national rules for the resolution of employment disputes of the American Arbitration Association then in effect. The decision or award in any such arbitration will be final and binding upon the parties, and judgment upon such decision or award may be entered in any court of competent jurisdiction, or application may be made to any such court for judicial acceptance of such decision or award and an order of enforcement. In the event that any procedural matter is not covered by the aforesaid rules, the procedural law of the Commonwealth of Pennsylvania will govern. Any disagreement as to whether a particular dispute is arbitral under this Agreement shall itself be subject to arbitration in accordance with the procedures set forth herein. Notwithstanding the foregoing, any right or obligation arising out of or concerning any separate contract or agreement between the parties (including but not limited to any employee, non-com petition, non-solicitation, non-disclosure and invention agreement) shall be decided in accordance with the dispute resolution mechanism provided for by such contract or agreement.

17. **Governing Law / Jurisdiction / Service of Process**. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Pennsylvania, without giving effect to the conflict of law principles thereof. Any legal action or proceeding with respect to this Agreement that is not subject to arbitration pursuant to Section 16 will be brought in the courts of the Commonwealth of Pennsylvania, County of Montgomery, or of the United States of America for the Eastern District of Pennsylvania, sitting in Philadelphia. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the party at its address set forth in Section 10.

18. **Counterparts**. This Agreement may be executed in multiple counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

MADRIGAL PHARMACEUTICALS, INC.

By: /s/ Bill Sibold

Name: Bill Sibold
Title: *Chief Executive Officer*

EXECUTIVE

By: /s/ David Soergel, Jr., M.D. Name: David Soergel, Jr., M.D.

# LEASE AGREEMENT

**KPG FF Owner, L.P.**
**Landlord**

**AND**

**Madrigal Pharmaceuticals, Inc.**
**Tenant**

**AT**

**1001 Conshohocken State Road**
**West Conshohocken, Pennsylvania 19428**

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**LEASE AGREEMENT**

**INDEX**

**THIS LEASE AGREEMENT** ("Lease") is made by and between KPG FF Owner, L.P., a Delaware limited partnership ("Landlord") and Madrigal Pharmaceuticals, Inc., a Delaware corporation ("Tenant"), and is dated as of the last date on which this Lease has been fully executed by Landlord and Tenant ("date of this Lease" or "Effective Date"). In consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the parties hereby agree as follows:

1. **Basic Lease Terms and Definitions**.

(a) **Premises**: That certain space containing approximately 54,115 rentable square feet ("RSF"), located as shown on **Exhibit "A"**. The Premises consists of the following spaces:

(i) From and after the Commencement Date, approximately 14,932 RSF, being a portion of the leasable area on the second floor of Building 2, as shown on **Exhibit "A"** (the "Initial Premises" or "Phase One Space"); and

(ii) From and after the Phase Two Commencement Date, the following:

(1) approximately 7,080 RSF, being the remaining portion of the leasable area on the second floor of Building 2, as shown on **Exhibit "A"** (the "Additional Second Floor Space");

(2) approximately 21,975 RSF, designated as Suite 2-300, being part of the third floor of Building 2, as shown on **Exhibit "A"** ("Suite 2-300"); and

(3) approximately 10,128 RSF, designated as Suite 1-104, being part of the first floor of Building 1, as shown on **Exhibit "A"** ("Suite 1-104" and together with the Additional Second Floor Space and Suite 2-300, collectively, the "Additional Premises" or "Phase Two Space").

(b) **Building**: The existing buildings, deemed to include 254,318 RSF, currently known as "1K1" (or such other name as Landlord may from time to time designate), having the street address at 1001 Conshohocken State Road, West Conshohocken, Pennsylvania (Building 1 and Building 2 together, individually or collectively as the context may require, hereinafter referred to as the "Building", and together with the lot(s) or parcel(s) of land on which the same are located and improvements thereto, the "Property").

(c) **Term**: The "Initial Term" shall be the continuous period of time beginning on the Commencement Date, including the period from the Commencement Date to the Phase Two Commencement Date, and continuing to and ending on the last day of the month that is sixty-six (66) full calendar months from the Phase Two Commencement Date (plus any partial month from the Phase Two Commencement Date until the first day of the next full calendar month during the Term, if the Phase Two Commencement Date is not the first day of the month). The "Term" shall include the Initial Term and any period of renewal or extension of the Term if this Lease is renewed or extended pursuant to a right or option of Tenant under Exhibit "F" or otherwise granted to Tenant under the terms of this Lease.

(d) **Commencement Date**: The "Commencement Date" is the date that the Initial Premises is delivered to Tenant in "AS IS" condition, estimated to be sixty (60) days from the Effective Date. Tenant shall have early access to the Initial Premises for the purpose of installing Tenant's furniture, fixtures, equipment, wiring and cabling (without triggering the Commencement Date) commencing as of the Effective Date, under the terms and conditions of Paragraph E-4(d) of Article II of Exhibit "E" of this Lease. At either party's request, the parties shall execute a written confirmation of the Commencement Date and other matters concerning the Lease in form and content reasonably satisfactory to the parties.

(e) **Phase Two Delivery Date; Phase Two Commencement Date**:

(i) Unless Landlord receives Tenant's Election Notice to have Landlord perform the Work by the Tenant's Election Deadline, as such terms are defined in subsection 1(e)(ii) below (in which case, the terms of subsection 1(e)(ii) below will be effective), the following terms shall be effective: (1) The "Phase Two Delivery Date" is the date that the Landlord has achieved Substantial Completion of the Base Building Work with respect to the Phase Two Space as described in Article I of Exhibit "E" and the Phase Two Space is delivered to Tenant, estimated to be approximately ninety (90) days from the date of this Lease; and (2) The "Phase Two Commencement Date" is January 15, 2026. Tenant's obligation to pay Base Rent, Excess Operating Expenses, and Excess Property Taxes for the Phase Two Space will commence as of such Phase Two Commencement Date.

(ii) Notwithstanding the foregoing, Tenant may elect to have Landlord perform the Work with respect to the Phase Two Space by delivering to Landlord written notice of such election ("Tenant's Election Notice") by not later than May 31, 2025 ("Tenant's Election Deadline"), time being of the essence of such notice. If Landlord does not receive a valid Tenant's Election

Notice by the Tenant's Election Deadline, Tenant's rights to have Landlord perform the Work shall be deemed to have been irrevocably waived, released and terminated, and the remainder of this subsection and Exhibit "K" shall be of no effect. If Tenant delivers Tenant's Election Notice to Landlord by not later than the Tenant's Election Deadline, then the terms of Exhibit "K" shall be effective such that in lieu of Tenant providing the Work under Article II of the Work Letter in Exhibit "E", Landlord shall provide the Work under the terms of Exhibit "K", and the "Phase Two Commencement Date" shall be the thirtieth ($30^{th}$) day after the earliest of the following: (i) the date the Work to be provided by Landlord on and about the Phase Two Space is Substantially Complete as described in Exhibit "K" and (ii) the date Tenant, with Landlord's consent, occupies the Phase Two Space or any portion thereof for purposes of conducting business operations. Tenant's obligation to pay Base Rent, Excess Operating Expenses, and Excess Property Taxes for the Phase Two Space will commence as of such Phase Two Commencement Date.

(iii) Tenant and Tenant's employees, agents and contractors shall have early access to the Initial Premises and the Phase Two Space commencing immediately upon the Effective Date of this Lease under the terms and conditions of Paragraph E-4(d) of Article II of Exhibit "E" of this Lease.

(f) **Expiration Date**: The last day of the Term.

(g) **Base Rent**: Payable in monthly installments as follows:

(i) From the Commencement Date through the Phase Two Commencement Date, Base Rent for the Initial Premises only shall be as follows:

| Period of Term<br>From To | Annual Base Rent | Monthly Installments | Per RSF. Rate |
|---|---|---|---|
| From Commencement Date through Phase Two Commencement Date | $ 559,950.00 | $ 46,662.50 | $ 37.50 |

(ii) From and after the Phase Two Commencement Date, Base Rent for the Premises shall be as follows:

| Period of Term<br>From To | Annual Base Rent | Monthly Installments | Per RSF. Rate |
|---|---|---|---|
| From Phase Two Commencement Date through Month 12 of the Term (subject to the First Abatement Period) | $ 2,029,312.50 | $ 169,109.38 | $ 37.50 |
| From Month 13 through Month 24 of the Term | $ 2,065,028.40 | $ 172,085.70 | $ 38.16 |
| From Month 25 through Month 36 of the Term | $ 2,101,826.60 | $ 175,152.22 | $ 38.84 |
| From Month 37 through Month 48 of the Term | $ 2,139,707.10 | $ 178,308.93 | $ 39.54 |
| From Month 49 through Month 60 of the Term | $ 2,178,128.75 | $ 181,510.73 | $ 40.25 |
| From Month 61 through Month 66 of the Term (subject to the Second Abatement Period) | $ 2,218,173.85 | $ 184,847.82 | $ 40.99 |

Tenant will be entitled to an abatement of certain monthly installments of Base Rent, Excess Operating Expenses, and Excess Property Taxes, as applicable for those periods of the Term consisting of the following:

(i) the first three (3) full calendar months of the Term following the Phase Two Commencement Date (i.e., Month 1 through Month 3 of the table of Base Rent above in this subsection (ii); referred to herein as the "First Abatement Period"); and

(ii) the final three (3) full calendar months of the Term (i.e., Month 64 through Month 66 of the table of Base Rent above in this subsection (ii); referred to herein as the "Second Abatement Period" and together with the First Abatement Period, the "Abatement Periods").

If the Phase Two Commencement Date is not the first day of the month, Tenant shall pay Base Rent for the number of days included in such partial month from the Phase Two Commencement Date, prorated based on the number of days in such month, so that the First Abatement Period will commence on the first day of the first full month of the Term following the Phase Two Commencement Date. Tenant shall not be entitled to any other free rent or rent abatement except as set forth in this paragraph. All amounts of Rent abated hereunder shall become immediately due and payable by Tenant to Landlord upon

any Event of Default by Tenant. Tenant's obligation to pay costs and charges for electricity and other utilities and all other Additional Rent pursuant to the terms of the Lease shall not be waived, released or abated during such Abatement Periods.

(h) **Base Year**: The 2026 calendar year (i.e., from January 1, 2026 through December 31, 2026).

(i) **Tenant's Share**: (also see Definitions in Rider 1)

(i) Tenant's Share with respect to the Initial Premises (i.e., the Phase One Space), based on 14,932 RSF, is 5.87%.

(ii) Tenant's Share with respect to the Additional Premises (i.e., the Phase Two Space), based on 39,183 RSF, is 15.41%.

(iii) Tenant's Share with respect to the Premises, based on 54,115 RSF, is 21.28%.

(j) **Use**: General office and ancillary uses consistent with general office use.

(k) **Intentionally Deleted.**

(l) **Intentionally Deleted.**

(m) **Broker**: Landlord was represented by Cushman & Wakefield of Pennsylvania, LLC and Tenant was represented by Cushman & Wakefield of Pennsylvania, LLC in connection with entering into this Lease. (Also see Section 25(h) below.)

(n) **Addresses For Notices**:

Landlord:
KPG FF Owner, L.P.
c/o Keystone Development + Investment
1001 Conshohocken State Road, Suite 2-201
West Conshohocken, PA 19428
Attn: President

With a required copy to:
Keystone Development + Investment
1001 Conshohocken State Road, Suite 2-201
West Conshohocken, PA 19428
Attn: General Counsel

Tenant:
Before Commencement Date:

Madrigal Pharmaceuticals, Inc.
Four Tower Bridge
200 Barr Harbor Drive, Suite 301
West Conshohocken, PA 19428
Attn: CHRO

With a required copy of default notices to:

Madrigal Pharmaceuticals, Inc.
Four Tower Bridge
200 Barr Harbor Drive, Suite 301
West Conshohocken, PA 19428
Attn: General Counsel

After Commencement Date:

Madrigal Pharmaceuticals, Inc.
1001 Conshohocken State Road, Suite 1-104
West Conshohocken, PA 19428
Attn: CHRO

With a required copy of default notices to:

Madrigal Pharmaceuticals, Inc.
1001 Conshohocken State Road, Suite 1-104
West Conshohocken, PA 19428
Attn: General Counsel

(o) **Additional Defined Terms**: See **Rider 1** for the definitions of other capitalized terms.

(p) **Contents**: The following are attached to and made a part of this Lease:

Riders: 1 – Additional Definitions
2(b) – List of FF&E

Exhibits: "A" – Plan Showing Premises
"B" – Building Rules
"C" – Estoppel Certificate Form
"D" – Cleaning Schedule
"E" – Work Letter
"F" – Extension Option
"G" – Right of Offer
"H" – Expansion Option
"I" – Form of Subordination, Non-Disturbance and Attornment Agreement (SNDA)
"J" – Building Exclusives
"K" – Tenant's Option for Work by Landlord

2. **Premises**.

(a) Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas. Subject to Landlord's obligations under the Work Letter attached hereto as Exhibit "E" or "K" as applicable, Tenant accepts the Premises, Building, Property and Common Areas "AS IS", without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Lease. Landlord represents and warrants to Tenant that the existing VAV boxes and other Building Systems serving the Initial Premises are in good working order as of the date of this Lease, without limitation of Landlord's representations and warranties expressly set forth in Section 9(a) below. Furthermore, Landlord agrees to Maintain the VAV boxes serving the Initial Premises, as necessary to keep the same in good working order, at no cost or expense to Tenant during the Initial Term. Tenant expressly agrees that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease. Landlord and Tenant (a) acknowledge that all square foot measurements are approximate and (b) stipulate and agree to the rentable square footages set forth in Sections 1(a) and 1(b) above for all purposes with respect to this Lease. Subject to the terms and provisions of this Lease, Landlord's rules and regulations and reasonable security requirements, during the Term, Tenant will be permitted access to the Building, the Premises and the Common Area parking facilities of the Building 24 hours per day, 7 days per week, 52 weeks per year, without requirement of prior notice to Building management. Tenant will be solely responsible for access to the Premises and security within the Premises, including, without limitation, any security system at the Premises desired by Tenant, which security system (which may include, without limitation, an intercom system having an intercom terminal in the main lobby of the Building as well as at the entrances to the Premises, and cameras within and about the entrances to the Premises), shall be installed (subject to Landlord's prior approval of Tenant's plans and specifications therefor, which approval shall not be unreasonably withheld, conditioned or delayed)) and operated, maintained, repaired and replaced by Tenant at Tenant's sole cost and expense. Landlord will reasonably cooperate with Tenant to allow Tenant's security system to control elevator access and stairwell access to any full floor of the Building leased by Tenant, subject to applicable Laws (including, without limitation, fire and safety building codes and any required inspections) and Landlord's access rights under Section 14 and other applicable provisions of this Lease. Tenant shall provide Landlord with all keys, keycards and access codes necessary for entry to the Premises at all times. Upon or prior to the Commencement Date, Landlord will furnish Tenant with an unlimited number of Mobile Hands-Free Access Accounts for access to the Building by Tenant and its Agents. Upon not less than 24 hours' prior notice, Landlord will permit Tenant to review any film or video records of the security camera system of the Building, to the extent such records are then existing and in Landlord's possession or control, subject to applicable Laws. Landlord will maintain such film or video records from the security camera system of the Building for thirty (30) days. Any security services provided by Landlord will be for the sole benefit of Landlord and the protection of Landlord's property. Landlord reserves the right to exclude from the Building between the hours of 6 p.m. and 7 a.m. the following day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

(b) Appurtenant to the lease of the Initial Premises, Tenant is hereby granted a temporary, revocable license to use certain desks, cubicles and other items of furniture consisting of those listed in Rider 2(b) attached hereto (the "FF&E"), under the terms and conditions of this Section 2(b). The term of this license and Tenant's right to use the FF&E shall commence as of the Commencement Date and shall continue to and terminate upon the earliest of the following: (i) the removal of the FF&E from the Initial Premises or (ii) the date of expiration or any earlier termination of this Lease or of Tenant's possession of the Initial Premises.

Within 30 days after Landlord's receipt of Tenant's written request to remove the FF&E from the Initial Premises (a "Removal Notice"), Landlord, at no charge to Tenant, will remove all of the FF&E from the Initial Premises. Landlord and Tenant will cooperate to schedule such removal to take place at a time outside of Tenant's normal hours of operation at the Initial Premises. Tenant, as licensee, takes the FF&E "as is," "where is," and "with all faults." Landlord, as licensor, has not made and does not make any representations as to the physical condition, operation or any other matter affecting or related to the FF&E and this license (except for the representation that Landlord has the right to transfer the FF&E to Tenant free and clear of the interests of other parties claiming by, through or under Landlord), and Tenant, as licensee, hereby expressly acknowledges that no such representations have been made. Landlord, as licensor, expressly disclaims and Tenant, as licensee, acknowledges and accepts that Landlord has disclaimed to the maximum extent permitted by law, any and all representations, warranties or guaranties of any kind, oral or written, express or implied, concerning the FF&E, including, without limitation, (i) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the FF&E, (ii) the manner or quality of the construction or materials, if any, incorporated into any of the FF&E, (iii) the manner, quality, state of repair or lack of repair of the FF&E and (iv) except as set forth above, the condition of title to the FF&E. Tenant further warrants and represents that Tenant has inspected the Premises and the FF&E contained therein, that the list of FF&E attached hereto as Rider 2(b) is accurate, correct and complete, and that Tenant shall not have or seek recourse against and, except as set forth herein, Tenant expressly waives any and all claims Tenant has, had or may have against Landlord and its property manager, affiliates, officers, agents and employees, with respect to the FF&E. Landlord shall not be obligated to maintain, repair or replace the FF&E or any component thereof. Tenant, at Tenant's expense, shall maintain, repair and keep the FF&E in the same condition as the FF&E was in at the Commencement Date, reasonable wear and tear excepted. Tenant shall not damage or deface the FF&E and shall not suffer or permit waste to be committed with respect to the FF&E. The FF&E shall at all times belong to Landlord. Tenant shall not, without the prior written consent of Landlord, sell, assign, grant, pledge or encumber the FF&E or any interest in the FF&E or purport to do so, remove the FF&E from the Initial Premises, or allow anyone other than Tenant and Tenant's employees to use the FF&E. During the term of this license, Tenant shall ensure that the FF&E is covered by Tenant's property insurance policy. If any of the FF&E is damaged, lost, stolen, or destroyed, Tenant, at Tenant's expense, shall repair the damage or replace the same as necessary to return the FF&E in the same condition as it is required to be maintained hereunder. Additions and replacements to the FF&E shall be included in the term "FF&E" and subject to all of the terms and conditions of this license. At the end of the term of this license, Tenant shall return the FF&E to Landlord in at least as good a condition as the FF&E was in at the Commencement Date, reasonable wear and tear excepted.

3. **Use**.

(a) Tenant shall occupy and use the Premises only for the Use specified in Section l above. Tenant shall not permit any conduct or condition which may endanger, disturb, annoy, or otherwise unreasonably interfere with the normal operations of any other tenant or occupant of the Building or Property or with the management of the Building or Property. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times.

(b) Tenant's Exclusive. On and after the Effective Date and throughout the Term as the same may be renewed or extended in accordance with the terms of this Lease, for so long as during the period after the Commencement Date and continuing until the Phase Two Commencement Date Tenant continues to lease and occupy at least 14,932 RSF in the Building, and for so long as during the period after the Phase Two Commencement Date Tenant continues to lease and occupy at least 44,000 RSF in the Building, and after the Commencement Date Tenant remains open for business in the Premises for purposes of pharmaceutical liver metabolic industry operations as a primary use (i.e., more than fifteen percent (15% of its gross sales), and no Event of Default occurs and is continuing beyond applicable notice and cure periods, Landlord shall not enter into any other lease for space in the Building, or permit any other portion of the Building to be used by any other tenant, occupant or user for, pharmaceutical liver metabolic industry operations as a primary use (i.e., more than fifteen percent (15%) of that user's gross sales) (the "Exclusive Use Restriction"). Notwithstanding the foregoing, the Exclusive Use Restriction shall not be applicable to (a) those Building leases existing as of the Effective Date and to any extensions or renewals thereof (each, an "Existing Lease"), (b) any successors, assigns, subtenants or replacement tenants using or occupying the spaces leased under any Existing Leases, including any relocations under any Existing Leases, (c) any medical office or medical practice, clinic, or hospital operations, or (d) any tenants or occupants involved in pharmaceutical liver metabolic industry operations as an incidental use (i.e., less than fifteen percent (15%) of that user's gross sales), all of which Tenant agrees are expressly exempt from this Section 3(b) and are permitted in the Building. Landlord agrees that Landlord shall not give its consent or approval with respect to a change of use by any other tenant or occupant of the Building (including, without limitation, with respect to any Existing Leases) if such change of use would breach the Exclusive Use Restriction, if and to the extent that Landlord has the right to withhold such consent or approval. If, during the period after the Commencement Date and continuing until the Phase Two Commencement Date Tenant ceases to lease and occupy at least 14,932 RSF in the Building, or during the period after the Phase Two Commencement Date Tenant ceases to lease and occupy at least 44,000 RSF in the Building, or Tenant ceases to remain open for business for purposes of pharmaceutical liver metabolic industry operations as a primary use (i.e., more than fifteen percent (15% of its gross sales), or an Event of Default occurs and is continuing beyond applicable notice and cure periods, then the Exclusive Use Restriction shall automatically terminate as of the date of such cessation or Event of Default,

whichever occurs first, and thereafter the Exclusive Use Restriction shall be null and void and of no further force and effect. Upon any breach of the Exclusive Use Restriction by Landlord (a "Landlord Exclusive Breach") that continues in excess of sixty (60) days following Landlord's receipt of written notice to Landlord of such Landlord Exclusive Breach, this Lease shall not be subject to termination, but Tenant shall be entitled to all other rights and remedies available under this Lease, at law or in equity for such Landlord Exclusive Breach including, without limitation, the right to seek an injunction restraining such breach. Landlord shall include provisions in all new leases for other tenants in the Building entered into by Landlord after the date hereof prohibiting the tenant(s) thereunder from utilizing its premises for a use in violation of the Exclusive Use Restriction. Notwithstanding the foregoing, Tenant shall have no remedy against Landlord for a breach of the Exclusive Use Restriction if another tenant or occupant in the Building violates a provision of its lease or license agreement regarding its premises, which either does not permit or specifically prohibits such occupant from using its premises for the Exclusive Use Restriction, provided that Landlord shall use commercially reasonable efforts in diligently attempting to enforce the prohibitions in such other tenant's lease prohibiting the use of such tenant's premises in violation of the Exclusive Use Restriction, which efforts shall include, without limitation, the institution and prosecution of a lawsuit to enjoin the violation.

(c) Subject to Tenant's Exclusive, Landlord reserves the right to grant exclusive use rights to other persons, tenants and occupants of the Building from time to time. Tenant's use of the Premises shall be subject to, and Tenant shall observe and comply with, and shall not do or permit to be done anything in the Premises that would violate all such exclusives now existing or, solely to the extent Tenant has received prior written notice thereof, such exclusives hereafter granted (each, a "Future Exclusive"). Landlord represents and warrants that the exclusive use rights of other tenants of the Building, if any, described on Exhibit "J" attached hereto are the only such exclusives existing as of the Effective Date. Notwithstanding any contrary provision set forth herein, Tenant shall not be bound by any Future Exclusive if and to the extent that such Future Exclusive conflicts with the Tenant's continued use of the Premises for business operations conducted in the same manner as such business operations were conducted, as permitted and limited by the terms and conditions of this Lease, before the grant of such Future Exclusive.

4. **Term; Possession**. The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. If Landlord is delayed in delivering possession of all or any portion of the Premises to Tenant as of the anticipated date set forth above in Section 1, Tenant will take possession on the date Landlord delivers possession of such portion of the Premises, which date will then become the Commencement Date with respect to the Initial Premises or the Phase Two Commencement Date with respect to the Phase Two Space, as the case may be (and the Expiration Date, which shall be determined based on the Phase Two Commencement Date in accordance with Sections 1(c) and 1(e), shall be unaffected thereby, so that the length of the Term remains unaffected by such delay). This Lease shall become effective upon execution hereof. Landlord shall not be liable for any loss or damage to Tenant resulting from any delay in delivering possession due to the holdover of any existing tenant or other circumstances outside of Landlord's reasonable control. At either party's request, the parties shall execute a written confirmation of the Phase Two Commencement Date and other matters concerning the Lease in form and content reasonably satisfactory to the parties.

5. **Rent**. Tenant agrees to pay to Landlord, without demand, deduction or offset (except as expressly permitted hereunder), Base Rent, Excess Operating Expenses, Excess Property Taxes, all costs and charges for electricity and other utilities, and all other Additional Rent for the Term. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, by immediately available electronic fund transfer (EFT) via Automated Clearing House (ACH) Network in accordance with Landlord's written instructions, if provided, and otherwise at Landlord's address designated in Section 1 above, or as otherwise directed in writing by Landlord; provided that Monthly Rent for the first full month shall be paid at the Tenant's signing of this Lease. If the Commencement Date for the Initial Premises or the Phase Two Commencement Date for the Premises is not the first day of the month, the Monthly Rent for the applicable portion of the Premises for that partial month shall be apportioned on a per diem basis; and in such case, the apportioned Monthly Rent for the Initial Premises shall be paid on or before the Commencement Date, and the apportioned Monthly Rent for the Premises shall be paid on or before the Phase Two Commencement Date (as applicable). Tenant shall pay Landlord a service and handling charge equal to 5% of any Rent not paid within 5 days after the date due; provided, however, for the first occurrence in any twelve (12) month period, Landlord agrees to waive such service and handling charge if the applicable Rent is paid in full within two (2) business days after written notice from Landlord. In addition, any Rent, including such charge, not paid within 5 days after the due date will bear interest at the Interest Rate from the date due to the date paid; provided, however, for the first occurrence in any twelve (12) month period, Landlord agrees to waive such default interest if the applicable Rent is paid in full within two (2) business days after written notice from Landlord. Notwithstanding anything to the contrary in this Lease, Tenant shall pay before delinquency all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business, or use or occupancy of the Premises, or Tenant's business or right to do business in the Premises, including, without limitation, a business privilege tax or use or occupancy tax, whether such tax exists at the date of this Lease or is adopted hereafter during the Term; (b) Tenant's leasehold estate; or (c) Tenant's property. Additionally, Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, this Lease or the Rent or any amounts payable by any subtenant or occupant under this Lease. Tenant shall pay to the appropriate governmental authority all use

and occupancy tax (U&O) assessed against Tenant by reason of its possession, occupancy and/or use of the Premises. In the event that Landlord is required by law to collect such tax, Tenant shall pay such use and occupancy tax to Landlord as Additional Rent promptly following written demand from Landlord, or together with Monthly Rent if so required by Landlord, and Landlord shall remit any amounts so paid to Landlord to the appropriate governmental authority.

6. **Operating Expenses; Property Taxes**.

(a) The Base Year is set forth in Section 1.(g) above. Commencing on the first day after the expiration of the Base Year Tenant shall pay to Landlord, without demand, deduction or offset, the sum of (i) Tenant's Share of the amount by which Operating Expenses for each year exceed Operating Expenses for the Base Year ("Excess Operating Expenses") plus (ii) Tenant's Share of the amount by which Property Taxes for each year exceed Property Taxes for the Base Year ("Excess Property Taxes"), prorated to reflect any partial year included in the Term, in monthly installments (each in the amount equal to one-twelfth of Excess Operating Expenses and Excess Property Taxes as estimated by Landlord), on the first day of the month. Landlord may adjust the estimated amount of Excess Operating Expenses and Excess Property Taxes from time to time if the estimated annual Operating Expenses or annual Property Taxes increase or decrease; Landlord may also invoice Tenant separately from time to time for any extraordinary or unanticipated Excess Operating Expenses or Excess Property Taxes. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord will endeavor to provide Tenant with a statement of Operating Expenses and Property Taxes for the preceding calendar year or part thereof. Landlord reserves the right to correct any such statement and require payment from Tenant of any items of Additional Rent pursuant to such correction from time to time. Landlord's delay or failure to provide such statement will not deprive Landlord of the right to require payment of any amount of Excess Operating Expenses and Excess Property Taxes from Tenant and Tenant's obligations hereunder shall not be waived or released thereby; provided, however, that Landlord's right to charge Tenant for underpayment on account of Excess Operating Expenses or Excess Property Taxes for a particular year shall expire one (1) year after the last day (i.e., December 31) of the year that such expense relates to, except as to amounts for which a bill or statement is given to Tenant within such one (1) year period (the "Limitation Period"); provided, further, that such Limitation Period shall not apply to Tenant's obligation to pay Excess Operating Expenses and Excess Property Taxes for any other year, and shall not be deemed to waive or release Landlord's rights or Tenant's obligation with respect to any amounts for which a bill or statement has been delivered to Tenant within such Limitation Period; and that in no event shall Tenant's obligations to pay Excess Operating Expenses or Excess Property Taxes in monthly installments as estimated by Landlord be deemed waived or released. Within sixty (60) days after delivery of Landlord's reconciliation statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment; provided, that such payment or credit will not be deemed to waive or release the respective rights of the parties to correct or contest such statement under the terms and conditions hereof. If Tenant does not give Landlord notice within 120 days after receiving Landlord's statement and otherwise comply with the terms of Section 6(d) below, Tenant shall be deemed to have waived the right to contest the statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease, subject to the Limitation Period provided above. Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses among different uses and areas of the Building and Property to reflect the areas serviced thereby and any differences in services provided, and in computing and allocating Property Taxes to reflect any tax parcels included in the Property. For purposes of determining the amount of Excess Operating Expenses payable by Tenant pursuant to this Section 6, if the Building or Property is not at least 95% occupied during any period, or if services are not utilized by any tenant for any period, Operating Expenses which vary by reason thereof for such period will be grossed-up to the amount that such variable Operating Expenses would have been if the Building and Property had been 95% occupied and services had been utilized for such period as determined by Landlord. No decrease in Property Taxes and/or Operating Expenses shall reduce the Rent below the Base Rent set forth in Section 1.

(b) Landlord and Tenant agree that for purposes of determining the amount of Excess Operating Expenses payable by Tenant pursuant to this Section 6, Operating Expenses will not increase by more than five percent (5%) per year over the amount of Operating Expenses for the immediately prior year. The foregoing limitation shall be applied to increases in Operating Expenses for the second calendar year included in the Term over the amount of Operating Expenses for the first calendar year included in the Term, and each subsequent year, appropriately prorated to reflect any partial year included in the Term.

(c) Landlord and Tenant agree that for purposes of determining the amount of Excess Property Taxes payable by Tenant pursuant to this Section 6, Property Taxes will not include the amount of any increase in Property Taxes to the extent directly based on a reassessment of the Property due to any sale, mortgage or refinancing of the Property subsequent to the date of this Lease.

(d) If Tenant disputes any items shown on Landlord's statement of actual Operating Expenses for any particular year within one hundred twenty (120) days after delivery to Tenant of Landlord's statement for the year in question, Tenant or its

authorized representative shall have the right, upon not less than five (5) business days' prior written notice to Landlord, to inspect the books of Landlord for Operating Expenses relating to the Lease for the particular year covered by Landlord's statement only for the purpose of verifying information in such statement. Such inspection shall be carried out within thirty (30) days of Landlord's receipt of such notice from Tenant, provided such notice is given within the 120-day period provided herein above, during the business hours of Landlord at Landlord's office, at the Building or at such other location as Landlord may reasonably require. Tenant may not review any other leases, development agreements or easement agreements, or any financial statements or tax returns of Landlord or its parents, subsidiaries or affiliates or any of their principals. Such inspection may be conducted by Tenant's employees or an independent certified public accountant retained by Tenant on a fixed fee basis. In no event shall such representatives be compensated on a contingency basis or cost recovery basis. Tenant and its representatives shall, and shall cause their employees to, hold the results of such inspection and any documentation disclosed in the course of such review in strict confidence and not disclose the same to anyone except Tenant and Landlord. Unless Tenant gives such notice within the 120-day period provided herein above, and thereafter conducts such inspection within the above-referenced 30-day period and thereafter notifies Landlord of specific errors in writing together with a copy of the results of Tenant's inspection within fifteen (15) days of completing such inspection, Tenant shall be deemed to have accepted that the statement delivered by Landlord is correct and waived its rights to dispute such statement. Upon final determination of any amounts shown by such statement that are disputed by Tenant as provided above, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other within ten (10) business days or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. In addition, in the event that Tenant's inspection discloses that Landlord's statement of actual Operating Expenses overstated the actual Operating Expenses of the Property by more than two percent (2%) for the year in question, and such errors by Landlord resulted in an overpayment by Tenant of Excess Operating Expenses by more than two percent (2%) of the correct amount of Excess Operating Expenses due from Tenant for the year in question, Landlord shall reimburse Tenant for Tenant's reasonable costs for conducting the inspection.

7. **Services**. Landlord will furnish the following services for the normal use and occupancy of the Premises for general office purposes: (i) electricity, (ii) heating and air conditioning in season during Normal Business Hours, (iii) water, (iv) trash removal and janitorial services pursuant to the cleaning schedule attached as **Exhibit "D"**, (v) general passenger elevator service during Normal Business Hours and one elevator on call at all other times, (vi) freight elevator service during such hours as may be prescribed by Landlord or its property manager (which may be outside of Normal Business Hours) and (viii) such other services Landlord reasonably determines are appropriate or necessary (provided, that such other services furnished by Landlord, if any, will be furnished in a manner consistent with the same or similar services provided by landlords to tenants of other first class office buildings comparable to the Building in the Conshohocken-West Conshohocken geographic submarket). Tenant will be entitled to use a freight elevator designated by Landlord for Tenant's move into the Premises at no charge. Landlord shall not be obligated to furnish any services other than or in addition to those described above in subsections (i) through (vi). Tenant shall pay Landlord's reasonable charges for all additional services requested by Tenant and provided by Landlord, if any. As of the date of this Lease, Landlord's current charges for heating and air conditioning outside of Normal Business Hours are $60.00 per hour for air conditioning and $45.00 per hour for heating, which charges Tenant agrees to pay as applicable for all heating and air conditioning provided outside of Normal Business Hours, and which charges remain subject to increase by Landlord from time to time if the cost to Landlord of furnishing such services shall change, as determined by Landlord. If because of Tenant's density, equipment or other Tenant circumstances, Tenant puts demands on the Building Systems in excess of those of the typical office user in the Building, Landlord may install supplemental equipment and meters at Tenant's expense. Landlord shall not be responsible or liable for any interruption in such services except to the extent of the abatement of Monthly Rent, if applicable, under the terms and conditions set forth below in this Section 7, nor shall such interruption affect the continuation or validity of this Lease. Landlord shall use reasonable efforts to restore any service required of it under this Section 7 that becomes unavailable, to the extent the restoration of which is within Landlord's reasonable control; however, such unavailability shall not render Landlord liable for any damages caused thereby, be a constructive eviction of Tenant, constitute a breach of any implied warranty, or, except as provided in the next sentence, entitle Tenant to any abatement of Tenant's obligations hereunder. If, however, Tenant is prevented from using, and does not use, the Premises because of the unavailability of any such service for a period of three (3) consecutive business days (or longer) following Landlord's receipt from Tenant of a written notice regarding such unavailability, the restoration of which is within Landlord's reasonable control, and such unavailability was not caused by Tenant or a Tenant's Agent, a governmental directive, or the failure of public utilities to furnish necessary services, then Tenant shall, as its sole and exclusive remedy be entitled to an abatement of Monthly Rent for each consecutive day (after such three (3) business day period) that Tenant is so prevented from using the Premises. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building, Property or Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord. In the event Tenant's consumption of any utility or other service included in Operating Expenses is excessive when compared with other occupants of the Building or Property, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord.

8. **Insurance; Waivers; Indemnification**.

(a) Landlord shall maintain insurance against loss or damage to the Building and Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building and Property (excluding coverage of Tenant's personal property, furniture, fixtures, equipment and any Alterations made by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee may require. For avoidance of doubt, the property insurance policy maintained by Landlord will include coverage of the Work constructed and installed by Landlord or by Tenant pursuant to Exhibit "E" or Exhibit "K" as applicable.

(b) Tenant, at its expense, shall keep in effect: (i) commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Property, with such coverages and limits of liability as Landlord may reasonably require, but not less than a $1,000,000 combined single limit with a $3,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Tenant's liability hereunder, (ii) property insurance, insuring against any loss or damage to the property of Tenant and any Alterations made by Tenant, arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are commercially reasonable in Tenant's business and (iii) business interruption insurance in such amounts as will reimburse Tenant for direct or indirect loss of annual total anticipated earnings attributable to all perils commonly insured against by prudent tenants or assumed by Tenant pursuant to this Lease or attributable to prevention or denial of access to the Premises or Building as a result of such perils. Each policy shall name Landlord and Landlord's manager as their interests may appear, and at Landlord's request any Mortgagee(s), as additional insureds, shall be written on an "occurrence" basis and not on a "claims made" basis. The Commercial General Liability insurance shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord and to provide that it shall not be cancelable or reduced to limits below those required in this Section 8 (b) without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Property is located and rated at least A VII in the most current edition of *Best's Insurance Reports.* Tenant shall deliver to Landlord within three days (3) of the Lease Execution a certificate of insurance evidencing such coverage.

(c) Tenant agrees that Landlord shall not be liable for and hereby releases Landlord from (i) any injury to Tenant's business or any loss of income therefrom or for damage to any machinery or equipment or other property of Tenant, in or about the Premises, the Building, or the Property.(ii) the loss of or damage to any property of Tenant by theft or otherwise, or (iii) any loss of or damage to property resulting from fire, steam, electricity, gas, water, rain or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or HVAC systems or lighting fixtures, or from pandemics (including, without limitation, those related to COVID-19) and/or any consequences, actions or inactions related to and/or resulting from pandemics and/or quarantines whether or not within Landlord's control (including, without limitation, mandatory shut downs or closures of the Building, the Property or any portion thereof and/or any service thereto), or from any other cause whatsoever (whether similar or dissimilar to those above specified), whether the said damage or injury results from conditions arising in the Premises or at or on other portions of the Building or the Property, or from other sources or places, even if such loss or damage shall be brought about by the fault or negligence of Landlord or its employees, agents, representatives, contractors, licensees or invitees. The waiver and release set forth herein are effective regardless of whether Tenant actually maintains the insurance described above in this Section and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Tenant assumes all risk of damage of Tenant's property at the Building and the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. Landlord shall not be liable for any damages arising from any act or neglect of any other person or tenant, if any. However, the waiver and release set forth above in this subsection 8(c) excludes loss or damage caused solely by the gross negligence or intentional wrongdoing of Landlord and its agents.

(d) Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even if such loss or damage shall be brought about by the fault or negligence of the other party or its employees, agents, representatives, contractors, licensees or invitees, if, and to the extent, that any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Section 8; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. This waiver and release are effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation and shall have the insurance company include an endorsement acknowledging this waiver, if necessary.

(e) Subject to subsections 8(c) and 8(d) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its agents, contractors and employees, Tenant will indemnify, defend, and hold harmless Landlord, its officers, directors, trustees, agents, contractors, and employees, from and against any and all claims, actions, damages, liability and expense

(including reasonable fees of attorneys, investigators and experts, through all appeals) which may be asserted against, imposed upon, or incurred by Landlord, its officers, directors, trustees, agents, contractors and employees, arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises, or arising from the occupancy or use of the Property by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant shall be responsible for all persons permitted to access the Building by or on behalf of Tenant, including Tenant's and its affiliates' employees, agents, representatives, contractors, subtenants, licensees and invitees, and Tenant shall be liable to Landlord for all acts of such persons. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(f) Subject to subsection 8 (c) and 8 (d) above, Landlord shall defend, indemnify, and hold harmless Tenant, its officers, directors, trustees, agents, contractors, and employees, from and against any and all claims, actions, actual damages (but excluding special, consequential, indirect or punitive damages), liability and expense (including reasonable fees of attorneys, investigators and experts, through all appeals) which may be asserted against, imposed upon, or incurred by Tenant, its officers, directors, trustees, agents, contractors and employees, to the extent arising out of or from or related to any negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors acting on behalf of Landlord, except to the extent caused by the negligence or willful misconduct of Tenant or its agents, contractors and employees.

9. **Maintenance and Repairs**.

(a) Landlord represents and warrants that to Landlord's knowledge, as of the date of this Lease, the exterior and interior Common Areas necessary for access to the Premises, and all Building Systems serving the Premises, are (or on the Commencement Date will be) in material compliance with the applicable requirements of all applicable Laws (including the ADA). Subject to the terms and provisions below in Section 9(b), Landlord shall Maintain the Building, including the Premises, the Common Areas, the Building Systems and any other improvements owned by Landlord located on the Property, in a manner and condition consistent with other first class office buildings comparable to the Building in the Conshohocken-West Conshohocken geographic submarket. Landlord will be responsible to Maintain the Building, including the exterior and interior Common Areas necessary for access to the Premises and Building Systems serving the Premises, in compliance with all Laws (including ADA) throughout the Term. Landlord shall not be obligated to incur any cost or expense for Alterations to the existing Building, Common Areas, or Building Systems that may be required to comply with applicable Laws (including ADA) until a reasonable time after Landlord's receipt of a notice of violation from governmental authority having jurisdiction thereof, subject to Landlord's rights to contest such requirements in good faith by appropriate proceedings. If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition and Landlord will have a reasonable time after receipt of such notice to commence repairs required hereunder.

(b) Tenant at its sole expense shall keep the Premises in a neat and orderly condition and Maintain the property of Tenant and any Alterations made by Tenant. Alterations, repairs and replacements to the Property, including the Premises, made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its Agents shall be made at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord.

10. **Compliance**.

(a) Tenant will, at its expense, promptly comply in all material respects with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy. Tenant will pay any taxes or other charges by any authority on Tenant's property or trade fixtures or relating to Tenant's use or occupancy of the Premises, subject to Tenant's right to contest the same in good faith. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to or in the Building, Property or Common Areas (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises, Building or Property to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises, and shall pay all costs of correcting any non-compliance with applicable Laws (including ADA and any path-of-travel requirements), caused by: (i) Tenant's particular manner of use or occupancy of, or activities or work in, the Premises (as distinguished from general office use) and (ii) any Alterations made by or on behalf of Tenant (including, without limitation, the Work by Tenant under Exhibit "E" and the installation of Tenant's furniture, trade fixtures and equipment). If Landlord pays or incurs any costs or expenses for Alterations to the Building which are made necessary due to any non-compliance with Laws, including the applicable provisions of the ADA and similar state and local governmental accessibility requirements, for which Tenant is responsible under the terms of this Lease, including, without limitation, the terms above in Section 10(a) and this Section 10(b), then Tenant shall pay all such costs to Landlord within thirty (30) days of demand. Notwithstanding the foregoing, Tenant shall not be responsible for any costs and expenses incurred to correct conditions of the Premises in order to comply with requirements of applicable Laws,

including ADA (or any violations thereof), to the extent that such requirements of applicable Laws (and any violations thereof) were in existence before the date of this Lease, or are caused by the Base Building Work to be provided by Landlord under Exhibit "E".

(b) Tenant will comply, and will cause its Agents to comply, in all material respects with the Building Rules.

(c) Tenant agrees not to knowingly do anything or fail to do anything which will increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant agrees that (i) no activity will be conducted on the Premises or the Property by Tenant, its employees, agents, contractors and invitees, that will use or produce any Hazardous Materials, except for the use of reasonable quantities of standard household and office cleaning products and office supplies which are used in the ordinary course of Tenant's business at the Premises and in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises or Property will be used by Tenant or Tenant's Agents for transport or disposal of Hazardous Materials; (iv) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant will promptly notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall promptly deliver to Landlord a copy of any written notice, filing or permit sent or received by Tenant with respect to the foregoing. Landlord represents and warrants that, as of the Effective Date, to Landlord's actual knowledge, there are no Hazardous Materials at, on or about the Property, other than household and office cleaning products and office supplies used in the ordinary course of operating the Building and the Property, and those that are presently existing in the ordinary course in a manner and condition complying in all material respects with applicable Environmental Laws. If at any time during or after the Term, any portion of the Property is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees (through all appeals), damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(e) Tenant shall have the right, at Tenant's sole cost and expense, to install and maintain a generator in a pad site location reasonably approved in advanced by Landlord and to connect such generator to the Premises in accordance with plans approved by Landlord as provided below, in accordance with the terms of this Lease (including Section 12 and Section 13, without limitation) and the following terms and conditions: (i) prior to the installation of Tenant's generator, Tenant shall submit to Landlord, for Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed, detailed plans and specifications for the installation of the Tenant's generator; (ii) prior to the installation of the Tenant's generator, Tenant shall obtain all required governmental and other approvals and permits required for the installation and operation of Tenant's generator and provide Landlord with copies thereof; (iii) Tenant's generator shall not adversely affect the Building Systems; (iv) Tenant shall install, operate, maintain, and repair Tenant's generator at Tenant's sole cost and expense in accordance with all applicable Laws; and (v) Tenant shall pay all utility costs (including, without limitation, all consumption and installation costs) relating to the Tenant's generator. Upon the expiration or sooner termination of this Lease, Tenant (at Tenant's sole cost and expense) shall remove the Tenant's generator and shall repair any damage caused as a result of such removal, and shall repair all damage caused by such removal and restore the Property to the condition it was in prior to installation of such generator, which obligation shall survive the expiration or earlier termination of this Lease. In the event that Tenant fails to comply with its obligations for removal of the generator, repair and restoration, then at Landlord's sole option, the Tenant's generator (if not removed) shall be considered abandoned and Landlord may keep, use, remove, dispose of, and/or store the Tenant's generator (if not removed), or make such repairs and restoration required of Tenant hereunder, as Landlord determines in its sole discretion, all costs and expenses of such removal, disposal, storage, and repair and restoration to be charged to Tenant. Tenant's indemnification obligations to Landlord (including, those set forth in Section 8(e) of the Lease and those concerning environmental contamination) shall extend to and include any and all claims, demands, liabilities, costs and expenses (including, without limitation, reasonable and documented, out-of-pocket attorney's fees) suffered or incurred by Landlord, its agents or employees or contractors arising out of or in any way related to Tenant's installation, use and operation, maintenance and repair, of Tenant's generator, except to the extent arising from the negligence or willful misconduct of Landlord or Landlord's employees, agents and contractors acting on Landlord's behalf. Section 10(d) of the Lease relating to environmental requirements (including without limitation Tenant's obligation to indemnify Landlord, subject to any limitations set forth therein) shall apply to the work performed in connection with Tenant's installation, use, operation and maintenance of the generator, including fuel deliveries, throughout the Term of the Lease. No underground storage tank or similar facility shall be permitted in connection with the generator. Fuel for the generator shall be stored by Tenant in a strictly limited quantity and in such location and manner as shall be previously approved in writing by Landlord, in compliance with all applicable Laws. Any environmental investigation (including

without limitation, soil tests and borings, if required) that may be deemed prudent or necessary by Landlord, at any time that Landlord has reasonable cause to believe that a fuel spill, leak or discharge involving Tenant's generator may have occurred, shall be performed by an environmental engineering firm selected by Tenant and reasonably approved by Landlord, at Tenant's sole cost and expense. The results of any environmental investigation shall be the property of Landlord and Tenant shall not disclose the same to any person or party without Landlord's prior written consent. Notwithstanding anything to the contrary, all costs and expenses of any required cleanup, removal and remediation deemed necessary by Landlord in connection with Tenant's generator shall be borne by Tenant.

11. **Signs**.

(a) During the Term, Landlord will furnish Tenant with (i) Building-standard identification signage on the interior Building directory, (ii) a single Building-standard identification sign located on or beside the main entrance door to the Premises and (iii) a single Building-standard sign panel identifying Tenant on the presently existing (as of the date of this Lease) exterior monument sign of the Building facing Conshohocken State Road used for identification of tenants of the Building.

(b) Provided that Tenant continues to lease and occupy not less than 44,000 RSF under this Lease, and subject to issuance of all necessary permits and approvals by the local municipality and all other governmental bodies, agencies and authorities having jurisdiction, at Tenant's sole cost and expense, Landlord will permit Tenant to have a single sign identifying Tenant on the exterior of Building 1 ("Tenant's Exterior Sign"). Tenant's rights with respect to Tenant's Exterior Sign shall be subject to the rights of other tenants of the Building. Tenant's Exterior Sign shall be subject to Landlord's prior review and consent with respect to Tenant's proposed plans and specifications therefor (such consent not to be unreasonably withheld, conditioned, or delayed), including, without limitation, in respect of its location on the Building, appearance, height, width and other dimensions, method of installation, lighting (if any). Following Landlord's consent or approval has been given with respect to Tenant's proposed plans and specifications for Tenant's Exterior Sign, Landlord, at Tenant's sole cost and expense, will promptly apply for and thereafter diligently pursue all necessary permits and approvals for Tenant's Exterior Sign permitted under the terms hereof. All permits and approvals for Tenant's Exterior Sign must be on terms and conditions acceptable to Landlord in Landlord's business judgment, and if the same cannot be obtained, or cannot be obtained on terms and conditions acceptable to Landlord, Tenant's Exterior Sign will not be permitted to be installed; and in such event, Landlord shall have no liability therefor, this Lease shall not be subject to termination or otherwise impaired and there shall be no abatement or reduction of Rent by reason thereof. Once Landlord's approval or consent has been given with respect to Tenant's proposed plans and specifications for Tenant's Exterior Sign, no material changes shall be made thereto without Landlord's prior consent to such changes (such consent not to be unreasonably withheld, conditioned, or delayed). Subject to the parties' prior agreement on Tenant's proposed plans and specifications for Tenant's Exterior Sign, and issuance of all necessary permits and approvals therefor, Landlord, at Tenant's sole cost and expense, shall cause Tenant's Exterior Sign to be installed by Landlord's contractor. All costs and expenses paid or incurred by Landlord or Tenant in connection with Tenant's Exterior Sign shall be paid by Tenant to Landlord within thirty (30) days of delivery of Landlord's invoice to Tenant, or if any amount of the Allowance is then remaining available and unused then such costs and expenses may be charged against the Allowance under the terms of Exhibit "E".

(c) Tenant's rights with respect to the Exterior Sign shall terminate, at Landlord's option, if (a) Tenant ceases to lease and occupy at least 44,000 RSF under this Lease, (b) this Lease or Tenant's right to possession of any of the Premises is terminated, or (c) Tenant assigns its interest in this Lease (other than a Permitted Transfer). No subtenant will have any rights with respect to the Exterior Sign.

(d) Tenant shall not place any signs on the Property without the prior consent of the Landlord, other than (i) Tenant's Exterior Sign as permitted hereunder and (ii) signs that are located wholly within the interior of the Premises and are not visible from the exterior of the Premises. Landlord shall Maintain Tenant's Exterior Sign, and Tenant shall Maintain all other signs installed by Tenant in good condition, all at Tenant's sole cost and expense. Upon the expiration or sooner termination of this Lease or Tenant's possession of the Premises, Landlord may remove Tenant's Exterior Sign and Tenant shall remove all other signs installed by Tenant, and shall repair and restore any resulting damage to the Property (including, without limitation, filling holes in the façade or fascia of the Building) caused by the removal of such Tenant's signs in a manner satisfactory to Landlord. If Landlord pays or incurs any costs or expenses with respect to Tenant's Exterior Sign, Tenant shall pay the amount thereof to Landlord, as Additional Rent, within 30 days of receipt of an invoice.

12. **Alterations**. Tenant may install its trade fixtures, furniture and equipment in the Premises, provided that the installation and removal of them will not affect any structural portion of the Building or Property, any Building System or any other equipment or facilities serving the Building or any tenant or occupant. Except for non-structural Alterations that (i) do not exceed $25,000 in the aggregate cost in any single calendar year, (ii) are not visible from the exterior of the Premises, (iii) do not affect any Building System or the structural strength of the Building, (iv) do not require penetrations into the floor, ceiling or walls, and (v) do not require work within the walls, below the floor or above the ceiling, Tenant shall not make or permit any Alterations in or to the Premises without

first obtaining Landlord's consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord's consent with respect to Alterations that affect any other leasable space or Common Areas, any Building Systems, any entrances or exits of the Building, any windows, any façades or any roofs of the Building, and any structural Alterations, may be withheld in Landlord's sole discretion. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) not less than 10 days prior to commencing any Alteration, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, together with certificates evidencing that Tenant's contractors and subcontractors have insurance coverage of types and in amounts acceptable to Landlord, naming Landlord, Landlord's manager and any other person required by Landlord as their interests may appear as additional insureds, (ii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor (such approval not to be unreasonably withheld), (iii) the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and the plans and specifications delivered to, and, if required above, approved by Landlord, (iv) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, and (v) upon Landlord's request Tenant shall, prior to commencing any Alteration, provide Landlord reasonable security against liens arising out of such construction. Any Alterations by Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alterations shall remain on the Property and become the property of Landlord unless Landlord gives notice to Tenant to remove them, in which event Tenant, at Tenant's sole cost and expense, will remove the Alterations, will repair any resulting damage and will restore the Premises to the condition existing prior to Tenant's Alterations. At Tenant's request prior to Tenant making any Alterations, Landlord will notify Tenant whether Tenant is required to remove the Alterations at the expiration or termination of this Lease. Tenant shall have no obligation to remove any conduits or cabling at Lease expiration.

13. **Mechanics' Liens**. Tenant promptly shall pay for any labor, services, materials, supplies or equipment furnished to Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 30 days after Tenant has received written notice that the lien or claim is filed regardless of the validity of such lien or claim; and if Tenant fails to do so, Landlord may pay such sums and take such actions as may be necessary to remove such lien and Tenant shall pay all costs and expenses (including reasonable attorneys' fees and court costs, without limitation) to Landlord upon demand. Neither the Property nor any interest of Landlord in the Property shall be subject in any way to any liens, including mechanic's liens or any type of construction lien, for improvements to or other work performed with respect to the Property by or on behalf of Tenant. Tenant acknowledges that Tenant, with respect to improvements or Alterations made by or on behalf of Tenant hereunder, shall promptly notify the contractor making such improvements or Alterations to the Premises of this provision exculpating the Property and Landlord's interest in the Property from any such liens. Further, nothing in this Lease is intended to authorize Tenant to do or cause any work to be done or materials to be supplied for the account of Landlord, all of the same to be solely for Tenant's account and at Tenant's risk and expense. Throughout this Lease, the term "mechanics' lien" is used to include any lien, encumbrance or charge levied or imposed upon all or any portion of, interest in or income from the Property on account of any mechanic's, laborer's, materialman's or construction lien or arising out of any debt or liability to or any claim of any contractor, mechanic, supplier, materialman or laborer and shall include any mechanic's notice of intention to file a lien given to Landlord or Tenant, any stop order given to Landlord or Tenant, any notice of refusal to pay naming Landlord or Tenant and any injunctive or equitable action brought by any person claiming to be entitled to any mechanic's lien.

14. **Landlord's Right of Entry**. Tenant shall permit Landlord and its employees, agents, representatives and contractors to enter the Premises at all reasonable times following notice (which notice may be given verbally, telephonically or by email, without limitation) given at least 24 hours in advance of such entry (except that in an emergency, advance notice of entry shall not be required) to inspect, Maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant or interfere with Tenant's business in the Premises in exercising such rights, in which event Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry. Except in an emergency, Landlord will reschedule any entry planned in advance if Landlord receives notice (which may be given verbally, telephonically or by email, without limitation) at any time from Tenant that Tenant has a public, Board or important meeting and cannot allow outsiders into the Premises at the time of Landlord's planned entry, provided that Tenant will reasonably cooperate with Landlord to reschedule such entry and this provision will not be deemed to prohibit entry otherwise permitted hereunder.

15. **Damage by Fire or Other Casualty**. If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises (including the Work constructed and installed by Landlord or by Tenant pursuant to Exhibit "E" or Exhibit "K" as applicable) or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or other property of Tenant,

or any Alterations installed by or on behalf of Tenant. Landlord shall notify Tenant, in writing, within 30 days after the date of the damage, if Landlord anticipates that the restoration will take more than nine (9) months from the date of the damage to complete; in such event, either Landlord or Tenant may terminate this Lease effective as of the date of damage by giving notice to the other within 10 days after Landlord's notice. If such damage rendering the Premises untenantable occurs during the last 18 months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 5 more years and does so within 30 days after the date of the damage. Moreover, Landlord may terminate this Lease if the loss or damage is not covered by the insurance required to be maintained by Landlord under this Lease or the available insurance proceeds for the Building are insufficient to repair or rebuild the damage, or if any Mortgagee shall not permit the application of adequate insurance proceeds for repair or restoration, or if the cost to repair and restore the damage would exceed 25% of the insurable replacement cost of the Building, or the Premises or the Building is so damaged that, in Landlord's sole judgment, it is uneconomical to restore or repair the Premises or the Building, as the case may be. Tenant will receive an abatement of Monthly Rent to the extent the Premises are rendered untenantable as a result of the damage, for the number of days from the date of the damage until Landlord's repairs to the Premises are completed to the extent required hereunder. If this Lease is not terminated as provided above, upon completion of Landlord's repairs to the Premises Tenant shall repair and restore the fixtures, equipment, and other property of Tenant, and any Alterations installed by or on behalf of Tenant (provided, however, that Tenant will not be required to repair and restore the Work constructed and installed by Landlord or by Tenant pursuant to Exhibit "E" or Exhibit "K" as applicable).

16. **Condemnation**. If (a) all of the Premises or all of the Property are Taken, or (b) any part of the Premises is Taken and the remainder is insufficient (if not restored as provided hereunder) for the reasonable operation of Tenant's business, or (c) any of the Property is Taken and (i) in Landlord's opinion, (A) the Taking would have a material adverse effect on the value of the Property or on the expenses of the Property or (B) it would be impractical or the condemnation proceeds are insufficient to restore the remainder, or (ii) such Taking reduces the parking at the Property below the allotment required to be provided to Tenant hereunder and in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the requisite parking, or (iii) such Taking renders the Property or the Premises permanently inaccessible and in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore reasonable access, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Property to a condition as near as reasonably possible to the condition prior to the Taking, the Base Rent shall be abated for the period of time all or a part of the Premises is untenantable in proportion to the square foot area untenantable, and this Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

17. **Quiet Enjoyment**. Landlord covenants that Tenant, so long as there is no Event of Default by Tenant continuing beyond applicable notice and cure periods, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises, subject to the terms, covenants, conditions, provisions and agreements of this Lease, without hindrance or interference by Landlord or anyone claiming by, from or under Landlord.

18. **Assignment and Subletting**.

(a) Except as provided in Section 18 (b) below, Tenant shall not enter into nor permit any (i) assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) transfer of a controlling interest in Tenant, by operation of law or otherwise (any such event, a "Transfer") voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation, subject to Section 18(b) below, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (A) the proposed transferee is then an existing tenant of Landlord at the Property or is then an existing tenant of any of Landlord's affiliates at any building or project in the Conshohocken-West Conshohocken geographic submarket, (B) the business, business reputation, finances, net worth or creditworthiness of the proposed transferee is unacceptable to Landlord (it being agreed that any proposed transferee having a net worth equivalent to Tenant's net worth as of the date of this Lease will not be excluded by the net worth standard hereunder), or (C) any Event of Default by Tenant under this Lease is then existing and uncured or any act or omission has occurred which would constitute an Event of Default with the giving of notice and/or the passage of time. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease, except in the event of an assignment of Tenant's entire interest in this Lease and the Premises which constitutes a Permitted Transfer to a Permitted Transferee satisfying all of the terms and conditions of Section 18(b) below and further provided that Tenant's obligations hereunder shall be expressly assumed (in writing) by the entity surviving such merger or created by such consolidation or reorganization, or which acquires Tenant's assets, as such Permitted Transferee (and, notwithstanding the foregoing, if the entity which was the Tenant prior to any such Permitted Transfer is the surviving entity of any merger, consolidation or reorganization, Tenant shall remain liable for the performance of all terms and conditions of this Lease).

Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant to any (i) entity controlling, controlled by, or under common control of, Tenant ("control" meaning ownership of 51% or more of the outstanding voting stock, partnership interests, limited liability company interests, or other ownership interests of the applicable entity), (ii) successor to Tenant by merger, consolidation or reorganization, and (iii) purchaser of all or substantially all of the assets of Tenant as a going concern, provided that (A) such proposed transferee has a tangible net worth at least equal to $50,000,000 or that of Tenant as of the date of this Lease or that of Tenant as of the effective date of Transfer, whichever is greatest, (B) Tenant provides Landlord notice of the applicable Transfer at least fifteen (15) days prior to the effective date, together with current financial statements of Tenant and the proposed transferee covering the most recent past three (3) years, (C) in the case of an assignment or sublease, Tenant delivers to Landlord a lease assignment and assumption agreement or sublease agreement (as applicable) reasonably acceptable to Landlord executed by Tenant and the proposed transferee, together with a certificate of insurance evidencing such proposed transferee's compliance with the insurance requirements of Tenant under this Lease, and (D) there must be no uncured Event of Default by Tenant as of the effective date of such Transfer. A Transfer satisfying all of the terms and conditions of this Section 18(b) is referred to as a "Permitted Transfer" and the transferee of such Permitted Transfer as a "Permitted Transferee".

(c) Landlord's consent shall not be required in the event of subletting part of the Premises, not to exceed the maximum of 25% of the RSF of the Premises at any one time, provided that (i) Tenant continues to occupy the Premises, (ii) Tenant provides Landlord notice of the subletting at least fifteen (15) days prior to the effective date thereof, together with a copy of the fully-executed sublease agreement and a certificate of insurance evidencing such subtenant's compliance with the insurance requirements of Tenant under this Lease, (iii) that there does not exist any uncured Event of Default by Tenant hereunder which is continuing beyond applicable notice and cure periods, and (iv) that such sublease shall comply with and subject to the terms, conditions and requirements of this subsection 18(c). The term of such sublease must be for a length of time not exceeding the then-remaining Term of the Lease. Upon the expiration or any sooner termination of this Lease or Tenant's right to occupy the Premises, such sublease shall terminate automatically and without notice or, at Landlord's sole option, shall continue in effect as a direct lease between Landlord and such subtenant (except that the monthly rental payable under such direct lease shall be the greater of the monthly rental specified in the sublease or the Monthly Rent under this Lease with respect to the sublet space on a per-RSF basis). Such sublease and all of the terms and provisions of such sublease shall be subject and subordinate to the terms and provisions of this Lease. If Tenant fails to make any payment required under the Lease or otherwise defaults under any provision of the Lease, Landlord may require any subtenant to make any payment to Landlord of rental amounts due under the sublease agreement, and Landlord may accept such payment of sublease rentals and apply the same against Tenant's obligations under the Lease in such order and amount as Landlord may determine. Tenant hereby authorizes and directs all subtenants to honor any written demand or notice from Landlord instructing any subtenant to pay rent or other sums to Landlord rather than Tenant. Landlord's acceptance of such rental payments from any subtenant shall not constitute an election by Landlord to acknowledge or continue the Lease or sublease as an agreement directly between Landlord and such subtenant, nor to give rise to a direct lessor-lessee relationship between Landlord and such subtenant, nor an acceptance or consent to any termination of the Lease or surrender of the Premises by Tenant. The acceptance of Rent by Landlord from any subtenant shall not be deemed to be a waiver by Landlord of any provision hereof. Notwithstanding the foregoing, Tenant shall not have the right to engage in any subletting if the Premises will be used in a manner that is inconsistent with the Use permitted to be made of the Premises as set forth in Section 1 of this Lease or the other terms and provisions of this Lease, or is otherwise prohibited under the terms of this Lease. Tenant shall not have the right to engage in any subletting with or to any governmental body, agency or authority. For purposes of this Lease, the acts and omissions of such subtenant, its agents, contractors, and employees, shall be deemed to be the acts or omissions (as applicable) of Tenant. Tenant's indemnification obligations to Landlord under this Lease shall include, without limitation, the acts and omissions of such subtenant, its agents, contractors, and employees. Under no circumstances shall any subtenant have any right to exterior Building signage in connection with this Lease, or with respect to any renewal or extension options, rights of offer, refusal or expansion options, or any other rights or options of Tenant under this Lease. The Premises shall not be separately demised or subdivided in connection with any subletting. Nothing contained in this subsection shall be deemed to permit or require any Alterations. If any Alterations would be necessary to comply with applicable Laws or the requirements of any such subtenant, then, notwithstanding anything to the contrary contained herein, Landlord shall have the right to require that Tenant terminate such sublease. In no event shall the aggregate total of all areas of the Premises used for such subletting without Landlord's consent at any time exceed twenty-five percent (25%) of the total RSF of the Premises. No subletting shall release Tenant of Tenant's obligations or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder.

(d) Tenant shall pay to Landlord, promptly upon receipt, the amount equal to fifty percent (50%) of the excess of (i) all compensation received by Tenant for each and every Transfer (other than a Transfer described in clause (iii) of the definition thereof in Section 18(a) above), after first deducting Tenant's actual out-of-pocket costs of the Transfer (including reasonable brokerage fees and costs of Alterations to prepare the space for occupancy by the transferee, on a per-RSF basis if less than all of the Premises are so

Transferred, with such costs, together with interest at the rate of 8% per annum, being deemed amortized in equal monthly installments sufficient to pay the same in full over the full length of the then-remaining Term of the Lease applicable to such Transfer) over (ii) the Rent allocable to the Premises transferred (on a per-RSF basis if less than all of the Premises are so Transferred).

(e) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least fifteen (15) days prior to the proposed Transfer, current financial statements of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Promptly following any approved assignment or sublease, Tenant shall deliver to Landlord a lease assignment and assumption agreement or sublease agreement (as applicable) reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Landlord agrees not to charge any administrative handling fees or charges in connection with Landlord's review and processing of any request for consent to a Transfer. Tenant agrees to reimburse Landlord for all reasonable and documented out-of-pocket attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested. Notwithstanding any acceptance by Landlord of such payment, Landlord shall not be obligated to give its consent to any proposed assignment, subletting or other Transfer of the Lease, the Premises or any interest therein. If Landlord's consent is withheld, Tenant's sole and exclusive remedy shall be to file an action in equity with a court having jurisdiction, seeking an injunction for Landlord to grant such consent. In no event shall Landlord be liable to Tenant for any damages in connection with any failure to give its consent to such request.

19. **Subordination**. Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises, provided that Tenant's right of possession of the Premises shall not be disturbed during the term by any Mortgagee so long as no Event of Default has occurred hereunder and is continuing beyond applicable notice and cure periods. In the event of any transfer of Landlord's interest in the Premises, termination of any underlying lease of premises which include the Premises, re-entry or dispossession of Landlord or the purchase of the Premises or Landlord's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any Mortgage or pursuant to a power of sale contained in any Mortgage, then in any of such events, Tenant shall, at the request of such Mortgagee, transferee or purchaser of Landlord's interest, attorn to and recognize the Mortgagee, transferee or purchaser of Landlord's interest or underlying lease, as the case may be (any such person, "Successor Landlord"), as "Landlord" under this Lease for the balance then remaining of the Term, and thereafter this Lease shall continue as a direct Lease between such Successor Landlord, as "Landlord", and Tenant, as "Tenant". This clause shall be self-operative, but within 10 days after request, Tenant shall execute and deliver any further instruments confirming the subordination of this Lease and any further instruments of attornment that the Mortgagee may reasonably request, provided that the same are consistent with the terms and conditions set forth herein. Landlord agrees to obtain a subordination, non-disturbance and attornment agreement in commercially reasonable form consistent with the terms and conditions set forth herein executed by Landlord's current Mortgagee within thirty (30) days after the date of this Lease and Tenant's execution and delivery of the same. Tenant agrees to execute such document in the form used by Landlord's current Mortgagee provided the same is commercially reasonable and consistent with the terms hereof. Upon full execution by Landlord, Tenant and Landlord's current Mortgagee, the subordination, non-disturbance and attornment agreement shall be attached hereto as Exhibit "I". However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease. The provisions of Sections 15 and 16 above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee.

20. **Tenant's Certificate; Financial Information**.

(a) From time to time, but not more than once in any 12 month period unless requested in connection with a purchase and sale or refinance or recapitalization by Landlord, Tenant shall furnish to Landlord and any Mortgagee, prospective purchaser or Mortgagee or other person designated by Landlord, within twenty (20) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise required by Landlord's Mortgagee or a prospective purchaser or Mortgagee of the Property, the initial form of estoppel certificate to be signed by Tenant is attached hereto as **Exhibit "C"**. If Tenant does not deliver to Landlord the certificate signed by Tenant within such required time period, Landlord may give Tenant a second notice requesting Tenant's certificate stating in **BOLD ALL CAPITAL TYPE THAT "IF TENANT FAILS TIMELY TO RESPOND TO THIS NOTICE THEN TENANT SHALL BE DEEMED TO HAVE AGREED TO AND SHALL BE BOUND BY THE ESTOPPEL CERTIFICATIONS SET FORTH IN SECTION 20(a) OF THE LEASE**", and if Tenant fails to respond to such second notice within five (5) business days, then Landlord, Landlord's Mortgagee and any prospective purchaser or Mortgagee or other person, may conclusively presume and rely upon the following facts: (i) this Lease is in full force and effect; (ii) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (iii) not more than one monthly installment of Base Rent and other charges have been paid in advance; (iv) there are no claims against Landlord nor any defenses or rights of offset against

collection of Rent or other charges; and (v) Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of the presumed facts.

(b) At any time and from time to time, if Tenant is not then a public company whose current financial information is publicly available, but not more often than two (2) times in any period of twelve (12) months, Tenant shall furnish to Landlord and any Mortgagee, prospective purchaser or Mortgagee or other person designated by Landlord, within twenty (20) days after Landlord has made a request therefor, reasonably requested financial information.

21. **Surrender**.

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good condition, including the Work completed under Exhibit "E" or "K" as applicable and any Alterations made by Tenant and not required by Landlord to be removed by Tenant, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Property all furniture, trade fixtures, equipment, and all other personal property installed by Tenant or its assignees or subtenants; Tenant's Exterior Sign, in accordance with Section 11; and to the extent required by Landlord in accordance with Section 12, any Alterations constructed and installed by Tenant. Notwithstanding the foregoing, Tenant shall not be required to remove (i) any wiring, conduits or cabling or (ii) any of the Work completed under Exhibit "E" or "K" as applicable, other than non-standard office improvements which Landlord may require Tenant to remove under the terms of Paragraph E-3 of Article II of Exhibit "E". Tenant shall repair any damage resulting from such removal, including matching finishes to the surrounding areas, at Tenant's sole cost and expense. At Landlord's sole option, any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Landlord may restore the Premises to the condition required to be in when returned by Tenant under the terms of this Lease, and Tenant shall pay the cost thereof on demand.

(b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will or at sufferance at Landlord's option. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that Tenant shall pay to Landlord, promptly within 10 days of written demand, for each month or partial month Tenant thus remains in possession, (i) for the first three (3) months of such holdover, including any partial month before the fourth month of such holdover, a monthly sum equal to one hundred fifty percent (150%) of the highest rate of Monthly Rent payable under the Lease during the Term and (ii) for the fourth month or partial month of such holdover, and each subsequent month or partial month of such holdover, a monthly sum equal to two hundred percent (200%) of the highest rate of Monthly Rent payable under the Lease during the Term. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, (i) any holdover by Tenant shall constitute a default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in the event of a Tenant default, and Tenant shall be liable for all damages that Landlord suffers as a result of the holdover and (ii) Tenant shall indemnify, defend and hold harmless Landlord against all claims and demands made by succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant.

22. **Defaults - Remedies**.

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 22 (c) below, Tenant fails to cure such default on or before the date that is 5 business days after Landlord gives Tenant notice of default;

(ii) If Tenant enters into or permits any Transfer in violation of Section 18 above;

(iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 22 (c) below, Tenant fails to cure the default on or before the date that is thirty (30) days after Landlord gives Tenant notice of default; provided, however, if such default shall reasonably take more than thirty (30) days to cure, Tenant shall have such additional time as is reasonably necessary to cure the default if Tenant begins to cure the default within thirty (30) days following Landlord's notice and thereafter continues diligently in good faith to completely cure the default; or

(iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that any involuntary proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days. The occurrence of any of the foregoing with respect to any Guarantor shall also constitute an Event of Default by Tenant.

(b) If an Event of Default occurs, Landlord shall have the following rights and remedies:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent;

(ii) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise, without being liable for prosecution or damages. Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;

(iii) To accelerate the whole or any part of the Rent for the balance of the Term, and declare the same to be immediately due and payable;

(iv) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; and

(v) **CONFESSION OF JUDGMENT**. To cause judgment by confession to be entered against Tenant as follows.

**A. RESERVED**.

**B. CONFESSION OF JUDGMENT FOR POSSESSION. TENANT COVENANTS AND AGREES THAT UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, OR IF THIS LEASE IS TERMINATED OR THE TERM OR ANY EXTENSIONS OR RENEWALS THEREOF ARE TERMINATED OR EXPIRE, THEN LANDLORD MAY, WITHOUT LIMITATION, CAUSE JUDGMENTS IN EJECTMENT FOR POSSESSION OF THE PREMISES TO BE ENTERED AGAINST TENANT AND, FOR THOSE PURPOSES, TENANT HEREBY GRANTS THE FOLLOWING WARRANT OF ATTORNEY: (I) TENANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR LANDLORD (AS WELL AS SOME ONE ACTING FOR LANDLORD) IN ANY ACTIONS COMMENCED FOR RECOVERY OF POSSESSION OF THE PREMISES TO APPEAR FOR TENANT AND CONFESS OR OTHERWISE ENTER JUDGMENT IN EJECTMENT FOR POSSESSION OF THE PREMISES AGAINST TENANT AND ALL PERSONS CLAIMING DIRECTLY OR INDIRECTLY BY, THROUGH OR UNDER TENANT, AND THEREUPON A WRIT OF POSSESSION MAY FORTHWITH ISSUE AND BE SERVED, WITHOUT ANY PRIOR NOTICE, WRIT OR PROCEEDING WHATSOEVER; AND (II) IF, FOR ANY REASON AFTER THE FOREGOING ACTION OR ACTIONS SHALL HAVE BEEN COMMENCED, IT SHALL BE DETERMINED THAT POSSESSION OF THE PREMISES SHOULD REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT TO COMMENCE ONE OR MORE FURTHER ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES INCLUDING APPEARING FOR TENANT AND CONFESSING OR OTHERWISE ENTERING JUDGMENT FOR POSSESSION OF THE PREMISES AS HEREINBEFORE SET FORTH.**

**C.** Proceedings. In any procedure or action to enter judgment by confession pursuant to Subsection B above: (a) if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the Event of Default or occurrence of the condition precedent, or event, the happening of which default, occurrence or Event of Default authorizes and empowers Landlord to cause the entry of judgment(s) by confession, such affidavit or averment shall be conclusive evidence of such facts, Events of Default, occurrences, conditions precedent or events; and (b) if a true copy of this Lease (and of the truth of which

such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

**D.** Waivers by Tenant of Errors and Notice to Quit. Tenant hereby releases to Landlord and to any attorneys who may appear for Landlord all errors in any procedure(s) or action(s) to enter judgment(s) by confession by virtue of the warrants of attorney contained in this Lease, and all liability therefor. Tenant further authorizes the prothonotary, or any clerk of any court of record to issue a writ of execution or other process. If proceedings shall be commenced to recover possession of the Premises either at the end of the Term or sooner termination of this Lease, or for non-payment of Rent or for any other reason, Tenant specifically waives the right to the fifteen (15) or thirty (30) days' notice to quit required by 68 P.S. §250.501, as amended, and agrees that notice under either Pa.R.C.P. 2973.2 or Pa.R.C.P. 2973.3, as amended from time to time, shall be sufficient in either or any such case.

**E.** Rights of Assignee of Landlord. The right to enter judgment(s) against Tenant by confession and to enforce all of the other provisions of this Lease may at the option of any assignee of this Lease, be exercised by any assignee of the Landlord's right, title and interest in this Lease in his, her or their own name, any statute, rule of court, custom, or practice to the contrary notwithstanding.

**F. NOTICE; WAIVERS BY TENANT. SUBSECTION B ABOVE CONTAINS A WARRANT OF ATTORNEY AUTHORIZING ANY PROTHONOTARY, CLERK OF COURT, ATTORNEY OF ANY COURT OF RECORD AND/OR LANDLORD (AS WELL AS SOMEONE ACTING FOR LANDLORD) TO APPEAR FOR, AND CONFESS JUDGMENT(S) AGAINST, TENANT, WITHOUT ANY PRIOR NOTICE OR AN OPPORTUNITY TO BE HEARD. SUBSECTION B ABOVE ALSO PERMITS LANDLORD TO EXECUTE UPON THE CONFESSED JUDGMENT(S) WHICH COULD HAVE THE EFFECT OF DEPRIVING TENANT OF ITS PROPERTY WITHOUT ANY PRIOR NOTICE OR AN OPPORTUNITY TO BE HEARD. TENANT HEREBY ACKNOWLEDGES THAT IT HAS CONSULTED WITH AN ATTORNEY REGARDING THE IMPLICATIONS OF THESE PROVISIONS AND TENANT UNDERSTANDS THAT IT IS BARGAINING AWAY SEVERAL IMPORTANT LEGAL RIGHTS. ACCORDINGLY, TENANT HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ANY RIGHTS THAT IT MAY HAVE UNDER THE CONSTITUTION AND/OR LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF PENNSYLVANIA TO PRIOR NOTICE AND/OR AN OPPORTUNITY FOR HEARING WITH RESPECT TO BOTH THE ENTRY OF SUCH CONFESSED JUDGMENT(S) AND ANY SUBSEQUENT ATTACHMENT, LEVY OR EXECUTION THEREON. TENANT EXPRESSLY WARRANTS AND REPRESENTS THAT THE FOLLOWING WARRANTS OF ATTORNEY TO CONFESS JUDGMENT HAVE BEEN AUTHORIZED EXPRESSLY BY ALL PROPER ACTION OF THE BOARD OF DIRECTORS OR SIMILAR GOVERNING BODY OF TENANT. NOTWITHSTANDING ANYTHING CONTAINED IN SUBSECTION B ABOVE, THIS SUBSECTION AND THE AUTHORITY GRANTED TO LANDLORD THEREIN IS NOT AND SHALL NOT BE CONSTRUED TO CONSTITUTE A "POWER OF ATTORNEY" AND IS NOT GOVERNED BY THE PROVISIONS OF 20 Pa.C.S.A. §§5601-5611. FURTHERMORE, AN ATTORNEY OR OTHER PERSON ACTING UNDER THIS SUBSECTION SHALL NOT HAVE ANY FIDUCIARY OBLIGATION TO THE TENANT AND, WITHOUT LIMITING THE FOREGOING, SHALL HAVE NO DUTY TO: (1) EXERCISE THESE POWERS FOR THE BENEFIT OF THE TENANT, (2) KEEP SEPARATE ASSETS OF TENANT FROM THOSE OF SUCH ATTORNEY OR OTHER PERSON ACTING UNDER THESE SUBSECTIONS, (3) EXERCISE REASONABLE CAUTION OR PRUDENCE ON BEHALF OF TENANT, OR (4) KEEP A FULL AND ACCURATE RECORD OF ALL ACTIONS, RECEIPTS AND DISBURSEMENTS ON BEHALF OF TENANT. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT (I) SUCH WARRANTS OF ATTORNEY TO CONFESS JUDGMENT ARE BEING EXECUTED IN CONNECTION WITH A COMMERCIAL TRANSACTION, (II) LANDLORD'S CONFESSION OF JUDGMENT FOLLOWING AN EVENT OF DEFAULT AND IN ACCORDANCE WITH SUCH WARRANTS OF ATTORNEY WOULD BE IN ACCORDANCE WITH TENANT'S REASONABLE EXPECTATIONS, AND (III) LANDLORD DOES NOT AND, IN REGARDS TO THE LEASE, SHALL NOT HAVE ANY OF THE DUTIES TO TENANT SET FORTH IN 20 PA C.S.A. §5601.3(b).**

**ACKNOWLEDGED AND AGREED:**

**MADRIGAL PHARMACEUTICALS, INC.**

**BY: /s/ Clint Wallace**
**AUTHORIZED REPRESENTATIVE**

(c) Any provision to the contrary in this Section 22 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 22 (a) above more than twice in any consecutive 12-month period, and

thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22 (b) if Tenant fails to comply with the provisions of Sections 13 or 20 or in an emergency.

(d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. Notwithstanding the expiration of the Term, the termination of this Lease by Landlord or by operation of law or otherwise (except as expressly provided herein), or the repossession of the Premises or any part thereof by Landlord, Tenant shall not be relieved of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, or repossession, and Landlord may, at its option, sue for and collect all Rent and other charges due hereunder at any time as when such charges accrue. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party such prevailing party's reasonable attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal, as determined by the Court.

(f) Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon or related to, the subject matter of this Lease.

(g) Tenant waives those provisions of the Landlord and Tenant Act of 1951, Act of April 6, 1951, P.L. 69, art. I, secs. 101 et seq., 68 P.S. secs 250.101 et seq., as amended and as may from time to time be further amended (hereinafter referred to as the "Landlord and Tenant Act"), that are not prohibited by law from being waived. Without limiting the generality of the foregoing waiver, Tenant specifically waives the right to receive the Notice to Quit provided for in the Landlord and Tenant Act.

(h) If Tenant shall be in default under this Lease and, as a consequence of such default, Landlord shall obtain a judgment against Tenant, such judgment shall be satisfied only out of the property and assets of Tenant, and no officer, director, employee, partner, or shareholder of Tenant shall be liable for any deficiency. In no event shall Landlord have the right to levy execution on any judgment obtained against Tenant for Tenant's default under this Lease on any personal property of any officer, director, employee, partner, or shareholder of Tenant.

(i) If Landlord elects to terminate this Lease or Tenant's possession of the Premises following an Event of Default hereunder, provided that Tenant promptly after receipt of Landlord's notice of the occurrence of an Event of Default and demand for possession of the Premises shall vacate the Premises and surrender the same to Landlord in the condition required under this Lease, Landlord shall use commercially reasonable efforts to mitigate Landlord's damages hereunder, but shall not be required: (A) to give preference to reletting the Premises over any other premises that Landlord has currently available in the Building or (B) to accept any potential tenant that Landlord otherwise finds undesirable or not creditworthy. Any reletting of the Premises or any portion thereof may be for such term or terms and on such conditions and at such rental rates and for such uses as Landlord, in its absolute discretion, may determine, and Landlord will apply the rents received from such reletting to Tenant's account (after deducting Landlord's costs of reletting, including repairs, alterations and improvements, allowances and other concessions, and any brokers' and attorneys' fees).

23. **Authority**.

(a) Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, (b) the execution, delivery and performance of this Lease have been duly approved by Tenant and no further corporate action is required on the part of Tenant to execute, deliver and perform this Lease, (c) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant and (d) this Lease, as executed and delivered by such person(s), is valid, legal and binding on Tenant, and is enforceable against Tenant in accordance with its terms.

(b) Landlord represents and warrants to Tenant that: (a) Landlord is duly formed, validly existing and in good standing under the laws of the state under which Landlord is organized, and qualified to do business in the state in which the Property is located, (b) the execution, delivery and performance of this Lease have been duly approved by Landlord and no further action is

required on the part of Landlord to execute, deliver and perform this Lease, (c) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Landlord, (d) this Lease, as executed and delivered by such person(s), is valid, legal and binding on Landlord, and is enforceable against Landlord in accordance with its terms, and (e) no consent of any third party is required in connection with Landlord's execution and delivery of this Lease other than those consents obtained by Landlord prior to the date hereof.

24. **Liability of Landlord**.

(a) The word "**Landlord**" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Property except for obligations already accrued (and, as to any unapplied portion of any rents paid in advance, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest (which transfer may be effectuated via, among other means, a credit against other amounts due)). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Landlord shall not be held in default under this Lease unless Landlord fails to perform or observe any of its obligations, covenants, or agreements hereunder and such breach or failure shall not be cured within thirty (30) days after Landlord receives written notice from Tenant specifying such breach or failure (provided, however, that if such breach or failure shall reasonably take more than thirty (30) days to cure, Landlord shall have such additional time as is reasonably necessary to cure such breach or failure so long as Landlord commences such cure within the thirty (30) days after its receipt of such written notice from Tenant and thereafter, using reasonable efforts, diligently prosecutes such cure to completion). In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Tenant shall look solely to Landlord's equity in the Building (including Landlord's interests in rents from the Building, insurance proceeds, condemnation awards and other proceeds) for the satisfaction of any claim, remedy or cause of action of Tenant in the event of any default or failure to perform any of Landlord's obligations under this Lease or by law, express, implied or assumed. Neither Landlord nor any disclosed or undisclosed principal, member, partner, trustee, officer, director, employee, agent or attorney of Landlord, its agents or managers (each, a **"Landlord Party**"), nor any successors or assigns of any of them, shall have any personal liability for any such default or failure under this Lease or otherwise with respect to this Lease, the relationship of landlord and tenant hereunder or Tenant's use and/or occupancy of the Premises, and no other property or assets of Landlord or any Landlord Party shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies or otherwise with respect to this Lease, the relationship of landlord and tenant hereunder or Tenant's use and/or occupancy of the Premises.

(b) In the event that (i) Landlord shall breach or fail to perform its obligations to Maintain the Premises as required under Section 9(a) above, and (ii) such breach or failure shall continue uncured beyond the time provided under Section 24(a) above for notice to Landlord and its Mortgagees and for the cure thereof, and (iii) such continuing breach or failure is creating a material impairment to the operation of Tenant's business at the Premises, then Tenant may, at Tenant's option, without waiving any claim for damages for breach of agreement, at any time thereafter perform such work as may be reasonably necessary to cure such breach or failure, subject to the terms, conditions, and limitations of this Section 24. Landlord shall reimburse Tenant for any reasonable amounts properly paid by Tenant as aforesaid within thirty (30) days of Tenant's written demand therefor. Tenant shall not have, and hereby expressly waives, any right to terminate this Lease or withhold Rent on account of any Landlord default or failure to pay such amounts demanded by Tenant under this provision, but this provision shall not be deemed to waive Tenant's right to sue for payment of amounts due and unpaid in accordance with this Section. Notwithstanding the foregoing, any such curative work by or on behalf of Tenant shall be limited solely to the Premises and any systems or equipment of the Building serving the Premises exclusively. Such work by Tenant shall not damage, impair or prevent access to or use of any of the structural elements of the Building (including without limitation, the roof of the Building, the facade, entrances and exits of the Building, and the exterior windows and window frames of the Building), Building Systems (except for those serving the Premises exclusively), or the Common Areas of the Building (including the parking garage, exterior parking facilities, driveways, walkways, and signage, without limitation). Tenant shall not do or cause to be done anything that may affect premises leased to or occupied by, or otherwise disturb the use or occupancy of, any other tenant or occupant of the Building, or that would cause a breach or default by Landlord in its obligations to other tenants or occupants or to any Mortgagee. Tenant shall not do or cause to be done anything that would impair or invalidate any contractor's warranty benefitting Landlord, including without limitation, any roof warranties. All work done by Tenant under this provision shall be performed only by Landlord's contractors or by contractors approved in advance by Landlord (such approval not to be unreasonably withheld), in a good and workmanlike manner, in compliance with all applicable Laws, and in accordance with all of the terms and provisions of this Lease applicable to work and Alterations performed by Tenant including, without limitation, Sections 11 and 12. If Tenant requires access to premises leased to or occupied by any other tenant or occupant of the Building in order to perform any work permitted to be done by Tenant under the terms and conditions of this Section 24(b), Landlord will allow Tenant and its contractors to have such access, but only if, and to the extent that, Landlord has the right to allow such access by Tenant and its contractors under the terms and conditions of such other tenant's or occupant's lease or occupancy agreement.

(c) Tenant hereby waives the benefit of any Laws granting it the right to perform any of Landlord's obligations under this Lease and agrees that all such rights of Tenant, if any, that may arise shall be solely under and subject to the terms, conditions and limitations of this Section 24. Tenant waives the benefit of any laws granting it a lien upon the property of Landlord and/or upon Rent due Landlord, or the right to terminate this Lease or withhold Rent on account of any Landlord default.

(d) In no event shall anything in this Section 24 be deemed to allow Tenant to, and Tenant shall not, in any event, relocate other tenants or do anything else for which Landlord is responsible under Exhibit "E" or "K", as applicable, or construct, perform or provide any of the Base Building Work to be provided by Landlord under Exhibit "E" or the Work under Exhibit "K", as applicable, or do anything else for which Landlord is responsible to prepare the Premises for delivery to Tenant and/or for use or occupancy by Tenant.

25. **Miscellaneous**.

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(f) Tenant shall not record this Lease or any memorandum without Landlord's prior written consent.

(g) The submission of this Lease for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery hereof by both Landlord and Tenant.

(h) The Broker(s) identified in Section 1, if any, will be paid a commission by Landlord pursuant to a separate written agreement between Landlord and such Broker(s). Each party represents and warrants to the other party that the Broker(s) identified in Section 1, if any, are the only brokers or agents dealt with by such party in connection with the negotiation or execution of this Lease. Each such party hereby agrees to indemnify and hold the other party (and any Mortgagee) harmless from any and all claims by any broker or agent other than the Broker(s) identified in Section 1, if any, for commissions, fees or expenses arising out of or in connection with the negotiation of or entering into this Lease by Landlord and Tenant, based on the assertion that the indemnifying party agreed to pay or (cause to be paid) such other broker or agent. In no event shall any Mortgagee have any obligation to any broker or agent involved in this transaction.

(i) If Landlord or Tenant shall be delayed, hindered or prevented from the performance of any acts required under this Lease or by law, other than payment of any sums of money due, by reason of an act of God, floods, storms or adverse weather conditions, fire, casualty, actions of the elements, strikes, lockouts, other labor trouble, defective materials, inability to procure or shortage of labor, equipment, facilities, fuel, materials or supplies despite reasonable efforts, failure of transportation, telecommunications or power, restrictive governmental laws or regulations, acts, directives or orders of any governmental authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, governmental delay,

inability to obtain building or use and occupancy permits, accidents, riot, civil commotion or disorder, insurrection, war (whether declared or not), armed conflict or serious threat of same, terrorism, plague, epidemic, pandemic (including, without limitation, COVID-19), outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, government-declared national emergency, statewide emergency or local emergency affecting the geographic area including the Building, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of the party whose performance is delayed ("Force Majeure"), then except to the extent expressly provided herein, the performance of such act or acts shall be excused for the period of delay, in which case the period for the performance of any such act or acts shall be extended for the period reasonably necessary to complete performance after the end of the period of such delay. Except to the extent expressly provided herein, in no event shall any monetary obligations under this Lease be extended due to Force Majeure, and in no event shall financial inability constitute a cause beyond the reasonable control of a party. In order for any party hereto to claim the benefit of a delay due to Force Majeure, such party shall be required to use reasonable efforts to minimize the extent and duration of such delay, and to give the other party reasonable notice of the cause of such delay within a reasonable time of its commencement. In addition, except to the extent expressly provided herein, each party's delay in performance of its non-monetary obligations under this Lease shall be excused to the extent that such delay is due to any act or omission of the other party or such other party's employees, agents, representatives or contractors in breach of such other party's obligations under this Lease.

(j) Nothing contained in this Lease shall be construed to create a partnership, joint venture or other association between Tenant and Landlord.

(k) This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall constitute one and the same instrument. This Lease shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of Landlord and Tenant.

(l) Landlord and Tenant agree to the use of electronic signatures and the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be. A digital, mechanical or electronic reproduction (such as, but not limited to, a photograph, fax, e-mail, PDF, Adobe image, JPEG, telegram, telex or telecopy) of the signature of Landlord or Tenant shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original signature penned manually by its signatory. Without limitation, if the signature of a party is delivered by electronic signature technology (e.g., DocuSign), such electronic signature shall be treated in all respects as having the same effect as an original "wet ink" signature. Upon request by Landlord or Tenant, each party shall provide its ink-on-paper original signature penned manually by its signatory on this Lease.

26. **Notices**. Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified in Section 1(n) above (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the earlier of the day of actual delivery to the intended recipient, or the third business day following deposit in the mail (if sent by certified or registered mail), or on the first business day after being sent (if sent by reputable overnight courier service) or on the business day delivery is refused. If the term "Tenant" as used in this Lease refers to more than one person, any notice, consent, approval, request, bill, demand or statement given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant. The giving of notice by Landlord's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord.

27. **Reserved**.

28. **Utilities**. For and with respect to each calendar year of the Term (and any renewals or extensions thereof), including, without limit, the Base Year and the first calendar year during which the Term of this Lease shall have commenced, there shall accrue and Tenant shall pay to Landlord, without offset or deduction, as Additional Rent under this Lease: (1) Landlord's costs of supplying electricity, water, sewer, gas and other utilities consumed by Tenant in the Premises, including without limitation, such electric energy as is consumed by Tenant in connection with the operation of the heating, ventilating and air conditioning systems serving the areas which includes the Premises, if any, as such consumption shall have been shown on the meters for such systems and computed on a proportionate basis with other areas served by the meters together with any administrative costs incurred by Landlord by reason thereof, and (2) Tenant's Share of Landlord's costs of supplying electricity, water, sewer, gas and other utilities to all other areas of the Building and the Property (not separately billed or metered within the Building) in connection with the operation of the Building and the Property, at the same rate as Tenant would be obligated to pay the applicable utility company providing such service at the retail rate, and all taxes or fuel adjustments or transfer charges and other like charges regularly passed on to consumers by the utility company furnishing service to the Property, Building and Premises, administrative costs related to keeping track of use and consumption and a reasonable loss factor related to any meters and sub-meters. For the avoidance of doubt, Tenant shall not be

required to pay for any utilities consumed by any tenant in the Building within such tenant's demised premises. If the Building is less than 95% occupied, or if any tenant in the Building contracts directly for electric power service or other utilities or its usage is separately metered or sub-metered during any portion of the relevant period, the total electric power costs and other utility costs for the Building will be "grossed up" to reflect what those costs would have been had the Building been 95% occupied and had each tenant in the Building used the Building-standard amount of electric power and other utilities, as determined by Landlord. Tenant shall pay all amounts billed pursuant to the provisions hereof within 30 days of receiving Landlord's written statement of such charges. Any payment, refund, or credit made pursuant to this Section shall be made without prejudice to any right of Tenant to dispute, or of Landlord to correct, any item(s) as billed pursuant to the provisions hereof; provided, however, that if Tenant does not notify Landlord that it disputes any statement within 30 days of receipt, Tenant shall be deemed to agree and be bound thereby. If, upon expiration or termination of this Lease for any cause, the amount of electricity charges or other utility charges due hereunder has not yet been determined, an appropriate payment from Tenant to Landlord shall be made within 30 days after such determination. Landlord shall have the right to require Tenant to contract directly with the utility provider supplying electricity and any other utility services to the Building, in which event Tenant shall pay all charges for such utilities directly to the utility provider. Landlord shall at all times have the exclusive right to select the provider or providers of electricity and all other utility services to the Premises and the Property, and Landlord shall have the right of access to the Premises from time to time to install or remove utility facilities. Tenant shall obtain, contract directly and pay for telecommunication services and all other services and utilities used or consumed on or from the Premises that are not supplied by Landlord, if any. If any meter or submeter shall be installed to monitor electricity or other utility services to the Premises, Tenant shall pay for all such services supplied by Landlord as shown by the meter or submeter as applicable, at the retail rate charged by the utility company furnishing the same, together with any administrative costs incurred by Landlord by reason thereof upon monthly invoicing, and Landlord will adjust Tenant's Share of the costs for such utility services to the Building and Property accordingly.

29. **Rights Reserved to Landlord**. Landlord waives no rights, except those that may be specifically waived herein, and explicitly retains all other rights including, without limitation, the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim:

(a) To name or rename the Property and the Building and change the name or street address of the Property and the Building, provided that Landlord shall reimburse Tenant for the cost of replacing Tenant's existing stock on hand of preprinted stationary showing Tenant's street address at the Property and the Building if such street address is changed by Landlord. Landlord shall have the exclusive right to use the name and image of the Property and the Building for all purposes, except that Tenant may use the name on its business address and for no other purpose.

(b) To install, affix and maintain any and all signs on the exterior or interior of the Building or the Property.

(c) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, toilet paper, shoe shining, vending machines, mobile vending service, catering and like services used on the Property or in the Building.

(d) To make Alterations to the Property, Building and Common Areas and to alter the layout, design and/or use of the Property, Building and Common Areas in such manner as Landlord, in its sole discretion, deems appropriate, and for such purposes to enter upon the Premises and during the continuance of any of such work, to temporarily close doors, entry ways, public space, corridors and Common Areas in the Building or the Property, and to interrupt or temporarily suspend services or use of Common Areas, all without affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible. Tenant shall reasonably cooperate with Landlord and Landlord's contractors, subcontractors, architects, engineers and agents during the preparation and construction of any such Alterations so long as it does not disrupt the daily business operations.

(e) If Tenant vacates or abandons the Premises, to decorate, remodel, alter, or otherwise prepare the Premises for re-occupancy, without affecting Tenant's obligation to pay Rent and at no cost or expense to Tenant other than any costs to remove Tenant's property from the Premises and to restore the Premises to the condition required pursuant to Section 21 unless Tenant is in breach or default of Tenant's obligations under the terms of this Lease.

(f) To hold at all times, and to use in appropriate instances subject to the terms hereof, passkeys and security system codes necessary for access to the Premises and all doors within and into the Premises. On the expiration of the Term or Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

(g) To designate and approve all window coverings used in the building.

(h) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and Building. Landlord confirms that the existing Building as of the date of this Lease can hold a weight of 70 lbs./square foot.

(i) To install vending machines of all kinds in the Building and upon the Property, and to provide mobile vending service therefor, and to receive all of the revenues derived therefrom; provided, however, that no vending machines shall be installed by Landlord in the Premises nor shall any mobile vending service be provided therefor, unless Tenant so requests.

(j) To regulate deliveries of supplies and the use of the loading docks, receiving areas and freight elevators.

(k) To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises.

(l) Subject to the Exclusive Use Restriction, to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building or on the Property.

(m) The exclusive right to use or dispose of the use of the roof of the Building.

30. **Amenities**. During the Term, Landlord shall provide certain amenities including the conference rooms to be constructed as described below, and the fitness center, Wi-Fi and other services which are provided at the Property for use in common by Landlord and its tenants and occupants at the Building as of the date of this Lease (the "Amenities"), subject to Landlord's rules and regulations and further subject to scheduling availability as determined by Landlord or its manager for the Building, under the terms and conditions as follows:

(a) Tenant shall have the right to reserve and use the training center and/or conference room facility to be constructed by Landlord pursuant to Exhibit "E" a minimum of six (6) times per month and otherwise unlimited use on a "first come, first served" basis, subject to scheduling availability as determined by Landlord or its manager for the Building. All costs and expenses to Landlord and/or its affiliates of providing, operating, managing and maintaining the Amenities shall be included in Operating Expenses. The Amenities required to be provided by Landlord hereunder will be maintained in a manner consistent with other office buildings similar to the Building in the same in Conshohocken-West Conshohocken geographic market area as the Building. Landlord agrees not to charge Tenant or its employees any fees (other than the Monthly Rent provided for in this Lease) for the use of such Amenities, except that Landlord may establish reasonable charges for additional services which are provided only upon request or are not regularly made available to all users of the Amenities (e.g., special event setup and takedown, rentals of additional furniture and extra equipment, additional cleaning, catering).

(b) All of the Amenities and services described herein shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable and non-discriminatory rules and regulations with respect to such Amenities and services. Tenant agrees to abide by and conform to such rules and regulations and to cause its officers, agents, employees, contractors, subcontractors and invitees so to abide and conform. Landlord reserves the right to suspend or revoke the use and/or membership privileges of any individual for failure to abide by and conform to such rules and regulations at any time. Landlord does not make any representations as to the security of its Wi-Fi network (or the Internet) or of any information that Tenant puts on it. Tenant agrees to use whatever security measures (such as encryption) Tenant believes are appropriate to its business and circumstances. Landlord reserves the right to make changes, additions, alterations or improvements in and to any Amenities and related services from time to time, which may include temporary closures in connection with maintenance, repairs, additions, alterations or improvements.

(c) In no event shall Landlord be responsible for any of the acts, omissions, negligence or willful misconduct of Tenant or Tenant's Agents or any other tenant, occupant or person in their use of any such Amenities and services, nor shall Landlord have any liability for any loss or damage to persons or property (including theft or vandalism, without limitation) in connection with any use of any such Amenities and services. Landlord may impose additional, reasonable conditions upon the use of any such Amenities and services by Tenant and its employees, agents, contractors, subcontractors and invitees, which may include requiring them to execute and deliver a use, membership and/or entry agreement and a release of liability and waiver of claims. In Landlord's sole judgment, Landlord may require Tenant to enter into a special event license agreement for the use of any Amenities to the exclusion of other tenants and occupants, or outside of the regular hours established by Landlord from time to time, or if non-tenant invitees will be present, or if food, beverages or alcohol will be available, or otherwise due to any special use or circumstances.

31. **Parking**. Appurtenant to the lease of the Premises, subject to the Building Rules, Tenant shall have the nonexclusive privilege during the Term to use 4.0 parking spaces per 1000 RSF of the Premises (or portion thereof delivered to Tenant) on a non-

assigned, non-reserved (except as provided below) basis, in the parking facilities serving the Building. (For avoidance of doubt, as of the Commencement Date, the number of parking spaces with respect to the Initial Premises (i.e., the Phase One Space), based on 14,932 RSF, is 60 spaces; and as of the Phase Two Commencement Date, the number of parking spaces with respect to the Additional Premises (i.e., the Phase Two Space), based on 39,183 RSF, is an additional 156 spaces.) Unless otherwise expressly provided herein, the parking spaces available to Tenant, its employees and invitees shall be unassigned, and Tenant's and its Agents' use of the parking facilities will be in common with other tenants and occupants, including Landlord, in areas reasonably designated by Landlord. The number of parking stalls permitted to be used by Tenant and its Agents shall not at any time exceed the number of spaces specified herein above as reasonably determined by Landlord. Landlord reserves the right to grant exclusive parking to other tenants and occupants (including Landlord), and the right to change the location of parking spaces permitted to be used by Tenant hereunder, and otherwise reserves all rights and exclusive control over the parking facilities. Landlord reserves the right to dedicate any of the parking facilities to use by the public and to increase, eliminate, reduce or change the number, type, size, location, elevation, nature and use of the parking facilities; make changes, additions, subtractions, alterations or improvements in and to such parking facilities; withdraw portions of the Property from the parking facilities or add parking facilities to the Property, including non-contiguous parcels for parking and other purposes; and to construct buildings, kiosks and other improvements in the parking facilities; provided, however, Landlord agrees: (a) to allow pedestrian and vehicular access to the parking facilities from other areas of the Property and from adjacent public streets and from other public ways, if available, at all times except during reasonable periods of time required for construction and to provide necessary maintenance or repairs (which periods Landlord shall use reasonable efforts to minimize); (b) except as may be required by applicable Law, not otherwise to change any other portion of the parking facilities in such a manner so as to reduce the total number of parking spaces in the parking facilities on the Property below a minimum ratio of 4.0 parking spaces per 1000 RSF in the Building; and (c) not to impose a separate fee or charge for the use of unreserved spaces in the parking facilities by Tenant, its employees and invitees (other than costs and expenses properly included in Operating Expenses and Property Taxes).

[remainder of page intentionally left blank]

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Date signed:

4/24/2025

**Landlord:**

KPG FF Owner, L.P.,
a Delaware limited partnership

By: KPG FF GP, LLC,
a Delaware limited liability company,
its general partner

By: /s/ Rich Gottlieb
Name: Rich Gottlieb
Title: President

Date signed:

4/23/2025

**Tenant:**

Madrigal Pharmaceuticals, Inc.,
a Delaware corporation

By: /s/ Clint Wallace
Name: Clint Wallace
Title: Chief Human Resources Officer

**Rider 1 to Lease Agreement**

(Multi-Tenant Office)
**ADDITIONAL DEFINITIONS**

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Agents" of Tenant (or "Tenant's Agents") means Tenant's employees, agents, representatives, contractors, and subtenants.

"Alteration" means any addition, installation, alteration or improvement to the Premises or Property, as the case may be.

"Building Rules" means the rules and regulations attached to this Lease as **Exhibit "B"** as they may be amended from time to time.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety or security systems serving the Building.

"Business Day" or "business day" shall mean every day of the week, excepting Saturday, Sunday, and the following Federal holidays: New Years Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving, and Christmas Day.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas. In no event shall the "Common Areas" be deemed to include any hallways or restrooms or other demised areas that are fully contained within and comprise part of (and exclusively serve) the Premises, provided, however, that Landlord may designate and limit access to Building Systems and areas such as closets for mechanical, electrical, plumbing and HVAC equipment serving other areas of the Building.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Event of Default" means a default described in Section 22(a) of this Lease.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Interest Rate" means interest at the rate of 1.5% per month.

"Land" means the lot(s) or plot(s) of land on which the Building and related improvements are situated or allocated by Landlord to the Building.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair.

"Monthly Rent" means the monthly installment of Base Rent plus the monthly installment of the Excess Operating Expenses estimated by Landlord and the monthly installment of the Excess Property Taxes estimated by Landlord, and if applicable the monthly installment of estimated electricity and other utilities costs and charges, and any other Additional Rent payable by Tenant in monthly installments under this Lease.

“Mortgage” means any mortgage, deed of trust or other lien or encumbrance on Landlord’s interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord’s interest is or becomes a leasehold estate.

“Mortgagee” means the holder of any Mortgage, including any ground or master lessor if Landlord’s interest is or becomes a leasehold estate.

“Normal Business Hours” means 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. Saturday, legal holidays excepted (currently including New Years Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving, and Christmas Day).

“Operating Expenses” means all costs, fees, charges and expenses paid, incurred or charged by or on behalf of Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Building and the Property, including, but not limited to, (i) the charges at standard rates for any services provided by Landlord pursuant to Section 7 of this Lease, excluding, however, costs and expenses of electricity, heating, ventilation and air conditioning, gas, water and sewer and other utilities which are directly paid or reimbursed by tenants to Landlord or other utility provider, as the case may be, (ii) insurance premiums and the amount of any deductibles, (iii) Landlord’s cost to Maintain the Property and the Building, (iv) the cost of service, operation and maintenance contracts including, but not limited to, cleaning, landscaping, snow and ice removal, trash collection, monitoring and access control services, (v) the annual amortization (over their estimated economic useful life or payback period, whichever is shorter) of the costs (including reasonable financing charges) of capital improvements or replacements which are required to comply with any Laws enacted or effective after the Base Year or made for the purpose of reducing Operating Expenses, (vi) management fees, administrative expenses and personnel costs, including, but not limited to, salaries, wages, fringe benefits, taxes, insurance and other direct and indirect costs for employees of Landlord and the property manager engaged in the operation, management, maintenance and repair of the Building, (vii) any other costs and expenses incurred by Landlord for building supplies and maintenance and repair, (viii) the cost of any additional services not provided to the Property or the Building on the Commencement Date but thereafter provided by Landlord in the prudent management of the Property or the Building and (ix) the cost of operating any fitness facility, conference facility, transportation service, concierge service or other amenity furnished or made available generally to tenants of the Building. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease. The foregoing notwithstanding, Operating Expenses will not include: (1) depreciation on the Building or Property, (2) financing and refinancing costs (except as provided above), interest on debt or amortization payments on, or any points, fines or penalties under or in connection with, any Mortgage, or rental under any ground or underlying lease, (3) leasing commissions payable to brokers, advertising expenses, attorneys’ fees, tenant improvements and alterations of leased space in the Building or other costs directly related to the leasing of the Property, (4) Property Taxes, (5) costs of special cleaning or other services not provided on a regular basis to tenants of the Building (including Tenant), (6) the cost of any work or services performed for any other tenant of the Building to a materially greater extent or in a manner materially more favorable to such other tenant than that performed for or furnished to Tenant, (7) the cost of correcting defects in the construction of the Building or in the Building Systems to the extent of any recovery by Landlord under warranties, (8) the cost of repairs to the Building to the extent Landlord is reimbursed by proceeds of insurance, (9) legal, accounting, and other expenses related to Landlord’s financing, refinancing, mortgaging, or selling the Building or the Property, (10) cost of any political, charitable, or civic contribution or donation, (11) all reserves for future costs with respect to the Building or the Property, including reserves for future costs of repairs, maintenance, and replacements, (12) bad debts or rent loss reserves, (13) intentionally omitted, (14) salaries, wages, benefits and other compensation paid to officers and employees of Landlord to the extent not related to the operation, management, maintenance or repair of the Building or the Property, (15) (A) general organizational, administrative and overhead costs relating to creating or maintaining Landlord‘s existence, either as a corporation, partnership, or other entity, and (B) general corporate, legal and accounting expenses, general corporate overhead and general administrative expenses not related to the operation of Building or the Property, (16) costs incurred by Landlord due to the violation by Landlord, its employees, agents or contractors or any tenant of the terms and conditions of any lease of space in the Building or any applicable Law, (17) overhead and profit increment paid to Landlord, its subsidiaries or Affiliates, for goods and/or services in or to the Building or the Property to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis in the same geographic market area of Conshohocken-West Conshohocken in which the Building is located (excluding management fees provided for herein), (18) costs of fine art maintained at the Building, (19) any expenses otherwise includable within Operating Expenses to the extent Landlord is actually reimbursed by third-party persons other than tenants of the Building under leases for space in the Building or persons claiming under such leases, (20) any cost or expense related to removal, cleaning, abatement or remediation of Hazardous Materials or asbestos in or about the Building (including in any Common Areas) and the Property, including, without limitation, Hazardous Materials in the ground water or soil (but this exclusion shall not limit or release any liability Tenant may have therefor under Section 10(d) or other applicable Lease provisions), (21) any increase in insurance premiums if such increase is solely caused by the use, occupancy or act of another tenant and any other premiums for any insurance carried by Landlord which is not customarily carried by other reasonably prudent landlords in comparable first-class office buildings in the Conshohocken-West Conshohocken geographic submarket and is not otherwise permitted or required to be carried by Landlord, (22) rentals for equipment ordinarily considered to be of a capital nature (such as elevators and HVAC systems) except (a) if such

equipment is reasonably and customarily leased in the operation of first-class office buildings in the Conshohocken-West Conshohocken geographic submarket or (b) to the extent the costs of such equipment, if purchased, would be properly included in Operating Expenses under subsection (v) above, (23) repair costs resulting from the negligence or willful misconduct of Landlord or Landlord's Agents or affiliates, or the negligence or willful misconduct of any other tenant of the Building to the extent that Landlord is entitled to and actually receives reimbursement of such costs from such other tenant or from proceeds of insurance, (24) intentionally omitted, (25) any deductible amounts in Landlord's insurance policy exceeding $100,000 in the aggregate with respect to an applicable calendar year, and/or (26) other expenses which are required to be excluded from Operating Expenses under generally accepted accounting practices (GAAP) and are not otherwise permitted to be included in Operating Expenses under the terms hereof.

"Property" means the Land, the Building, all other buildings and improvements now or hereafter constructed on the Land, the Common Areas, and all appurtenances to them. If the Property includes or is part of a project that includes more than a single building, the building in which the Premises are located may be sometimes referred to herein as the "Building" taken individually or together with such other buildings as the context requires as determined by Landlord.

"Property Taxes" means to the extent not directly paid or reimbursed by tenants (including Tenant) to applicable governmental authority or to Landlord as described in Section 5 of this Lease, all levies, taxes (including real estate taxes and other ad valorem taxes), assessments (including, without limitation, assessments for commercial property assessed clean energy and/or similar initiatives related to the Property), governmental charges, liens, license and permit fees, whether federal, state, county or municipal, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded covenants or agreements, upon or with respect to the Property, or any improvements thereto, or against Landlord because of Landlord's estate or interest in the Property. Property Taxes shall not include: (i) any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax or capital levy that is or may be imposed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Property Taxes, or (ii) any transfer tax or recording charge resulting from a transfer of the Building or the Property. Property Taxes may be allocated among the tax parcel or parcels including the Building and the other tax parcel or parcels included in the project of which the Building is a part, if applicable, or so much thereof as is allocated to the Building by Landlord, on a proportionate share basis or otherwise as reasonably determined by Landlord provided such allocations are made on a consistent basis. If Property Taxes applicable to the Base Year are, at any time, reduced as a result of tax appeal, reassessment, exemption, abatement or any other reason, then for the purposes of this Lease such reduced taxes will be the Base Year Property Taxes and Tenant will pay to Landlord, within thirty (30) days of its receipt of notification of the reduced Base Year Property Taxes, any amounts due as a result of such reduction in the Base Year Property Taxes. The reasonable cost of any appeal or reassessment shall be added to Property Taxes.

"Rent" means the Base Rent, Excess Operating Expenses, Excess Property Taxes, all costs and charges for electricity and other utilities, and all other amounts payable by Tenant to Landlord under this Lease, including, without limitation, Additional Rent. "Additional Rent" means all amounts payable by Tenant to Landlord under this Lease, other than Base Rent.

"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Telecommunications Services" means services associated with electronic telecommunications, whether in a wired or wireless mode. Basic voice telephone services are included within this definition.

"Tenant's Share" means the percentage obtained by dividing the rentable square feet of the Premises by the rentable square feet of the Building, as set forth in Section 1 of this Lease. Landlord may make an equitable adjustment to Tenant's Share if the rentable square feet of the Premises or the Building shall change as determined by Landlord's architect in accordance with applicable BOMA standards.

"Term" means the initial Term determined as set forth in Section 1 and, if this Lease is renewed or extended pursuant to the valid exercise of an option right contained in this Lease in accordance with its terms and provisions, the period of time added to such initial Term by any such renewals or extensions. This provision shall not be deemed to grant or create any such rights or options of renewal or extension.

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**Exhibit 31.1**

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, William J. Sibold, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Madrigal Pharmaceuticals, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ William J. Sibold

William J. Sibold
President and Chief Executive Officer
(Principal Executive Officer)
Date: August 5, 2025

**Exhibit 31.2**

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Mardi C. Dier, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Madrigal Pharmaceuticals, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Mardi C. Dier

Mardi C. Dier
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)
Date: August 5, 2025

**Exhibit 32.1**

**CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350)), each of the undersigned officers of Madrigal Pharmaceuticals, Inc., a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 5, 2025

/s/ William J. Sibold
William J. Sibold
President and Chief Executive Officer
(Principal Executive Officer)

Dated: August 5, 2025

/s/ Mardi C. Dier
Mardi C. Dier
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

These certifications accompany the Form 10-Q, are not deemed filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.