

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

**FORM 10-Q**

(Mark One)

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

For the quarterly period ended September 30, 2020

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: 001-39311

**CEREVEL THERAPEUTICS HOLDINGS, INC.**

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)  
131 Dartmouth Street, Suite 502  
Boston, MA  
(Address of principal executive offices)

98-1533670  
(I.R.S. Employer  
Identification No.)

02116  
(Zip Code)

(844) 304-2048  
(Registrant's telephone number, including area code)

ARYA Sciences Acquisition Corp II  
51 Astor Place, 10th Floor  
New York, NY 10003  
(Former name or former address, 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	CERE	The Nasdaq Capital Market
Warrants to purchase one share of common stock at an exercise price of \$11.50	CEREW	The Nasdaq Capital Market

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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

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

As of November 10, 2020, the registrant had 127,123,954 shares of common stock, par value \$0.0001 per share, outstanding.

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**PART I. FINANCIAL INFORMATION****Item 1. Financial Statements (Unaudited)****CEREVEL THERAPEUTICS HOLDINGS, INC.  
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEET  
SEPTEMBER 30, 2020****Assets:**

## Current assets:

Cash	\$ 609,410
Prepaid expenses	339,792
<b>Total current assets</b>	<b>949,202</b>
Marketable securities held in Trust Account	149,570,559
<b>Total assets</b>	<b>\$ 150,519,761</b>

**Liabilities and Shareholders' Equity:**

## Current liabilities:

Accrued expenses	\$ 2,545,170
Accounts payable	151,792
<b>Total current liabilities</b>	<b>2,696,962</b>
Deferred underwriting commissions	5,232,500
<b>Total liabilities</b>	<b>7,929,462</b>

**Commitments and Contingencies**

Class A ordinary shares, \$0.0001 par value; 13,759,029 shares subject to possible redemption at \$10.00 per share	137,590,290
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**Shareholders' Equity:**

Preference shares, \$0.0001 par value; 1,000,000 shares authorized; none issued and outstanding	-
Class A ordinary shares, \$0.0001 par value; 479,000,000 shares authorized; 1,689,971 shares issued and outstanding (excluding 13,759,029 shares subject to possible redemption)	169
Class B ordinary shares, \$0.0001 par value; 20,000,000 shares authorized; 3,737,500 shares issued and outstanding	374
Additional paid-in capital	8,123,646
Accumulated deficit	(3,124,180)
<b>Total shareholders' equity</b>	<b>5,000,009</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$ 150,519,761</b>

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

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**

	<b>For the three months ended September 30, 2020</b>	<b>For the period from February 20, 2020 (inception) through September 30, 2020</b>
<b>Operating expenses:</b>		
General and administrative expenses	\$ 2,974,634	\$ 3,194,739
Loss from operations	(2,974,634)	(3,194,739)
<b>Other expenses:</b>		
Gain on marketable securities, dividends and interest held in Trust Account	83,972	70,559
Total other expenses	83,972	70,559
<b>Net loss</b>	<b>\$ (2,890,662)</b>	<b>\$ (3,124,180)</b>
<b>Weighted average shares outstanding of Class A ordinary shares</b>	<b>15,449,000</b>	<b>15,449,000</b>
<b>Basic and diluted net income per share, Class A</b>	<b>\$ 0.01</b>	<b>\$ -</b>
<b>Weighted average shares outstanding of Class B ordinary shares</b>	<b>3,737,500</b>	<b>3,737,500</b>
<b>Basic and diluted net loss per share, Class B</b>	<b>\$ (0.80)</b>	<b>\$ (0.85)</b>

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

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY**

	For the period from February 20, 2020 (inception) through September 30, 2020						
	Ordinary Shares				Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Equity (Deficit)
	Class A		Class B				
	Shares	Amount	Shares	Amount			
<b>Balance - February 20, 2020 (inception)</b>	-	\$ -	-	\$ -	-	\$ -	\$ -
Issuance of Class B ordinary shares to Sponsor	-	-	3,737,500	374	24,626	-	25,000
Net loss	-	-	-	-	-	(34,738)	(34,738)
<b>Balance - March 31, 2020 (unaudited)</b>	-	\$ -	3,737,500	\$ 374	\$ 24,626	\$ (34,738)	\$ (9,738)
Sale of units in initial public offering, gross	14,950,000	1,495	-	-	149,498,505	-	149,500,000
Offering costs	-	-	-	-	(8,800,521)	-	(8,800,521)
Sale of private placement units to Sponsor in private placement	499,000	50	-	-	4,989,950	-	4,990,000
Shares subject to possible redemption	(14,048,096)	(1,405)	-	-	(140,479,555)	-	(140,480,960)
Net loss	-	-	-	-	-	(198,780)	(198,780)
<b>Balance - June 30, 2020 (unaudited)</b>	<b>1,400,904</b>	<b>\$ 140</b>	<b>3,737,500</b>	<b>\$ 374</b>	<b>\$ 5,233,005</b>	<b>\$ (233,518)</b>	<b>\$ 5,000,001</b>
Shares subject to possible redemption	289,067	29	-	-	2,890,641	-	2,890,670
Net loss	-	-	-	-	-	(2,890,662)	(2,890,662)
<b>Balance - September 30, 2020 (unaudited)</b>	<b>1,689,971</b>	<b>\$ 169</b>	<b>3,737,500</b>	<b>\$ 374</b>	<b>\$ 8,123,646</b>	<b>\$ (3,124,180)</b>	<b>\$ 5,000,009</b>

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

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS**

**For the period from  
February 20, 2020 (inception)  
through September 30, 2020**

**Cash Flows from Operating Activities:**

Net loss	\$ (3,124,180)
Adjustments to reconcile net loss to net cash used in operating activities:	
Gain on marketable securities, dividends and interest held in Trust Account	(70,559)
Changes in operating assets and liabilities:	
Prepaid expenses	(339,792)
Accrued expenses	2,545,170
Accounts payable	151,792
<b>Net cash used in operating activities</b>	<b>(837,569)</b>

**Cash Flows from Investing Activities:**

Cash deposited in Trust Account	(149,500,000)
<b>Net cash used in investing activities</b>	<b>(149,500,000)</b>

**Cash Flows from Financing Activities:**

Proceeds from note payable to related party	250,000
Repayment of note payable to related party	(250,000)
Proceeds received from initial public offering, gross	149,500,000
Proceeds received from private placement	4,990,000
Offering costs paid	(3,543,021)
<b>Net cash provided by financing activities</b>	<b>150,946,979</b>

<b>Net change in cash</b>	<b>609,410</b>
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Cash - beginning of the period	-
<b>Cash - end of the period</b>	<b>\$ 609,410</b>

**Supplemental disclosure of noncash investing and financing activities:**

Offering costs paid by Sponsor in exchange for issuance of Class B ordinary shares	\$ 25,000
Deferred underwriting commissions	\$ 5,232,500
Value of Class A ordinary shares subject to possible redemption	\$ 137,590,290

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

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**Note 1-Description of Organization and Business Operations**

ARYA Sciences Acquisition Corp II (including its consolidated subsidiary Cassidy Merger Sub 1, a Delaware company formed in July 2020, the “Company” or “ARYA”) was incorporated as a Cayman Islands exempted company on February 20, 2020. The Company was formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. The Company is an emerging growth company and, as such, the Company is subject to all of the risks associated with emerging growth companies.

On October 27, 2020 (the “Closing Date”), the Company consummated its previously announced business combination (the “Business Combination”) pursuant to the terms of the Business Combination Agreement, dated as of July 29, 2020 (as amended on October 2, 2020 by Amendment No. 1 to Business Combination Agreement, and as may be further amended, supplemented or otherwise modified from time to time, the “Business Combination Agreement”), by and among the Company, Cassidy Merger Sub 1, Inc., a Delaware corporation (“Cassidy Merger Sub”) and Cerevel Therapeutics, Inc., a Delaware corporation (together with its consolidated subsidiaries, “Old Cerevel”). Pursuant to the Business Combination Agreement, on the Closing Date, (i) the Company changed its jurisdiction of incorporation by deregistering as a Cayman Islands exempted company and continuing and domesticating as a corporation incorporated under the laws of the State of Delaware (the “Domestication”), upon which the Company changed its name to “Cerevel Therapeutics Holdings, Inc.” and (ii) Cassidy Merger Sub merged with and into Old Cerevel (the “Merger”), with Old Cerevel as the surviving company in the Merger and, after giving effect to such Merger, Old Cerevel becoming a wholly-owned subsidiary of the Company. See “—Business Combination” below.

As of September 30, 2020, the Company had not commenced any operations. All activity for the period from February 20, 2020 (inception) through September 30, 2020 relates to the Company’s formation, the initial public offering (the “Initial Public Offering”), which is described below, and identifying a target company for a business combination. The Company will not generate any operating revenues until after the completion of its initial business combination, at the earliest. The Company generated non-operating income in the form of interest income on cash and cash equivalents from the proceeds derived from the Initial Public Offering. The Company has selected December 31 as its fiscal year end.

The Company’s sponsor was ARYA Sciences Holdings II, a Cayman Islands exempted limited company (the “Sponsor”). The registration statement for the Company’s Initial Public Offering was declared effective on June 4, 2020. On June 9, 2020, the Company consummated its Initial Public Offering of 14,950,000 units (the “Units” and, with respect to the Class A ordinary shares included in the Units being offered, the “Public Shares”), including 1,950,000 additional Units to cover over-allotments (the “Over-Allotment Units”), at \$10.00 per Unit, generating gross proceeds of \$149.5 million, and incurring offering costs of approximately \$8.8 million, inclusive of approximately \$5.2 million in deferred underwriting commissions (Note 5).

Simultaneously with the closing of the Initial Public Offering, the Company consummated the private placement (“Private Placement”) of 499,000 units (each, a “Private Placement Unit” and collectively, the “Private Placement Units”) at a price of \$10.00 per Private Placement Unit in a private placement to the Sponsor, generating gross proceeds of approximately \$5.0 million (Note 4).

Upon the closing of the Initial Public Offering and the Private Placement, \$149.5 million (\$10.00 per Unit) of the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement were placed in a trust account (the “Trust Account”) and was invested only in U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less or in money market fund meeting the conditions of paragraphs (d) (1), (d)(2), (d)(3) and (d)(4) of Rule 2a-7 of the Investment Company Act, as determined by the Company, until the earlier of: (i) the completion of a business combination and (ii) the distribution of the Trust Account as described below.

The Company’s management had broad discretion with respect to the specific application of the net proceeds of the Initial Public Offering and the sale of Private Placement Units, although substantially all of the net proceeds were intended to be applied generally toward consummating a business combination. The Company was required to complete one or more initial business combinations having an aggregate fair market value of at least 80% of the net assets held in the Trust Account (as defined below) (excluding the amount of deferred underwriting commissions and taxes payable on the interest earned on the Trust Account) at the time of the signing of the agreement to enter into the initial business combination. However, the Company would only complete a business combination if the post-transaction company owns or acquires 50% or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target sufficient for it not to be required to register as an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”).



**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

The Company would provide the holders (the “Public Shareholders”) of its Class A ordinary shares, par value \$0.0001, sold in the Initial Public Offering (the “Public Shares”), with the opportunity to redeem all or a portion of their Public Shares upon the completion of a business combination either (i) in connection with a shareholder meeting called to approve the business combination or (ii) by means of a tender offer. The decision as to whether the Company would seek shareholder approval of a business combination or conduct a tender offer would be made by the Company, solely in its discretion. The Public Shareholders would be entitled to redeem their Public Shares for a pro rata portion of the amount then in the Trust Account (initially anticipated to be \$10.00 per Public Share, plus any pro rata interest earned on the funds held in the Trust Account and not previously released to the Company to pay income taxes). The per-share amount to be distributed to Public Shareholders who redeem their Public Shares would not be reduced by the deferred underwriting commissions the Company will pay to the underwriters (as discussed in Note 5). These Public Shares would be classified as temporary equity upon the completion of the Initial Public Offering in accordance with the Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification (“ASC”) Topic 480 “Distinguishing Liabilities from Equity.” In such case, the Company would proceed with a business combination if the Company has net tangible assets of at least \$5,000,001 upon such consummation of a business combination and, only if a majority of the ordinary shares, represented in person or by proxy and entitled to vote thereon, voted at a shareholder meeting are voted in favor of the business combination. If a shareholder vote is not required by law and the Company does not decide to hold a shareholder vote for business or other reasons, the Company would, pursuant to the amended and restated memorandum and articles of association which the Company adopted upon the consummation of the Initial Public Offering (the “Amended and Restated Memorandum and Articles of Association”), conduct the redemptions pursuant to the tender offer rules of the U.S. Securities and Exchange Commission (“SEC”) and file tender offer documents with the SEC prior to completing a business combination. If, however, shareholder approval of the transactions is required by law, or the Company decides to obtain shareholder approval for business or other reasons, the Company would offer to redeem shares in conjunction with a proxy solicitation pursuant to the proxy rules and not pursuant to the tender offer rules. Additionally, each Public Shareholder may elect to redeem their Public Shares irrespective of whether they vote for or against the proposed transaction or vote at all. If the Company seeks shareholder approval in connection with a business combination, the initial shareholders (as defined below) have agreed to vote their Founder Shares (as defined below in Note 4) and any Public Shares purchased during or after the Initial Public Offering in favor of a business combination. Subsequent to the consummation of the Initial Public Offering, the Company adopted an insider trading policy which will require insiders to: (i) refrain from purchasing shares during certain blackout periods and when they are in possession of any material non-public information and (ii) to clear all trades with the Company’s legal counsel prior to execution. In addition, the initial shareholders have agreed to waive their redemption rights with respect to their Founder Shares, private placement shares (the “Private Placement Shares”) underlying the Private Placement Units and Public Shares in connection with the completion of a business combination.

Notwithstanding the foregoing, if the Company seeks shareholder approval of its business combination and does not conduct redemptions in connection with its business combination pursuant to the tender offer rules, the Amended and Restated Memorandum and Articles of Association would provide that a Public Shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a “group” (as defined under Section 13 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), would be restricted from redeeming its shares with respect to more than an aggregate of 15% of the Class A ordinary shares sold in the Initial Public Offering, without the prior consent of the Company.

The Company’s Sponsor, officers and directors (the “initial shareholders”) have agreed not to propose an amendment to the Amended and Restated Memorandum and Articles of Association (a) that would modify the substance or timing of the Company’s obligation to provide holders of its Public Shares the right to have their shares redeemed in connection with a business combination or to redeem 100% of the Company’s Public Shares if the Company does not complete its business combination within 24 months from the closing of the Initial Public Offering, or June 9, 2022 (the “Combination Period”) or with respect to any other provision relating to the rights of Public Shareholders, unless the Company provides the Public Shareholders with the opportunity to redeem their Class A ordinary shares in conjunction with any such amendment.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

The initial shareholders have agreed to waive their liquidation rights with respect to the Founder Shares and Private Placement Shares held by them if the Company fails to complete a business combination within the Combination Period. However, if the initial shareholders acquire Public Shares in or after the Initial Public Offering, they would be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete a business combination within the Combination Period. The underwriters have agreed to waive their rights to their deferred underwriting commission (see Note 5) held in the Trust Account in the event the Company does not complete a business combination within the Combination Period and, in such event, such amounts will be included with the other funds held in the Trust Account that will be available to fund the redemption of the Public Shares. In the event of such distribution, it is possible that the per share value of the assets remaining available for distribution (including Trust Account assets) will be only \$10.00 per share initially held in the Trust Account. In order to protect the amounts held in the Trust Account, the Sponsor has agreed to be liable to the Company if and to the extent any claims by a third party for services rendered or products sold to the Company, or a prospective target business with which the Company has discussed entering into a transaction agreement, reduce the amount of funds in the Trust Account to below the lesser of (i) \$10.00 per Public Share and (ii) the actual amount per Public Share held in the Trust Account as of the date of the liquidation of the Trust Account if less than \$10.00 per Public Share due to reductions in the value of the trust assets. This liability will not apply with respect to any claims by a third party who executed a waiver of any right, title, interest or claim of any kind in or to any monies held in the Trust Account or to any claims under the Company's indemnity of the underwriters of the Initial Public Offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"). Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor would not be responsible to the extent of any liability for such third party claims. The Company would seek to reduce the possibility that the Sponsor will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers (excluding the Company's independent registered public accounting firm), prospective target businesses or other entities with which the Company does business, execute agreements with the Company waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

***Business Combination***

On July 29, 2020, the Company entered into the Business Combination Agreement. On October 27, 2020, the Company consummated the previously announced Business Combination pursuant to the terms of the Business Combination Agreement. See the Current Report on Form 8-K filed by the Company with the SEC on November 2, 2020 for more details.

In accordance with the terms and subject to the conditions of the Business Combination Agreement, (i) outstanding shares and vested equity awards of Cerevel were exchanged for shares of ARYA Common Stock or comparable equity awards that are settled or are exercisable for shares of ARYA Common Stock, as applicable, based on an implied Cerevel equity value of \$780,000,000, and (ii) all unvested equity awards of Cerevel were exchanged for comparable equity awards that are settled or exercisable for shares of ARYA Common Stock, determined based on the same implied Cerevel equity value as described in clause (i).

***PIPE Financing (Private Placement)***

Concurrently with the execution of the Business Combination Agreement, the Company entered into subscription agreements (the "Subscription Agreements") with certain investors, including, among others, Perceptive Life Sciences Master Fund Ltd, a fund managed by Perceptive Advisors, an affiliate of the Sponsor, as well as certain equity holders of Cerevel, including the Pfizer Shareholder and the Bain Shareholder (collectively, the "PIPE Investors"). Pursuant to the Subscription Agreements, each PIPE Investor subscribed for and purchased, and the Company issued and sold to such investors, on the Closing Date, immediately following the Closing (as defined in the Business Combination Agreement), an aggregate of 32,000,000 shares of ARYA Common Stock for a purchase price of \$10.00 per share, for aggregate gross proceeds of \$320,000,000 (the "PIPE Financing").

Pursuant to the Subscription Agreement entered into with the Bain Shareholder (the "Bain Subscription Agreement"), the Bain Shareholder may, subject to the cap specified therein, pre-fund a portion of its subscription amount by purchasing equity securities of Cerevel prior to Closing, the proceeds of which will be used to fund Cerevel's ongoing operations prior to completion of the Business Combination. The Bain Shareholder pre-funded \$25,000,000 of its \$100,000,000 subscription amount.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

The closing of the PIPE Financing was contingent upon, among other things, the substantially concurrent consummation of the Business Combination. The Subscription Agreements, including the Bain Subscription Agreement, provide that the Company will grant the investors in the PIPE Financing certain customary registration rights.

*Cerevel Transaction Support Agreements*

Within one business day of the signing of the Business Combination Agreement, each of the Pfizer Shareholder, the Bain Shareholder and the other shareholders of Cerevel (collectively, the “Cerevel Shareholders”) entered into a Transaction Support Agreement (collectively, the “Transaction Support Agreements”) with the Company, pursuant to which the Cerevel Shareholders have agreed to, among other things, (i) vote in favor of the Business Combination Agreement and the transactions contemplated thereby, (ii) irrevocably appoint the Company or any individual designated by the Company as such Cerevel Shareholder’s agent, attorney-in-fact and proxy to attend on behalf of such Cerevel Shareholder any meeting of the Cerevel Shareholders with respect to the Business Combination and (iii) be bound by certain other covenants and agreements related to the Business Combination.

*ARYA Shareholder Support Agreements*

Concurrently with the execution of the Subscription Agreements, Cerevel and certain holders of the Company’s Class A ordinary shares participating in the PIPE Financing entered into shareholder support agreements (the “Shareholder Support Agreements”) pursuant to which each such holder agreed (i) to vote at any meeting of the shareholders of the Company all of its ordinary shares held of record or thereafter acquired in favor of the Business Combination and the other Transaction Proposals (as defined in the Business Combination Agreement), (ii) not to redeem any such securities in connection with the Business Combination, and (iii) to be bound by certain transfer restrictions with respect to such securities, unless (and only for the duration) that the trading price of the Company’s Class A ordinary shares on the Nasdaq Capital Market exceeds \$15.00 per share.

*Investor Rights Agreement*

At the closing of the Business Combination, the Company, the Perceptive Shareholders, the Bain Shareholder, the Pfizer Shareholder and certain other individuals entered into an investor rights agreement (the “Investor Rights Agreement”) pursuant to which, among other things, (i) the Perceptive Shareholders, the Bain Shareholder and the Pfizer Shareholder agreed not to effect any sale or distribution of the Company’s equity securities during the lock-up period described therein, will be granted certain customary registration rights and will be granted certain preemptive rights and (ii) the Bain Shareholder and the Pfizer Shareholder agreed to cast their votes such that the board of directors of the Company, after the closing of the Business Combination, is constituted as set forth therein.

***Liquidity***

As of September 30, 2020, the Company had approximately \$609,000 in its operating bank account and negative working capital of approximately \$1.7 million.

Prior to the consummation of the Business Combination, the Company’s liquidity needs have been satisfied through a contribution of \$25,000 from the Sponsor to cover for certain offering costs in exchange for the issuance of the Founder Shares, the loan proceeds of \$250,000 from the Sponsor pursuant to the Note (see Note 4), and the proceeds from the consummation of the Private Placement not held in the Trust Account. The Company fully repaid the Note on June 8, 2020. In addition, in order to finance transaction costs in connection with a business combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company’s officers and directors may, but are not obligated to, provide the Company Working Capital Loans (see Note 4). As of September 30, 2020, there were no amounts outstanding under any Working Capital Loan.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

Based on the foregoing, the Company had sufficient working capital and borrowing capacity from the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors to meet its needs through the consummation of the Business Combination. Over this time period, the Company used these funds for paying existing accounts payable, identifying and evaluating prospective initial business combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination.

Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position and/or results of its operations, the specific impact is not readily determinable as of the date of the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**Note 2-Summary of Significant Accounting Policies**

***Basis of Presentation***

The accompanying unaudited condensed consolidated financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("GAAP") for financial information and pursuant to the rules and regulations of the SEC. Accordingly, they do not include all of the information and footnotes required by GAAP. In the opinion of management, the unaudited condensed consolidated financial statements reflect all adjustments, which include only normal recurring adjustments necessary for the fair statement of the balances and results for the periods presented. Operating results for the period for the three months ended September 30, 2020 and for the period from February 20, 2020 (inception) through September 30, 2020 are not necessarily indicative of the results that may be expected through December 31, 2020.

The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Current Report on Form 8-K and the final prospectus filed by the Company with the SEC on June 15, 2020 and June 8, 2020, respectively.

***Emerging Growth Company***

Section 102(b)(1) of the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such an election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard.

This may make comparison of the Company's financial statements with another public company that is neither an emerging growth company nor an emerging growth company that has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

***Use of Estimates***

The preparation of the unaudited condensed consolidated financial statements in conformity with GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements and the reported amounts of expenses during the reporting periods.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

***Principles of Consolidation***

The unaudited condensed financial statements include the accounts of the Company and its wholly owned subsidiary. All significant inter-company transactions and balances have been eliminated in consolidation.

***Offering Costs Associated with the Initial Public Offering***

Offering costs consist of legal, accounting, underwriting fees and other costs incurred that were directly related to the Initial Public Offering and that were charged to shareholders' equity upon the completion of the Initial Public Offering.

***Concentration of Credit Risk***

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash accounts in a financial institution, which, at times, may exceed the Federal Depository Insurance Coverage of \$250,000, and marketable securities held in Trust Account. The Company has not experienced losses on these accounts and management believes, based upon the quality of the financial institutions, that the credit risk with regard to these deposits is not significant. The Company's marketable securities held in Trust Account consists entirely of U.S. government securities with an original maturity of 185 days or less.

***Cash and Cash Equivalents***

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had no cash equivalents as of September 30, 2020.

***Marketable Securities Held in Trust Account***

The Company's portfolio of marketable securities is comprised solely of U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less, classified as trading securities. Trading securities are presented on the unaudited condensed consolidated balance sheet at fair value at the end of each reporting period. Gains and losses resulting from the change in fair value of these securities is included in gain on marketable securities (net), dividends and interest, held in Trust Account in the accompanying unaudited condensed consolidated statements of operations. The estimated fair values of marketable securities held in Trust Account are determined using available market information.

***Financial Instruments***

The fair value of the Company's assets and liabilities, which qualify as financial instruments under the FASB ASC 820, "Fair Value Measurements and Disclosures," approximates the carrying amounts represented in the unaudited condensed consolidated balance sheet.

***Fair Value Measurements***

Fair value is defined as the price that would be received for sale of an asset or paid for transfer of a liability, in an orderly transaction between market participants at the measurement date. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices (unadjusted) for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.



**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

In some circumstances, the inputs used to measure fair value might be categorized within different levels of the fair value hierarchy. In those instances, the fair value measurement is categorized in its entirety in the fair value hierarchy based on the lowest level input that is significant to the fair value measurement.

As of September 30, 2020, the carrying values of cash, accounts payable and accrued expenses approximate their fair values due to the short-term nature of the instruments. The Company's marketable securities held in Trust Account is comprised of investments in U.S. Treasury securities with an original maturity of 185 days or less and are recognized at fair value. The fair value of marketable securities held in Trust Account is determined using quoted prices in active markets.

***Class A Ordinary Shares Subject to Possible Redemption***

The Company accounts for its Class A ordinary shares subject to possible redemption in accordance with the guidance in ASC Topic 480 "Distinguishing Liabilities from Equity." Class A ordinary shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Conditionally redeemable Class A ordinary shares (including Class A ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) are classified as temporary equity. At all other times, Class A ordinary shares are classified as shareholders' equity. The Company's Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company's control and subject to the occurrence of uncertain future events. Accordingly, at September 30, 2020, 13,759,029 Class A ordinary shares subject to possible redemption are presented as temporary equity, outside of the shareholders' equity section of the Company's unaudited condensed consolidated balance sheet.

***Net Income (Loss) Per Ordinary Shares***

Net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of ordinary shares outstanding during the periods. The Company has not considered the effect of the warrants underlying the Units sold in the Initial Public Offering (including the consummation of the Over-allotment) and private placement warrants underlying the Private Placement Units to purchase an aggregate of 5,149,666 Class A ordinary shares in the calculation of diluted income per share, because their inclusion would be anti-dilutive under the treasury stock method.

The Company's unaudited condensed consolidated statements of operations include a presentation of income per share for Class A ordinary shares subject to redemption in a manner similar to the two-class method of income per share. Net income per share, basic and diluted for Class A ordinary shares for three months ended September 30, 2020 and for the period from February 20, 2020 (inception) through September 30, 2020 are calculated by dividing the gain on marketable securities, dividends and interest held in Trust Account of approximately \$84,000 and \$71,000, respectively, by the weighted average number of Class A ordinary shares outstanding for the periods.

Net loss per share, basic and diluted for Class B ordinary shares for the three months ended September 30, 2020 and for the period from February 20, 2020 (inception) through September 30, 2020 are calculated by dividing the net loss of approximately \$2.9 million and \$3.1 million, less the net gain attributable to Class A ordinary shares of approximately \$84,000 and approximately \$71,000, resulting in a net loss of approximately \$3.0 million and approximately \$3.2 million, respectively, by the weighted average number of Class B ordinary shares outstanding for the periods.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

***Income Taxes***

FASB ASC 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company's management determined that the Cayman Islands is the Company's only major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. As of September 30, 2020, there were no unrecognized tax benefits and no amounts were accrued for the payment of interest and penalties. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

There is currently no taxation imposed on income by the Government of the Cayman Islands. In accordance with Cayman income tax regulations, income taxes are not levied on the Company. Consequently, income taxes are not reflected in the Company's financial statements. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

***Recent Accounting Pronouncements***

Management does not believe that any recently issued, but not yet effective, accounting standards if currently adopted would have a material effect on the accompanying unaudited condensed consolidated financial statements.

**Note 3-Initial Public Offering**

On June 9, 2020, the Company consummated its Initial Public Offering of 14,950,000 Units at a price of \$10.00 per Unit, including 1,950,000 additional Units to cover the Over-Allotment Units, at \$10.00 per Unit, generating gross proceeds of \$149.5 million, and incurring offering costs of approximately \$8.8 million, inclusive of approximately \$5.2 million in deferred underwriting commissions.

Each Unit consists of one Class A ordinary share, and one-third of one redeemable warrant (each, a "Public Warrant"). Each Public Warrant entitles the holder to purchase one Class A ordinary share at a price of \$11.50 per share, subject to adjustment (see Note 6).

**Note 4-Related Party Transactions*****Founder Shares***

On March 2, 2020, the Sponsor paid \$25,000 to cover certain offering costs of the Company in consideration of 3,593,750 Class B ordinary shares, par value \$0.0001, (the "Founder Shares"). On June 4, 2020, the Company effected share capitalization resulting in the initial shareholders holding 3,737,500 Founder Shares. All shares and the associated amounts have been retroactively restated to reflect the share capitalization. The Sponsor had agreed to forfeit up to 487,500 Founder Shares to the extent that the over-allotment option is not exercised in full by the underwriters. The forfeiture would be adjusted to the extent that the over-allotment option is not exercised in full by the underwriters so that the Founder Shares will represent 20.0% of the Company's issued and outstanding ordinary shares (excluding the Private Placement Shares and assuming the initial shareholders do not purchase any units in the Initial Public Offering) after the Initial Public Offering. On June 9, 2020, the underwriters exercised their over-allotment option; thus, these Founder Shares were no longer subject to forfeiture.

The initial shareholders agreed, subject to limited exceptions, not to transfer, assign or sell any of their Founder Shares until the earlier to occur of: (A) one year after the completion of the initial business combination and (B) subsequent to the initial business combination, (x) if the closing price of the Company's Class A ordinary shares equals or exceeds \$12.00 per share (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial business combination, or (y) the date on which the Company completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of the Public Shareholders having the right to exchange their ordinary shares for cash, securities or other property.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

***Private Placement Units***

Simultaneously with the closing of the Initial Public Offering, the Sponsor purchased an aggregate of 499,000 Private Placement Units at a price of \$10.00 per Private Placement Unit in a private placement, generating gross proceeds of approximately \$5.0 million.

The Private Placement Units (including the Private Placement Shares, the Private Placement Warrants (as defined below) and Class A ordinary shares issuable upon exercise of such warrants) will not be transferable or salable until 30 days after the completion of the initial business combination.

Each whole private placement warrant underlying the Private Placement Units (the “Private Placement Warrants”) is exercisable for one whole Class A ordinary share at a price of \$11.50 per share. The proceeds from the Private Placement Units were added to the proceeds from the Initial Public Offering held in the Trust Account. If the Company does not complete a business combination within the Combination Period, the Private Placement Units and the underlying securities will expire worthless. The Private Placement Warrants will be non-redeemable (except as described in Note 6 below under “Redemption of warrants for Class A ordinary shares when the price per Class A ordinary share equals or exceeds \$10.00”) and exercisable on a cashless basis so long as they are held by the Sponsor or its permitted transferees.

The Sponsor and the Company’s officers and directors agreed, subject to limited exceptions, not to transfer, assign or sell any of their Private Placement Units until 30 days after the completion of the initial business combination.

***Related Party Loans***

On March 2, 2020, the Sponsor agreed to loan the Company an aggregate of up to \$300,000 to cover for expenses related to the Initial Public Offering pursuant to a promissory note (the “Note”). This loan was non-interest bearing and payable upon the completion of the Initial Public Offering. The Company borrowed \$250,000 under the Note, and fully repaid this amount on June 8, 2020.

In addition, in order to finance transaction costs in connection with a business combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company’s officers and directors may, but are not obligated to, loan the Company funds as may be required (“Working Capital Loans”). If the Company completes a business combination, the Company may repay the Working Capital Loans out of the proceeds of the Trust Account released to the Company. Otherwise, the Working Capital Loans may be repaid only out of funds held outside the Trust Account. In the event that a business combination does not close, the Company may use a portion of the proceeds held outside the Trust Account to repay the Working Capital Loans but no proceeds held in the Trust Account would be used to repay the Working Capital Loans. Except for the foregoing, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. The Working Capital Loans would either be repaid upon consummation of a business combination, without interest, or, at the lender’s discretion, up to \$1.5 million of such Working Capital Loans may be convertible into warrants of the post business combination entity at a price of \$1.50 per warrant. The warrants would be identical to the Private Placement Warrants. To date, the Company had no outstanding borrowings under the Working Capital Loans.

***Administrative Support Agreement***

Commencing on the effective date of the registration statement on Form S-1 related to the Initial Public Offering through the earlier of consummation of the initial business combination and the Company’s liquidation, the Company reimburses the Sponsor for office space, secretarial and administrative services provided to the Company in the amount of \$10,000 per month. The Company incurred approximately \$30,000 and \$39,000 in general and administrative expenses in the accompanying unaudited condensed consolidated statements of operations for the three months ended September 30, 2020 and for the period from February 20, 2020 (inception) through September 30, 2020, respectively. As of October 27, 2020, the Company completed the Business Combination and at that time ceased paying administrative support fees.



**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

***Forward Purchase Arrangement***

The Sponsor has indicated an interest to purchase up to an aggregate of \$25.0 million of the Company's ordinary shares in a private placement that would occur concurrently with the consummation of the initial business combination. However, because indications of interest are not binding agreements or commitments to purchase, the Sponsor may determine not to purchase any such shares, or to purchase fewer shares than it has indicated an interest in purchasing. Furthermore, the Company is not under any obligation to sell any such shares. In October 2020, in connection with the Business Combination, the Sponsor did not purchase any additional shares in a private placement that would occur concurrently with the consummation of the Business Combination.

**Note 5-Commitments and Contingencies**

***Registration Rights***

The holders of Founder Shares, Private Placement Units, Private Placement Shares, Private Placement Warrants, Class A ordinary shares underlying the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans), will be entitled to registration rights pursuant to a registration and shareholder rights agreement. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company registers such securities. In addition, the holders have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the Company's completion of its business combination. However, the registration and shareholder rights agreement provides that the Company will not permit any registration statement filed under the Securities Act to become effective until termination of the applicable lock-up period, which occurs (i) in the case of the Founder Shares, in accordance with the letter agreement the Company's initial shareholders entered into and (ii) in the case of the Private Placement Warrants and the respective Class A ordinary shares underlying such warrants, 30 days after the completion of the Company's business combination. The Company will bear the expenses incurred in connection with the filing of any such registration statements.

***Underwriting Agreement***

The Company granted the underwriters a 45-day option from the final prospectus relating to the Initial Public Offering to purchase up to 1,950,000 additional Units to cover over-allotments, if any, at the Initial Public Offering price less the underwriting discounts and commissions. On June 9, 2020, the underwriters fully exercised their over-allotment option.

The underwriters were entitled to an underwriting discount of \$0.20 per Unit, or approximately \$3.0 million in the aggregate, paid upon the closing of the Initial Public Offering. In addition, \$0.35 per unit, or approximately \$5.2 million in the aggregate, was payable to the underwriters for deferred underwriting commissions. The deferred fee was payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a business combination, subject to the terms of the underwriting agreement. On October 27, 2020, in connection with the consummation of the Business Combination, the Company paid the full \$5.2 million of the deferred underwriting commissions.

**Note 6-Shareholders' Equity**

***Class A Ordinary Shares-*** The Company was authorized to issue 479,000,000 Class A ordinary shares with a par value of \$0.0001 per share. As of September 30, 2020, there were 15,449,000 Class A ordinary shares issued or outstanding, including 13,759,029 Class A ordinary shares subject to possible redemption.

***Class B Ordinary Shares-*** The Company was authorized to issue 20,000,000 Class B ordinary shares with a par value of \$0.0001 per share. On June 4, 2020, the Company effected share capitalization resulting in the initial shareholders holding 3,737,500 Founder Shares, of which up to 487,500 shares were subject to forfeiture to the extent that the underwriters' over-allotment option is not exercised in full or in part, so that the initial shareholders will collectively own approximately 20% of the Company's issued and outstanding ordinary shares (excluding the Private Placement Shares and assuming the initial shareholders do not purchase any units in the Initial Public Offering) (See Note 4). On June 9, 2020, the underwriters exercised their over-allotment option; thus, these Founder Shares were no longer subject to forfeiture. As of September 30, 2020, there were 3,737,500 Class B ordinary shares issued and outstanding.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

Holders of the Class A ordinary shares and holders of the Class B ordinary shares will vote together as a single class on all matters submitted to a vote of our shareholders, except as required by law or stock exchange rule; provided that only holders of the Class B ordinary shares have the right to vote on the election of the Company's directors prior to the initial business combination and holders of a majority of the Company's Class B ordinary shares may remove a member of the board of directors for any reason.

The Class B ordinary shares will automatically convert into Class A ordinary shares on the first business day following the consummation of the initial business combination at a ratio such that the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, on an as-converted basis, 20% of the sum of (i) the total number of ordinary shares issued and outstanding (excluding the Private Placement Shares) upon the consummation of the Initial Public Offering, plus (ii) the sum of the total number of Class A ordinary shares issued or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial business combination, excluding any Class A ordinary shares or equity-linked securities exercisable for or convertible into Class A ordinary shares issued, deemed issued, or to be issued, to any seller in the initial business combination and any Private Placement Warrants issued to the Sponsor, members of the Company's management team or any of their affiliates upon conversion of Working Capital Loans. In no event will the Class B ordinary shares convert into Class A ordinary shares at a rate of less than one-to-one.

**Preference Shares-** The Company was authorized to issue 1,000,000 preference shares with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors. As of September 30, 2020, there were no preference shares issued or outstanding.

**Warrants-** Public Warrants may only be exercised for a whole number of shares. The Public Warrants will become exercisable on the later of (a) 30 days after the completion of a business combination or (b) 12 months from the closing of the Initial Public Offering. The Company has agreed that as soon as practicable, but in no event later than 20 business days after the closing of the initial business combination, the Company will use its commercially reasonable efforts to file with the SEC a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants, and the Company will use its commercially reasonable efforts to cause the same to become effective within 60 business days after the closing of the initial business combination, and to maintain the effectiveness of such registration statement and a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed, as specified in the warrant agreement; provided that if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of Public Warrants who exercise their warrants to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and, in the event the Company so elect, the Company will not be required to file or maintain in effect a registration statement. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th day after the closing of the initial business combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption, but the Company will use its best efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available.

The Public Warrants will expire five years after the completion of a business combination or earlier upon redemption or liquidation.

The Private Placement Warrants and the Class A ordinary shares issuable upon exercise of the Private Placement Warrants will not be transferable, assignable or salable until 30 days after the completion of the initial business combination (except pursuant to limited exceptions to the Company's officers and directors and other persons or entities affiliated with the initial purchasers of the Private Placement Warrants) and they will not be redeemable by the Company (except as described below under "Redemption of warrants for Class A ordinary shares when the price per Class A ordinary share equals or exceeds \$10.00") so long as they are held by the Sponsor or its permitted transferees. The Sponsor, or its permitted transferees, has the option to exercise the Private Placement Warrants on a cashless basis. Except as described below, the Private Placement Warrants have terms and provisions that are identical to those of the Public Warrants. If the Private Placement Warrants are held by holders other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company and exercisable by the holders on the same basis as the Public Warrants.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

***Redemption of warrants for cash when the price per Class A ordinary share equals or exceeds \$18.00.*** Once the warrants become exercisable, the Company may redeem the Public Warrants for cash (except with respect to the Private Placement Warrants):

- in whole and not in part;
- at a price of \$0.01 per warrant;
- upon a minimum of 30 days' prior written notice of redemption; and
- if, and only if, the last reported sales price (the "closing price") of the Class A ordinary shares equals or exceeds \$18.00 per share (as adjusted for share splits, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders.

If and when the warrants become redeemable by the Company, the Company may exercise its redemption right even if it is unable to register or qualify the underlying securities for sale under all applicable state securities laws. If the Company calls the Public Warrants for redemption, as described above, management will have the option to require any holder that wishes to exercise the Public Warrants to do so on a "cashless basis," as described in the warrant agreement.

***Redemption of warrants for Class A ordinary shares when the price per Class A ordinary share equals or exceeds \$10.00.*** Commencing ninety days after the warrants become exercisable, the Company may redeem the outstanding Public Warrants:

- in whole and not in part;
- at \$0.10 per warrant upon a minimum of 30 days' prior written notice of redemption; *provided* that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of shares based on the redemption date and the "fair market value" of the Company's Class A ordinary shares;
- if, and only if, the last reported sale price (the "closing price") of the Company's Class A ordinary shares (a) equals or exceeds \$10.00 per Public Share and (b) is less than \$18.00 per Public Share (in each case, as adjusted for share subdivisions, share dividends, reorganizations, reclassifications, recapitalizations and the like) on the trading day before the Company sends the notice of redemption to the warrant holders;
- if, and only if, the Private Placement Warrants are also concurrently called for redemption on the same terms as the outstanding Public Warrants; and
- if, and only if, there is an effective registration statement covering the issuance of the Class A ordinary shares issuable upon exercise of the warrants and a current prospectus relating thereto available throughout the 30-day period after written notice of redemption is given, or an exemption from registration is available.

If the Company has not completed the initial business combination within the Combination Period and the Company liquidates the funds held in the Trust Account, holders of warrants will not receive any of such funds with respect to their warrants, nor will they receive any distribution from the Company's assets held outside of the Trust Account with the respect to such warrants. Accordingly, the warrants may expire worthless.

**Note 7-Fair Value Measurements**

The following table presents information about the Company's assets that are measured at fair value on a recurring basis as of September 30, 2020 and indicates the fair value hierarchy of the valuation techniques that the Company utilized to determine such fair value.

**CEREVEL THERAPEUTICS HOLDINGS, INC.**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**September 30, 2020**

<b>Description</b>	<b>Quoted Prices in Active Markets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Other Unobservable Inputs (Level 3)</b>
Marketable securities held in Trust Account	\$ 149,570,559	-	-

Transfers to/from Levels 1, 2, and 3 are recognized at the end of the reporting period. There were no transfers between levels of the hierarchy for the period from February 20, 2020 (inception) through September 30, 2020. Level 1 instruments include investments U.S. Treasury securities with an original maturity of 185 days or less.

On October 27, 2020, in connection with the Business Combination, the Company liquidated the Trust Account to fund the Business Combination and related expenses. (See Note 1).

**Note 8-Subsequent Events**

The Company evaluated subsequent events and transactions that occurred up to the date the unaudited condensed consolidated financial statements were available to be issued. Based upon this review, the Company determined that, except as disclosed in Notes 1, 4, 5 and 7, there have been no events that have occurred that would require adjustments to the disclosures in the unaudited condensed consolidated financial statements.

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

*The following discussion and analysis of financial condition and results of operations should be read in conjunction with ARYA Sciences Acquisition Corp II’s unaudited interim condensed consolidated financial statements and the notes thereto included elsewhere in this Quarterly Report on Form 10-Q. Certain information contained in the discussion and analysis set forth below includes forward-looking statements that involve risks and uncertainties.*

*Unless otherwise indicated or the context otherwise requires, references to “Cerevel,” “we,” “us,” “our” and other similar terms refer to ARYA Sciences Acquisition Corp II and its subsidiaries prior to the Business Combination and to Cerevel Therapeutics Holdings, Inc. and its consolidated subsidiaries after giving effect to the Business Combination.*

### Cautionary Note Regarding Forward-Looking Statements

*This Quarterly Report on Form 10-Q includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. Our forward-looking statements include, but are not limited to, statements regarding our or our management team’s expectations, hopes, beliefs, intentions or strategies regarding the future, including those relating to the Business Combination. Forward-looking statements include statements relating to our management team’s expectations, hopes, beliefs, intentions or strategies regarding the future, including those relating to the Business Combination. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intends,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “will,” “would” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.*

*These forward-looking statements are based on current expectations and beliefs concerning future developments and their potential effects. There can be no assurance that future developments affecting us will be those that we have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described under the heading “Risk Factors” in the definitive proxy statement/prospectus (the “[Proxy Statement/Prospectus](#)”) included in our Registration Statement on Form S-4 (File No. 333-242135), filed with the SEC on October 7, 2020. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. Some of these risks and uncertainties may in the future be amplified by the COVID-19 outbreak and there may be additional risks that we consider immaterial or which are unknown. It is not possible to predict or identify all such risks. We do not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. Any public statements or disclosures by us following this Quarterly Report on Form 10-Q that modify or impact any of the forward-looking statements contained in this Quarterly Report on Form 10-Q will be deemed to modify or supersede such statements in this Quarterly Report on Form 10-Q.*

### Overview

We were a blank check company incorporated as a Cayman Islands exempted company on February 20, 2020. We were formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. We are an emerging growth company and, as such, we are subject to all of the risks associated with emerging growth companies.

On October 27, 2020 (the “Closing Date”), we consummated our previously announced business combination (the “Business Combination”) pursuant to the terms of the Business Combination Agreement, dated as of July 29, 2020 (as amended on October 2, 2020 by Amendment No. 1 to Business Combination Agreement, and as may be further amended, supplemented or otherwise modified from time to time, the “Business Combination Agreement”), by and among us, Cassidy Merger Sub 1, Inc., a Delaware corporation (“Cassidy Merger Sub”) and Cerevel Therapeutics, Inc., a Delaware corporation (together with its consolidated subsidiaries, “Old Cerevel”). Pursuant to the Business Combination Agreement, on the Closing Date, (i) we changed our jurisdiction of incorporation by deregistering as a Cayman Islands exempted company and continuing and domesticating as a corporation incorporated under the laws of the State of Delaware (the “Domestication”), upon which we changed our name to “Cerevel Therapeutics Holdings, Inc.” and (ii) Cassidy Merger Sub merged with and into Old Cerevel (the “Merger”), with Old Cerevel as the surviving company in the Merger and, after giving effect to such Merger, Old Cerevel becoming a wholly-owned subsidiary of us. See “—Business Combination” below.



Our sponsor was ARYA Sciences Holdings II, a Cayman Islands exempted limited company (the “Sponsor”). The registration statement for our initial public offering (the “Initial Public Offering”) was declared effective on June 4, 2020. On June 9, 2020, we consummated our Initial Public Offering of 14,950,000 units (the “Units” and, with respect to the Class A ordinary shares included in the Units being offered, the “Public Shares”), including 1,950,000 additional Units to cover over-allotments (the “Over-Allotment Units”), at \$10.00 per Unit, generating gross proceeds of \$149.5 million, and incurring offering costs of approximately \$8.8 million, inclusive of approximately \$5.2 million in deferred underwriting commissions.

Simultaneously with the closing of the Initial Public Offering, we consummated the private placement (“Private Placement”) of 499,000 units (each, a “Private Placement Unit” and collectively, the “Private Placement Units”) at a price of \$10.00 per Private Placement Unit in a private placement to our Sponsor, generating gross proceeds of approximately \$5.0 million (See Note 4).

Upon the closing of the Initial Public Offering and the Private Placement, \$149.5 million (\$10.00 per Unit) of the net proceeds of the Initial Public Offering and certain of the proceeds of the Private Placement were placed in a trust account (the “Trust Account”) and was invested only in U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less or in money market fund meeting the conditions of paragraphs (d) (1), (d)(2), (d)(3) and (d)(4) of Rule 2a-7 of the Investment Company Act, as determined by us, until the earlier of: (i) the completion of a business combination and (ii) the distribution of the Trust Account as described below.

### **Business Combination**

On July 29, 2020, we entered into the Business Combination Agreement and on October 27, 2020, we consummated the Business Combination. In connection with the Business Combination, we also entered into the Subscription Agreements, Transaction Support Agreements, Shareholder Support Agreements and the Investor Rights Agreement, as further described in Note 1 to the financial statements included in Item 1 of this Quarterly Report on Form 10-Q. See the Current Report on Form 8-K filed by us with the SEC on November 2, 2020 for more details.

### **Liquidity and Capital Resources**

As of September 30, 2020, we had approximately \$609,000 in our operating bank account and negative working capital of approximately \$1.7 million.

Prior to the consummation of the Business Combination, our liquidity needs have been satisfied through a contribution of \$25,000 from our Sponsor to cover for certain offering costs in exchange for the issuance of the founder shares, the loan proceeds of \$250,000 from our Sponsor pursuant to the a promissory note, and the proceeds from the consummation of the Private Placement not held in the Trust Account. We fully repaid the promissory note on June 8, 2020. In addition, in order to finance transaction costs in connection with a business combination, our Sponsor or an affiliate of our Sponsor, or certain of our officers and directors may, but are not obligated to, provide us the Working Capital Loans. As of September 30, 2020, there were no amounts outstanding under any Working Capital Loan.

Based on the foregoing, we had sufficient working capital and borrowing capacity from our Sponsor or an affiliate of our Sponsor, or certain of our officers and directors to meet its needs through the consummation of the Business Combination. Over this time period, we used these funds for paying existing accounts payable, identifying and evaluating prospective initial business combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination.

Management continues to evaluate the impact of the COVID-19 pandemic on the industry and has concluded that while it is reasonably possible that the virus could have had a negative effect on our financial position and/or results of our operations, the specific impact is not readily determinable as of the date of the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

## **Results of Operations**

Our entire activity since inception up to September 30, 2020 was in preparation for our formation and the Initial Public Offering and subsequent to the Initial Public Offering, a search for a business combination target. We will not be generating any operating revenues until the closing and completion of our initial business combination.

For the three months ended September 30, 2020, we had net loss of approximately \$2.9 million, which consisted of approximately \$3.0 million general and administrative expenses, partially offset by approximately \$84,000 in gain on marketable securities, dividends and interest held in Trust Account.

For the period from February 20, 2020 (inception) through September 30, 2020, we had net loss of approximately \$3.1 million, which consisted of approximately \$3.2 million general and administrative expenses, partially offset by approximately \$71,000 in gain on marketable securities, dividends and interest held in Trust Account.

## **Contractual Obligations**

### ***Administrative Support Agreement***

Commencing on the effective date of the registration statement on Form S-1 related to the Initial Public Offering through the earlier of consummation of the initial business combination and our liquidation, we will reimburse the Sponsor for office space, secretarial and administrative services provided to us in the amount of \$10,000 per month. We incurred approximately \$30,000 and \$39,000 in general and administrative expenses in the accompanying unaudited condensed consolidated statements of operations for both the three months ended September 30, 2020 and for the period from February 20, 2020 (inception) through September 30, 2020.

### ***Registration Rights***

The holders of Founder Shares, Private Placement Units, Private Placement Shares, Private Placement Warrants, Class A ordinary shares underlying the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans), will be entitled to registration rights pursuant to a registration and shareholder rights agreement. The holders of these securities are entitled to make up to three demands, excluding short form demands, that we register such securities. In addition, the holders have certain “piggy-back” registration rights with respect to registration statements filed subsequent to our completion of our business combination. However, the registration and shareholder rights agreement provides that we will not permit any registration statement filed under the Securities Act to become effective until termination of the applicable lock-up period, which occurs (i) in the case of the founder shares, in accordance with the letter agreement our initial shareholders entered into and (ii) in the case of the Private Placement Warrants and the respective Class A ordinary shares underlying such warrants, 30 days after the completion of our business combination. We will bear the expenses incurred in connection with the filing of any such registration statements.

### ***Underwriting Agreement***

We granted the underwriters a 45-day option from the final prospectus relating to the Initial Public Offering to purchase up to 1,950,000 additional Units to cover over-allotments, if any, at the Initial Public Offering price less the underwriting discounts and commissions. On June 9, 2020, the underwriters fully exercised their over-allotment option.

The underwriters were entitled to an underwriting discount of \$0.20 per Unit, or approximately \$3.0 million in the aggregate, paid upon the closing of the Initial Public Offering. In addition, \$0.35 per unit, or approximately \$5.2 million in the aggregate, was payable to the underwriters for deferred underwriting commissions. The deferred fee was payable to the underwriters from the amounts held in the Trust Account solely in the event that we complete a business combination, subject to the terms of the underwriting agreement. On October 27, 2020, in connection with the consummation of the Business Combination, we paid the full \$5.2 million of the deferred underwriting commissions.

## **Critical Accounting Policies**

### *Class A ordinary shares subject to possible redemption*

We account for our Class A ordinary shares subject to possible redemption in accordance with the guidance in ASC Topic 480 “*Distinguishing Liabilities from Equity*.” Class A ordinary shares subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. Conditionally redeemable Class A ordinary shares (including Class A ordinary shares that feature redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within our control) are classified as temporary equity. At all other times, Class A ordinary shares are classified as shareholders’ equity. Our Class A ordinary shares feature certain redemption rights that are considered to be outside of our control and subject to the occurrence of uncertain future events. Accordingly, at September 30, 2020, 13,759,029 Class A ordinary shares subject to possible redemption are presented as temporary equity, outside of the shareholders’ equity section of our unaudited condensed consolidated balance sheet.

### *Net income (loss) per ordinary shares*

Net income (loss) per share is computed by dividing net income (loss) by the weighted-average number of ordinary shares outstanding during the periods. We have not considered the effect of the warrants underlying the Units sold in the Initial Public Offering (including the consummation of the over-allotment) and the private placement warrants underlying the Private Placement Units to purchase an aggregate of 5,149,666 Class A ordinary shares in the calculation of diluted income per share, because their inclusion would be anti-dilutive under the treasury stock method.

Our unaudited condensed consolidated statements of operations include a presentation of income per share for Class A ordinary shares subject to redemption in a manner similar to the two-class method of income per share. Net income per share, basic and diluted for Class A ordinary shares for three months ended September 30, 2020 and for the period from February 20, 2020 (inception) through September 30, 2020 are calculated by dividing the gain on marketable securities, dividends and interest held in Trust Account of approximately \$84,000 and \$71,000, respectively, by the weighted average number of Class A ordinary shares outstanding for the periods.

Net loss per share, basic and diluted for Class B ordinary shares for the three months ended September 30, 2020 and for the period from February 20, 2020 (inception) through September 30, 2020 are calculated by dividing the net loss of approximately \$2.9 million and \$3.1 million, less the net gain attributable to Class A ordinary shares of approximately \$84,000 and approximately \$71,000, resulted to a net loss of approximately \$3.0 million and approximately \$3.2 million, respectively, by the weighted average number of Class B ordinary shares outstanding for the periods.

### *Recent Accounting Pronouncements*

Management does not believe that any recently issued, but not yet effective, accounting standards if currently adopted would have a material effect on the accompanying unaudited condensed consolidated financial statements.

### **Off-Balance Sheet Arrangements**

As of September 30, 2020, we did not have any off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K.



## **JOBS Act**

The Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”) contains provisions that, among other things, relax certain reporting requirements for qualifying public companies. We qualify as an “emerging growth company” and under the JOBS Act are allowed to comply with new or revised accounting pronouncements based on the effective date for private (not publicly traded) companies. We are electing to delay the adoption of new or revised accounting standards, and as a result, we may not comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. As a result, the financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Additionally, we are in the process of evaluating the benefits of relying on the other reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, if, as an “emerging growth company,” we choose to rely on such exemptions we may not be required to, among other things, (i) provide an auditor’s attestation report on our system of internal controls over financial reporting pursuant to Section 404, (ii) provide all of the compensation disclosure that may be required of non-emerging growth public companies under the Dodd-Frank Wall Street Reform and Consumer Protection Act, (iii) comply with any requirement that may be adopted by the PCAOB regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements (auditor discussion and analysis) and (iv) disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of the CEO’s compensation to median employee compensation. These exemptions will apply for a period of five years following the completion of our Initial Public Offering or until we are no longer an “emerging growth company,” whichever is earlier.

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

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information otherwise required under this item. As of September 30, 2020, we were not subject to any market or interest rate risk. The net proceeds of the Initial Public Offering, including amounts in the Trust Account, were invested in U.S. government securities with a maturity of 185 days or less or in money market funds that meet certain conditions under Rule 2a-7 under the Investment Company Act of 1940, as amended, that invest only in direct U.S. government treasury obligations. Due to the short-term nature of these investments, we believe there was no associated material exposure to interest rate risk.

We have not engaged in any hedging activities since our inception and we do not expect to engage in any hedging activities with respect to the market risk to which we are exposed.

### **Item 4. Controls and Procedures**

#### *Evaluation of Disclosure Controls and Procedures*

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is (1) recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms and (2) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

As of September 30, 2020, or the Evaluation Date, our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Our Chief Executive Officer and Chief Financial Officer have concluded, based upon the evaluation described above that, as of September 30, 2020, our disclosure controls and procedures were effective at the reasonable assurance level.

## *Changes in Internal Control over Financial Reporting*

There was no change in our internal control over financial reporting that occurred during the fiscal quarter ended September 30, 2020 covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## **PART II - OTHER INFORMATION**

### **Item 1. Legal Proceedings**

From time to time, we may be subject to legal proceedings and claims in the ordinary course of business. We are not currently aware of any such proceedings or claims that we believe will have, individually or in the aggregate, a material adverse effect on our business, financial condition or results of operations.

### **Item 1A. Risk Factors**

Factors that could cause our actual results to differ materially from those in this Quarterly Report on Form 10-Q are any of the risks and uncertainties described in [the Proxy Statement/Prospectus](#). If any of these risks are realized, our business, financial condition, operating results and prospects could be materially and adversely affected. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operation.

As of the date of this Quarterly Report on Form 10-Q, there have been no material changes to the risks and uncertainties disclosed in [the Proxy Statement/Prospectus](#). We may disclose changes to such factors or disclose additional factors from time to time in our future filings with the SEC.

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

#### *Recent Sales of Unregistered Equity Securities*

Concurrently with the execution of the Business Combination Agreement, we entered into the Subscription Agreements with each of the PIPE Investors, pursuant to which, at the Closing, the PIPE Investors subscribed for and purchased an aggregate of 32,000,000 shares of Common Stock (as defined in the Business Combination Agreement) at a price of \$10.00 per share for aggregate gross proceeds of \$320,000,000. Perceptive PIPE Investor funded \$30,000,000 in the PIPE Financing, Pfizer funded \$12,000,000 in the PIPE Financing and Bain Investor funded \$100,000,000 in the PIPE Financing. The shares of Common Stock issued pursuant to the Subscription Agreements have not been registered under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act.

The foregoing description of the Subscription Agreements does not purport to be complete and is qualified in its entirety by the terms and conditions thereof, forms of which are attached hereto as Exhibits 10.1 and 10.2 and are each incorporated herein by reference.

#### *Use of Proceeds from our Initial Public Offering*

Of the gross proceeds received from the Initial Public Offering and the full exercise of the option to purchase additional Units, \$149,500,000 was placed in the Trust Account. The net proceeds of the Initial Public Offering was applied to fund the Business Combination and related expenses.

### **Item 3. Defaults upon Senior Securities**

None.

### **Item 4. Mine Safety Disclosures.**

Not applicable.

**Item 5. Other Information.**

None.

**Item 6. Exhibits.**

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

Exhibit Number	Description
2.1†	<a href="#">Business Combination Agreement, dated as of July 29, 2020, by and among ARYA Sciences Acquisition Corp II, Cassidy Merger Sub I, Inc., and Cerevel Therapeutics, Inc. (incorporated by reference to Annex A-1 to the Proxy Statement/Prospectus).</a>
2.2	<a href="#">Amendment No. 1 to Business Combination Agreement, dated as of October 2, 2020, by and between ARYA Sciences Acquisition Corp II and Cerevel Therapeutics, Inc. (incorporated by reference to Annex A-2 to the Proxy Statement/Prospectus).</a>
3.1	<a href="#">Certificate of Incorporation of Cerevel Therapeutics Holdings, Inc. (incorporated by reference to Annex C to the Proxy Statement/Prospectus).</a>
3.2	<a href="#">By-laws of Cerevel Therapeutics Holdings, Inc. (incorporated by reference to Annex D to the Proxy Statement/Prospectus).</a>
4.1	<a href="#">Warrant Agreement between Continental Stock Transfer &amp; Trust Company and ARYA Sciences Acquisition Corp II, dated June 9, 2020 (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by the Registrant on June 9, 2020).</a>
10.1	<a href="#">Form of Subscription Agreement (incorporated by reference to Annex F to the Proxy Statement/Prospectus).</a>
10.2	<a href="#">Subscription Agreement, by and between ARYA Sciences Acquisition Corp II and BC Perception Holdings, LP, dated July 29, 2020 (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed by the Registrant on July 30, 2020).</a>
10.3	<a href="#">Amended and Restated Registration and Shareholder Rights Agreement, dated October 27, 2020, by and among Cerevel Therapeutics Holdings, Inc. and the stockholders party thereto (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.4††	<a href="#">License Agreement, by and between Cerevel Therapeutics, LLC (f/k/a Perception OpCo, LLC) and Pfizer Inc., dated August 13, 2018 (incorporated by reference to Exhibit 10.10 to the Registration Statement on Form S-4 filed by the Registrant on October 2, 2020).</a>
10.5	<a href="#">Lease Agreement, by and between Cerevel Therapeutics, LLC and FHF I 131 Dartmouth, LLC, dated January 18, 2019 (incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.6	<a href="#">Lease Agreement, by and between Cerevel Therapeutics, LLC and DW Propco JK, LLC, dated July 3, 2019, as amended on September 1, 2020 (incorporated by reference to Exhibit 10.6 to the Registrant's Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.7#	<a href="#">Cerevel Therapeutics Holdings, Inc. 2020 Equity Incentive Plan (incorporated by reference to Annex J to the Proxy Statement/Prospectus).</a>
10.8#	<a href="#">Forms of Award Agreements under the Cerevel Therapeutics Holdings, Inc. 2020 Equity Incentive Plan (incorporated by reference to Exhibit 10.8 to the Registrant's Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.9#	<a href="#">Cerevel Therapeutics Holdings, Inc. 2020 Employee Stock Purchase Plan (incorporated by reference to Annex K to the Proxy Statement/Prospectus).</a>
10.10#	<a href="#">Employment Agreement, dated November 23, 2018, by and between Cerevel Therapeutics, LLC and N. Anthony Coles, and amendments thereto (incorporated by reference to Exhibit 10.10 to the Registrant's Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.11#	<a href="#">Employment Agreement, dated November 26, 2018, by and between Cerevel Therapeutics, LLC and Ramiro Sanchez, and amendment thereto (incorporated by reference to Exhibit 10.11 to the Registrant's Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>

10.12#	<a href="#">Employment Agreement, dated March 16, 2019, by and between Cerevel Therapeutics, LLC and John Renger (incorporated by reference to Exhibit 10.12 to the Registrant’s Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.13#	<a href="#">Senior Executive Cash Incentive Bonus Plan (incorporated by reference to Exhibit 10.13 to the Registrant’s Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.14#	<a href="#">Severance Benefits Policy for Specified C-Suite Executives (incorporated by reference to Exhibit 10.14 to the Registrant’s Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.15#	<a href="#">Non-Employee Director Compensation Policy (incorporated by reference to Exhibit 10.15 to the Registrant’s Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.16#	<a href="#">Form of Indemnification Agreement (Directors) (incorporated by reference to Exhibit 10.16 to the Registrant’s Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
10.17#	<a href="#">Form of Indemnification Agreement (Officers) (incorporated by reference to Exhibit 10.17 to the Registrant’s Current Report on Form 8-K filed by the Registrant on November 2, 2020).</a>
<a href="#">10.18*#</a>	Offer Letter, dated August 18, 2019, by and between Cerevel Therapeutics, LLC and Mark Bodenrader.
<a href="#">10.19*#</a>	Employment Agreement, dated April 1, 2019, by and between Cerevel Therapeutics, LLC and Kenneth DiPietro.
<a href="#">10.20*#</a>	Employment Agreement, dated June 25, 2019, by and between Cerevel Therapeutics, LLC and Orly Mishan.
<a href="#">10.21*#</a>	Employment Agreement, dated November 8, 2019, by and between Cerevel Therapeutics, LLC and Bryan Phillips.
<a href="#">10.22*#</a>	Employment Agreement, dated July 7, 2020, by and between Cerevel Therapeutics, LLC and Kathleen Tregoning.
<a href="#">10.23*#</a>	Employment Agreement, dated May 9, 2019, by and between Cerevel Therapeutics, LLC and Kathy Yi.
<a href="#">31.1*</a>	Certification of Chief Executive Officer (Principal Executive Officer) Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
<a href="#">31.2*</a>	Certification of Chief Financial Officer (Principal Financial and Accounting Officer) Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
<a href="#">32.1*+</a>	Certification of Chief Executive Officer (Principal Executive Officer) Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
<a href="#">32.2*+</a>	Certification of Chief Financial Officer (Principal Financial and Accounting Officer) Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

\* Filed herewith.

# Indicates a management contract or any compensatory plan, contract or arrangement.

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

† Schedules and exhibits to this Exhibit omitted pursuant to Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

†† Certain confidential portions (indicated by brackets and asterisks) have been omitted from this exhibit.

## 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 hereunto duly authorized.

### **Cerevel Therapeutics Holdings, Inc.**

Date: November 16, 2020

By: /s/ N. Anthony Coles

N. Anthony Coles  
President and Chief Executive Officer  
(Principal Executive Officer)

Date: November 16, 2020

By: /s/ Kathy Yi

Kathy Yi  
Chief Financial Officer  
(Principal Financial Officer)



Orly Mishan

Chief Business Officer

August 18, 2019

Dear Mark:

We are very pleased to extend you this offer of employment with Cerevel Therapeutics, LLC (the "Company"). You will play a key role in the stand-up of what we intend to be the preeminent Neuro/NeuroPsych drug development company and we are excited about your joining the team.

The following are the basic terms of your proposed employment with the Company.

- **Position Title:** Vice President, Finance and Chief Accounting Officer (reporting to Kathy Yi, Chief Financial Officer)
- **Position Location:** This position will be based in the Boston area.
- **Start Date:** September 3, 2019.
- **Base Compensation:** Your starting base compensation of \$300,000 annually will be paid on a semi-monthly schedule (24 payrolls yearly) in the gross amount of \$12,500 per semi-monthly pay period. All payments shall be subject to applicable deductions and withholdings, such as for payroll taxes.
- **Incentive Compensation:** Your position is currently eligible to participate in an annual cash incentive plan with a target of 25% of your base compensation (pro-rated for a partial initial year of employment based on your Start Date). Payment of incentive awards is based on the terms of the incentive plan in effect for the year that such payment is being made. You must be actively employed by the Company on the day incentives are paid to be eligible to earn an incentive award. The Company reserves the right to alter or discontinue its cash incentive plan in the future.
- **Benefits:** Your position is eligible to participate in all employee benefit plans from time to time in effect for employees of comparable status of the Company. Your participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.
- **Equity Participation:** Your position is eligible for participation in the Cerevel Therapeutics, Inc. 2018 Equity Incentive Plan (the "Plan"). Subject to the receipt of any required approvals and your continued employment through the grant date, as soon as practicable following your Start Date, you will be granted an option to purchase 40,385 shares of the Company's common stock, which as of the date of this letter, represents approximately 0.075% of the Company's fully diluted shares outstanding (the "Option"). The Option will have an exercise price of not less than the fair market value of the Company's common stock on the date it is granted, as determined by the Company. The Option will be evidenced by a form of stock option agreement and will be subject to the terms of the Plan, the applicable stock option agreement, any other applicable stockholders agreements, and any other restrictions and limitations generally applicable to the common stock of the Company or equity awards held by the Company's executives or otherwise imposed by law. In the event of any conflict between this letter and the terms of the stock option agreement or Plan, the stock option agreement or Plan will control. In no event shall the Company or any person affiliated with the Company have any liability with respect to the failure of any compensation or benefits provided to you to be exempt from, or comply with, Section 409A of the Internal Revenue Code.



- **Signing Bonus:** Provided that you commence employment with the Company by the Start Date, the Company will provide you with a one-time signing bonus of \$75,000 (the “Signing Bonus”). The Signing Bonus will be paid to you in a lump sum on the next regular payday following the Start Date. In the event that your employment with the Company is terminated for any reason other than by the Company without Good Cause (as defined below) (i) before the twelve (12)-month anniversary of the Start Date, you will repay to the Company the full amount of any Signing Bonus or (ii) on or after the twelve (12)-month anniversary of the Start Date but before the twenty-four (24)-month anniversary of the Start Date, you shall repay to the Company fifty percent (50%) of the Signing Bonus. Any repayment shall occur within thirty (30) days following the date of termination. “Good Cause” shall mean the occurrence of any of the following, as determined by the Company in its reasonable judgment: (i) your substantial failure to perform (other than by reason of disability), or substantial negligence in the performance of, your duties and responsibilities to the Company or any of its affiliates; (ii) your material breach of this agreement or any other agreement between you and the Company or any of its affiliates; (iii) your commission of, or plea of nolo contendere to, a felony or other crime involving moral turpitude; or (iv) other conduct by you that is or could reasonably be expected to be materially harmful to the business interests or reputation of the Company or any of its affiliates.

We are very excited to have you join our team and we look forward to a mutually beneficial and rewarding relationship. However, we recognize that you will retain the option, as will the Company, of ending your employment with the Company at any time, with or without notice and with or without cause. As such, your employment with the Company is at-will and neither this letter nor any other oral or written representations may be considered a contract of employment for any specific period of time.

You will be expected to devote your full business time and your best professional efforts to the performance of your duties and responsibilities for the Company and its affiliates and to abide by all policies and procedures of the Company as in effect from time to time. You will be expected to perform the duties of your position and such other duties as may be assigned to you from time to time.

This offer is contingent upon the following:

- Consenting to a background investigation, and upon the Company receiving results of this investigation which it deems acceptable. Our background investigations are performed in compliance with the Fair Credit Reporting Act.
- Proper Documentation for Working in the United States. In accordance with the Immigration Reform and Control Act of 1986, you must establish your eligibility to work in the United States. On your first day of employment, please bring with you and be prepared to show any of the acceptable forms of identification that are outlined on the back of the INS Form I-9. The choice of identification to show is yours.
- Execution of the enclosed Restrictive Covenant Agreement on or before your Start Date.

In accepting this offer, you give the Company assurance that you have not relied on any agreements or representations, express or implied, with respect to your employment that are not set forth expressly in this letter or the Restrictive Covenant Agreement. You also give the Company assurance that you are not now bound by any covenant against competition or other obligation that would be violated by your acceptance of this offer or your employment by the Company under it, or by your execution of the Restrictive Covenant Agreement.





Thank you for your interest in joining our team, and congratulations on your offer. If you have any questions about this offer, please do not hesitate to contact me . To accept this offer of employment. please sign and date the letter below, and return it to my attention.

Sincerely,

/s/ Orly Mishan

Orly Mishan  
Chief Business Officer

By my signature below, I hereby accept the offer of employment as set forth above.

/s/ Mark Bodenrader  
Mark Bodenrader

8/19/19  
Date

Cerevel Therapeutics, LLC | 131 Dartmouth Street, Suite 502 | Boston, Massachusetts 02116 | [cerevel.com](http://cerevel.com)

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## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of April 1, 2019 by and between Cerevel Therapeutics, LLC (the "Company") and Kenneth DiPietro (the "Executive").

WHEREAS, the Executive possesses certain experience and expertise that qualifies him to provide the direction and leadership required by the Company; and

WHEREAS, the Company desires to employ the Executive as Chief Human Resources Officer of the Company and the Executive wishes to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Company and the Executive agree as follows:

**1. Position and Duties.**

(a) Effective as of April 1, 2019 (the "Effective Date"), the Executive will be employed by the Company, on a full-time basis, as its Chief Human Resources Officer, reporting to the Company's Chief Executive Officer. The Executive will be a member of the Company's Executive Committee. The Executive shall be based at the Company's offices in the greater Boston area. In addition, the Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation.

(b) The Executive agrees to perform the duties of his position and such other duties as may reasonably be assigned to the Executive from time to time. The Executive also agrees that, while employed by the Company, he will devote his full business time and his best efforts, business judgment, skill and knowledge exclusively to the advancement of the business interests of the Company and its Affiliates and to the discharge of his duties and responsibilities for them. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during his employment, except as may be expressly approved in advance by the Board of Directors of Cerevel Therapeutics, Inc. ("Parent") (or such other board of directors or managers as may be designated as the operative governing entity of the Company, the "Board") in writing; provided, however, that the Executive may participate in the activities set forth on Exhibit A hereto and may without advance consent participate in charitable activities and engage in personal investment activities, in each case to the extent such activities, individually or in the aggregate, do not materially interfere with the performance of the Executive's duties under this Agreement, create a conflict of interest or violate any provision of Section 3 of this Agreement.

(c) The Executive agrees that, while employed by the Company, he will comply with all written Company policies, practices and procedures and all written codes of ethics or business conduct applicable to his position, as in effect from time to time.

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**2. Compensation and Benefits.** During the Executive's employment hereunder, as compensation for all services performed by the Executive for the Company and its Affiliates, the Company will provide the Executive the following compensation and benefits:

(a) **Base Salary.** The Company will pay the Executive a base salary at the rate of \$400,000 per year, payable in accordance with the regular payroll practices of the Company and subject to increase from time to time by the Board in its discretion (as increased, from time to time, the "Base Salary").

(b) **Bonus Compensation.** For each fiscal year completed during the Executive's employment under this Agreement, the Executive will be eligible to earn an annual bonus (each, an "Annual Bonus"). The Executive's target bonus will be forty percent (40%) of the Base Salary (the "Target Bonus"), prorated for a partial initial year of employment, with the actual amount of any such Annual Bonus to be determined by the Board in its discretion, based on the Executive's performance and the Company's performance against goals established by the Board in its discretion after consultation with the Chief Executive Officer of the Company, who shall consult with the Executive prior to such consultation with the Board. Except as provided in Section 5, in order to receive any Annual Bonus hereunder, the Executive must be employed through the last day of the year to which such Annual Bonus relates. Any Annual Bonus will be paid in the calendar year immediately following the conclusion of the fiscal year to which such Annual Bonus relates.

(c) **Equity.** The Executive will be eligible for participation in the Cerevel Therapeutics, Inc. 2018 Equity Incentive plan (the "Plan"). Subject to the receipt of any required approvals and the Executive's continued employment through the grant date, which will be as soon as practicable following the Effective Date, the Executive will be granted an option to purchase 215,385 shares of the Company's common stock, which as of the date of this letter, represents approximately 0.40% of the Company's fully diluted shares outstanding (the "Option" or "Award"). The Option will have an exercise price of not less than the fair market value of the Company's common stock on the date it is granted, as determined by the Company. The Option will be evidenced by a form of stock option agreement and will be subject to the terms of the Plan, the applicable stock option agreement, any other applicable stockholders agreements, and any other restrictions and limitations generally applicable to the common stock of the Company or equity awards held by the Company's executives or otherwise imposed by law. In the event of any conflict between this Agreement and the terms of the stock option agreement or Plan, the stock option agreement or Plan will control. In no event shall the Company or any person affiliated with the Company have any liability with respect to the failure of any compensation or benefits provided to the Executive to be exempt from, or comply with, Section 409A of the Internal Revenue Code.

(d) **Participation in Employee Benefit Plans.** The Executive will be entitled to participate in all employee benefit plans from time to time in effect for senior employees of comparable status of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided to the Executive under this Agreement (e.g., a severance pay plan). The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law. Until such time as the Company has established group medical, dental, vision, life or disability insurance plans, as applicable, the Company will reimburse the Executive for (i) the monthly premium costs for participation in any medical, dental and vision insurance plans for the Executive and his eligible dependents and (ii) the monthly premium costs of continuing his participation in the life and disability insurance plans offered by his former employer (or converting such coverage to an individual policy), plus an amount equal to (A) all federal, state, and local income taxes payable by the Executive with respect to such reimbursements (the "Insurance Reimbursement Taxes"), plus (B) all federal, state and local income taxes payable by the Executive with respect to the reimbursement for Insurance Reimbursement Taxes.

(e) Vacations. The Executive will be entitled to earn vacation days in accordance with the policies of the Company as in effect for senior employees of comparable status, as in effect from time to time. Vacation may be taken at such times and intervals as the Executive shall determine, subject to the business needs of the Company.

(f) Business Expenses. The Company will pay or reimburse the Executive for all reasonable business expenses incurred or paid by the Executive in the performance of his duties and responsibilities for the Company, subject to Company policy as in effect from time to time and to such reasonable substantiation and documentation as may be specified by the Company from time to time. The Executive's right to payment or reimbursement hereunder or under Section 3(g) below shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

(g) Co-Investment. To the extent the Company establishes a program allowing senior employees of comparable status to the Executive ("Senior Employees") to purchase common stock of Parent, the Executive will be eligible to participate in such program.

(h) Tag-Along Rights. In the event Parent offers tag-along rights on sales by any Lead Investor (as defined in the Stockholders Agreement by and among Parent and the stockholders party thereto, dated September 24, 2018, as it may be amended from time to time) to Senior Employees with respect to their shares of common stock of Parent, the Executive will also be eligible for such rights on the same terms as applicable to other Senior Employees.

### 3. **Confidential Information and Restricted Activities.**

(a) Confidential Information. During the course of the Executive's employment with the Company, the Executive will learn of Confidential Information, and will develop Confidential Information on behalf of the Company and its Affiliates. The Executive agrees that he will not use or disclose to any Person (except as required by applicable law or for the proper performance of his regular duties and responsibilities for the Company) any Confidential Information obtained by the Executive incident to his employment or any other association with the Company or any of its Affiliates. The Executive agrees that this restriction will continue to apply after his employment terminates, regardless of the reason for such termination. For the avoidance of doubt, (i) nothing contained in this Agreement limits, restricts or in any other way affects the Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (ii) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (y) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (z) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, the Executive may be held liable if he unlawfully accesses trade secrets by unauthorized means.

(b) Protection of Documents. All documents, records and files, in any media of whatever kind and description, relating to the business, present or otherwise, of the Company or any of its Affiliates, and any copies, in whole or in part, thereof (the “Documents”), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company. The Executive agrees to safeguard all Documents and to surrender to the Company, at the time his employment terminates or at such earlier time or times as the Board or its designee may specify, all Documents then in his possession or control. The Executive also agrees to disclose to the Company, at the time his employment terminates or at such earlier time or times as the Board or its designee may specify, all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, any information which the Executive has password-protected on any computer equipment, network or system of the Company or any of its Affiliates.

(c) Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) his full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Company will compensate the Executive at an hourly rate calculated based on his final Base Salary for time spent in complying with these obligations at the request of the Company following the termination of the Executive’s employment. All copyrightable Intellectual Property that the Executive creates during his employment shall be considered “work made for hire” and shall, upon creation, be owned exclusively by the Company.

(d) Restricted Activities. In consideration of and as a condition of Executive’s employment by the Company, and of the compensation and other benefits to be provided to Executive hereunder, and in recognition of the fact that, as an executive of the Company, Executive will have access to the Company’s Confidential Information, including trade secrets and in exchange for other good and valuable consideration, including without limitation the Annual Bonus opportunity, the Option, and the Severance Payments provided herein, the Executive agrees that the following restrictions on his activities during his employment are necessary to protect the goodwill, Confidential Information, trade secrets and other legitimate interests of the Company and its Affiliates:

(i) While the Executive is employed by the Company and during the twelve (12)-month period immediately following termination of his employment for any reason except termination due to layoff or termination by the Company without Cause (in the aggregate, the “Non-Competition Period”), the Executive will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, engage in or compete with, or undertake any planning to engage in or compete with any small molecule programs directed at drugging the following targets with the specified pharmacological approaches: (a) Dopamine D1 receptor agonists, (b) GABA alpha2/alpha3 selective PAMs, (c) Muscarinic M4 receptor PAMs or full orthosteric agonists, (d) Dopamine D3 antagonists, (e) Kappa opiate receptor antagonist, (f) LRRK2 enzyme inhibitors, (g) PDE4 enzyme inhibitors, (h) GBA enzyme activators, and/or (i) APOE3 modulators, or any other program conducted or in active and definitive planning to be conducted by the Company or any of its Affiliates at any time during the Executive’s employment with the Company or, with respect to the portion of the Non-Competition Period that follows termination of the Executive’s employment, at the time of such termination (each, a “Competing Program”), in any case involving any of the services that the Executive provided to the Company or any of its Affiliates in connection with a Competing Program at any time during the Executive’s Employment with the Company or, with respect to the portion of the Non-Competition period that follows the termination of the Executive’s employment, during the last two (2) years of the Executive’s employment with the Company (collectively, the “Competitive Activities”), in any geographic area where the Company or any of its Affiliates conducts or is actively planning to conduct business any time during the Executive’s employment with the Company or, with respect to the portion of the Non-Competition Period that follows termination of the Executive’s employment, in any geographic area in which the Executive at any time within the last two (2) years of the Executive’s employment with the Company provided services or had a material presence or influence in each case in connection with a Competing Program.

(ii) While the Executive is employed by the Company and during the twenty-four (24)-month period immediately following termination of his employment for any reason (in the aggregate, the “Non-Solicitation period”), the Executive will not, directly or indirectly, solicit or encourage, or otherwise take any action that causes or is reasonably likely to cause, any customer, vendor, supplier or other business partner of the Company or any of its Affiliates to terminate or diminish his, her or its relationship with any of them; provided, however, that this restriction shall apply following termination of the Executive’s employment (y) only with respect to those Persons who are or have been a business partner of the Company or any of its Affiliates at any time within the twelve (12)-month period immediately prior to the Executive’s termination of employment or whose business has been solicited on behalf of the Company or any of its Affiliates by any of their officers, employees or agents within such twelve (12)-month period, other than by form letter, blanket mailing or published advertisement, and (z) only if the Executive has performed work for such Person during his employment with the Company or any of its Affiliates or been introduced to, or otherwise had contact with, such Person as a result of his employment or other associations with the Company or one of its Affiliates or has had access to Confidential Information which would assist in his solicitation of such Person.

(iii) During the Non-Solicitation Period, the Executive will not, directly or indirectly, (a) hire or engage, or solicit for hiring or engagement, any employee of the Company or any of its Affiliates or seek to persuade any such employee to discontinue employment or (b) solicit or encourage any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish his, her or its relationship with any of them. For the purposes of this Section 3(d)(iii), an “employee” or an “independent contractor” of the Company or any of its Affiliates is any person who was such at any time during the Executive’s employment or, with respect to the portion of the Non-Solicitation Period that follows the termination of his employment, during twelve (12)-month period immediately preceding the Executive’s termination of employment.

(e) In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on the Executive under this Section 3. The Executive agrees without reservation that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further agrees that, were the Executive to breach any of the covenants contained in this Section 3, the damage to the Company and its Affiliates would be irreparable. The Executive therefore agrees that the Company, in addition and not in the alternative to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any such covenants, without having to post bond. In any action with respect to the enforcement of the covenants contained in this Section 3, the prevailing party shall be entitled to an award of its reasonable attorney’s fees incurred in connection with such action. The Executive further agrees that the Non-Solicitation Period shall be tolled, and shall not run, during the period of any breach by the Executive of any of the covenants contained in Sections 3(d)(ii) and 3(d)(iii). The Executive and the Company further agree that, in the event that any provision of this Section 3 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. It is also agreed that each of the Company’s Affiliate shall have the right to enforce all of the Executive’s obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 3. No claimed breach of this Agreement or other violation of law attributed to the Company or any of its Affiliates, or change in the nature or scope of the Executive’s employment or other relationship with the Company or any of its Affiliates, shall operate to excuse the Executive from the performance of his obligations under this Section 3.

4. **Termination of Employment.** The Executive’s employment under this Agreement shall continue until terminated pursuant to this Section 4.

(a) By the Company For Cause. The Board may terminate the Executive's employment for Cause upon notice to the Executive setting forth in reasonable detail the nature of the Cause, provided that the Executive has an opportunity, with the benefit of legal counsel, to be heard by the Board (which opportunity may occur by telephone or video conference). For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following, as determined by the Board in its reasonable judgment: (i) the Executive's failure to comply with a material directive of the Company's Chief Executive officer or the Board, or gross negligence in the performance of the Executive's duties and responsibilities to the Company or any of its Affiliates; (ii) the Executive's material breach of this Agreement or any other written agreement between the Executive and the Company or any of its Affiliates; (iii) the Executive's indictment for, or plea of nolo contendere to, a felony or other crime involving moral turpitude that causes or could reasonably be expected to cause material harm to the business interests or reputation of the Company or any of its Affiliates; (iv) fraud, theft, embezzlement or other intentional misconduct by the Executive that is or could reasonably be expected to be materially harmful to the business interests or reputation of the Company or any of its Affiliates; and/or, solely for purposes of the application of the non-competition provision in Section 3(d)(i) of this Agreement: (v) (A) the Executive's performance (or nonperformance) of his duties and responsibilities to the Company or any of its Affiliates in a manner deemed by the Company to be in any way unsatisfactory, (B) the Executive's breach of this Agreement or any other agreement between the Executive and the Company or any of its Affiliates, or (C) the Executive's violation of or disregard for any rule or procedure or policy of the Company or any of its Affiliates, or any other reasonable basis for Company dissatisfaction with the Executive, including for reasons such as lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior. For the avoidance of doubt, the above Section 4(a)(v) does not apply to determining the Executive's eligibility for Severance Benefits or to any other provision of this Agreement other than Section 3(d)(i), nor does it apply to any other agreement to which the Executive is a party. Further, Cause shall not exist hereunder, in the case of (i) or (ii) above, unless the Company has provided the Executive with written notice of the event(s) alleged to constitute Cause thereunder and, if such event(s) are susceptible to cure, a 15 day period to cure following the receipt of such notice in which the Executive has failed to cure such event(s).

(b) By the Company Without Cause. The Company may terminate the Executive's employment at any time other than for Cause upon ten (10) days' notice to the Executive (during which period (or any portion thereof) the Executive may be placed on paid administrative leave).

(c) By the Executive for Good Reason. The Executive may terminate his employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean, without Executive's consent, (i) any diminution in the Base Salary or Target Bonus, unless applied across-the-board to all similarly-situated executives of the Company and not more than five percent (5%), (ii) any material diminution in the Executive's titles, authorities, duties, or responsibility, (iii) a permanent reassignment of the Executive's primary office to a location more than 35 miles from the Company's offices in Massachusetts, or (iv) a material breach by the Company of this Agreement or any material breach by the Company or any of its Affiliates of any other written agreement with the Executive; provided, however, Good Reason shall not exist hereunder, unless the Executive has provided the Company with written notice of the event(s) alleged to constitute Good Reason within 30 days of the initial occurrence of such event(s), and the Company has failed to cure such event(s) within 30 days following its receipt of such notice. The Executive may terminate his employment for Good Reason at any time within the 30-day period after the 30 day cure period has expired.



(d) By the Executive without Good Reason. The Executive may terminate his employment at any time upon sixty (60) days' notice to the Company. The Board may elect to waive such notice period or any portion thereof if the Executive consents to the waiver of such notice period in writing or without his written consent if the Company pays the Executive his Base Salary for the period so waived.

(e) Death and Disability. The Executive's employment hereunder shall automatically terminate in the event of the Executive's death during employment. The Company may terminate the Executive's employment, upon notice to the Executive, in the event that the Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his duties and responsibilities hereunder, even with a reasonable accommodation, for a period of ninety (90) consecutive days or one hundred and twenty (120) days (whether or not consecutive) during any period of three hundred sixty-five (365) consecutive days. If any question shall arise as to whether the Executive is disabled to the extent that he is unable to perform substantially all of his duties and responsibilities for the Company and its Affiliates, the Executive shall, at the Company's request, submit to a medical examination by a physician selected by the Company to whom the Executive or the Executive's guardian, if any, has no reasonable objection to determine whether the Executive is so disabled, and such determination shall for purposes of this Agreement be conclusive of the issue. If such a question arises and the Executive fails to submit to the requested medical examination, the Company's good faith, reasonable determination of the issue shall be binding on the Executive.

## 5. **Other Matters Related to Termination.**

(a) Final Compensation. In the event of termination of the Executive's employment with the Company, howsoever occurring, the Company shall pay the Executive (i) the Base Salary for the final payroll period of his employment, through the date his employment terminates; (ii) any bonus in respect of a prior year which has not yet been paid, payable at such time when such bonus would otherwise have been paid; (iii) compensation at the rate of the Base Salary for any vacation time earned but not used as of the date his employment terminates; and (iv) reimbursement, in accordance with Section 2(f) hereof, for business expenses incurred by the Executive but not yet paid to the Executive as of the date his employment terminates, provided that the Executive submits all expenses and supporting documentation required within sixty (60) days of the date his employment terminates, and provided further that such expenses are reimbursable under Company policies then in effect (all of the foregoing, "Final Compensation"). Except as otherwise provided in Sections 5(a)(ii) and 5(a)(iii), Final Compensation will be paid to the Executive within thirty (30) days following the date of termination or such shorter period required by law.

(b) Severance Payments. In the event of any termination of the Executive's employment pursuant to Sections 4(a)(v) (and, for the avoidance of doubt, for reasons that would not constitute Cause pursuant to Section 4(a)(i)-(iv)), 4(b) or 4(c) above, the Company will pay the Executive, in addition to Final Compensation, the following (the "Severance Benefits"):

(i) the Base Salary for a period of twelve (12) months following the date of termination (such period, the “Severance Period” and such payments, the “Severance Payments”);

(ii) the Target Bonus for the year of termination, prorated for the number of days during the year in which the Executive’s employment terminates that the Executive was employed by the Company (based upon a 365-day year); and

(iii) in the event the Executive timely elects to continue the Executive’s coverage and, if applicable, that of the Executive’s eligible dependents in the Company’s group health plans under the federal law known as “COBRA” or similar state law (together, “COBRA”), the Company shall pay the Executive a monthly amount equal to the portion of the monthly health premiums paid by the Company on the behalf of active employees and, if applicable, their eligible dependents until the earlier of (A) the conclusion of the Severance Period and (B) the date that the Executive and, if applicable, the Executive’s eligible dependents cease to be eligible for such COBRA coverage under applicable law or plan terms (the “Health Continuation Benefits”).

(c) Conditions To And Timing Of Severance Payments. Any obligation of (i) the Company to provide the Executive the Severance Benefits and/or (ii) Parent to provide the accelerated vesting of Options described in Paragraph 2 of Schedule A of the Award is, in each case, conditioned on his signing and returning, without revoking, to the Company a timely and effective separation agreement containing a general release of claims and other customary terms, including post-employment restrictive covenants substantially similar to those found in this Agreement, in the form provided to the Executive by the Company at the time that the Executive’s employment terminates (the “Separation Agreement”). The Separation Agreement must become effective, if at all, by the sixtieth (60<sup>th</sup>) calendar day following the date the Executive’s employment terminates. Any Severance Payments and Health Continuation Benefits to which the Executive is entitled will be payable in the form of salary continuation in accordance with the normal payroll practices of the Company. The first such payment, together with the pro-rated Target Bonus described under Section 5(b) (iii) above, will be made on the Company’s next regular payday following the expiration of sixty (60) calendar days from the date that the Executive’s employment terminates, but will be retroactive to the day following such date of termination. Notwithstanding the foregoing, in the event that the Company’s payment of the Health Continuation Benefits would subject the Company to any tax or penalty under Section 105(h) of the Internal Revenue Code, as amended (the “Code”), the patient protection and Affordable Care Act, as amended, any regulations or guidance issued thereunder, or any other applicable law, in each case, as determined by the Company, the Executive and the Company shall work together in good faith to restructure such benefit.

(d) Benefits Termination. Except for any right the Executive may have under COBRA or other applicable law to continue participation in the Company’s group health and dental plans at his cost and except as expressly provided in Section 5(b)(ii) of this Agreement, the Executive’s participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the date of termination of his employment, without regard to any continuation of the Base Salary or other payment to the Executive following termination of his employment, and the Executive shall not be eligible to earn vacation or other paid time off following the termination of his employment.

(e) Survival. Provisions of this Agreement shall survive any termination of employment if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the Executive's obligations under Section 3 of this Agreement. The obligation of the Company to make payments to the Executive under Section 5(b), and the Executive's right to retain the same, are expressly conditioned upon his continued full performance of his obligations under Section 3 of this Agreement. Upon termination by either the Executive or the Company, all rights, duties and obligations of the Executive and the Company to each other shall cease, except as otherwise expressly provided in this Agreement.

6. **Timing of Payments and Section 409A.**

(a) Notwithstanding anything to the contrary in this Agreement, if at the time the Executive's employment terminates, the Executive is a "specified employee," as defined below, any and all amounts payable under this Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6)-month period or, if earlier, upon the Executive's death; except (A) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury regulation Section 1.409A-1(b) (including without limitation by reason of the safe harbor set forth in Section 1.409A-1(b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (B) benefits which qualify as excepted welfare benefits pursuant to Treasury regulation Section 1.409A-1(a)(5); or (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Code, as amended ("Section 409A").

(b) For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as regulations after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

(c) Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(d) In no event shall the Company have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

7. **Definitions.** For purposes of this Agreement, the following definitions apply:

"Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise; provided, however, that Affiliates does not include any portfolio company of any investment fund associated with Bain Capital Private Equity, L.P. other than the Company and its direct and indirect parents and subsidiaries.

“**Confidential Information**” means any and all information of the Company and its Affiliates that is not generally available to the public. Confidential Information also includes any information received by the Company or any of its Affiliates from any Person with any understanding, express or implied, that it will not be disclosed. Confidential Information does not include information that (i) is generally known to the industry in which the Company operates or the public, other than as a result of Executive’s breach of this Agreement between the Executive and the Company or any of its Affiliates, (ii) is made legitimately available to the Executive by a third party without breach of any confidential obligation of which Executive has knowledge, (iii) is generally applicable business or industry know-how or acumen of the Executive which does not embody and is not predicated upon Confidential Information; or (iv) enters the public domain, other than through the Executive’s breach of his obligations under this Agreement or any other agreement between the Executive and the Company or any of its Affiliates.

“**Intellectual Property**” means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive’s employment that relate either to the business of the Company or any of its Affiliates or to any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates. For the avoidance of doubt, Intellectual Property does not include the prior inventions set forth on Exhibit B hereto; provided, however that the Executive agrees that he will not incorporate such prior inventions into any product, operation, process or service of the Company or any of its Affiliates.

“**Person**” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any of its Affiliates.

8. **Conflicting Agreements.** The Executive hereby represents and warrants that his signing of this Agreement and the performance of his obligations under it will not breach or be in conflict with any other agreement to which the Executive are a party or are bound, and that the Executive is not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of his obligations under this Agreement. The Executive agrees that the Executive will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party’s consent.

9. **Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company to the extent required by applicable law.

10. **Assignment.** Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement without the Executive's consent to one of its Affiliates or to any person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of their respective successors, executors, administrators, heirs and permitted assigns.

11. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent 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.

12. **Miscellaneous.** This Agreement sets forth the entire agreement between the Executive and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by the Executive and an expressly authorized representative of the Board. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This is a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction.

13. **Legal Fees.** The Executive shall be entitled to payment or reimbursement of reasonable legal fees in an amount not to exceed \$10,000 in connection with the review, negotiation, preparation of this Agreement or the Non-Statutory Stock Option Agreement between the Executive and Parent.

14. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to the Executive at his last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.

The Executive acknowledges that the Company provided him with this Agreement by the earlier of (i) the date of a formal offer of employment from the Company or (ii) ten (10) business days before the Effective Date. The Executive acknowledges that he has been and is hereby advised of his right to consult an attorney before signing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE EXECUTIVE:

/s/ Kenneth DiPietro

Kenneth DiPietro

THE COMPANY:

By: /s/ N. Anthony Coles, M.D

Name: N. Anthony Coles, M.D.

Title: Executive Chairman

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of June 25, 2019 by and between Cerevel Therapeutics, LLC (the "Company") and Orly Mishan (the "Executive").

WHEREAS, the Executive possesses certain experience and expeliise that qualifies her to provide the direction and leadership required by the Company; and

WHEREAS, the Company desires to employ the Executive as Chief Business Officer of the Company and the Executive wishes to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Company and the Executive agree as follows:

1. **Position and Duties.**

(a) Effective as of July 15, 2019 (the "Effective Date"), the Executive will be employed by the Company, on a full-time basis, as its Chief Business Officer, reporting initially to the Company's Executive Chairman and thereafter to the Company's Chief Executive Officer. The Executive will be a member of the Company's Executive Committee. The Executive shall be based at the Company's offices in the greater Boston area. In addition, the Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation.

(b) The Executive agrees to perform the duties of her position and such other duties as may reasonably be assigned to the Executive from time to time. The Executive also agrees that, while employed by the Company, she will devote her full business time and her best effolis, business judgment, skill and knowledge exclusively to the advancement of the business interests of the Company and its Affiliates and to the discharge of her duties and responsibilities for them. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during her employment, except as may be expressly approved in advance by the Board of Directors of Cerevel Therapeutics, Inc. ("Parent") (or such other board of directors or managers as may be designated as the operative governing entity of the Company, the "Board") in writing; provided, however, that the Executive may participate in the activities set forth on Exhibit A hereto and may without advance consent participate in charitable activities and engage in personal investment activities, in each case to the extent such activities, individually or in the aggregate, do not materially interfere with the performance of the Executive's duties under this Agreement, create a conflict of interest or violate any provision of Section 3 of this Agreement.

(c) The Executive agrees that, while employed by the Company, she will comply with all written Company policies, practices and procedures and all written codes of ethics or business conduct applicable to her position, as in effect from time to time.

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2. **Compensation and Benefits.** During the Executive's employment hereunder, as compensation for all services performed by the Executive for the Company and its Affiliates, the Company will provide the Executive the following compensation and benefits:

(a) **Base Salary.** The Company will pay the Executive a base salary at the rate of \$410,000 per year, payable in accordance with the regular payroll practices of the Company and subject to increase from time to time by the Board in its discretion (as increased, from time to time, the "**Base Salary**").

(b) **Bonus Compensation.** For each fiscal year completed during the Executive's employment under this Agreement, the Executive will be eligible to earn an annual bonus (each, an "**Annual Bonus**"). The Executive's target bonus will be forty percent (40%) of the Base Salary (the "**Target Bonus**"), prorated for a partial initial year of employment, with the actual amount of any such Annual Bonus to be determined by the Board in its discretion, based on the Executive's performance and the Company's performance against goals established by the Board in its discretion after consultation with the Chief Executive Officer of the Company, who shall consult with the Executive prior to such consultation with the Board. Except as provided in Section 5, in order to receive any Annual Bonus hereunder, the Executive must be employed through the last day of the year to which such Annual Bonus relates. Any Annual Bonus will be paid in the calendar year immediately following the conclusion of the fiscal year to which such Annual Bonus relates.

(c) **Equity.** The Executive will be eligible for participation in the Cerevel Therapeutics, Inc. 2018 Equity Incentive Plan (the "**Plan**"). Subject to the receipt of any required approvals and the Executive's continued employment through the grant date, which will be as soon as practicable following the Effective Date, the Executive will be granted an option to purchase 323,077 shares of the Company's common stock, which as of the date of this letter, represents approximately 0.60% of the Company's fully diluted shares outstanding (the "**Option**" or "**Award**"). The Option will have an exercise price of not less than the fair market value of the Company's common stock on the date it is granted, as determined by the Company. The Option will be evidenced by a form of stock option agreement and will be subject to the terms of the Plan, the applicable stock option agreement, any other applicable stockholders agreements, and any other restrictions and limitations generally applicable to the common stock of the Company or equity awards held by the Company's executives or otherwise imposed by law. In the event of any conflict between this Agreement and the terms of the stock option agreement or Plan, the stock option agreement or Plan will control. In no event shall the Company or any person affiliated with the Company have any liability with respect to the failure of any compensation or benefits provided to the Executive to be exempt from, or comply with, Section 409A of the Internal Revenue Code.

(d) **Participation in Employee Benefit Plans.** The Executive will be entitled to participate in all employee benefit plans from time to time in effect for senior employees of comparable status of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided to the Executive under this Agreement (e.g., a severance pay plan). The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.



(e) Vacations. The Executive will be entitled to earn vacation days in accordance with the policies of the Company as in effect for senior employees of comparable status, as in effect from time to time. Vacation may be taken at such times and intervals as the Executive shall determine, subject to the business needs of the Company.

(f) Business Expenses. The Company will pay or reimburse the Executive for all reasonable business expenses incurred or paid by the Executive in the performance of her duties and responsibilities for the Company, subject to Company policy as in effect from time to time and to such reasonable substantiation and documentation as may be specified by the Company from time to time. The Executive's right to payment or reimbursement hereunder or under Section 3(g) below shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

(g) Co-Investment. To the extent the Company establishes a program allowing senior employees of comparable status to the Executive ("Senior Employees") to purchase common stock of Parent, the Executive will be eligible to participate in such program.

(h) Tag-Along Rights. In the event Parent offers tag-along rights on sales by any Lead Investor (as defined in the Stockholders Agreement by and among Parent and the stockholders party thereto, dated September 24, 2018, as it may be amended from time to time) to Senior Employees with respect to their shares of common stock of Parent, the Executive will also be eligible for such rights on the same terms as applicable to other Senior Employees.

### 3. **Confidential Information and Restricted Activities.**

(a) Confidential Information. During the course of the Executive's employment with the Company, the Executive will learn of Confidential Information, and will develop Confidential Information on behalf of the Company and its Affiliates. The Executive agrees that she will not use or disclose to any Person (except as required by applicable law or for the proper performance of her regular duties and responsibilities for the Company) any Confidential Information obtained by the Executive incident to her employment or any other association with the Company or any of its Affiliates. The Executive agrees that this restriction will continue to apply after her employment terminates, regardless of the reason for such termination. For the avoidance of doubt, (i) nothing contained in this Agreement limits, restricts or in any other way affects the Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (ii) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (y) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (z) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, the Executive may be held liable if she unlawfully accesses trade secrets by unauthorized means.

(b) Protection of Documents. All documents, records and files, in any media of whatever kind and description, relating to the business, present or otherwise, of the Company or any of its Affiliates, and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company. The Executive agrees to safeguard all Documents and to surrender to the Company, at the time her employment terminates or at such earlier time or times as the Board or its designee may specify, all Documents then in her possession or control. The Executive also agrees to disclose to the Company, at the time her employment terminates or at such earlier time or times as the Board or its designee may specify, all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, any information which the Executive has password-protected on any computer equipment, network or system of the Company or any of its Affiliates.

(c) Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) her full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Company will compensate the Executive at an hourly rate calculated based on her final Base Salary for time spent in complying with these obligations at the request of the Company following the termination of the Executive's employment. All copyrightable Intellectual Property that the Executive creates during her employment shall be considered "work made for hire" and shall, upon creation, be owned exclusively by the Company.

(d) Restricted Activities. In consideration of and as a condition of Executive's employment by the Company, and of the compensation and other benefits to be provided to Executive hereunder, and in recognition of the fact that, as an executive of the Company, Executive will have access to the Company's Confidential Information, including trade secrets and in exchange for other good and valuable consideration, including without limitation the Annual Bonus opportunity, the Option, and the Severance Payments provided herein, the Executive agrees that the following restrictions on her activities during her employment are necessary to protect the goodwill, Confidential Information, trade secrets and other legitimate interests of the Company and its Affiliates:

(i) While the Executive is employed by the Company and during the twelve (12)-month period immediately following termination of her employment for any reason except termination due to layoff or termination by the Company without Cause (in the aggregate, the "Non-Competition Period"), the Executive will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, engage in or compete with, or undertake any planning to engage in or compete with any small molecule programs directed at drugging the following targets with the specified pharmacological approaches: (a) Dopamine D1 receptor agonists, (b) GABA alpha2/alpha3 selective PAMs, (c) Muscarinic M4 receptor PAMs or full orthosteric agonists, (d) Dopamine D3 antagonists, (e) Kappa opiate receptor antagonist, (f) LRRK.2 enzyme inhibitors, (g) PDE4 enzyme inhibitors, (h) GBA enzyme activators, and/or (i) APOE3 modulators, or any other program conducted or in active and definitive planning to be conducted by the Company or any of its Affiliates at any time during the Executive's employment with the Company or, with respect to the portion of the Non-Competition Period that follows termination of the Executive's employment, at the time of such termination (each, a "Competing Program"), in any case involving any of the services that the Executive provided to the Company or any of its Affiliates in connection with a Competing Program at any time during the Executive's employment with the Company or, with respect to the portion of the Non-Competition Period that follows the termination of the Executive's employment, during the last two (2) years of the Executive's employment with the Company (collectively, the "Competitive Activities"), in any geographic area where the Company or any of its Affiliates conducts or is actively planning to conduct business any time during the Executive's employment with the Company or, with respect to the portion of the Non-Competition Period that follows termination of the Executive's employment, in any geographic area in which the Executive at any time within the last two (2) years of the Executive's employment with the Company provided services or had a material presence or influence in each case in connection with a Competing Program.

(ii) While the Executive is employed by the Company and during the twenty-four (24)-month period immediately following termination of her employment for any reason (in the aggregate, the "Non-Solicitation Period"), the Executive will not, directly or indirectly, solicit or encourage, or otherwise take any action that causes or is reasonably likely to cause, any customer, vendor, supplier or other business partner of the Company or any of its Affiliates to terminate or diminish his, her or its relationship with any of them: provided, however, that this restriction shall apply following termination of the Executive's employment (y) only with respect to those Persons who are or have been a business partner of the Company or any of its Affiliates at any time within the twelve (12)-month period immediately prior to the Executive's termination of employment or whose business has been solicited on behalf of the Company or any of its Affiliates by any of their officers, employees or agents within such twelve (12)-month period, other than by first class letter, blanket mailing or published advertisement, and (z) only if the Executive has performed work for such Person during her employment with the Company or any of its Affiliates or been introduced to, or otherwise had contact with, such Person as a result of her employment or other associations with the Company or one of its Affiliates or has had access to Confidential Information which would assist in her solicitation of such Person.

(iii) During the Non-Solicitation Period, the Executive will not, directly or indirectly, (a) hire or engage, or solicit for hiring or engagement, any employee of the Company or any of its Affiliates or seek to persuade any such employee to discontinue employment or (b) solicit or encourage any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish his, her or its relationship with any of them. For the purposes of this Section 3(d)(iii), an "employee" or an "independent contractor" of the Company or any of its Affiliates is any Person who was such at any time during the Executive's employment or, with respect to the portion of the Non-Solicitation Period that follows the termination of her employment, during twelve (12)-month period immediately preceding the Executive's termination of employment.

(e) In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on the Executive under this Section 3. The Executive agrees without reservation that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further agrees that, were the Executive to breach any of the covenants contained in this Section 3, the damage to the Company and its Affiliates would be irreparable. The Executive therefore agrees that the Company, in addition and not in the alternative to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any such covenants, without having to post bond. In any action with respect to the enforcement of the covenants contained in this Section 3, the prevailing party shall be entitled to an award of its reasonable attorney's fees incurred in connection with such action. The Executive further agrees that the Non-Solicitation Period shall be tolled, and shall not run, during the period of any breach by the Executive of any of the covenants contained in Sections 3(d)(ii) and 3(d)(iii). The Executive and the Company further agree that, in the event that any provision of this Section 3 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. It is also agreed that each of the Company's Affiliates shall have the right to enforce all of the Executive's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 3. No claimed breach of this Agreement or other violation of law attributed to the Company or any of its Affiliates, or change in the nature or scope of the Executive's employment or other relationship with the Company or any of its Affiliates, shall operate to excuse the Executive from the performance of her obligations under this Section 3.

4. **Termination of Employment.** The Executive's employment under this Agreement shall continue until terminated pursuant to this Section 4.

(a) By the Company For Cause. The Board may terminate the Executive's employment for Cause upon notice to the Executive setting forth in reasonable detail the nature of the Cause, provided that the Executive has an opportunity, with the benefit of legal counsel, to be heard by the Board (which opportunity may occur by telephone or videoconference). For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following, as determined by the Board in its reasonable judgment: (i) the Executive's failure to comply with a material directive of the Company's Chief Executive Officer or the Board, or gross negligence in the performance of the Executive's duties and responsibilities to the Company or any of its Affiliates; (ii) the Executive's material breach of this Agreement or any other written agreement between the Executive and the Company or any of its Affiliates; (iii) the Executive's indictment for, or plea of nolo contendere to, a felony or other crime involving moral turpitude that causes or could reasonably be expected to cause material harm to the business interests or reputation of the Company or any of its Affiliates; (iv) fraud, theft, embezzlement or other intentional misconduct by the Executive that is or could reasonably be expected to be materially harmful to the business interests or reputation of the Company or any of its Affiliates; and/or, solely for purposes of the application of the non-competition provision in Section 3(d)(i) of this Agreement: (v) (A) the Executive's performance (or nonperformance) of her duties and responsibilities to the Company or any of its Affiliates in a manner deemed by the Company to be in any way unsatisfactory, (B) the Executive's breach of this Agreement or any other agreement between the Executive and the Company or any of its Affiliates, or (C) the Executive's violation of or disregard for any rule or procedure or policy of the Company or any of its Affiliates, or any other reasonable basis for Company dissatisfaction with the Executive, including for reasons such as lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior. For the avoidance of doubt, the above Section 4(a)(v) does not apply to determining the Executive's eligibility for Severance Benefits or to any other provision of this Agreement other than Section 3(d)(i), nor does it apply to any other agreement to which the Executive is a party. Further, Cause shall not exist hereunder, in the case of (i) or (ii) above, unless the Company has provided the Executive with written notice of the event(s) alleged to constitute Cause thereunder and, if such event(s) are susceptible to cure, a 15 day period to cure following the receipt of such notice in which the Executive has failed to cure such event(s).

(b) By the Company Without Cause. The Company may terminate the Executive's employment at any time other than for Cause upon ten (10) days' notice to the Executive (during which period (or any portion thereof) the Executive may be placed on paid administrative leave).

(c) By the Executive for Good Reason. The Executive may terminate her employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean, without Executive's consent, (i) any diminution in the Base Salary or Target Bonus, unless applied across-the-board to all similarly-situated executives of the Company and not more than 5%, (ii) any material diminution in the Executive's titles, authorities, duties, or responsibility, (iii) a permanent reassignment of the Executive's primary office to a location more than 35 miles from the Company's offices in Massachusetts, or (iv) a material breach by the Company of this Agreement or any material breach by the Company or any of its Affiliates of any other written agreement with the Executive; provided, however, Good Reason shall not exist hereunder, unless the Executive has provided the Company with written notice of the event(s) alleged to constitute Good Reason within 30 days of the initial occurrence of such event(s), and the Company has failed to cure such event(s) within 30 days following its receipt of such notice. The Executive may terminate her employment for Good Reason at any time within the 30-day period after the 30 day cure period has expired.

(d) By the Executive without Good Reason. The Executive may terminate her employment at any time upon sixty (60) days' notice to the Company. The Board may elect to waive such notice period or any portion thereof if the Executive consents to the waiver of such notice period in writing or without her written consent if the Company pays the Executive her Base Salary for the period so waived.

(e) Death and Disability. The Executive's employment hereunder shall automatically terminate in the event of the Executive's death during employment. The Company may terminate the Executive's employment, upon notice to the Executive, in the event that the Executive becomes disabled during her employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of her duties and responsibilities hereunder, even with a reasonable accommodation, for a period of ninety (90) consecutive days or one hundred and twenty (120) days (whether or not consecutive) during any period of three hundred sixty-five (365) consecutive days. If any question shall arise as to whether the Executive is disabled to the extent that she is unable to perform substantially all of her duties and responsibilities for the Company and its Affiliates, the Executive shall, at the Company's request, submit to a medical examination by a physician selected by the Company to whom the Executive or the Executive's guardian, if any, has no reasonable objection to determine whether the Executive is so disabled, and such determination shall for purposes of this Agreement be conclusive of the issue. If such a question arises and the Executive fails to submit to the requested medical examination, the Company's good faith, reasonable determination of the issue shall be binding on the Executive.

5. **Other Matters Related to Termination.**

(a) Final Compensation. In the event of termination of the Executive's employment with the Company, howsoever occurring, the Company shall pay the Executive (i) the Base Salary for the final payroll period of her employment, through the date her employment terminates; (ii) any bonus in respect of a prior year which has not yet been paid, payable at such time when such bonus would otherwise have been paid; (iii) compensation at the rate of the Base Salary for any vacation time earned but not used as of the date her employment terminates; and (iv) reimbursement, in accordance with Section 2(f) hereof, for business expenses incurred by the Executive but not yet paid to the Executive as of the date her employment terminates, provided that the Executive submits all expenses and supporting documentation required within sixty (60) days of the date her employment terminates, and provided further that such expenses are reimbursable under Company policies then in effect (all of the foregoing, "Final Compensation"). Except as otherwise provided in Sections 5(a)(ii) and 5(a)(iii), Final Compensation will be paid to the Executive within thirty (30) days following the date of termination or such shorter period required by law.

(b) Severance Payments. In the event of any termination of the Executive's employment pursuant to Sections 4(a)(v) (and, for the avoidance of doubt, for reasons that would not constitute Cause pursuant to Section 4(a)(i)-(iv)), 4(b) or 4(c) above, the Company will pay the Executive, in addition to Final Compensation, the following (the "Severance Benefits"):

(i) the Base Salary for a period of twelve (12) months following the date of termination (such period, the "Severance Period" and such payments, the "Severance Payments");

(ii) the Target Bonus for the year of termination, prorated for the number of days during the year in which the Executive's employment terminates that the Executive was employed by the Company (based upon a 365-day year); and

(iii) in the event the Executive timely elects to continue the Executive's coverage and, if applicable, that of the Executive's eligible dependents in the Company's group health plans under the federal law known as "COBRA" or similar state law (together, "COBRA"), the Company shall pay the Executive a monthly amount equal to the portion of the monthly health premiums paid by the Company on the behalf of active employees and, if applicable, their eligible dependents until the earlier of (A) the conclusion of the Severance Period and (B) the date that the Executive and, if applicable, the Executive's eligible dependents cease to be eligible for such COBRA coverage under applicable law or plan terms (the "Health Continuation Benefits").

(c) Conditions To And Timing Of Severance Payments. Any obligation of (i) the Company to provide the Executive the Severance Benefits and/or (ii) Parent to provide the accelerated vesting of Options described in Paragraph 2 of Schedule A of the Award is, in each case, conditioned on her signing and returning, without revoking, to the Company a timely and effective separation agreement containing a general release of claims and other customary terms, including post-employment restrictive covenants substantially similar to those found in this Agreement, in the form provided to the Executive by the Company at the time that the Executive's employment terminates (the "Separation Agreement"). The Separation Agreement must become effective, if at all, by the sixtieth (60th) calendar day following the date the Executive's employment terminates. Any Severance Payments and Health Continuation Benefits to which the Executive is entitled will be payable in the form of salary continuation in accordance with the normal payroll practices of the Company. The first such payment, together with the pro-rated Target Bonus described under Section 5(b)(iii) above, will be made on the Company's next regular payday following the expiration of sixty (60) calendar days from the date that the Executive's employment terminates, but will be retroactive to the day following such date of termination. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits would subject the Company to any tax or penalty under Section 105(h) of the Internal Revenue Code, as amended (the "Code"), the Patient Protection and Affordable Care Act, as amended, any regulations or guidance issued thereunder, or any other applicable law, in each case, as determined by the Company, the Executive and the Company shall work together in good faith to restructure such benefit.

(d) Benefits Termination. Except for any right the Executive may have under COBRA or other applicable law to continue participation in the Company's group health and dental plans at her cost and except as expressly provided in Section 5(b)(ii) of this Agreement, the Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the date of termination of her employment, without regard to any continuation of the Base Salary or other payment to the Executive following termination of her employment, and the Executive shall not be eligible to earn vacation or other paid time off following the termination of her employment.

(e) Survival. Provisions of this Agreement shall survive any termination of employment if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the Executive's obligations under Section 3 of this Agreement. The obligation of the Company to make payments to the Executive under Section 5(b), and the Executive's right to retain the same, are expressly conditioned upon her continued full performance of her obligations under Section 3 of this Agreement. Upon termination by either the Executive or the Company, all rights, duties and obligations of the Executive and the Company to each other shall cease, except as otherwise expressly provided in this Agreement.

## 6. **Timing of Payments and Section 409A.**



(a) Notwithstanding anything to the contrary in this Agreement, if at the time the Executive's employment terminates, the Executive is a "specified employee," as defined below, any and all amounts payable under this Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6)- month period or, if earlier, upon the Executive's death; except (A) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury regulation Section 1.409A-1 (b) (including without limitation by reason of the safe harbor set forth in Section 1.409A-1(b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (B) benefits which qualify as excepted welfare benefits pursuant to Treasury regulation Section 1.409A-1(a)(5); or (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Code, as amended ("Section 409A").

(b) For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

(c) Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(d) In no event shall the Company have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

7. **Definitions.** For purposes of this Agreement, the following definitions apply:

"Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise; provided, however, that Affiliates does not include any portfolio company of any investment fund associated with Bain Capital Private Equity, L.P. other than the Company and its direct and indirect parents and subsidiaries.

"Confidential Information" means any and all information of the Company and its Affiliates that is not generally available to the public. Confidential Information also includes any information received by the Company or any of its Affiliates from any Person with any understanding, express or implied, that it will not be disclosed. Confidential Information does not include information that (i) is generally known to the industry in which the Company operates or the public, other than as a result of Executive's breach of this Agreement or any other agreement between the Executive and the Company or any of its Affiliates, (ii) is made legitimately available to the Executive by a third party without breach of any confidential obligation of which Executive has knowledge, (iii) is generally applicable business or industry know-how or acumen of the Executive which does not embody and is not predicated upon Confidential Information; or (iv) enters the public domain, other than through the Executive's breach of her obligations under this Agreement or any other agreement between the Executive and the Company or any of its Affiliates.



"**Intellectual Property**." means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive's employment that relate either to the business of the Company or any of its Affiliates or to any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.

"**Person**" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any of its Affiliates.

8. **Conflicting Agreements.** The Executive hereby represents and warrants that her signing of this Agreement and the performance of her obligations under it will not breach or be in conflict with any other agreement to which the Executive are a party or are bound, and that the Executive is not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of her obligations under this Agreement. The Executive agrees that the Executive will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party's consent.

9. **Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company to the extent required by applicable law.

10. **Assignment.** Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement without the Executive's consent to one of its Affiliates or to any Person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of their respective successors, executors, administrators, heirs and permitted assigns.

11. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent 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.

12. **Miscellaneous.** This Agreement sets forth the entire agreement between the Executive and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by the Executive and an expressly authorized representative of the Board. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This is a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction.

13. **Legal Fees.** The Executive shall be entitled to payment or reimbursement of reasonable legal fees in an amount not to exceed \$10,000 in connection with the review, negotiation, preparation of this Agreement or the Non-Statutory Stock Option Agreement between the Executive and Parent.

14. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to the Executive at her last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.

The Executive acknowledges that the Company provided her with this Agreement by the earlier of (i) the date of a formal offer of employment from the Company or (ii) ten (10) business days before the Effective Date. The Executive acknowledges that she has been and is hereby advised of her right to consult an attorney before signing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE EXECUTIVE:

/s/ Orly Mishan

Orly Mishan

THE COMPANY:

By: /s/ N. Anthony Coles

Name: N. Anthony Coles, M.D.

Title: Executive Chairman

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of November 8, 2019 by and between Cerevel Therapeutics, LLC (the "Company") and Bryan Phillips (the "Executive").

WHEREAS, the Executive possesses certain experience and expertise that qualifies the Executive to provide the direction and leadership required by the Company; and

WHEREAS, the Company desires to employ the Executive as Chief Legal Officer of the Company and the Executive wishes to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Company and the Executive agree as follows:

1. **Position and Duties.**

(a) Effective as of December 2, 2019 (the "Effective Date"), the Executive will be employed by the Company, on a full-time basis, as its Chief Legal Officer, reporting to the Company's Chief Executive Officer. The Executive will be a member of the Company's Executive Committee. The Executive shall be based at the Company's offices in the greater Boston area. In addition, the Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation.

(b) The Executive agrees to perform the duties of the Executive's position and such other duties as may reasonably be assigned to the Executive from time to time. The Executive also agrees that, while employed by the Company, the Executive will devote the Executive's full business time and the Executive's best efforts, business judgment, skill and knowledge exclusively to the advancement of the business interests of the Company and its Affiliates and to the discharge of the Executive's duties and responsibilities for them. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during the Executive's employment, except as may be expressly approved in advance by the Board of Directors of Cerevel Therapeutics, Inc. ("Parent") (or such other board of directors or managers as may be designated as the operative governing entity of the Company, the "Board") in writing; provided, however, that the Executive may participate in the activities set forth on Exhibit A hereto and may without advance consent participate in charitable activities (including, but not limited to, continued service on the Board of Trustees of the Science Museum of Minnesota through Executive's present term) and engage in personal investment activities, in each case to the extent such activities, individually or in the aggregate, do not materially interfere with the performance of the Executive's duties under this Agreement, create a conflict of interest or violate any provision of Section 3 of this Agreement or the Restrictive Covenant Agreement (as defined below).

(c) The Executive agrees that, while employed by the Company, the Executive will comply with all written Company policies, practices and procedures and all written codes of ethics or business conduct applicable to the Executive's position, as in effect from time to time.

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2. **Compensation and Benefits.** During the Executive's employment hereunder, as compensation for all services performed by the Executive for the Company and its Affiliates, the Company will provide the Executive the following compensation and benefits:

(a) **Base Salary.** The Company will pay the Executive a base salary at the rate of \$410,000 per year, payable in accordance with the regular payroll practices of the Company and subject to annual review and increase from time to time by the Board in its discretion (as increased, from time to time, the "Base Salary").

(b) **Bonus Compensation.** For each fiscal year completed during the Executive's employment under this Agreement, the Executive will be eligible to earn an annual bonus (each, an "Annual Bonus"). The Executive's target bonus will be 40% of the Base Salary (the "Target Bonus"), with the actual amount of any such Annual Bonus to be determined by the Board in its discretion, based on the Executive's performance and the Company's performance against goals established by the Board in its discretion after consultation with the Chief Executive Officer of the Company, who shall consult with the Executive prior to such consultation with the Board. Any Annual Bonus for the Executive's initial year of employment with the Company shall be prorated based on the Effective Date. Except as provided in Section 5, in order to receive any Annual Bonus hereunder, the Executive must be employed through the last day of the fiscal year to which such Annual Bonus relates. Any Annual Bonus will be paid in the calendar year immediately following the conclusion of the fiscal year to which such Annual Bonus relates.

(c) **Equity.** The Executive will be eligible for participation in the Cerevel Therapeutics, Inc. 2018 Equity Incentive Plan (the "Plan"). Subject to the receipt of any required approvals (including any required Board approvals) and the Executive's continued employment through the grant date, which will be as soon as practicable following the Effective Date, the Executive will be granted an option to purchase shares of the Company's common stock, which as of the date of this letter, represents approximately 0.45% of the Company's fully diluted shares outstanding (the "Option" or "Award"). The Option will have an exercise price of not less than the fair market value of the Company's common stock on the date it is granted, as determined by the Company. The Option will be evidenced by a form of stock option agreement and will be subject to the terms of the Plan, the applicable stock option agreement, any other applicable stockholders' agreements (collectively, the "Equity Documents"), and any other restrictions and limitations generally applicable to the common stock of the Company or equity awards held by the Company's executives or otherwise imposed by law. In the event of any conflict between this Agreement and the Equity Documents, the Equity Documents will control.

(d) **Participation in Employee Benefit Plans.** The Executive will be entitled to participate in all employee benefit plans from time to time in effect for senior employees of comparable status of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided to the Executive under this Agreement (e.g., a severance pay plan), in which event this Agreement shall control unless this Agreement expressly provides otherwise. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

(e) Vacations. The Executive will be entitled to vacation days in accordance with the policies of the Company as in effect for senior employees of comparable status, as in effect from time to time. Vacation may be taken at such times and intervals as the Executive shall determine, subject to the business needs of the Company.

(f) Business Expenses. The Company will pay or reimburse the Executive for all reasonable business expenses incurred or paid by the Executive in the performance of the Executive's duties and responsibilities for the Company, subject to Company policy as in effect from time to time and to such reasonable substantiation and documentation as may be specified by the Company from time to time. The Executive's right to payment or reimbursement hereunder shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

(g) Signing Bonus. The Executive shall be eligible to receive a one-time cash signing bonus in the amount of \$170,000 (the "Signing Bonus"). The Signing Bonus will be payable by the Company in January 2020 (but in no event prior to 30 days following the Effective Date), subject to the Executive's employment with the Company on the payment date. In the event the Executive terminates the Executive's employment hereunder without Good Reason or the Executive's employment is terminated by the Company for Cause: (i) before the twelve (12)- month anniversary of the Effective Date, the Executive shall repay to the Company the full amount of the Signing Bonus; or (ii) on or after the twelve (12)-month anniversary of the Effective Date but before the twenty-four (24)-month anniversary of the Effective Date, the Executive shall repay to the Company fifty percent (50%) of the Signing Bonus. Any repayment shall occur within thirty (30) days following the date of termination . As a condition of receiving the Signing Bonus, the Executive shall commence employment with the Company by December 2, 2019. If the Executive does not commence employment by December 2, 2019, the Executive shall not receive any Signing Bonus.

(h) Relocation and Commuting Expenses. To help defray the Executive's relocation and commuting expenses, the Company shall pay the Executive a lump sum payment of \$200,000, grossed up for any taxes on such payment (such that the Executive shall receive the foregoing amount net after taxes) (collectively, the "Relocation Lump Sum") in January 2020 (but in no event prior to 30 days following the Effective Date), subject to the Executive's employment with the Company on the payment date. The Executive agrees to relocate to the greater Boston, Massachusetts area on or before the twenty-four (24)-month anniversary of the Effective Date (the "Relocation Deadline"). Until the Executive relocates, (i) the Executive shall commute to the Company's offices in Boston on a weekly basis from his current home state; and (ii) the Executive agrees that he typically shall spend four days a week physically working from the Company's Boston offices. If the Executive terminates the Executive's employment hereunder without Good Reason or the Executive's employment is terminated by the Company for Cause, in either case prior to the Relocation Deadline, or if the Executive remains employed by the Company but fails to relocate to the Boston area prior to the Relocation Deadline, the Executive shall repay to the Company the entire Relocation Lump Sum within 30 days after (i) the Relocation Deadline or (ii) if earlier, the date of the Executive's termination of employment with the Company.

(i) **Co-Investment.** To the extent the Company establishes a program allowing senior employees of comparable status to the Executive ("Senior Employees") to purchase common stock of Parent, the Executive will be eligible to participate in such program.

(j) **Tag-Along Rights.** In the event Parent offers tag-along rights on sales by any Lead Investor (as defined in the Stockholders Agreement by and among Parent and the stockholders party thereto, dated September 24, 2018, as it may be amended from time to time) to Senior Employees with respect to their shares of common stock of Parent, the Executive will also be eligible for such rights on the same terms as applicable to other Senior Employees.

### **3. Restricted Activities.**

(a) As a condition of employment, the Executive will be required to enter into the Restrictive Covenant Agreement attached hereto as Exhibit B (the "Restrictive Covenant Agreement"). The Executive acknowledges and agrees that the Executive received the Restrictive Covenant Agreement with this Agreement and at least ten (10) business days before the commencement of the Executive's employment.

(b) **Litigation and Regulatory Cooperation.** During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out of pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 3(b).

4. **Termination of Employment.** The Executive's employment under this Agreement shall continue until terminated pursuant to this Section 4.

(a) **By the Company For Cause.** The Board may terminate the Executive's employment for Cause upon notice to the Executive setting forth in reasonable detail the nature of the Cause. For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following, as determined by the Board in its reasonable judgment: (i) the Executive's failure to comply with a material directive of the Company's Chief Executive Officer or the Board, or gross negligence in the performance of the Executive's duties and responsibilities to the Company or any of its Affiliates; (ii) the Executive's material breach of this Agreement, the Restrictive Covenant Agreement or any other written agreement between the Executive and the Company or any of its Affiliates; (iii) the Executive's commission of, indictment for, or plea of nolo contendere to: a felony, or another crime involving moral turpitude that causes or could reasonably be expected to cause material harm to the business interests or reputation of the Company or any of its Affiliates; (iv) fraud, theft, embezzlement, unlawful harassment or other intentional misconduct by the Executive that (with respect to such other intentional misconduct only) is or could reasonably be expected to be materially harmful to the business interests or reputation of the Company or any of its Affiliates. Further, Cause shall not exist hereunder, in the case of (i) or (ii) above, unless the Company has provided the Executive with written notice of the event(s) alleged to constitute Cause thereunder and, if such event(s) are susceptible to cure, a 15 day period to cure following the receipt of such notice in which the Executive has failed to cure such event(s).

(b) By the Company Without Cause. The Company may terminate the Executive's employment at any time without Cause upon ten (10) days' notice to the Executive (during which period (or any portion thereof) the Executive may be placed on paid administrative leave).

(c) By the Executive for Good Reason. The Executive may terminate the Executive's employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean, without Executive's consent, (i) any diminution in the Base Salary or Target Bonus, unless applied across-the-board to all similarly-situated executives of the Company and not more than 5%, (ii) any material diminution in the Executive's titles, duties, or responsibilities, (iii) a permanent reassignment of the Executive's primary office to a location more than 35 miles from the Company's offices in Massachusetts, or (iv) a material breach by the Company of this Agreement; provided, however, Good Reason shall not exist hereunder, unless the Executive has provided the Company with written notice of the event(s) alleged to constitute Good Reason within 30 days of the initial occurrence of such event(s), and the Company has failed to cure such event(s) within 30 days following its receipt of such notice. The Executive may terminate the Executive's employment for Good Reason at any time within the 30-day period after the 30 day cure period has expired.

(d) By the Executive without Good Reason. The Executive may terminate the Executive's employment at any time upon sixty (60) days' notice to the Company. The Board may elect to waive such notice period or any portion thereof if the Executive consents to the waiver of such notice period in writing or without his written consent if the Company pays the Executive the Executive's Base Salary for the period so waived.

(e) Death and Disability. The Executive's employment hereunder shall automatically terminate in the event of the Executive's death during employment. The Company may terminate the Executive's employment, upon notice to the Executive, in the event that the Executive becomes disabled during the Executive's employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of the Executive's duties and responsibilities hereunder, even with a reasonable accommodation, for a period of ninety (90) consecutive days or one hundred and twenty (120) days (whether or not consecutive) during any period of three hundred sixty-five (365) consecutive days. If any question shall arise as to whether the Executive is disabled to the extent that the Executive is unable to perform substantially all of the Executive's duties and responsibilities for the Company and its Affiliates, the Executive shall, at the Company's request, submit to a medical examination by a physician selected by the Company to whom the Executive or the Executive's guardian, if any, has no reasonable objection to determine whether the Executive is so disabled, and such determination shall for purposes of this Agreement be conclusive of the issue. If such a question arises and the Executive fails to submit to the requested medical examination, the Company's good faith, reasonable determination of the issue shall be binding on the Executive.



5. **Other Matters Related to Termination.**

(a) **Final Compensation.** In the event of termination of the Executive's employment with the Company, howsoever occurring, the Company shall pay the Executive (i) the Base Salary for the final payroll period of the Executive's employment, through the date the Executive's employment terminates; (ii) any bonus in respect of a prior year which has not yet been paid, payable at such time when such bonus would otherwise have been paid; (iii) reimbursement, in accordance with Section 2(f) hereof, for business expenses incurred by the Executive but not yet paid to the Executive as of the date the Executive's employment terminates, provided that the Executive submits all expenses and supporting documentation required within sixty (60) days of the date the Executive's employment terminates, and provided further that such expenses are reimbursable under Company policies then in effect (all of the foregoing, "**Final Compensation**"). Except as otherwise provided in Sections 5(a)(ii) and 5(a)(iii), Final Compensation will be paid to the Executive within thirty (30) days following the date of termination or such shorter period required by law.

(b) **Severance Payments.** In the event of any termination of the Executive's employment by the Company without Cause under Section 4(b) or by the Executive for Good Reason under Section 4(c), the Company will pay the Executive, in addition to Final Compensation, the following (the "**Severance Benefits**"):

(i) the Base Salary for a period of twelve (12) months following the date of termination (such period, the "**Severance Period**" and such payments, the "**Severance Payments**"), *provided* in the event the Executive is entitled to any Garden Leave Pay (as defined in the Restrictive Covenant Agreement), the Severance Payments received in any calendar year will be reduced by the amount of Garden Leave Pay the Executive is paid in the same such calendar year pursuant to the Restrictive Covenant Agreement;

(ii) the Target Bonus for the year of termination, prorated for the number of days during the year in which the Executive's employment terminates that the Executive was employed by the Company (based upon a 365-day year); and

(iii) in the event the Executive timely elects to continue the Executive's coverage and, if applicable, that of the Executive's eligible dependents in the Company's group health plans under the federal law known as "COBRA" or similar state law (together, "**COBRA**"), the Company shall pay the Executive a monthly amount equal to the portion of the monthly health premiums paid by the Company on the behalf of active employees and, if applicable, their eligible dependents until the earlier of (A) the conclusion of the Severance Period and (B) the date that the Executive and, if applicable, the Executive's eligible dependents cease to be eligible for such COBRA coverage under applicable law or plan terms (the "**Health Continuation Benefits**"). The Executive consents to the deduction of the remaining portion of the monthly health premiums from the Severance Payments.

(c) Conditions To And Timing Of Severance Payments. Any obligation of (i) the Company to provide the Executive the Severance Benefits and/or (ii) Parent to provide the accelerated vesting of Options described in Paragraph 2 of Schedule A of the Award (if applicable) is, in each case, conditioned on the Executive's signing and returning, without revoking, to the Company a timely and effective separation agreement containing a general release of claims and other customary terms, including (in the Company's sole discretion) a reaffirmation of the Executive's obligations under the Restrictive Covenant Agreement, and a seven (7) business day revocation period, in the form provided to the Executive by the Company at or around the time that the Executive's employment terminates (the "Separation Agreement "). The Executive must return to the Company and not revoke the Separation Agreement within the time period required by the Separation Agreement, and in any event, the Separation Agreement must become effective, if at all, by the sixtieth (60<sup>th</sup>) calendar day following the date the Executive's employment terminates. Any Severance Payments and Health Continuation Benefits to which the Executive is entitled will be payable in the form of salary continuation in accordance with the normal payroll practices of the Company. The first such payment, together with the pro-rated Target Bonus described under Section 5(b)(ii) above, will be made on the Company's next regular payday following the expiration of sixty (60) calendar days from the date that the Executive's employment terminates, provided that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Payments, to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A, shall begin to be paid in the second calendar year by the last day of such 60-day period, provided further that the initial payment of the Severance Payments shall include a catch-up payment to cover amounts retroactive to the day following such date of termination. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits would subject the Company to any tax or penalty under Section 105(h) of the Internal Revenue Code, as amended (the "Code"), the Patient Protection and Affordable Care Act, as amended, any regulations or guidance issued thereunder, or any other applicable law, in each case, as determined by the Company, the Executive and the Company shall work together in good faith to restructure such benefit.

(d) Benefits Termination. Except for any right the Executive may have under COBRA or other applicable law to continue participation in the Company's group health and dental plans at the Executive's cost and except as expressly provided in Section 5(b)(iii) of this Agreement, the Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the date of termination of the Executive's employment, without regard to any continuation of the Base Salary or other payment to the Executive following termination of the Executive's employment, and the Executive shall not be eligible for vacation or other paid time off following the termination of the Executive's employment.

(e) Survival. Provisions of this Agreement shall survive any termination of employment if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the Executive's obligations under Section 3 of this Agreement and the Restrictive Covenant Agreement. The obligation of the Company to make payments to the Executive under Section 5(b), and the Executive's right to retain the same, are expressly conditioned upon the Executive's continued full performance of the Executive's obligations under Section 3 of this Agreement and the Restrictive Covenant Agreement. Upon termination of employment by either the Executive or the Company, all rights, duties and obligations of the Executive and the Company to each other shall cease, except as otherwise expressly provided in this Agreement and the Restrictive Covenant Agreement.

**6. Timing of Payments and Section 409A.**

(a) Notwithstanding anything to the contrary in this Agreement or the Restrictive Covenant Agreement, if at the time the Executive's employment terminates, the Executive is a "specified employee," as defined below, any and all amounts payable under this Agreement or the Restrictive Covenant Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6)-month period or, if earlier, upon the Executive's death; except (A) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury regulation Section 1.409A-1(b) (including without limitation by reason of the safe harbor set forth in Section 1.409A-1 (b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (B) benefits which qualify as excepted welfare benefits pursuant to Treasury regulation Section 1.409A-1(a)(5); or (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Code, as amended ("Section 409A").

(b) For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

(c) Each payment made under this Agreement or the Restrictive Covenant Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(d) In no event shall the Company or any person affiliated with the Company have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

**7. Definitions.** For purposes of this Agreement, the following definitions apply:

"Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise; provided, however, that Affiliates does not include any portfolio company of any investment fund associated with Bain Capital Private Equity, L.P. other than the Company and its direct and indirect parents and subsidiaries. "Person" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any of its Affiliates.

8. **Conflicting Agreements.** The Executive hereby represents and warrants that the Executive's signing of this Agreement and the performance of the Executive's obligations under it will not breach or be in conflict with any other agreement to which the Executive is a party or is bound, and that the Executive is not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of the Executive's obligations under this Agreement. The Executive agrees that the Executive will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party's consent.

9. **Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company to the extent required by applicable law.

10. **Assignment.** Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement and the Restrictive Covenant Agreement without the Executive's consent to one of its Affiliates or to any Person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of their respective successors, executors, administrators, heirs and permitted assigns.

11. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent 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.

12. **Miscellaneous.** This Agreement sets forth the entire agreement between the Executive and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment, provided that the Restrictive Covenant Agreement and the Equity Documents remain in full force and effect. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by the Executive and an expressly authorized representative of the Board. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This is a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction.

13. **Legal Fees.** The Executive shall be entitled to payment or reimbursement of reasonable legal fees in an amount not to exceed \$10,000 in connection with the review, negotiation, preparation of this Agreement and the Non-Statutory Stock Option Agreement between the Executive and Parent.

14. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to the Executive at the Executive's last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE EXECUTIVE:

/s/ Bryan Phillips

Bryan Phillips

THE COMPANY:

By: /s/ N. Anthony Coles

Name: N. Anthony Coles, M.D.

Title: Chief Executive Officer

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of July 07, 2020 by and between Cerevel Therapeutics, LLC (the "Company") and Kathleen Tregoning (the "Executive")

WHEREAS, the Executive possesses certain experience and expertise that qualifies the Executive to provide the direction and leadership required by the Company; and

WHEREAS, the Company desires to employ the Executive as Chief Corporate Affairs Officer of the Company and the Executive wishes to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Company and the Executive agree as follows:

**1. Position and Duties.**

(a) Effective as of July 13, 2020 (the "Effective Date"), the Executive will be employed by the Company, on a full-time basis, as its Chief Corporate Affairs Officer, reporting to the Company's Chief Executive Officer. The Executive will be a member of the Company's Executive Committee. The Executive shall be eligible to work remotely but travel to the Boston area may be required as business needs arise. In addition, the Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation

(b) The Executive agrees to perform the duties of the Executive's position and such other duties as may reasonably be assigned to the Executive from time to time. The Executive also agrees that, while employed by the Company, the Executive will devote the Executive's full business time and best efforts, business judgment, skill and knowledge exclusively to the advancement of the business interests of the Company and its Affiliates and to the discharge of the Executive's duties and responsibilities for them. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during the Executive's employment, except as may be expressly approved in advance by the Board of Directors of Cerevel Therapeutics, Inc. ("Parent") (or such other board of directors or managers as may be designated as the operative governing entity of the Company, the ("Board") in writing; provided, however, that the Executive may participate in the activities set forth on Exhibit A hereto and may without advance consent participate in charitable activities and engage in personal investment activities, in each case to the extent such activities, individually or in the aggregate, do not materially interfere with the performance of the Executive's duties under this Agreement, create a conflict of interest or violate any provision of Section 3 of this Agreement or the Restrictive Covenant Agreement (as defined below).

(c) The Executive agrees that, while employed by the Company, the Executive will comply with all written Company policies, practices and procedures and all written codes of ethics or business conduct applicable to the Executive's position, as in effect from time to time.

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2. **Compensation and Benefits.** During the Executive's employment hereunder, as compensation for all services performed by the Executive for the Company and its Affiliates, the Company will provide the Executive the following compensation and benefits:

(a) **Base Salary.** The Company will pay the Executive a base salary at the rate of \$410,000 per year, payable in accordance with the regular payroll practices of the Company and subject to increase from time to time by the Board in its discretion (as increased, from time to time, the ("Base Salary"))

(b) **Bonus Compensation.** For each fiscal year completed during the Executive's employment under this Agreement, the Executive will be eligible to earn an annual bonus (each, an "Annual Bonus") The Executive's target bonus will be 40% of the Base Salary (the "Target Bonus"), with the actual amount of any such Annual Bonus to be determined by the Board in its discretion, based on the Executive's performance and the Company's performance against goals established by the Board in its discretion, after consultation with the Chief Executive Officer of the Company. Any Annual Bonus for the Executive's initial year of employment with the Company shall be prorated based on the Effective Date. Except as provided in Section 5, in order to receive any Annual Bonus hereunder, the Executive must be employed through the last day of the year to which such Annual Bonus relates. Any Annual Bonus will be paid in the calendar year immediately following the conclusion of the fiscal year to which such Annual Bonus relates.

(c) **Equity.** The Executive will be eligible for participation in the Cerevel Therapeutics, Inc. 2018 Equity Incentive Plan (the "Plan"). Subject to the receipt of any required approvals (including any required Board approvals) and the Executive's continued employment through the grant date, which will be as soon as practicable following the Effective Date, the Executive will be granted an option to purchase shares of the Company's common stock, which as of the date of this letter, represents approximately 0.4% of the Company's fully diluted shares outstanding (the "Option" or "Award"). The Option will have an exercise price of not less than the fair market value of the Company's common stock on the date it is granted, as determined by the Company. The Option will be evidenced by a form of stock option agreement and will be subject to the terms of the Plan, the applicable stock option agreement, any other applicable stockholders' agreements (collectively, "Equity Documents"), and any other restrictions and limitations generally applicable to the common stock of the Company or equity awards held by the Company's executives or otherwise imposed by law. In the event of any conflict between this Agreement and the Equity Documents, the Equity Documents will control.

(d) **Participation in Employee Benefit Plans.** The Executive will be entitled to participate in all employee benefit plans from time to time in effect for senior employees of comparable status of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided to the Executive under this Agreement (e.g., a severance pay plan), in which event this Agreement shall control unless this Agreement expressly provides otherwise. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.



(e) **Vacations.** The Executive will be entitled to vacation days in accordance with the policies of the Company as in effect for senior employees of comparable status, as in effect from time to time. Vacation may be taken at such times and intervals as the Executive shall determine, subject to the business needs of the Company.

(f) **Business Expenses.** The Company will pay or reimburse the Executive for all reasonable business expenses incurred or paid by the Executive in the performance of the Executive's duties and responsibilities for the Company, subject to Company policy as in effect from time to time and to such reasonable substantiation and documentation as may be specified by the Company from time to time. The Executive's right to payment or reimbursement hereunder shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

(g) **Signing Bonus.** The Executive shall be eligible to receive a one-time cash signing bonus in the amount of \$100,000 (the "**Signing Bonus**"). The Signing Bonus will be payable by the Company within thirty (30) days following the Effective Date, subject to the Executive's employment with the Company on the payment date. In the event the Executive terminates the Executive's employment hereunder without Good Reason or the Executive's employment is terminated by the Company for Cause: (i) before the twelve (12)-month anniversary of the Effective Date, the Executive shall repay to the Company the full amount of the Signing Bonus; or (ii) on or after the twelve (12)-month anniversary of the Effective Date but before the twenty-four (24)-month anniversary of the Effective Date, the Executive shall repay to the Company fifty percent (50%) of the Signing Bonus. Any repayment shall occur within thirty (30) days following the date of termination.

(h) **Co-Investment.** To the extent the Company establishes a program allowing senior employees of comparable status to the Executive ("**Senior Employees**") to purchase common stock of Parent, the Executive will be eligible to participate in such program.

(i) **Tag-Along Rights.** In the event Parent offers tag-along rights on sales by any Lead Investor (as defined in the Stockholders Agreement by and among Parent and the stockholders party thereto, dated September 24, 2018, as it may be amended from time to time) to Senior Employees with respect to their shares of common stock of Parent, the Executive will also be eligible for such rights on the same terms as applicable to other Senior Employees.

### **3. Restricted Activities.**

(a) As a condition of employment, the Executive will be required to enter into the Restrictive Covenant Agreement attached hereto as **Exhibit B** (the "**Restrictive Covenant Agreement**"). The Executive acknowledges and agrees that the Executive received the Restrictive Covenant Agreement with this Agreement and at least ten (10) business days before the commencement of the Executive's employment.

(b) Litigation and Regulatory Cooperation During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out of pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 3(b).

**4. Termination of Employment.** The Executive's employment under this Agreement shall continue until terminated pursuant to this Section 4.

(a) By the Company For Cause The Board may terminate the Executive's employment for Cause upon notice to the Executive setting forth in reasonable detail the nature of the Cause. For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following, as determined by the Board in its reasonable judgment: (i) the Executive's failure to comply with a material directive of the Company's Chief Executive Office or the Board, or gross negligence in the performance of the Executive's duties and responsibilities to the Company or any of its Affiliates; (ii) the Executive's material breach of this Agreement, the Restrictive Covenant Agreement or any other written agreement between the Executive and the Company or any of its Affiliates; (iii) the Executive's commission of, indictment for, or plea of nolo contendere to: a felony, or another crime involving moral turpitude that causes or could reasonably be expected to cause material harm to the business interests or reputation of the Company or any of its Affiliates; (iv) fraud, theft, embezzlement, unlawful harassment or other intentional misconduct by the Executive that (with respect to such other intentional misconduct only) is or could reasonably be expected to be materially harmful to the business interests or reputation of the Company or any of its Affiliates. Further, Cause shall not exist hereunder, in the case of (i) or (ii) above, unless the Company has provided the Executive with written notice of the event(s) alleged to constitute Cause thereunder and, if such event(s) are susceptible to cure, a 15 day period to cure following the receipt of such notice in which the Executive has failed to cure such event(s).

(b) By the Company Without Cause. The Company may terminate the Executive's employment at any time without Cause upon ten (10) days' notice to the Executive (during which period (or any portion thereof) the Executive may be placed on paid administrative leave).

(c) By the Executive for Good Reason. The Executive may terminate the Executive's employment for Good Reason For purposes of this Agreement, "Good Reason" shall mean, without Executive's consent, (i) any diminution in the Base Salary or Target Bonus, unless applied across-the-board to all similarly-situated executives of the Company and not more than 5%, (ii) any material diminution in the Executive's titles, duties or responsibilities,(iii) a permanent reassignment of the Executive's primary office to a location more than 35 miles from the Company's office in Massachusetts, or (iv) a material breach by the company of this Agreement; provided, however, Good Reason shall not exist hereunder, unless the Executive has provided the Company with written notice of the event(s) alleged to constitute Good Reason within 30 days of the initial occurrence of such event(s), and the Company has failed to cure such event(s) within 30 days following its receipt of such notice. The Executive may terminate employment for Good Reason at any time within the 30-day period after the 30 day cure period has expired.

(d) By the Executive without Good Reason. The Executive may terminate the Executive's employment at any time upon sixty (60) days' notice to the Company. In the event of such resignation, the Company may accelerate the date of the Executive's termination without such acceleration constituting a termination by the Company hereunder.

(e) Death and Disability. The Executive's employment hereunder shall automatically terminate in the event of the Executive's death during employment. The Company may terminate the Executive's employment, upon notice to the Executive, in the event that the Executive becomes disabled during the Executive's employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of the Executive's duties and responsibilities hereunder, even with a reasonable accommodation, for a period of ninety (90) consecutive days or one hundred and twenty (120) days (whether or not consecutive) during any period of three hundred sixty-five (365) consecutive days. If any question shall arise as to whether the Executive is disabled to the extent that the Executive is unable to perform substantially all of the Executive's duties and responsibilities for the Company and its Affiliates, the Executive shall, at the Company's request, submit to a medical examination by a physician selected by the Company to whom the Executive or the Executive's guardian, if any, has no reasonable objection to determine whether the Executive is so disabled, and such determination shall for purposes of this Agreement be conclusive of the issue. If such a question arises and the Executive fails to submit to the requested medical examination, the Company's good faith, reasonable determination of the issue shall be binding on the Executive.

## **5. Other Matters Related to Termination.**

(a) Final Compensation In the event of termination of the Executive's employment with the Company, howsoever occurring, the Company shall pay the Executive (i) the Base Salary for the final payroll period of the Executive's employment, through the date the Executive's employment terminates; (ii) any bonus in respect of a prior year which has not yet been paid, payable at such time when such bonus would otherwise have been paid; (iii) reimbursement, in accordance with Section 2(f) hereof, for business expenses incurred by the Executive but not yet paid to the Executive as of the date the Executive's employment terminates, provided that the Executive submits all expenses and supporting documentation required within sixty (60) days of the date the Executive's employment terminates, and provided further that such expenses are reimbursable under Company policies then in effect (all of the foregoing, "Final Compensation") Except as otherwise provided in Sections 5(a)(ii) and 5(a)(iii), Final Compensation will be paid to the Executive within thirty (30) days following the date of termination or such shorter period required by law.

(b) Severance Payments. In the event of any termination of the Executive's employment by the Company without Cause under Section 4(b) or by the Executive for Good Reason under Section 4(c), the Company will pay the Executive, in addition to Final Compensation, the following (the "Severance Benefits"):

(i) the Base Salary for a period of twelve (12) months following the date of termination (such period, the "Severance Period") and such payments, the "Severance Payments", *provided* in the event the Executive is entitled to any Garden Leave Pay (as defined in the Restrictive Covenant Agreement), the Severance Payments received in any calendar year will be reduced by the amount of Garden Leave Pay the Executive is paid in the same such calendar year pursuant to the Restrictive Covenant Agreement;

(ii) the Target Bonus for the year of termination, prorated for the number of days during the year in which the Executive's employment terminates that the Executive was employed by the Company (based upon a 365-day year); and

(iii) in the event the Executive timely elects to continue the Executive's coverage and, if applicable, that the Executive's eligible dependents in the Company's group health plans under the federal law known as "COBRA", or similar state law (together, "COBRA"), the Company shall pay the Executive a monthly amount equal to the portion of the monthly health premiums paid by the Company on the behalf of active employees and, if applicable, their eligible dependents until the earlier of (A) the conclusion of the Severance Period and (B) the date that the Executive and, if applicable, Executive's eligible dependents cease to be eligible for such COBRA coverage under applicable law or plan terms (the "Health Continuation Benefits"). The Executive consents to the deduction of the remaining portion of the monthly health premiums from the Severance Payments.

(c) Conditions To And Timing Of Severance Payments. Any obligation of (i) the Company to provide the Executive the Severance Benefits and/or (ii) Parent to provide the accelerated vesting of Options described in Paragraph 2 of Schedule A of the Award (if applicable) is, in each case, conditioned on the Executive's signing and returning, without revoking, to the Company a timely and effective separation agreement containing a general release of claims and other customary terms, including (in the Company's sole discretion) a twelve month post-employment noncompetition provision, other post-employment restrictive covenants substantially similar to those found in this Agreement and the Restrictive Covenant Agreement, and a seven (7) business day revocation period, in the form provided to the Executive by the Company at or around the time that the Executive's employment terminates (the "Separation Agreement"). The Executive must return to the Company and not revoke the Separation Agreement within the time period required by the Separation Agreement, and in any event, the Separation Agreement must become effective, if at all, by the sixtieth (60<sup>th</sup>) calendar day following the date the Executive's employment terminates. Any Severance Payments and Health Continuation Benefits to which the Executive is entitled will be payable in the form of salary continuation in accordance with the normal payroll practices of the Company. The first such payment, together with the pro-rated Target Bonus described under Section 5(b)(ii) above, will be made on the Company's next payday following the expiration of sixty (60) calendar days from the date that the Executive's employment terminates, provided that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Payments, to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A, shall begin to be paid in the second calendar year by the last day of such 60-day period, provided further that the initial payment of the Severance Payments shall include a catch-up payment to cover amounts retroactive to the day following such date of termination. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits would subject the company to any tax or penalty under Section 105(h) of the Internal Revenue Code, as amended (the "Code"), the Patient Protection and Affordable Care Act, as amended, any regulations or guidance issued thereunder, or any other applicable law, in each case, as determined by the Company, the Executive and the Company shall work together in good faith to restructure such benefit.

(d) **Benefits Termination.** Except for any right the Executive may have under COBRA or other applicable law to continue participation in the Company's group health and dental plans at Executive's cost and except as expressly provided in Section 5(b)(iii) of this Agreement, the Executive's participation in all employee benefit plan shall terminate in accordance with the terms of the applicable benefit plans based on the date of termination of the Executive's employment, without regard to any continuation of the Base Salary or other payment to the Executive following termination of the Executive's employment, and the Executive shall not be eligible for vacation or other paid time off following the termination of Executive's employment.

(e) **Survival.** Provisions of this Agreement shall survive any termination of employment if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the Executive's obligations under Section 3 of this Agreement and the Restrictive Covenant Agreement. The obligation of the Company to make payments to the Executive under Section 5(b), and the Executive's right to retain the same, are expressly conditioned upon the Executive's continued full performance of the Executive's obligations under Section 3 of this Agreement and the Restrictive Covenant Agreement. Upon termination of employment by either the Executive or the Company, all rights, duties and obligations of the Executive and the Company to each other shall cease, except as otherwise expressly provided in this Agreement and the Restrictive Covenant Agreement.

## **6. Timing of Payments and Section 409A.**

(a) Notwithstanding anything to the contrary in this Agreement or the Restrictive Covenant Agreement, if at the time the Executive's employment terminates, the Executive is a "specified employee," as defined below, any and all amounts payable under this Agreement or the Restrictive Covenant Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6)-month period or, if earlier, upon the Executive's death; except (A) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury regulation Section 1.409A-1(b) (including without limitation by reason of the safe harbor set forth in Section 1.409A-1(b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (B) benefits which qualify as excepted welfare benefits pursuant to Treasury regulation Section 1.409A-1(a)(5); or (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Code, as amended ("Section 409A").

(b) For purposes of this Agreement, all references to “termination of employment” and correlative phrases shall be construed to require a “separation from service” (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein), and the term “specified employee” means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

(c) Each payment made under this Agreement or the Restrictive Covenant Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(d) In no event shall the Company or any person affiliated with the Company have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

7. **Definitions.** For purposes of this Agreement, the following definitions apply:

“Affiliates” means all person and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise; provided, however, that Affiliates does not include any portfolio company of any investment fund associated with Bain Capital Private Equity, L.P. other than the Company and its direct and indirect parents and subsidiaries.

“Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any of its Affiliates.

8. **Conflicting Agreements.** The Executive hereby represents and warrants that the Executive's signing of this Agreement and the performance of the Executive's obligations under it will not breach or be in conflict with any other agreement to which the Executive are a party or are bound, and that the Executive is not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of the Executive's obligations under this Agreement. The Executive agrees that the Executive will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party's consent.

9. **Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company to the extent required by applicable law.

10. **Assignment.** Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement and the Restrictive Covenant Agreement without the Executive's consent to one of its Affiliates or to any Person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of their respective successors, executors, administrators, heirs and permitted assigns.

11. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent 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.

12. **Miscellaneous.** This Agreement sets forth the entire agreement between the Executive and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment, provided that the Restrictive Covenant Agreement and the Equity Documents remain in full force and effect. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by the Executive and an expressly authorized representative of the Board. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This is a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction.

13. **Legal Fees.** The Executive shall be entitled to payment or reimbursement of reasonable legal fees in an amount not to exceed \$10,000 in connection with the review, negotiation, preparation of this Agreement and the Non-Statutory Stock Option Agreement between the Executive and Parent.

14. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to the Executive at the Executive's last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.

The Executive's continued employment with the Company is conditioned upon the satisfactory completion of all steps of the Company's standard background check, which will be completed as soon as practical. The consent provided in connection with the background check remains valid for the purpose of completing the Company's standard background check, even though all steps of that process may not be completed until after the Executive's employment with the Company has commenced.

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE EXECUTIVE:

DocuSigned by:

/s/ Kathleen Tregoning

Kathleen Tregoning

THE COMPANY:

DocuSigned by:

By: /s/ N. Anthony Coles, M.D.

Name: N. Anthony Coles, M.D.

Title: Chief Executive Officer



## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of May 9, 2019 by and between Cerevel Therapeutics, LLC (the "Company") and Kathy Yi (the "Executive").

WHEREAS, the Executive possesses certain experience and expertise that qualifies him to provide the direction and leadership required by the Company; and

WHEREAS, the Company desires to employ the Executive as Chief Financial Officer of the Company and the Executive wishes to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Company and the Executive agree as follows:

**I. Position and Duties.**

(a) Effective as of June 10, 2019 (the "Effective Date"), the Executive will be employed by the Company, on a full-time basis, as its Chief Financial Officer, reporting initially to the Company's Executive Chairman and thereafter to the Company's Chief Executive Officer. The Executive will be a member of the Company's Executive Committee. The Executive shall be based at the Company's offices in the greater Boston area. In addition, the Executive may be asked from time to time to serve as a director or officer of one or more of the Company's Affiliates, without further compensation.

(b) The Executive agrees to perform the duties of his position and such other duties as may reasonably be assigned to the Executive from time to time. The Executive also agrees that, while employed by the Company, he will devote his full business time and his best efforts, business judgment, skill and knowledge exclusively to the advancement of the business interests of the Company and its Affiliates and to the discharge of his duties and responsibilities for them. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during his employment, except as may be expressly approved in advance by the Board of Directors of Cerevel Therapeutics, Inc. ("Parent") (or such other board of directors or managers as may be designated as the operative governing entity of the Company, the "Board") in writing; provided, however, that the Executive may participate in the activities set forth on Exhibit A hereto and may without advance consent participate in charitable activities and engage in personal investment activities, in each case to the extent such activities, individually or in the aggregate, do not materially interfere with the performance of the Executive's duties under this Agreement, create a conflict of interest or violate any provision of Section 3 of this Agreement.

(c) The Executive agrees that, while employed by the Company, he will comply with all written Company policies, practices and procedures and all written codes of ethics or business conduct applicable to his position, as in effect from time to time.

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2. **Compensation and Benefits.** During the Executive's employment hereunder, as compensation for all services performed by the Executive for the Company and its Affiliates, the Company will provide the Executive the following compensation and benefits:

(a) **Base Salary.** The Company will pay the Executive a base salary at the rate of \$430,000 per year, payable in accordance with the regular payroll practices of the Company and subject to increase from time to time by the Board in its discretion (as increased, from time to time, the "**Base Salary**").

(b) **Bonus Compensation.** For each fiscal year completed during the Executive's employment under this Agreement, the Executive will be eligible to earn an annual bonus (each, an "**Annual Bonus**"). The Executive's target bonus will be forty percent (40%) of the Base Salary (the "**Target Bonus**"), prorated for a partial initial year of employment, with the actual amount of any such Annual Bonus to be determined by the Board in its discretion, based on the Executive's performance and the Company's performance against goals established by the Board in its discretion after consultation with the Chief Executive Officer of the Company, who shall consult with the Executive prior to such consultation with the Board. Except as provided in Section 5, in order to receive any Annual Bonus hereunder, the Executive must be employed through the last day of the year to which such Annual Bonus relates. Any Annual Bonus will be paid in the calendar year immediately following the conclusion of the fiscal year to which such Annual Bonus relates.

(c) **Equity.** The Executive will be eligible for participation in the Cerevel Therapeutics, Inc. 2018 Equity Incentive Plan (the "**Plan**"). Subject to the receipt of any required approvals and the Executive's continued employment through the grant date, which will be as soon as practicable following the Effective Date, the Executive will be granted an option to purchase 296,154 shares of the Company's common stock, which as of the date of this letter, represents approximately 0.55% of the Company's fully diluted shares outstanding (the "**Option**" or "**Award**"). The Option will have an exercise price of not less than the fair market value of the Company's common stock on the date it is granted, as determined by the Company. The Option will be evidenced by a form of stock option agreement and will be subject to the terms of the Plan, the applicable stock option agreement, any other applicable stockholders agreements, and any other restrictions and limitations generally applicable to the common stock of the Company or equity awards held by the Company's executives or otherwise imposed by law. In the event of any conflict between this Agreement and the terms of the stock option agreement or Plan, the stock option agreement or Plan will control. In no event shall the Company or any person affiliated with the Company have any liability with respect to the failure of any compensation or benefits provided to the Executive to be exempt from, or comply with, Section 409A of the Internal Revenue Code.

(d) **Participation in Employee Benefit Plans.** The Executive will be entitled to participate in all employee benefit plans from time to time in effect for senior employees of comparable status of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided to the Executive under this Agreement (e.g., a severance pay plan). The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

(e) Vacations. The Executive will be entitled to earn vacation days in accordance with the policies of the Company as in effect for senior employees of comparable status, as in effect from time to time. Vacation may be taken at such times and intervals as the Executive shall determine, subject to the business needs of the Company.

(f) Business Expenses. The Company will pay or reimburse the Executive for all reasonable business expenses incurred or paid by the Executive in the performance of his duties and responsibilities for the Company, subject to Company policy as in effect from time to time and to such reasonable substantiation and documentation as may be specified by the Company from time to time. The Executive's right to payment or reimbursement hereunder or under Section 3(g) below shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

(g) Signing Bonus. The Executive shall be eligible to receive a one-time cash signing bonus in the amount of \$200,000 (the "Signing Bonus"). The Signing Bonus will be payable by the Company within thirty (30) days following the Effective Date. In the event the Executive terminates his employment hereunder without Good Reason or the Executive's employment is terminated by the Company for Cause: (i) before the twelve (12)-month anniversary of the Effective Date, the Executive shall repay to the Company the full amount of the Signing Bonus; or (ii) on or after the twelve (12)-month anniversary of the Effective Date but before the twenty-four (24)-month anniversary of the Effective Date, the Executive shall repay to the Company fifty percent (50%) of the Signing Bonus. Any repayment shall occur within thirty (30) days following the date of termination.

(h) Relocation Expenses. The Executive agrees to relocate to the greater Boston, MA area. The Company will reimburse the Executive for his relocation up to a maximum amount as agreed to by the Company (grossed up for any taxes imposed on the amounts reimbursed) (the "Reimbursement"), for the following relocation expenses: (i) reasonable and actual relocation expenses (i.e., the costs of moving household and other personal goods) incurred in connection with the Executive's relocation to the greater Boston, MA area, (ii) any reasonable and actual closing costs incurred with respect to the sale of real property in connection with the Executive's relocation to the greater Boston, MA area and (iii) reasonable and actual expenses incurred in connection with any relocation search visits to the greater Boston, MA area, subject in each case to such reasonable substantiation and documentation as may be specified by the Company from time to time. As applicable, all reimbursable relocation expenses described in this Section shall be reimbursed as soon as reasonably practical following receipt by the Company of the required substantiation and documentation, in accordance with the Company's reimbursement policies in effect at the time. In the event the Executive terminates his employment hereunder without Good Reason or the Executive's employment is terminated by the Company for Cause: (i) before the twelve (12)-month anniversary of the Effective Date, the Executive shall repay to the Company the full amount of any Reimbursement; or (ii) on or after the twelve (12)-month anniversary of the Effective Date but before the twenty-four (24)-month anniversary of the Effective Date, the Executive shall repay to the Company fifty percent (50%) of any Reimbursement.

(i) Living Expenses. During the first thirty (30) days following the Effective Date, the Company will reimburse the Executive up to a maximum amount as agreed to by the Company for (i) reasonable living and commuting expenses incurred or paid by the Executive in maintaining a residence and commuting to work in the greater Boston, MA area (the "Living Expenses"), subject to such reasonable substantiation and documentation as may be specified by the Company from time to time, and (ii) taxes incurred by the Executive with respect to reimbursement of the Living Expenses (the "Taxes"). In the event that the Executive's employment with the Company is terminated by the Company for Cause or by the Executive without Good Reason on or before the twenty-four (24) month anniversary of the Effective Date, the Executive agrees to repay to the Company, within thirty (30) days following the date of termination, one half of the full amount of the Living Expenses and Taxes reimbursed as of the date of termination.

(j) Co-Investment. To the extent the Company establishes a program allowing senior employees of comparable status to the Executive ("Senior Employees") to purchase common stock of Parent, the Executive will be eligible to participate in such program.

(k) Tag-Along Rights. In the event Parent offers tag-along rights on sales by any Lead investor (as defined in the Stockholders Agreement by and among Parent and the stockholders party thereto, dated September 24, 2018, as it may be amended from time to time) to Senior Employees with respect to their shares of common stock of Parent, the Executive will also be eligible for such rights on the same terms as applicable to other Senior Employees.

### 3. **Confidential Information and Restricted Activities.**

(a) Confidential Information. During the course of the Executive's employment with the Company, the Executive will learn of Confidential Information, and will develop Confidential information on behalf of the Company and its Affiliates. The Executive agrees that he will not use or disclose to any Person (except as required by applicable law or for the proper performance of his regular duties and responsibilities for the Company) any Confidential Information obtained by the Executive incident to his employment or any other association with the Company or any of its Affiliates. The Executive agrees that this restriction will continue to apply after his employment terminates, regardless of the reason for such termination. For the avoidance of doubt, (i) nothing contained in this Agreement limits, restricts or in any other way affects the Executive's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (ii) the Executive will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (y) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (z) in a complaint or other document filed under seal in a lawsuit or other proceeding: provided, however, that notwithstanding this immunity from liability, the Executive may be held liable if he unlawfully accesses trade secrets by unauthorized means.

(b) Protection of Documents. All documents, records and files, in any media of whatever kind and description, relating to the business, present or otherwise, of the Company or any of its Affiliates, and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company. The Executive agrees to safeguard all Documents and to surrender to the Company, at the time his employment terminates or at such earlier time or times as the Board or its designee may specify, all Documents then in his possession or control. The Executive also agrees to disclose to the Company, at the time his employment terminates or at such earlier time or times as the Board or its designee may specify, all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, any information which the Executive has password-protected on any computer equipment, network or system of the Company or any of its Affiliates.

(c) Assignment of Rights to Intellectual Property. The Executive shall promptly and fully disclose all Intellectual Property to the Company. The Executive hereby assigns and agrees to assign to the Company (or as otherwise directed by the Company) his full right, title and interest in and to all Intellectual Property. The Executive agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or as otherwise directed by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Company will compensate the Executive at an hourly rate calculated based on his final Base Salary for time spent in complying with these obligations at the request of the Company following the termination of the Executive's employment. All copyrightable Intellectual Property that the Executive creates during his employment shall be considered "work made for hire" and shall, upon creation, be owned exclusively by the Company.

(d) Restricted Activities. In consideration of and as a condition of Executive's employment by the Company, and of the compensation and other benefits to be provided to Executive hereunder, and in recognition of the fact that, as an executive of the Company, Executive will have access to the Company's Confidential Information, including trade secrets and in exchange for other good and valuable consideration, including without limitation the Annual Bonus opportunity, the Option, the Signing Bonus, the Reimbursement, the Living Expenses, and the Severance Payments provided herein, the Executive agrees that the following restrictions on his activities during his employment are necessary to protect the goodwill, Confidential Information, trade secrets and other legitimate interests of the Company and its Affiliates:



(i) While the Executive is employed by the Company and during the twelve (12)-month period immediately following termination of his employment for any reason except termination due to layoff or termination by the Company without Cause (in the aggregate, the "Non-Competition Period"), the Executive will not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, engage in or compete with, or undertake any planning to engage in or compete with any small molecule programs directed at drugging the following targets with the specified pharmacological approaches: (a) Dopamine D1 receptor agonists, (b) GABA alpha2/alpha3 selective PAMs, (c) Muscarinic M4 receptor PAMs or full orthosteric agonists, (d) Dopamine D3 antagonists, (e) Kappa opiate receptor antagonist, (f) LRRK.2 enzyme inhibitors, (g) PDE4 enzyme inhibitors, (h) GBA enzyme activators, and/or (i) APOE3 modulators, or any other program conducted or in active and definitive planning to be conducted by the Company or any of its Affiliates at any time during the Executive's employment with the Company or, with respect to the portion of the Non-Competition Period that follows termination of the Executive's employment, at the time of such termination (each, a "Competing Program"), in any case involving any of the services that the Executive provided to the Company or any of its Affiliates in connection with a Competing Program at any time during the Executive's employment with the Company or, with respect to the portion of the Non-Competition Period that follows the termination of the Executive's employment, during the last two (2) years of the Executive's employment with the Company (collectively, the "Competitive Activities"), in any geographic area where the Company or any of its Affiliates conducts or is actively planning to conduct business any time during the Executive's employment with the Company or, with respect to the portion of the Non-Competition Period that follows termination of the Executive's employment, in any geographic area in which the Executive at any time within the last two (2) years of the Executive's employment with the Company provided services or had a material presence or influence in each case in connection with a Competing Program.

(ii) While the Executive is employed by the Company and during the twenty-four (24)-month period immediately following termination of his employment for any reason (in the aggregate, the "Non-Solicitation Period"), the Executive will not, directly or indirectly, solicit or encourage, or otherwise take any action that causes or is reasonably likely to cause, any customer, vendor, supplier or other business partner of the Company or any of its Affiliates to terminate or diminish his, her or its relationship with any of them; provided, however, that this restriction shall apply following termination of the Executive's employment (y) only with respect to those Persons who are or have been a business partner of the Company or any of its Affiliates at any time within the twelve (12)-month period immediately prior to the Executive's termination of employment or whose business has been solicited on behalf of the Company or any of its Affiliates by any of their officers, employees or agents within such twelve (12)-month period, other than by form letter, blanket mailing or published advertisement, and (z) only if the Executive has performed work for such Person during his employment with the Company or any of its Affiliates or been introduced to, or otherwise had contact with, such Person as a result of his employment or other associations with the Company or one of its Affiliates or has had access to Confidential Information which would assist in his solicitation of such Person.

(iii) During the Non-Solicitation Period, the Executive will not, directly or indirectly, (a) hire or engage, or solicit for hiring or engagement, any employee of the Company or any of its Affiliates or seek to persuade any such employee to discontinue employment or (b) solicit or encourage any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish his, her or its relationship with any of them. For the purposes of this Section 3(d)(iii), an "employee" or an "independent contractor" of the Company or any of its Affiliates is any Person who was such at any time during the Executive's employment or, with respect to the portion of the Non-Solicitation Period that follows the termination of his employment, during twelve (12)-month period immediately preceding the Executive's termination of employment.

(e) In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on the Executive under this Section 3. The Executive agrees without reservation that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area. The Executive further agrees that, were the Executive to breach any of the covenants contained in this Section 3, the damage to the Company and its Affiliates would be irreparable. The Executive therefore agrees that the Company, in addition and not in the alternative to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Executive of any such covenants, without having to post bond. In any action with respect to the enforcement of the covenants contained in this Section 3, the prevailing party shall be entitled to an award of its reasonable attorney's fees incurred in connection with such action. The Executive further agrees that the Non-Solicitation Period shall be tolled, and shall not run, during the period of any breach by the Executive of any of the covenants contained in Sections 3(d)(ii) and 3(d)(iii). The Executive and the Company further agree that, in the event that any provision of this Section 3 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. It is also agreed that each of the Company's Affiliates shall have the right to enforce all of the Executive's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 3. No claimed breach of this Agreement or other violation of law attributed to the Company or any of its Affiliates, or change in the nature or scope of the Executive's employment or other relationship with the Company or any of its Affiliates, shall operate to excuse the Executive from the performance of his obligations under this Section 3.

4. **Termination of Employment.** The Executive's employment under this Agreement shall continue until terminated pursuant to this Section 4.

(a) By the Company For Cause. The Board may terminate the Executive's employment for Cause upon notice to the Executive setting forth in reasonable detail the nature of the Cause, provided that the Executive has an opportunity, with the benefit of legal counsel, to be heard by the Board (which opportunity may occur by telephone or videoconference). For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following, as determined by the Board in its reasonable judgment: (i) the Executive's failure to comply with a material directive of the Company's Chief Executive Officer or the Board, or gross negligence in the performance of the Executive's duties and responsibilities to the Company or any of its Affiliates; (ii) the Executive's material breach of this Agreement or any other written agreement between the Executive and the Company or any of its Affiliates; (iii) the Executive's indictment for, or plea of nolo contendere to, a felony or other crime involving moral turpitude that causes or could reasonably be expected to cause material harm to the business interests or reputation of the Company or any of its Affiliates; (iv) fraud, theft, embezzlement or other intentional misconduct by the Executive that is or could reasonably be expected to be materially harmful to the business interests or reputation of the Company or any of its Affiliates; and/or, solely for purposes of the application of the non-competition provision in Section 3(d)(i) of this Agreement: (v) (A) the Executive's performance (or nonperformance) of his duties and responsibilities to the Company or any of its Affiliates in a manner deemed by the Company to be in any way unsatisfactory, (B) the Executive's breach of this Agreement or any other agreement between the Executive and the Company or any of its Affiliates, or (C) the Executive's violation of or disregard for any rule or procedure or policy of the Company or any of its Affiliates, or any other reasonable basis for Company dissatisfaction with the Executive, including for reasons such as lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior. For the avoidance of doubt, the above Section 4(a)(v) does not apply to determining the Executive's eligibility for Severance Benefits or to any other provision of this Agreement other than Section 3(d)(i), nor does it apply to any other agreement to which the Executive is a party. Further, Cause shall not exist hereunder, in the case of (i) or (ii) above, unless the Company has provided the Executive with written notice of the event(s) alleged to constitute Cause thereunder and, if such event(s) are susceptible to cure, a 15 day period to cure following the receipt of such notice in which the Executive has failed to cure such event(s).

(b) By the Company Without Cause. The Company may terminate the Executive's employment at any time other than for Cause upon ten (10) days' notice to the Executive (during which period (or any portion thereof) the Executive may be placed on paid administrative leave).

(c) By the Executive for Good Reason. The Executive may terminate his employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean, without Executive's consent, (i) any diminution in the Base Salary or Target Bonus, unless applied across-the-board to all similarly-situated executives of the Company and not more than 5%, (ii) any material diminution in the Executive's titles, authorities, duties, or responsibility, (iii) a permanent reassignment of the Executive's primary office to a location more than 35 miles from the Company's offices in Massachusetts, or (iv) a material breach by the Company of this Agreement or any material breach by the Company or any of its Affiliates of any other written agreement with the Executive: provided, however, Good Reason shall not exist hereunder, unless the Executive has provided the Company with written notice of the event(s) alleged to constitute Good Reason within 30 days of the initial occurrence of such event(s), and the Company has failed to cure such event(s) within 30 days following its receipt of such notice. The Executive may terminate his employment for Good Reason at any time within the 30-day period after the 30 day cure period has expired.

(d) By the Executive without Good Reason. The Executive may terminate his employment at any time upon sixty (60) days' notice to the Company. The Board may elect to waive such notice period or any portion thereof if the Executive consents to the waiver of such notice period in writing or without his written consent if the Company pays the Executive his Base Salary for the period so waived.



(e) Death and Disability. The Executive's employment hereunder shall automatically terminate in the event of the Executive's death during employment. The Company may terminate the Executive's employment, upon notice to the Executive, in the event that the Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his duties and responsibilities hereunder, even with a reasonable accommodation, for a period of ninety (90) consecutive days or one hundred and twenty (120) days (whether or not consecutive) during any period of three hundred sixty-five (365) consecutive days. If any question shall arise as to whether the Executive is disabled to the extent that he is unable to perform substantially all of his duties and responsibilities for the Company and its Affiliates, the Executive shall, at the Company's request, submit to a medical examination by a physician selected by the Company to whom the Executive or the Executive's guardian, if any, has no reasonable objection to determine whether the Executive is so disabled, and such determination shall for purposes of this Agreement be conclusive of the issue. If such a question arises and the Executive fails to submit to the requested medical examination, the Company's good faith, reasonable determination of the issue shall be binding on the Executive.

## 5. **Other Matters Related to Termination.**

(a) Final Compensation. In the event of termination of the Executive's employment with the Company, howsoever occurring, the Company shall pay the Executive (i) the Base Salary for the final payroll period of his employment, through the date his employment terminates; (ii) any bonus in respect of a prior year which has not yet been paid, payable at such time when such bonus would otherwise have been paid; (iii) compensation at the rate of the Base Salary for any vacation time earned but not used as of the date his employment terminates; and (iv) reimbursement, in accordance with Section 2(f) hereof, for business expenses incurred by the Executive but not yet paid to the Executive as of the date his employment terminates, provided that the Executive submits all expenses and supporting documentation required within sixty (60) days of the date his employment terminates, and provided further that such expenses are reimbursable under Company policies then in effect (all of the foregoing, "Final Compensation"). Except as otherwise provided in Sections 5(a)(ii) and 5(a)(iii), Final Compensation will be paid to the Executive within thirty (30) days following the date of termination or such shorter period required by law.

(b) Severance Payments. In the event of any termination of the Executive's employment pursuant to Sections 4(a)(v) (and, for the avoidance of doubt, for reasons that would not constitute Cause pursuant to Section 4(a)(i)-(iv)), 4(b) or 4(c) above, the Company will pay the Executive, in addition to Final Compensation, the following (the "Severance Benefits"):

(i) the Base Salary for a period of twelve (12) months following the date of termination (such period, the "Severance Period" and such payments, the "Severance Payments");

(ii) the Target Bonus for the year of termination, prorated for the number of days during the year in which the Executive's employment terminates that the Executive was employed by the Company (based upon a 365-day year); and

(iii) in the event the Executive timely elects to continue the Executive's coverage and, if applicable, that of the Executive's eligible dependents in the Company's group health plans under the federal law known as "COBRA" or similar state law (together, "COBRA"), the Company shall pay the Executive a monthly amount equal to the portion of the monthly health premiums paid by the Company on the behalf of active employees and, if applicable, their eligible dependents until the earlier of (A) the conclusion of the Severance Period and (B) the date that the Executive and, if applicable, the Executive's eligible dependents cease to be eligible for such COBRA coverage under applicable law or plan terms (the "Health Continuation Benefits").

(c) Conditions To And Timing Of Severance Payments. Any obligation of (i) the Company to provide the Executive the Severance Benefits and/or (ii) Parent to provide the accelerated vesting of Options described in Paragraph 2 of Schedule A of the Award is , in each case, conditioned on his signing and returning, without revoking, to the Company a timely and effective separation agreement containing a general release of claims and other customary terms, including post-employment restrictive covenants substantially similar to those found in this Agreement, in the form provided to the Executive by the Company at the time that the Executive's employment terminates (the "Separation Agreement"). The Separation Agreement must become effective, if at all, by the sixtieth (60<sup>th</sup>) calendar day following the date the Executive's employment terminates. Any Severance Payments and Health Continuation Benefits to which the Executive is entitled will be payable in the form of salary continuation in accordance with the normal payroll practices of the Company. The first such payment, together with the pro-rated Target Bonus described under Section 5(b)(iii) above, will be made on the Company's next regular payday following the expiration of sixty (60) calendar days from the date that the Executive's employment terminates, but will be retroactive to the day following such date of termination. Notwithstanding the foregoing, in the event that the Company's payment of the Health Continuation Benefits would subject the Company to any tax or penalty under Section 105(h) of the Internal Revenue Code, as amended (the "Code"), the Patient Protection and Affordable Care Act, as amended, any regulations or guidance issued thereunder, or any other applicable law, in each case, as determined by the Company, the Executive and the Company shall work together in good faith to restructure such benefit.

(d) Benefits Termination. Except for any right the Executive may have under COBRA or other applicable law to continue participation in the Company's group health and dental plans at his cost and except as expressly provided in Section 5(b)(ii) of this Agreement, the Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the date of termination of his employment, without regard to any continuation of the Base Salary or other payment to the Executive following termination of his employment, and the Executive shall not be eligible to earn vacation or other paid time off following the termination of his employment.

(e) Survival. Provisions of this Agreement shall survive any termination of employment if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the Executive's obligations under Section 3 of this Agreement. The obligation of the Company to make payments to the Executive under Section 5(b), and the Executive's right to retain the same, are expressly conditioned upon his continued full performance of his obligations under Section 3 of this Agreement. Upon termination by either the Executive or the Company, all rights, duties and obligations of the Executive and the Company to each other shall cease, except as otherwise expressly provided in this Agreement.

6. **Timing of Payments and Section 409A.**

(a) Notwithstanding anything to the contrary in this Agreement, if at the time the Executive's employment terminates, the Executive is a "specified employee," as defined below, any and all amounts payable under this Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6)- month period or, if earlier, upon the Executive's death; except (A) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury regulation Section 1.409A-1 (b) (including without limitation by reason of the safe harbor set forth in Section 1.409A- 1 (b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (B) benefits which qualify as excepted welfare benefits pursuant to Treasury regulation Section 1.409A- 1(a)(5); or (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Code, as amended ("Section 409A").

(b) For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "separation from service" (as defined in Section 1.409A-1 (h) of the Treasury regulations after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

(c) Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

(d) In no event shall the Company have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

7. **Definitions.** For purposes of this Agreement , the following definitions apply:

"Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise; provided, however, that Affiliates does not include any portfolio company of any investment fund associated with Bain Capital Private Equity, L.P. other than the Company and its direct and indirect parents and subsidiaries.

"Confidential Information" means any and all information of the Company and its Affiliates that is not generally available to the public. Confidential Information also includes any information received by the Company or any of its Affiliates from any Person with any understanding, express or implied, that it will not be disclosed. Confidential Information does not include information that (i) is generally known to the industry in which the Company operates or the public, other than as a result of Executive's breach of this Agreement or any other agreement between the Executive and the Company or any of its Affiliates, (ii) is made legitimately available to the Executive by a third party without breach of any confidential obligation of which Executive has knowledge, (iii) is generally applicable business or industry know-how or acumen of the Executive which does not embody and is not predicated upon Confidential Information; or (iv) enters the public domain, other than through the Executive's breach of his obligations under this Agreement or any other agreement between the Executive and the Company or any of its Affiliates.

"**Intellectual Property**" means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by the Executive (whether alone or with others, whether or not during normal business hours or on or off Company premises) during the Executive's employment that relate either to the business of the Company or any of its Affiliates or to any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Executive for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates.<sup>1</sup>

"**Person**" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any of its Affiliates.

8. **Conflicting Agreements.** The Executive hereby represents and warrants that his signing of this Agreement and the performance of his obligations under it will not breach or be in conflict with any other agreement to which the Executive are a party or are bound, and that the Executive is not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of his obligations under this Agreement. The Executive agrees that the Executive will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party's consent.

9. **Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company to the extent required by applicable law.

10. **Assignment.** Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement without the Executive's consent to one of its Affiliates or to any Person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of their respective successors, executors, administrators, heirs and permitted assigns.

11. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent 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.

12. **Miscellaneous.** This Agreement sets forth the entire agreement between the Executive and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by the Executive and an expressly authorized representative of the Board. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This is a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction.

13. **Legal Fees.** The Executive shall be entitled to payment or reimbursement of reasonable legal fees in an amount not to exceed \$10,000 in connection with the review, negotiation, preparation of this Agreement or the Non-Statutory Stock Option Agreement between the Executive and Parent.

14. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the United States mail, postage prepaid, and addressed to the Executive at his last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.

The Executive acknowledges that the Company provided him with this Agreement by the earlier of (i) the date of a formal offer of employment from the Company or (ii) ten (10) business days before the Effective Date. The Executive acknowledges that he has been and is hereby advised of his right to consult an attorney before signing this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE EXECUTIVE:

/s/ Kathy Yi

Kathy Yi

THE COMPANY:

By: /s/ N. Anthony Coles, M.D.

Name: N. Anthony Coles, M.D.

Title: Executive Chairman









