As confidentially submitted to the Securities and Exchange Commission on August 29, 2014

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

INOTEK PHARMACEUTICALS CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware	2834	04-3475813
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

131 Hartwell Avenue, Suite 105
Lexington, MA 02421
(781) 676-2100
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

David P. Southwell
President and Chief Executive Officer
131 Hartwell Avenue, Suite 105
Lexington, MA 02421
(781) 676-2100
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:

Mitchell S. Bloom **Edwin M. O'Connor** **Goodwin Procter LLP** **Exchange Place** **53 State Street** **Boston, MA 02109** **(617) 570-1000**	**Mark B. Weeks** **Babak Yaghmaie** **Divakar Gupta** **Cooley LLP** **1114 Avenue of the Americas** **New York, NY 10036** **(212) 479-6000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

Large Accelerated Filer ☐	Accelerated Filer ☐
Non-Accelerated Filer (Do not check if a smaller reporting company) ☒	Smaller Reporting Company ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee
Common Stock, par value $0.01 per share	**$**	**$**

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act.
(2) Includes the offering price of shares that the underwriters have the option to purchase to cover over-allotments, if any.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

PROSPECTUS (Subject to completion) **Dated August 29, 2014**

Shares

Common Stock

This is an initial public offering of shares of our common stock. We are offering shares of our common stock. Prior to this offering, there has been no public market for our common stock. We intend to apply to list our common stock on The NASDAQ Global Market under the symbol "ITEK." We expect that the initial public offering price of our common stock will be between $ and $ per share.

We are an "emerging growth company" under applicable Securities and Exchange Commission rules and will be subject to reduced public company reporting requirements for this prospectus and future filings. See "Prospectus Summary—Implications of Being an Emerging Growth Company."

Our business and an investment in our common stock involve significant risks. These risks are described under the caption "Risk Factors" beginning on page 12 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	*Total*
Initial public offering price	**$**	**$**
Underwriting discounts and commissions(1)	**$**	**$**
Proceeds, before expenses, to Inotek	**$**	**$**

(1) We refer you to "Underwriting" beginning on page 150 for additional information regarding total underwriting compensation.

The underwriters may also purchase up to an additional shares from us at the public offering price, less the underwriting discount, within 30 days from the date of this prospectus to cover overallotments.

The underwriters expect to deliver the shares against payment in New York, New York on , 2014.

Cowen and Company **Piper Jaffray**

, 2014

TABLE OF CONTENTS

You should rely only on the information contained in this prospectus or in any free writing prospectus prepared by us or on our behalf. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate only as of the date on the front cover of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.

Information contained on our website is not part of this prospectus. Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than the United States. You are required to inform yourself about, and to observe any restrictions relating to, this offering and the distribution of this prospectus.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before investing in our common stock, you should carefully read this entire prospectus, including our financial statements and the related notes included elsewhere in this prospectus. You should also consider, among other things, the matters described under "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," in each case appearing elsewhere in this prospectus. Unless otherwise stated, all references to "us," "our," "Inotek," "we," the "Company" and similar designations refer to Inotek Pharmaceuticals Corporation.

Overview

We are a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of therapies for glaucoma. Glaucoma is a disease of the eye that is typically characterized by structural evidence of optic nerve damage, vision loss and consistently elevated intraocular pressure, or IOP. Our lead product candidate, *trabodenoson*, is a first-in-class selective adenosine mimetic that we rationally designed to lower IOP by restoring the eye's natural pressure control mechanism. We developed this molecule to selectively stimulate a particular adenosine subreceptor in the eye with the effect of augmenting the intrinsic function of the eye's trabecular meshwork, or TM. The TM regulates the pressure inside the eye, and is also the main outflow path for the fluid inside of the eye that often builds up pressure in patients with glaucoma. We believe that by restoring the natural function of the TM and this outflow path, rather than changing the fundamental dynamics of pressure regulation in the eye, *trabodenoson*'s mechanism of action should result in a lower risk of unintended side effects and long term safety issues than other mechanisms of action. Additionally, *trabodenoson*'s unique mechanism of action in the TM should complement the activity of existing glaucoma therapies that exert their IOP-lowering effects on different parts of the in-flow and out-flow system of the eye.

Our product pipeline includes *trabodenoson* monotherapy delivered in an eye drop formulation, as well as a fixed-dose combination, or FDC, of *trabodenoson* with *latanoprost* given once-daily, or QD. Statistically significant results for the primary endpoint of our completed Phase 2 clinical trial indicate that *trabodenoson* monotherapy has IOP-lowering effects in line with the best existing therapies, with a favorable safety and tolerability profile at all doses tested.

We are completing a Phase 2 trial of *trabodenoson* with *latanoprost* and expect results from this trial to be reported in the fourth quarter of 2014. We are planning an End-of-Phase 2 meeting with the U.S. Food and Drug Administration, or FDA, for *trabodenoson* monotherapy in the first half of 2015. We expect to initiate a Phase 3 program for *trabodenoson* monotherapy in mid-2015, which will consist of two Phase 3 pivotal trials and a long-term safety study. Based on our estimates of the rate of patient enrollment and assuming commencement in mid-2015, we expect to report top-line data from the first of the two pivotal Phase 3 trials by late 2016 or early 2017, with a second pivotal trial being completed in 2017. If the primary objectives of our Phase 3 program are met, we plan to submit a New Drug Application, or NDA, to the FDA for marketing approval of *trabodenoson* for the treatment of glaucoma in the United States. We plan to submit a marketing authorization application, or MAA, in Europe after filing our NDA for approval of *trabodenoson* in the United States.

We own worldwide rights to all indications for our current product candidates and have patents and pending patent applications related to the composition of matter, pharmaceutical compositions and methods of use for *trabodenoson*, certain of which extend to 2031 with respect to our issued patents and 2034 with respect to our pending patent applications, if issued. If *trabodenoson* receives marketing approval in the United States, we plan to commercialize it by establishing our own specialty sales force in the United States.

Glaucoma Market

According to IMS Health, sales of glaucoma drugs in 2013 were approximately $2.0 billion in the United States and $5.6 billion worldwide. According to the British Journal of Ophthalmology, there were an estimated 2.8 million Americans with glaucoma in 2010. Once glaucoma develops, it is a chronic condition that requires life-long treatment. Prostaglandin analogs, or PGAs, are the most widely prescribed drug class for glaucoma and include the most widely prescribed glaucoma drug, *latanoprost.* When PGA monotherapy is insufficient to control IOP or is poorly tolerated, non-PGA products, such as beta blockers, alpha agonists and carbonic anhydrase inhibitors, are generally used either as an add-on therapies to the PGA or as an alternative monotherapy. Both PGAs and non-PGAs can cause adverse effects in the eye. In addition, non-PGA drugs can have adverse effects in the rest of the body and have been shown to have poor tolerability profiles.

Additionally, no existing treatments offer the potential to directly treat the underlying cause of glaucoma associated vision loss: the death of retinal ganglion cells, or RGCs, which comprise the nerve tissue in the retina that relays the visual signal to the brain. We believe that a drug with the potential to make these cells more resilient to the stress caused by glaucoma would achieve broad market acceptance as the treatment preferred among patients and physicians.

We believe there are currently two leading classes of new drugs in clinical development for glaucoma: Rho kinase inhibitors and adenosine mimetics. Certain Rho kinase inhibitors recently entered Phase 3 clinical trials and are the furthest along of the potential new glaucoma therapies. Like with PGAs, eye redness, or conjunctival hyperemia, has been reported with the Rho kinase inhibitor class. Adenosine mimetics are compounds that mimic or simulate some of the actions or effects of adenosine, a naturally-occurring molecule with many, diverse biologic effects. We believe we are the only company to be developing an adenosine mimetic highly selective for the A1 subreceptor for ophthalmic indications.

Since 1996, there have been no new drug classes approved in the United States for glaucoma. As a result, there are persistent inadequacies in the tools that ophthalmologists use to manage patients with glaucoma. Thus, we believe there is a need for an innovative glaucoma treatment that offers:

- significant IOP-lowering;
- a favorable safety and tolerability profile;
- a novel mechanism of action that complements existing therapies; and
- convenient dosing.

Our Solution—*Trabodenoson*

Trabodenoson is a first-in-class selective adenosine mimetic that is designed to lower IOP with a mechanism of action that we believe augments the natural function of the TM. In addition, by enhancing a naturally occurring process to make the eye function more like that of a younger,

healthier eye, rather than changing the fundamental dynamics of pressure regulation in the eye, we believe there is a lower risk of unintended side effects that could result in safety or tolerability issues in the long term. We believe *trabodenoson* enhances metabolic activity in the TM, which helps clear the pathway for fluid in the eye, called aqueous humor, to flow out of the eye, thereby lowering IOP. We believe that *trabodenoson*'s mechanism of action improves the function of the eye, and that *trabodenoson* has the potential to be used as a monotherapy in place of current glaucoma treatments. In addition, we expect that *trabodenoson*'s purported mechanism of action in the TM should complement the activity of all currently-approved glaucoma drugs that work in other ways to lower IOP.

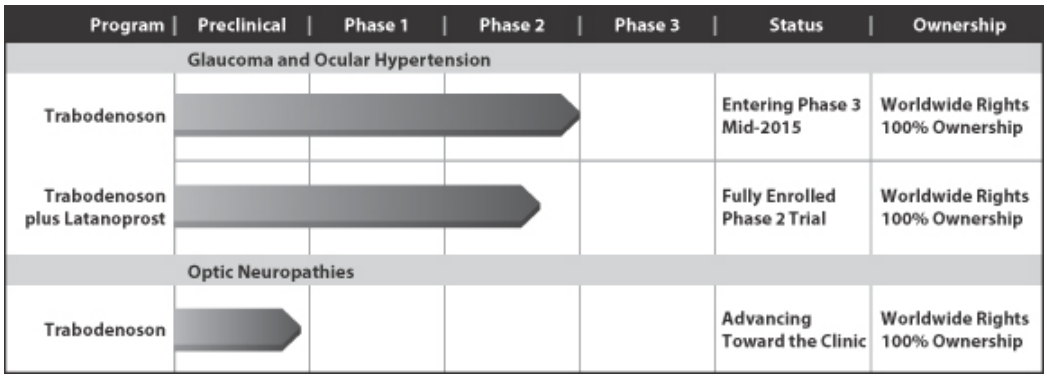
We believe the following elements of *trabodenoson*'s product profile will drive its adoption, if approved, in the glaucoma market:

- **Meaningful IOP-Lowering.** After four weeks of treatment in a Phase 2 clinical trial in glaucoma patients, *trabodenoson* (500 mcg) lowered IOP by an average of 6.5 mmHg from baseline. Moreover, IOP-lowering at week four was significantly better than IOP-lowering at week two. IOP-lowering for currently-approved glaucoma therapies, according to their FDA-approved labeling, ranges from 2-8 mmHg.
- **Favorable Safety Profile.** In three completed *trabodenoson* clinical trials over a wide range of doses, no patients have been withdrawn due to a *trabodenoson*-related side effect in the eye. In our most recently completed multiple-dose Phase 2 clinical trial, we did not observe side effects in the eye that would indicate a tolerability problem at any of the doses tested. Specifically, there was no change in the background rate of conjunctival hyperemia in the patient population when treatment with *trabodenoson* was initiated or continued for up to 28 days, even at the highest dose tested. No systemic effects of the drug have been identified despite rigorous monitoring, including cardiac and renal function, when administered as an eye drop. We believe this safety profile could be important in the potential for *trabodenoson* to become a preferred treatment alternative for patients that experience undesired side effects with existing therapies.
- **Unique, Complementary Mechanism of Action.** We believe that *trabodenoson*'s mechanism of action augments a naturally occurring process by clearing the path for aqueous humor outflow in the TM. We expect that this mechanism of action should complement all currently-approved glaucoma drugs which work in other ways to lower IOP, including by reducing the aqueous humor production or increasing outflow through the uveoscleral pathway. This makes *trabodenoson*, with its favorable safety profile, a candidate to add to other glaucoma medications when a further reduction of the IOP is desirable.
- **Convenient Dosing.** Current clinical data indicate that twice-a-day, or BID, dosing with *trabodenoson* is well tolerated and lowers IOP significantly. Moreover, after 28 days of BID dosing, the IOP-lowering effect persisted for an additional 24 hours after the last dose of medication, which suggests that *trabodenoson* could be dosed QD. We believe a QD dosing regimen minimizes the burden on patients to remember to take their medication, thus potentially improving compliance with the therapy. If confirmed in our Phase 3 program, BID or QD dosing would make *trabodenoson* easier to use than most non-PGA products, and if QD dosing is confirmed and approved, *trabodenoson*'s dosing frequency would match the best-in-class PGAs and would also facilitate an FDC that could be dosed once a day.

We believe that *trabodenoson*'s efficacy, complementary mechanism of action, dosing profile and safety profile also make it well-suited for use in an FDC with a PGA, which could be an effective and convenient option for patients currently using two or more glaucoma drugs to lower IOP.

Product Pipeline

Our product pipeline includes *trabodenoson*, as a monotherapy delivered in an eye drop formulation, as well as an FDC that includes *trabodenoson* plus *latanoprost* in an eye drop formulation. We are also evaluating the potential for *trabodenoson* to directly target optic nerve neuropathies. The following table summarizes key information about our product development programs.



Trabodenoson

Our first product candidate, *trabodenoson*, is a monotherapy dosed in an eye drop. Our clinical trials have shown that *trabodenoson* has significant IOP-lowering effects, convenient dosing and also has a favorable safety profile when compared to the currently available glaucoma treatments, such as PGAs and non-PGAs.

Trabodenoson-Latanoprost Fixed-Dose Combination

A large number of patients use more than one drug in an attempt to lower IOP. The available FDC products increase IOP-lowering but also have unpleasant tolerability challenges in the eye, as well as the adverse effects, safety warnings, precautions and contraindications that the two individually-dosed drugs carry in their FDA-approved package inserts. An FDC product containing a PGA plus a non-PGA has not yet been approved in the United States. We believe that none have gained FDA approval because the modest incremental benefit in IOP-lowering seen when a non-PGA is added to a PGA is too small in the context of the added side effects and clinical risks that come with the combined drugs. In contrast, we believe that an FDC containing a PGA and *trabodenoson* will benefit from significant incremental efficacy while adding very few side effects or clinical risks to the profile of the PGA alone. We believe such a product would be well received in the glaucoma market, especially for use in patients with higher IOPs that currently use two or more glaucoma drugs to lower IOP.

Our second product candidate is a combination of *trabodenoson* with a PGA, *latanoprost*, to create an FDC. While our FDC has not yet been formulated or administered to humans, we expect that *trabodenoson* will not adversely affect the safety profile of *latanoprost*, or any other

currently-approved PGA, because of its favorable safety and tolerability profile. We believe that *trabodenoson*'s mechanism for lowering IOP is likely to complement the mechanism of action of *latanoprost* and other PGAs, which work primarily on the secondary uveoscleral outflow, because *trabodenoson* is believed to act through the TM, the largest aqueous humor outflow path in the eye. In fact, our IOP-lowering studies in cynomolgus monkeys have shown that IOP-lowering is significantly better when the eye is treated with both *trabodenoson* and *latanoprost*, as compared to treatment with *latanoprost* alone. Moreover, *trabodenoson* appears to have a sufficiently long duration of action, which we believe may allow it to be effectively dosed QD in conjunction with *latanoprost* as an FDC. Assuming the *trabodenoson* safety profile remains favorable, a *trabodenoson-latanoprost* FDC therapy could present a much improved risk/benefit profile over other combinations of currently-approved PGAs and non-PGAs.

Trabodenoson for Optic Neuropathy

The neuroprotective potential of *trabodenoson* is supported by the basic biology of adenosine, which has shown that the stimulation of the A1 receptor can protect tissues of the central nervous system. While we have not yet conducted a formal program of studies to prove neuroprotection, we plan to study the potential of *trabodenoson* monotherapy and our FDC product candidate to slow the loss of vision significantly more than attributable to IOP lowering alone, either in glaucoma patients or in other rarer forms of optic nerve neuropathies.

Clinical Development Plan

Our planned Phase 3 program for *trabodenoson* as monotherapy is expected to incorporate both the FDA-acceptable clinical endpoint of IOP, and to include studies with three months of treatment, both of which are well-known and accepted standards for pivotal trials for glaucoma. We are planning an End-of-Phase 2 meeting with the FDA in the first half of 2015 to discuss our Phase 3 program for *trabodenoson* monotherapy and to confirm the design and endpoints for the Phase 3 pivotal trials. *Timolol*, a non-PGA, will be used as the positive control in the Phase 3 pivotal trials due to its long history as a glaucoma therapy and the large amount of clinical data available on the drug, making it the comparator of choice in most recent Phase 3 trials in glaucoma. We plan to start our Phase 3 program for *trabodenoson* monotherapy in mid-2015, and we expect to report top-line data from the first pivotal trial in the program by late 2016 or early 2017, with the second pivotal trial being completed in 2017. After completion of the long-term monotherapy safety study, we plan to submit an NDA. We are planning to commence our Phase 3 program for the FDC of *trabodenoson* and *latanoprost* in 2017.

Our Strategy

Our goal is to become a leading biopharmaceutical company focused on the discovery, development and commercialization of novel therapies to treat glaucoma. The key elements of our strategy are as follows:

- Complete clinical development and seek marketing approval for our lead product candidate, *trabodenoson* monotherapy;
- Complete clinical development and seek marketing approval of an FDC product that includes both *trabodenoson* and *latanoprost*;
- Establish a specialty sales force to maximize the commercial potential of *trabodenoson* in the United States; and
- Evaluate the potential of *trabodenoson* to slow the loss of vision associated with glaucoma or for additional ophthalmic indications.

Risks Associated with Our Business

Our business is subject to a number of risks of which you should be aware before making an investment decision. These risks are discussed more fully in the "Risk Factors" section of this prospectus. These risks include the following:

- We currently have no source of revenue and may never become profitable.
- We depend substantially on the success of our product candidates, particularly *trabodenoson* monotherapy and *trabodenoson* FDC, which are still in development. If we are unable to successfully commercialize our product candidates, or experience significant delays in doing so, our business will be materially harmed.
- We will need to obtain additional financing to fund our operations and, if we are unable to obtain such financing, we may be unable to complete the development and commercialization of our primary product candidates.
- We have not obtained regulatory approval for any of our product candidates in the United States or in any other country, and we cannot guarantee that we will ever have marketable products.
- We have not yet successfully formulated, and may be unable to formulate or manufacture our fixed-dose combination product candidate in a way that is suitable for clinical or commercial use. Any such delay or failure could materially harm our commercial prospects, result in higher costs and deprive us of product candidate revenues.
- Our product candidates may have undesirable adverse effects, which may delay or prevent regulatory approval or, if approval is received, require our products to be taken off the market, require them to include safety warnings or otherwise limit their sales.
- If we are unable to effectively establish a direct sales force in the United States, our business may be harmed.
- We face competition from established branded and generic pharmaceutical companies and if our competitors are able to develop and market products that are preferred over our products, our commercial opportunity will be reduced or eliminated.
- The commercial success of our product candidates will depend on the degree of market acceptance among ophthalmologists and optometrists, patients, patient advocacy groups, third-party payors and the medical community.
- If we fail to obtain and sustain coverage and an adequate level of reimbursement for our product candidates by third-party payors, potential future sales would be materially adversely affected.
- We may not be able to protect our proprietary technology in the marketplace.
- We will need to significantly increase the size of our organization, and we may experience difficulties in managing growth.

Company and Other Information

We were incorporated under the laws of the State of Delaware on July 7, 1999. Our principal executive office is located at 131 Hartwell Avenue, Suite 105, Lexington, Massachusetts, and our telephone number is (781) 676-2100. Our website address is www.inotekpharma.com. We do not incorporate the information on or accessible through our website into this prospectus, and you should not consider any information on, or that can be accessed through, our website as part of this prospectus. The reference to our website is an inactive textual reference only and is not a hyperlink.

All trademarks or trade names referred to in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and trade names in this prospectus may be referred to without the ® and ™ symbols, but such references should not be construed as

any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto. We do not intend our use or display of other companies' trademarks and trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

Implications of Being an Emerging Growth Company

As a company with less than $1 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and we may remain an emerging growth company for up to five years. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure and other requirements that are applicable to other public companies that are not emerging growth companies. In particular, in this prospectus, we have provided only two years of audited financial statements and have not included all of the executive compensation related information that would be required if we were not an emerging growth company. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock.

The Offering

Common stock offered by us	shares
Common stock to be outstanding immediately after this offering	shares (shares if the underwriters exercise their option to purchase additional shares in full)
Underwriters' option to purchase additional shares	shares
Use of proceeds	We estimate that we will receive net proceeds from this offering of approximately $ million, or $ million, if the underwriters exercise their option to purchase additional shares in full, based upon an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from this offering to fund the continued development of our product candidates and for other general corporate purposes. See "Use of Proceeds."
Risk factors	You should carefully read "Risk Factors" in this prospectus for a discussion of factors that you should consider before deciding to invest in our common stock.
Proposed NASDAQ Global Market symbol	"ITEK"

The number of shares of our common stock to be outstanding after this offering is based on 34,590,552 shares of our common stock outstanding as of June 30, 2014, which assumes the conversion of all of our outstanding 25,097,103 shares of preferred stock, including all accrued and unpaid dividends thereon, into 30,450,953 shares of common stock, which will occur immediately prior to the closing of this offering, and excludes:

- 48,137 shares of common stock issuable upon the exercise of stock options at a weighted-average exercise price of $10.00 per share;
- 1,081,136 shares of common stock issuable upon the exercise of warrants outstanding, 852,230 of which have an exercise price of $0.01 per share and which are exercisable for preferred stock prior to the closing of this offering and will terminate upon the closing of this offering, and 228,906 of which have an exercise price of $1.529 per share, and which are exercisable for preferred stock prior to the closing of this offering and are exercisable for common stock upon the closing of this offering; and
- shares of common stock reserved for future issuance under our 2014 Stock Option and Incentive Plan, or the 2014 Plan.

Unless otherwise indicated, all information in this prospectus reflects or assumes the following:

- the filing and effectiveness of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, which will occur immediately prior to the closing of this offering;
- the conversion of all of our outstanding 25,097,103 shares of preferred stock, including all accrued and unpaid dividends thereon, into 30,450,953 shares of common stock upon the closing of this offering;
- no issuance or exercise of stock options or warrants on or after June 30, 2014; and
- no exercise by the underwriters of their option to purchase up to an additional shares of common stock in this offering to cover overallotments, if any.

Summary Financial Data

The summary statements of operations data for the years ended December 31, 2012 and 2013 are derived from our audited financial statements included elsewhere in this prospectus. The summary statements of operations data for the six months ended June 30, 2013 and 2014, and the summary balance sheet data as of June 30, 2014, have been derived from our unaudited financial statements included elsewhere in this prospectus. Our unaudited financial statements have been prepared on a basis consistent with our audited financial statements included in this prospectus and, in the opinion of management, reflect all adjustments, consisting only of normal and recurring adjustments, necessary for a fair presentation of such financial data. You should read this summary financial data together with our audited financial statements and related notes included elsewhere in this prospectus and the information under the captions "Selected Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our historical results are not necessarily indicative of our future results, and our operating results for the six-month period ended June 30, 2014 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2014 or any other interim periods or any future year or period.

	Year Ended December 31,		Six Months Ended June 30,	
(in thousands, except share and per share data)	2012	2013	2013	2014
			(unaudited)	
Statements of Operations Data:				
Operating expenses:				
Research and development	$ (3,542)	$ (5,330)	$ (2,304)	$ (3,412)
General and administrative	(2,307)	(1,324)	(1,021)	(494)
Loss from operations	(5,849)	(6,654)	(3,325)	(3,906)
Other income	4	3	–	–
Interest expense	(213)	(884)	(388)	(491)
Change in fair value of warrant liabilities	–	(81)	–	(598)
Net loss	$ (6,058)	$ (7,616)	$ (3,713)	$ (4,995)
Net loss per common share—basic and diluted	$ (1.98)	$ (2.48)	$ (1.18)	$ (1.70)
Weighted-average common shares outstanding—basic and diluted	4,124,880	4,131,863	4,124,880	4,139,599
Pro forma net loss per common share—basic and diluted (unaudited)(1)		$ (0.35)		$ (0.21)
Pro forma weighted-average common shares outstanding—basic and diluted (unaudited)		29,413,014		33,796,398

(in thousands)	As of June 30, 2014 Actual (Unaudited)	Pro Forma(2) (Unaudited)	Pro Forma As Adjusted(3)(4) (Unaudited)
Balance Sheet Data:			
Cash and cash equivalents	$ 8,881	$ 8,881	
Total assets	8,923	8,923	
Notes payable—current portion	2,899	2,899	
Notes payable, net of current portion	4,012	4,012	
Warrant liabilities	2,486	—	
Total liabilities	11,576	9,090	
Series AA redeemable convertible preferred stock	42,715	—	
Accumulated deficit	(123,505)	(123,505)	
Total stockholders' deficit	(45,916)	(167)	

(1) See Note 2 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the method used to calculate the historical and pro forma net loss per share, basic and diluted, and the number of shares used in the computation of the per share amounts.

(2) Pro forma column in the balance sheet data table above reflects (a) the conversion of all outstanding shares of our convertible preferred stock into an aggregate of 30,450,953 shares of common stock immediately prior to the closing of this offering and (b) the filing and effectiveness of our amended and restated certificate of incorporation, which will occur immediately prior to the closing of this offering.

(3) Pro forma as adjusted column in the balance sheet data table above gives effect to (a) the pro forma adjustments set forth above and (b) the sale and issuance by us of shares of our common stock in this offering, based upon the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(4) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the amount of our cash and cash equivalents, total assets and total stockholders' equity by $, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase (decrease) of one million shares offered by us would increase (decrease) the amount of our cash and cash equivalents, total assets and total stockholders' equity by $, assuming the assumed initial public offering price remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

RISK FACTORS

An investment in our common stock involves a high degree of risk. We operate in an industry that involves numerous risks and uncertainties. The risks and uncertainties described below may change over time and other risks and uncertainties, including those that we do not currently consider material, may impair our business. If any of the risks discussed below actually occur, our business, financial condition, operating results or cash flows could be materially adversely affected. This could cause the trading price of our common stock to decline, and you may lose all or part of your investment.

Risks Related to Our Financial Position and Need for Additional Capital

We currently have no source of revenue and may never become profitable.

We are a clinical-stage biopharmaceutical company with a limited operating history. Our ability to generate revenue and become profitable depends upon our ability to successfully complete the development of our product candidates for the treatment of glaucoma and obtain the necessary regulatory approvals for our product candidates. We have never been profitable, have no products approved for commercial sale and to date have not generated any revenue from product sales. Even if we receive regulatory approval for the sale of our product candidates, we do not know when such product candidates will generate revenue, if at all. Our ability to generate product revenue depends on a number of factors, including our ability to:

- successfully complete clinical development, and receive regulatory approval, for our product candidates, including *trabodenoson* monotherapy and *trabodenoson* with *latanoprost* as a fixed-dose combination, or FDC;
- set an acceptable price for our product candidates and obtain coverage and adequate reimbursement from third-party payors;
- establish sales, marketing and distribution systems for our product candidates;
- add operational, financial and management information systems and personnel, including personnel to support our clinical, manufacturing and planned future commercialization efforts;
- have commercial quantities of our product candidates manufactured at acceptable cost levels;
- successfully market and sell our product candidates in the United States and enter into partnerships or other arrangements to commercialize our product candidates outside the United States; and
- maintain, expand and protect our intellectual property portfolio.

In addition, because of the numerous risks and uncertainties associated with product development, we are unable to predict the timing or amount of increased expenses, or when, or if, we will be able to achieve or maintain profitability. In addition, our expenses could increase beyond expectations if we are required by the U.S. Food and Drug Administration, or FDA, and comparable non-U.S. regulatory authorities, or other regulatory authorities to perform studies or clinical trials in addition to those that we currently anticipate. Even if our product candidates are approved for commercial sale, we anticipate incurring significant costs associated with the commercial launch of these products.

Our ability to become and remain profitable depends on our ability to generate revenue. Even if we are able to generate revenues from the sale of our product candidates, we may not become profitable and may need to obtain additional funding to continue operations. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce our operations. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, expand our business or continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

We have a history of net losses and anticipate that we will continue to incur net losses for the foreseeable future.

We have a history of losses and anticipate that we will continue to incur net losses for the foreseeable future. Our net losses were $6.1 million and $7.6 million for the years ended December 31, 2012 and 2013, respectively. Our net losses were $3.7 million and $5.0 million for the six months ended June 30, 2013 and 2014, respectively. As of June 30, 2014, we had an accumulated deficit of $123.5 million.

Investment in pharmaceutical product development is highly speculative because it entails substantial upfront capital expenditures and significant risk that a product candidate will fail to gain regulatory approval or become commercially viable. We have devoted most of our financial resources to research and development, including our non-clinical development activities and clinical trials. We are not currently generating revenues, and we cannot estimate with precision the extent of our future losses. We do not currently have any products that are available for commercial sale and we may never generate revenue from selling products or achieve profitability. We expect to continue to incur substantial and increasing losses through the projected commercialization of our product candidates. None of our product candidates have been approved for marketing in the United States and may never receive such approval. As a result of these factors, we are uncertain when or if we will achieve profitability and, if so, whether we will be able to sustain it. Our ability to produce revenue and achieve profitability is dependent on our ability to complete the development of our product candidates, obtain necessary regulatory approvals, and have our products manufactured and successfully marketed. We cannot assure you that we will be profitable even if we successfully commercialize our products. Failure to become and remain profitable may adversely affect the market price of our common stock and our ability to raise capital and continue operations.

We have financed our operations with a combination of private and public grants and contracts and equity and preferred stock offerings. From 1997 to 2004, we have received non-dilutive funding totaling over $50 million through federal and private grants and contracts. Since 2004, we have raised additional equity capital with funding from biotechnology and pharmaceutical investors. In February 2004, we completed the sale of approximately $20 million of Series A preferred stock. In October 2005, we completed the sale of $35 million of Series B preferred stock. In October of 2007, we completed the sale of approximately $24 million of Series C preferred. In June 2011, we completed the sale of an aggregate of approximately $23.5 million of Series AA preferred stock in four separate closings during the preceding year. In February 2013, we completed the sale of approximately $3.5 million of convertible promissory notes in three separate closings during the preceding eight months. In July 2013, we completed the sale of an additional approximately $13.5 million of Series AA preferred stock, including the conversion of the convertible promissory notes, in two separate closings during the previous two months. Our product candidates will require the completion of regulatory review, significant marketing efforts and substantial investment before they can provide us with any revenue.

We expect our research and development expenses to continue to be significant in connection with our ongoing and planned Phase 2 clinical trials and our planned Phase 3 program. In addition, if we obtain regulatory approval for our product candidates, we expect to incur increased sales and marketing expenses. As a result, we expect to continue to incur significant and increasing operating losses and negative cash flows for the foreseeable future. These losses have had and will continue to have a material adverse effect on our stockholders' deficit, financial position, cash flows and working capital.

We will need to obtain additional financing to fund our operations and, if we are unable to obtain such financing, we may be unable to complete the development and commercialization of our primary product candidates.

Our operations have consumed substantial amounts of cash since inception. At June 30, 2014, our cash and cash equivalents were $8.9 million. We estimate that the net proceeds from this offering will be approximately $ million, based on the initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We believe that the net proceeds from this offering, together with existing cash and cash equivalents, will be sufficient to fund our projected operating requirements for at least the next 18 months. We expect that these funds will not be sufficient to enable us to complete all necessary development or commercially launch our current product candidates. We will need to obtain additional financing to conduct additional trials for the approval of our drug candidates if requested by regulatory bodies, and complete the development of any additional product candidates we might acquire. Moreover, our fixed expenses such as rent, interest expense and other contractual commitments are substantial and are expected to increase in the future.

Adequate additional funding may not be available to us on acceptable terms, or at all. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate our research and development programs or future commercialization efforts. Our forecast of the period of time through which our financial resources will be adequate to support our operating requirements is a forward-looking statement and involves risks and uncertainties, and actual results could vary as a result of a number of factors, including the factors discussed elsewhere in this “Risk Factors” section. We have based this forecast on a number of assumptions that may prove to be wrong, and changing circumstances beyond our control may cause us to consume capital more rapidly than we currently anticipate.

Our future funding requirements will depend on many factors, including, but not limited to:

- the progress, timing, scope and costs of our clinical trials, including the ability to enroll patients in our planned and potential future clinical trials in a timely manner;
- the time and cost necessary to obtain regulatory approvals that may be required by regulatory authorities;
- our ability to successfully commercialize our product candidates;
- the amount of sales and other revenues from product candidates that we may commercialize, if any, including the selling prices for such product candidates and the availability of coverage and adequate reimbursement from third parties;
- selling and marketing costs associated with our product candidates, including the cost and timing of expanding our marketing and sales capabilities;
- the terms and timing of any potential future collaborations, licensing or other arrangements that we may establish;
- cash requirements of any future acquisitions and/or the development of other product candidates;
- the costs of operating as a public company;
- the time and cost necessary to respond to technological and market developments;
- the costs of maintaining and expanding our existing intellectual property rights; and
- the costs of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights.

Until we can generate a sufficient amount of revenue, we may finance future cash needs through public or private equity offerings, license agreements, debt financings, collaborations, strategic

alliances, marketing or distribution arrangements or a combination thereof. Additional funds may not be available when we need them on terms that are acceptable to us, or at all. General market conditions or the market price of our common stock may not support capital raising transactions such as an additional public or private offering of our common stock or other securities. In addition, our ability to raise additional capital may be dependent upon our stock being quoted on the NASDAQ Global Market, or NASDAQ, or upon obtaining shareholder approval. There can be no assurance that we will be able to satisfy the criteria for continued listing on NASDAQ or that we will be able to obtain shareholder approval if it is necessary. If adequate funds are not available, we may be required to delay or reduce the scope of or eliminate one or more of our research or development programs or our commercialization efforts.

We may seek to access the public or private capital markets whenever conditions are favorable, even if we do not have an immediate need for additional capital at that time. In addition, if we raise additional funds through collaborations, strategic alliances or marketing, distribution or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams or product candidates or to grant licenses on terms that may not be favorable to us. Our inability to obtain additional funding when we need it could seriously harm our business.

Additional capital that we may need to operate or expand our business may not be available. In addition, our agreements that govern our indebtedness contain covenants that restrict our ability to obtain additional capital and pursue business opportunities.

We may require additional capital to operate or expand our business. Additional funds may not be available when we need them, on terms that are acceptable to us, or at all. For example, the agreements governing our indebtedness contain various restrictive covenants, including restrictions on our ability to dispose of assets, make acquisitions or investments, incur additional debt or liens, make distributions to our stockholders or enter into certain types of related party transactions, and any debt financing obtained by us in the future could involve further restrictive covenants, which may make it more difficult for us to obtain additional capital and pursue business opportunities. Moreover, our existing debt contains an optional prepayment penalty. If we raise additional funds through the issuance of equity or convertible securities, the percentage ownership of holders of our common stock could be significantly diluted and these newly issued securities may have rights, preferences or privileges senior to those of holders of our common stock. Furthermore, volatility in the credit or equity markets may have an adverse effect on our ability to obtain debt or equity financing or the cost of such financing. If we do not have funds available to enhance our solution, maintain the competitiveness of our technology and pursue business opportunities, this could have an adverse effect on our business, operating results and financial condition.

Risks Related to Development, Regulatory Approval and Commercialization

We depend substantially on the success of our product candidates, particularly trabodenoson monotherapy and trabodenoson FDC, which are still in development. If we are unable to successfully commercialize our product candidates, or experience significant delays in doing so, our business will be materially harmed.

Our business and the ability to generate revenue related to product sales, if ever, will depend on the successful development, regulatory approval and commercialization of our product candidates *trabodenoson* monotherapy and *trabodenoson* FDC, which are still in development, and other potential products we may develop or license. We have invested a significant portion of our efforts and financial resources in the development of our existing product candidates. The success of our product candidates will depend on several factors, including:

- successful completion of clinical trials, and the supporting non-clinical toxicology, formulation development, and manufacturing of supplies for the clinical program in accordance with current Good Manufacturing Practices, or cGMP;

- receipt of regulatory approvals from the FDA and other applicable regulatory authorities outside the United States;
- establishment of arrangements with third-party manufacturers;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity;
- protecting our rights in our intellectual property;
- launching commercial sales of our product candidates, if and when approved;
- acceptance of any approved product by the medical community and patients;
- obtaining coverage and adequate reimbursement from third-party payors for product candidates, if and when approved;
- effectively competing with other products; and
- achieving a continued acceptable safety profile for our product candidates following regulatory approval, if and when received.

If we do not achieve one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize our product candidates, which would materially harm our business and we may not be able to earn sufficient revenues and cash flows to continue our operations.

Our product candidates are *trabodenoson* as a monotherapy and as an FDC consisting of *trabodenoson* with a prostaglandin analog, or PGA. We have no other product candidates in our near term product pipeline. As a result, we are substantially dependent on the successful development and commercialization of *trabodenoson*. If the results of our chronic toxicology program were to identify a safety problem, or if our Phase 2 clinical trial or our upcoming pivotal trials of *trabodenoson* monotherapy were to demonstrate lack of efficacy in lowering intraocular pressure, or IOP, or any safety issues related to *trabodenoson*, our development strategy would be materially and adversely affected.

We have not obtained regulatory approval for any of our product candidates in the United States or in any other country.

We currently do not have any product candidates that have gained regulatory approval for sale in the United States or in any other country, and we cannot guarantee that we will ever have marketable products. Our business is substantially dependent on our ability to complete the development of, obtain regulatory approval for and successfully commercialize product candidates in a timely manner. We cannot commercialize product candidates in the United States without first obtaining regulatory approval to market each product from the FDA; similarly, we cannot commercialize product candidates outside of the United States without obtaining regulatory approval from comparable foreign regulatory authorities. *Trabodenoson* is currently undergoing a Phase 2 trial in which we are testing *trabodenoson* co-administered with *latanoprost*. We are planning an End-of-Phase 2 meeting with the FDA for *trabodenoson* monotherapy in the first half of 2015 and expect to initiate a pivotal Phase 3 program in mid-2015, which will consist of two Phase 3 pivotal trials and a long-term safety study. We cannot predict whether our current Phase 2 trial or any future trials, including our planned long-term safety trial of *trabodenoson*, will be successful or whether regulators will agree with our conclusions regarding the preclinical studies and clinical trials we have conducted to date.

Before obtaining regulatory approvals for the commercial sale of any product candidate for a target indication, we must demonstrate in preclinical studies and well-controlled clinical trials, and, with respect to approval in the United States, to the satisfaction of the FDA, that the product candidate is safe and effective for use for that target indication and that the manufacturing facilities, processes and controls are adequate. In the United States, we have not submitted a New Drug Application, or NDA, for any of our product candidates. An NDA must include extensive preclinical and clinical data and supporting information to establish the product candidate's safety and effectiveness for each desired

indication. The NDA must also include significant information regarding the chemistry, manufacturing and controls for the product. Obtaining approval of an NDA is a lengthy, expensive and uncertain process, and approval may not be obtained. If we submit an NDA to the FDA, the FDA must decide whether to accept or reject the submission for filing. We cannot be certain that any submissions will be accepted for filing and review by the FDA.

Regulatory authorities outside of the United States, such as in Europe and Japan and in emerging markets, also have requirements for approval of drugs for commercial sale with which we must comply prior to marketing in those areas. Regulatory requirements can vary widely from country to country and could delay or prevent the introduction of our product candidates. Clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and obtaining regulatory approval in one country does not mean that regulatory approval will be obtained in any other country. Approval processes vary among countries and can involve additional product testing and validation and additional administrative review periods. Seeking non-U.S. regulatory approval could require additional non-clinical studies or clinical trials, which could be costly and time consuming. The non-U.S. regulatory approval process may include all of the risks associated with obtaining FDA approval. For all of these reasons, we may not obtain non-U.S. regulatory approvals on a timely basis, if at all.

The process to develop, obtain regulatory approval for and commercialize product candidates is long, complex and costly both inside and outside of the United States, and approval is never guaranteed. Even if our product candidates were to successfully obtain approval from the regulatory authorities, any approval might significantly limit the approved indications for use, or require that precautions, contraindications, or warnings be included on the product labeling, or require expensive and time-consuming post-approval clinical trials or surveillance as conditions of approval. Following any approval for commercial sale of our product candidates, certain changes to the product, such as changes in manufacturing processes and additional labeling claims, will be subject to additional FDA review and approval. Also, regulatory approval for any of our product candidates may be withdrawn. If we are unable to obtain regulatory approval for our product candidates in one or more jurisdictions, or any approval contains significant limitations, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed. Furthermore, we may not be able to obtain sufficient funding or generate sufficient revenue and cash flows to continue the development of any other product candidate in the future.

Regulatory approval may be substantially delayed or may not be obtained for one or all of our product candidates if regulatory authorities require additional time or studies to assess the safety and efficacy of our product candidates.

We may be unable to initiate or complete development of our product candidates on schedule, if at all. The timing for the completion of the studies for our product candidates will require funding beyond the proceeds of this offering. In addition, if regulatory authorities require additional time or studies to assess the safety or efficacy of our product candidates, we may not have or be able to obtain adequate funding to complete the necessary steps for approval for any or all of our product candidates. Preclinical studies and clinical trials required to demonstrate the safety and efficacy of our product candidates are time consuming and expensive and together take several years or more to complete. Delays in regulatory approvals or rejections of applications for regulatory approval in the United States, Europe, Japan or other markets may result from many factors, including:

- our inability to obtain sufficient funds required for a clinical trial;
- requests from regulatory authorities for additional analyses, reports, data, non-clinical and preclinical studies and clinical trials;
- questions from regulatory authorities regarding interpretations of data and results and the emergence of new information regarding our product candidates or other products;

- clinical holds, other regulatory objections to commencing or continuing a clinical trial or the inability to obtain regulatory approval to commence a clinical trial in countries that require such approvals;
- failure to reach agreement with the FDA or comparable non-US regulatory authorities regarding the scope or design of our clinical trials;
- our inability to enroll a sufficient number of patients who meet the inclusion and exclusion criteria in our clinical trials. For example, we are seeking patients with elevated levels of IOP for our clinical trials, which are more difficult to find;
- our inability to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols;
- our inability to reach agreements on acceptable terms with prospective contract research organizations, or CROs, and trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- our inability to identify and maintain a sufficient number of sites, many of which may already be engaged in other clinical trial programs, including some that may be for the same indications targeted by our product candidates;
- any determination that a clinical trial presents unacceptable health risks;
- lack of adequate funding to continue the clinical trial due to unforeseen costs or other business decisions;
- our inability to obtain approval from Institutional Review Boards, or IRBs, to conduct clinical trials at their respective sites;
- our inability to manufacture in a timely manner or obtain from third parties sufficient quantities or quality of the product candidates or other materials required for a clinical trial;
- difficulty in maintaining contact with patients after treatment, resulting in incomplete data; and
- unfavorable or inconclusive results of clinical trials and supportive non-clinical studies, including unfavorable results regarding the effectiveness of product candidates during clinical trials.

Changes in regulatory requirements and guidance may also occur and we may need to amend clinical trial protocols submitted to applicable regulatory authorities to reflect these changes. Amendments may require us to resubmit clinical trial protocols to IRBs for re-examination, which may impact the costs, timing or successful completion of a clinical trial.

As a result of our planned End-of-Phase 2 meeting with the FDA for *trabodenoson* in the first half of 2015, the FDA may require us to conduct additional clinical trials before we commence our Phase 3 pivotal trials and long-term safety study or they may require us to increase the size of or change the design of our planned pivotal trials. In addition, if the FDA requires us to change the design of our planned pivotal trials, the actual costs of these trials may be greater than what we estimated based on our current expectations regarding the design of these trials. If we are required to conduct additional clinical trials or other studies with respect to any of our product candidates beyond those that we initially contemplated, if we are unable to successfully complete our clinical trials or other studies or if the results of these studies are not positive or are only modestly positive, we may be delayed in obtaining regulatory approval for that product candidate, we may not be able to obtain regulatory approval at all or we may obtain approval for indications that are not as broad as intended. Our product development costs will also increase if we experience delays in testing or approvals and we may not have sufficient funding to complete the testing and approval process. Significant clinical trial delays could allow our competitors to bring products to market before we do and impair our ability to commercialize our products if and when approved. If any of this occurs, our business will be materially harmed.

We have not yet successfully formulated, and may be unable to formulate or manufacture our fixed-dose combination product candidate in a way that is suitable for clinical or commercial use. Any such delay or failure could materially harm our commercial prospects, result in higher costs and deprive us of product candidate revenues.

We are currently conducting a Phase 2 trial to evaluate the efficacy, tolerability and safety of *trabodenoson* when co-administered with commercially-available *latanoprost* eye drops. However, we have not yet formulated our FDC product candidate to include these two drugs in a single combination dose, and we may never be able to formulate or manufacture our FDC product candidate in a way that is suitable for clinical or commercial use. Any delay or failure to develop a suitable product formulation or manufacturing process for our FDC product candidate could materially harm our commercial prospects, result in higher costs or deprive us of potential product revenues.

Failure can occur at any stage of clinical development. If the clinical trials for our product candidates are unsuccessful, we could be required to abandon development.

A failure of one or more clinical trials can occur at any stage of testing for a variety of reasons. The outcome of preclinical testing and early clinical trials may not be predictive of the outcome of later clinical trials, and interim results of a clinical trial do not necessarily predict final results. In addition, adverse events may occur or other risks may be discovered in Phase 2 or Phase 3 clinical trials that will cause us to suspend or terminate our clinical trials. In some instances, there can be significant variability in safety and/or efficacy results between different trials of the same product candidate due to numerous factors, including changes in or adherence to trial protocols, differences in size and type of the patient populations and the rates of dropout among clinical trial participants. To date, we have only exposed 183 clinical trial subjects to *trabodenoson*. The FDA expects that a total of at least 1,500 patients are exposed to at least a single dose of *trabodenoson* before submission of an NDA, and the complete NDA submission package must also contain safety data from at least 300 patients treated with *trabodenoson* for at least six months, and at least 100 patients treated for at least a year. Our future clinical trial results therefore may not demonstrate safety and efficacy sufficient to obtain regulatory approval for our product candidates. Moreover, we still need to evaluate the long-term safety effects of our product candidates, the results of which could adversely affect our clinical development program.

Flaws in the design of a clinical trial may not become apparent until the clinical trial is well-advanced. We have limited experience in designing clinical trials and may be unable to design and execute a clinical trial to support regulatory approval. In addition, clinical trials often reveal that it is not practical or feasible to continue development efforts. Further, we have never submitted an NDA for any product candidates.

We may voluntarily suspend or terminate our clinical trials if at any time we believe that they present an unacceptable risk to participants. Further, regulatory agencies, IRBs or data safety monitoring boards may at any time order the temporary or permanent discontinuation of our clinical trials or request that we cease using investigators in the clinical trials if they believe that the clinical trials are not being conducted in accordance with applicable regulatory requirements, or that they present an unacceptable safety risk to participants.

If the results of our clinical trials for our current product candidates or clinical trials for any future product candidates do not achieve the primary efficacy endpoints or demonstrate unexpected safety issues, the prospects for approval of our product candidates will be materially adversely affected. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that believed their product candidates performed satisfactorily in preclinical studies and clinical trials have failed to achieve similar results in later clinical trials, including longer term trials, or have failed to obtain regulatory approval of their product candidates. Many compounds

that initially showed promise in clinical trials or earlier stage testing have later been found to cause undesirable or unexpected adverse effects that have prevented further development of the compound. In addition, we have typically only tested our product candidates in a single eye, which may not accurately predict the efficacy or safety of our product candidates when dosed in both eyes. Our current Phase 2 trial and our planned Phase 3 pivotal trials of *trabodenoson* monotherapy may not produce the results that we expect. Our clinical trials are also designed to test the use of *trabodenoson* in combination with *latanoprost* as an add-on therapy. Accordingly, the efficacy of our primary product candidates may not be similar or correspond directly to their efficacy when used as a monotherapy. Our current product candidates remain subject to the risks associated with clinical drug development as indicated above.

In addition to the circumstances noted above, we may experience numerous unforeseen events that could cause our clinical trials to be delayed, suspended or terminated, or which could delay or prevent our ability to receive regulatory approval or commercialize our product candidates, including:

- clinical trials of our product candidates may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional clinical trials or implement a clinical hold;
- the number of patients required for clinical trials of our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or participants may drop out of these clinical trials at a higher rate than we anticipate;
- our third-party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all;
- regulators or IRBs may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may have delays in reaching or fail to reach agreement on acceptable clinical trial contracts or clinical trial protocols with prospective trial sites;
- we may elect or be required to suspend or terminate clinical trials of our product candidates based on a finding that the participants are being exposed to health risks;
- the cost of clinical trials of our product candidates may be greater than we anticipate;
- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be insufficient or inadequate; and
- our product candidates may have undesirable adverse effects or other unexpected characteristics.

If we elect or are required to suspend or terminate a clinical trial of any of our product candidates, our commercial prospects will be adversely impacted and our ability to generate product revenues may be delayed or eliminated.

Our product candidates may have undesirable adverse effects, which may delay or prevent regulatory approval or, if approval is received, require our products to be taken off the market, require them to include safety warnings or otherwise limit their sales.

Unforeseen adverse effects from any of our product candidates could arise either during clinical development or, if approved, after the approved product has been marketed. In particular, we are aware of the known potential of adenosine and adenosine-like drugs to affect the heart if present in the systematic circulation at high enough levels.

Any undesirable adverse effects that may be caused by our product candidates could interrupt, delay or halt clinical trials and could result in the denial of regulatory approval by the FDA and comparable non-U.S. regulatory authorities for any or all targeted indications, and in turn prevent us from commercializing our product candidates and generating revenues from their sale. In addition, if any of our product candidates receives regulatory approval and we or others later identify undesirable adverse effects caused by the product, we could face one or more of the following consequences:

- regulatory authorities may require the addition of labeling statements, such as a “black box” warning or a contraindication, or other labeling changes;
- regulatory authorities may withdraw their approval of the product;
- regulatory authorities may seize the product;
- we may be required to change the way that the product is administered, conduct additional clinical trials or recall the product;
- we may be subject to litigation or product liability claims, fines, injunctions, or criminal penalties; and
- our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance of the affected product or could substantially increase the costs and expenses of commercializing such product, which in turn could delay or prevent us from generating significant revenues from its sale.

Trabodenoson is an adenosine mimetic. Adenosine is used therapeutically to manage cardiovascular arrhythmias, such as paroxysmal supraventricular tachycardia, a type of accelerated heart rate. All of our data to date reflects that *trabodenoson* does not have systemic effects, including no impact on the cardiovascular system when dosed in the eye. However, we are still conducting additional trials for *trabodenoson* and systemic effects may arise in future trials. Furthermore, if *trabodenoson* has the perception of having potential adverse effects because it is an adenosine mimetic, it may be negatively viewed by ophthalmologists and optometrists, patients, patient advocacy groups, third-party payors and the medical community which would adversely affect the market acceptance of our product candidates. In addition, the use of our product candidates outside the indications cleared for use, or off-label use, or the use of our product candidate in an inappropriate manner, may increase the risk of injury to patients. Clinicians may use our products for off-label uses, as the FDA does not restrict or regulate a clinician’s choice of treatment within the practice of medicine. Off-label use of our products may increase the risk of product liability claims against us. Product liability claims are expensive to defend and could divert our management’s attention and result in substantial damage awards against us.

If our product candidates receive regulatory approval, we will be subject to ongoing regulatory requirements and we may face future development, manufacturing and regulatory difficulties.

Our product candidates, if approved, will also be subject to ongoing regulatory requirements for labeling, packaging, storage, advertising, promotion, sampling, record-keeping, submission of safety and other post-market approval information, importation and exportation. In addition, approved products, manufacturers and manufacturers’ facilities are required to comply with extensive FDA and European Medicines Agency, or EMA, requirements and the requirements of other similar agencies, including ensuring that quality control and manufacturing procedures conform to cGMP requirements. As such, we and our potential future contract manufacturers will be subject to continual review and periodic inspections to assess compliance with cGMPs. Accordingly, we and others with whom we work will be required to expend time, money and effort in all areas of regulatory compliance, including manufacturing, production and quality control. We will also be required to report certain adverse reactions and production problems, if any, to the FDA, EMA and other similar foreign agencies and to comply with certain requirements concerning advertising and promotion for our product candidates.

Promotional communications with respect to prescription drugs also are subject to a variety of legal and regulatory restrictions and must be consistent with the information in the product's approved labeling. Accordingly, once approved, we may not promote our products, if any, for indications or uses for which they are not approved.

If a regulatory agency discovers previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is manufactured, or disagrees with the promotion, marketing or labeling of a product, it may impose restrictions on that product or us, including requiring withdrawal of the product from the market. If our product candidates fail to comply with applicable regulatory requirements, a regulatory agency may:

- issue warning letters or untitled letters;
- require product recalls;
- mandate modifications to promotional materials or require us to provide corrective information to healthcare practitioners;
- require us or our potential future collaborators to enter into a consent decree or permanent injunction, which can include shutdown of manufacturing facilities, imposition of various fines, reimbursements for inspection costs, required due dates for specific actions and penalties for noncompliance;
- impose other administrative or judicial civil or criminal penalties or pursue criminal prosecution;
- withdraw regulatory approval;
- refuse to approve pending applications or supplements to approved applications filed by us or by our potential future collaborators;
- impose restrictions on operations, including costly new manufacturing requirements; or
- seize or detain products.

If we are unable to effectively establish a direct sales force in the United States, our business may be harmed.

We currently do not have an established sales organization and do not have a marketing or distribution infrastructure. To achieve commercial success for any approved product, we must either develop a sales and marketing organization or outsource these functions to third parties. If *trabodenoson* receives marketing approval in the United States, we plan to commercialize it by establishing a glaucoma-focused specialty sales force of approximately 150 people targeting high-prescribing ophthalmologists and optometrists throughout the United States. We will need to incur significant additional expenses and commit significant additional time and management resources to establish and train a sales force to market and sell our products. We may not be able to successfully establish these capabilities despite these additional expenditures.

Factors that may inhibit our efforts to successfully establish a sales force include:

- our inability to compete with other pharmaceutical companies to recruit, hire, train and retain adequate numbers of effective sales and marketing personnel with requisite knowledge of our target market;
- the inability of sales personnel to obtain access to adequate numbers of ophthalmologists and optometrists to prescribe any future approved products;
- unforeseen costs and expenses associated with creating an independent sales and marketing organization; and
- a delay in bringing products to market after efforts to hire and train our sales force have already commenced.

In the event we are unable to successfully market and promote our products, our business may be harmed.

We currently intend to explore the licensing of commercialization rights or other forms of collaboration outside of the United States, which will expose us to additional risks of conducting business in international markets.

The non-U.S. markets are an important component of our growth strategy. If we fail to obtain licenses or enter into collaboration arrangements with selling parties, or if these parties are not successful, our revenue-generating growth potential will be adversely affected. Moreover, international business relationships subject us to additional risks that may materially adversely affect our ability to attain or sustain profitable operations, including:

- efforts to enter into collaboration or licensing arrangements with third parties in connection with our international sales, marketing and distribution efforts may increase our expenses or divert our management's attention from the acquisition or development of product candidates;
- changes in a specific country's or region's political and cultural climate or economic condition;
- differing regulatory requirements for drug approvals and marketing internationally, which could result in our being required to conduct additional clinical trials or other studies before being able to successfully commercialize our product candidates in any jurisdiction outside the United States;
- difficulty of effective enforcement of contractual provisions in local jurisdictions;
- potentially reduced protection for intellectual property rights;
- potential third-party patent rights in countries outside of the United States;
- unexpected changes in tariffs, trade barriers and regulatory requirements;
- economic weakness, including inflation, or political instability, particularly in non-U.S. economies and markets, including several countries in Europe;
- compliance with tax, employment, immigration and labor laws for employees traveling abroad;
- the effects of applicable foreign tax structures and potentially adverse tax consequences;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenue, and other obligations incidental to doing business in another country;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- the potential for so-called parallel importing, which is what happens when a local seller, faced with high or higher local prices, opts to import goods from a foreign market (with low or lower prices) rather than buying them locally;
- failure of our employees and contracted third parties to comply with Office of Foreign Asset Control rules and regulations and the Foreign Corrupt Practices Act;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geo-political actions, including war and terrorism, or natural disasters, including earthquakes, volcanoes, typhoons, floods, hurricanes and fires.

These and other risks may materially adversely affect our ability to attain or sustain revenue from international markets.

We face competition from established branded and generic pharmaceutical companies and if our competitors are able to develop and market products that are preferred over our products, our commercial opportunity will be reduced or eliminated.

The development and commercialization of new drug products is highly competitive. We face competition from established branded and generic pharmaceutical companies, smaller biotechnology and pharmaceutical companies, as well as from academic institutions, government agencies and private and public research institutions, which may in the future develop products to treat glaucoma. Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. Many of our competitors have

significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. Glaukos Corporation recently commercialized a trabecular micro-bypass stent that is implanted in the eye during cataract surgery and allows fluid to flow from the anterior of the eye into the collecting channels, bypassing the TM. In addition, early-stage companies that are also developing glaucoma treatments may prove to be significant competitors, such as Aerie Pharmaceuticals, Inc., which is developing a Rho kinase/norepinephrine transport inhibitor. We expect that our competitors will continue to develop new glaucoma treatments, which may include eye drops, oral treatments, surgical procedures, implantable devices or laser treatments. Other early-stage companies may also compete through collaborative arrangements with large and established companies. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Our commercial opportunity will be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer adverse effects, are more convenient or are less expensive than our product candidates. The market for glaucoma prescriptions is highly competitive and is currently dominated by generic drugs, such as *latanoprost* and *timolol*, and additional products are expected to become available on a generic basis over the coming years. If any of our product candidates are approved, we expect that they will be priced at a premium over competitive generic products and consistent with other branded glaucoma drugs.

If our competitors market products that are more effective, safer, have fewer side effects or are less expensive than our product candidates or that reach the market sooner than our potential future products, if any, we may not achieve commercial success.

The commercial success of our product candidates will depend on the degree of market acceptance among ophthalmologists and optometrists, patients, patient advocacy groups, third-party payors and the medical community.

Our product candidates may not gain market acceptance among ophthalmologists and optometrists, patients, patient advocacy groups, third-party payors and the medical community. There are a number of available therapies marketed for the treatment of glaucoma. Some of these drugs are branded and subject to patent protection, but most others, including *latanoprost* and many beta blockers, are available on a generic basis. Many of these approved drugs are well established therapies and are widely accepted by ophthalmologists and optometrists, patients and third-party payors. Insurers and other third-party payors may also encourage the use of generic products. Additionally, in patients with normal tension glaucoma whose IOP falls into the normal range, IOP is generally much more difficult to reduce. In these patients, *trabodenoson* may offer little or no clinical benefit, which may ultimately limit its utility in this subpopulation of glaucoma patients. The degree of market acceptance of our product candidates will depend on a number of factors, including:

- the market price, affordability and patient out-of-pocket costs of our product candidates relative to other available products, which are predominantly generics;
- the effectiveness of our product candidates as compared with currently available products and any products that may be approved in the future;
- patient willingness to adopt our product candidates in place of current therapies;
- varying patient characteristics including demographic factors such as age, health, race and economic status;
- changes in the standard of care for the targeted indications for any of our product candidates;
- the prevalence and severity of any adverse effects or perception of any potential side effects;
- limitations or warnings contained in a product candidate's FDA-approved labeling;
- limitations in the approved clinical indications for our product candidates;
- relative convenience and ease of administration;
- the strength of our selling, marketing and distribution capabilities;

- the quality of our relationship with patient advocacy groups;
- sufficient third-party coverage and reimbursement; and
- product liability claims.

In addition, the potential market opportunity for our product candidates is difficult to precisely estimate. Our estimates of the potential market opportunity for our product candidates include several key assumptions based on our industry knowledge, industry publications, third-party research reports and other surveys. While we believe that our internal assumptions are reasonable, independent sources have not verified all of our assumptions. If any of these assumptions proves to be inaccurate, then the actual market for our product candidates could be smaller than our estimates of our potential market opportunity. If the actual market for our product candidates is smaller than we expect, our product revenue may be limited, and it may be more difficult for us to achieve or maintain profitability. If we fail to achieve market acceptance of our product candidates in the United States and abroad, our revenue will be more limited and it will be more difficult to achieve profitability.

If we fail to obtain and sustain coverage and an adequate level of reimbursement for our product candidates by third-party payors, potential future sales would be materially adversely affected.

The course of treatment for glaucoma patients includes primarily older drugs, and the leading products for the treatment of glaucoma currently in the market, including *latanoprost* and *timolol*, are available as generic brands. There will be no commercially viable market for our product candidates without coverage and adequate reimbursement from third-party payors, and any coverage and reimbursement policy may be affected by future healthcare reform measures. We cannot be certain that coverage and adequate reimbursement will be available for our product candidates or any other future product candidates we develop. Additionally, even if there is a commercially viable market, if the level of reimbursement is below our expectations, our anticipated revenue and gross margins will be adversely affected.

Third-party payors, such as government or private healthcare insurers, carefully review and increasingly question and challenge the coverage of and the prices charged for drugs. Reimbursement rates from private health insurance companies vary depending on the company, the insurance plan and other factors. Reimbursement rates may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments for other services. A current trend in the U.S. healthcare industry is toward cost containment. Large public and private payors, managed care organizations, group purchasing organizations and other similar organizations are exerting increasing influence on decisions regarding the use of, and reimbursement levels for, particular treatments. Such third-party payors, including Medicare, may question the coverage of, and challenge the prices charged for, medical products and services, and many third-party payors limit coverage of or reimbursement for newly approved healthcare products. In particular, third-party payors may limit the covered indications. Cost-control initiatives could decrease the price we might establish for our product candidates, which could result in product revenues being lower than anticipated. We believe our drugs will be priced significantly higher than existing generic drugs and consistently with current branded drugs. Patients who are prescribed medications for the treatment of their conditions, and their prescribing physicians, generally rely on third-party payors to reimburse all or part of the costs associated with their prescription drugs. Patients are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products. If we are unable to show a significant benefit relative to existing generic drugs, Medicare, Medicaid and private payors may not be willing to cover or provide adequate reimbursement for our drugs, which would significantly reduce the likelihood of them gaining market acceptance. In the United States, no uniform policy requirement for coverage and reimbursement for drug products exists among third-party payors. Therefore, coverage and reimbursement for drug products can differ significantly from payor to payor.

We expect that private insurers will consider the efficacy, cost effectiveness, safety and tolerability of our product candidates in determining whether to approve coverage and set reimbursement levels for such products. Obtaining these approvals can be a time consuming and expensive process. Our business and prospects would be materially adversely affected if we do not receive approval for coverage and reimbursement of our product candidates from private insurers on a timely or satisfactory basis. Limitations on coverage and reimbursement could also be imposed by government payors, such as the local Medicare carriers, fiscal intermediaries, or Medicare Administrative Contractors. Further, Medicare Part D, which provides a pharmacy benefit to certain Medicare patients, does not require participating prescription drug plans to cover all drugs within a class of products. Our business could be materially adversely affected if private or governmental payors, including Medicare Part D prescription drug plans were to limit access to, or deny or limit reimbursement of, our product candidates or other potential products.

Reimbursement systems in international markets vary significantly by country and by region, and reimbursement approvals must be obtained on a country-by-country basis. In some foreign markets, prescription pharmaceutical pricing remains subject to continuing governmental control even after initial approval is granted. For example, reimbursement in the European Union must be negotiated on a country-by-country basis and in many countries the product cannot be commercially launched until reimbursement is approved. The negotiation process in some countries can exceed 12 months. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our products to other available therapies.

If the prices for our product candidates decrease or if governmental and other third-party payors do not provide coverage and adequate reimbursement levels, our revenue, potential for future cash flows and prospects for profitability will suffer.

Governments outside the United States tend to impose strict price controls, which may adversely affect our revenues, if any.

The pricing of prescription pharmaceuticals is also subject to governmental control outside of the United States. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidates to other available therapies. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our business could be harmed, possibly materially.

If we are found in violation of federal or state "fraud and abuse" laws or other healthcare laws, we may face penalties, which may adversely affect our business, financial condition and results of operation.

In the United States, we are subject to various federal and state healthcare "fraud and abuse" laws, including anti-kickback laws, false claims laws and other laws intended, among other things, to reduce fraud and abuse in federal and state healthcare programs. The Federal Anti-Kickback Statute makes it illegal for any person, including a prescription drug manufacturer (or a party acting on its behalf), to knowingly and willfully solicit, receive, offer or pay any remuneration that is intended to induce the referral of business, including the purchase, lease, order or arranging for or recommending the purchase, lease or order of any good, facility, item or service for which payment may be made, in whole or in part, under a federal healthcare program, such as Medicare or Medicaid. Although we seek to structure our business arrangements in compliance with all applicable requirements, these laws are broadly written, and it is often difficult to determine precisely how the law will be applied in specific circumstances. Accordingly, it is possible that our practices may be challenged under the Federal Anti-Kickback Statute. The Federal False Claims Act prohibits anyone from, among other things, knowingly presenting or causing to be presented for payment to the government, including the federal healthcare

programs, claims for reimbursed drugs or services that are false or fraudulent. This statute has been interpreted to prohibit presenting claims for items or services that were not provided as claimed, or claims for medically unnecessary items or services. Many states have similar false claims laws. Cases have been brought under false claims laws alleging that off-label promotion of pharmaceutical products or the provision of kickbacks have resulted in the submission of false claims to governmental healthcare programs. In addition, private individuals have the ability to bring actions on behalf of the government under the Federal False Claims Act as well as under the false claims laws of several states. Under the Health Insurance Portability and Accountability Act of 1996, or HIPAA, we are prohibited from, among other things, knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private payors, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services to obtain money or property of any healthcare benefit program.

Similarly, the civil monetary penalties statute imposes penalties against any person or entity who, among other things, is determined to have presented or caused to be presented a claim to a federal health program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent.

Additionally, the federal Physician Payments Sunshine Act within the Patient Protection and Affordable Care Act, as amended by the Health Care Education and Reconciliation Act, or collectively the ACA, and its implementing regulations, require that certain manufacturers of drugs, devices, biologics and medical supplies to report annually information related to certain payments or other transfers of value provided to physicians and teaching hospitals, and certain ownership and investment interests held by physicians and their immediate family members.

Many states have adopted laws similar to the aforementioned laws, some of which apply to the referral of patients for healthcare services reimbursed by any source, not just governmental payors. In addition, some states have passed laws that require pharmaceutical companies to comply with the April 2003 U.S. Department of Health and Human Services Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers and/or the Pharmaceutical Research and Manufacturers of America's Code on Interactions with Healthcare Professionals. Several states also impose other marketing restrictions or require pharmaceutical companies to make marketing or price disclosures to the state. There are ambiguities as to what is required to comply with these state requirements and if we fail to comply with an applicable state law requirement we could be subject to penalties.

In addition, we may be subject to data privacy and security regulation by both the federal government and the states in which we conduct our business. HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and their respective implementing regulations, including the final omnibus rule published on January 25, 2013, imposes specified requirements relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH makes HIPAA's privacy and security standards directly applicable to business associates, defined as independent contractors or agents of covered entities that create, receive, maintain or transmit protected health information in connection with providing a service for or on behalf of a covered entity. HITECH also created four new tiers of civil monetary penalties and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions. In addition, state laws govern the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.

Law enforcement authorities are increasingly focused on enforcing these laws, and it is possible that some of our practices may be challenged under these laws. Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that the government could allege violations of, or convict us of violating, these laws. If we are found in violation of one of these laws, we could be subject to significant civil, criminal and administrative penalties, damages, fines, disgorgement, individual imprisonment, exclusion from governmental funded federal or state healthcare programs, contractual damages, reputational harm, diminished profits and future earnings, and the curtailment or restructuring of our operations. Were this to occur, our business, financial condition and results of operations and cash flows may be materially adversely affected.

Recently enacted and future legislation may increase the difficulty and cost of commercializing our product candidates and may affect the prices we may obtain.

In the United States and some foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay regulatory approval of our product candidates, restrict or regulate post-marketing activities and affect our ability to profitably sell our product candidates for which we obtain regulatory approval.

In March 2010, President Obama signed into law the ACA, a sweeping law intended to broaden access to health insurance, reduce or constrain the growth of healthcare spending, enhance remedies against healthcare fraud and abuse, add new transparency requirements for healthcare and health insurance industries, impose new taxes and fees on the health industry and impose additional health policy reforms. The ACA increased manufacturers' rebate liability under the Medicaid Drug Rebate Program by increasing the minimum rebate amount for both branded and generic drugs and revised the definition of average manufacturer price, or AMP, which may also increase the amount of Medicaid drug rebates manufacturers are required to pay to states. The legislation also expanded Medicaid drug rebates, which previously had been payable only on fee-for-service utilization, to Medicaid managed care utilization, and created an alternative rebate formula for certain new formulations of certain existing products that is intended to increase the rebates due on those drugs. Further, the ACA imposed a significant annual fee on companies that manufacture or import branded prescription drug products and requires manufacturers to provide a 50% discount off the negotiated price of branded drugs dispensed to beneficiaries in the Medicare Part D coverage gap, referred to as the "donut hole." Substantial new provisions affecting compliance have also been enacted, including the Physician Payments Sunshine Act, as described above. Although it is too early to determine the full effect of the ACA, the new law appears likely to continue the downward pressure on pharmaceutical pricing, especially under the Medicare program, and may also increase our regulatory burdens and operating costs.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, was unable to reach the required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers up to 2% per fiscal year, which went into effect in April 2013 and will remain in effect through 2024 unless additional Congressional action is taken. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors, which may adversely affect our future profitability.

Legislative and regulatory proposals have been introduced at both the state and federal level to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We are not sure whether additional legislative changes will be enacted, or whether the FDA regulations, guidance or interpretations will be changed, or what the impact of such changes on the marketing approvals of our product candidates, if any, may be. In addition, increased scrutiny by the U.S. Congress of the FDA's approval process may significantly delay or prevent marketing approval, as well as subject us to more stringent product labeling and post-marketing approval testing and other requirements.

There have been, and likely will continue to be, legislative and regulatory proposals at the foreign, federal and state levels directed at broadening the availability of healthcare and containing or lowering the cost of healthcare. We cannot predict whether future healthcare initiatives will be implemented at the federal or state level or in countries outside of the United States in which we may do business in the future, or the effect any future legislation or regulation will have on us.

If we face allegations of noncompliance with the law and encounter sanctions, our reputation, revenues and liquidity may suffer, and our products could be subject to restrictions or withdrawal from the market.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response, and could generate negative publicity. Any failure to comply with ongoing regulatory requirements may significantly and adversely affect our ability to commercialize and generate revenues from our products. If regulatory sanctions are applied or if regulatory approval is withdrawn, the value of our company and our operating results will be adversely affected. Additionally, if we are unable to generate revenues from our product sales, our potential for achieving profitability will be diminished and the capital necessary to fund our operations will be increased.

We may not be able to identify additional therapeutic opportunities for our product candidates or to expand our portfolio of products.

We may explore other therapeutic opportunities with *trabodenoson* and seek to commercialize a portfolio of new ophthalmic drugs in addition to our product candidates that we are currently developing. We have no potential products in our research and development pipeline other than those potential products that are formulations of *trabodenoson* or that apply *trabodenoson* for the treatment of other indications beyond glaucoma and other neuropathies.

Research programs to pursue the development of our product candidates for additional indications and to identify new potential products and disease targets require substantial technical, financial and human resources whether or not we ultimately are successful. Our research programs may initially show promise in identifying potential indications and/or potential products, yet fail to yield results for clinical development for a number of reasons, including:

- the research methodology used may not be successful in identifying potential indications and/or potential products;
- product candidates may, after further study, be shown to have harmful adverse effects or other characteristics that indicate they are unlikely to be effective drugs; or
- it may take greater human and financial resources to identify additional therapeutic opportunities for our product candidates or to develop suitable potential products through internal research programs and clinical trials than we will possess, thereby limiting our ability to diversify and expand our product portfolio.

Because we have limited financial and managerial resources, we focus on research programs and product candidates for specific indications. As a result, we may forego or delay pursuit of opportunities with other potential products or for other indications that later prove to have greater commercial potential or a greater likelihood of success. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities.

Accordingly, there can be no assurance that we will ever be able to identify additional therapeutic opportunities for our product candidates or to develop suitable potential products through internal research programs, which could materially adversely affect our future growth and prospects.

Risks Related to Our Reliance on Third Parties

We currently depend on third parties to conduct some of the operations of our clinical trials and other portions of our operations, and we may not be able to control their work as effectively as if we performed these functions ourselves.

We rely on third parties, such as contract research organizations, or CROs, clinical data management organizations, medical institutions and clinical investigators, to oversee and conduct our clinical trials, and to perform data collection and analysis of our product candidates. We expect to rely on these third parties to conduct clinical trials of any other potential products that we develop. These parties are not our employees and we cannot control the amount or timing of resources that they devote to our program. In addition, any CRO that we retain will be subject to the FDA's regulatory requirements or similar foreign standards and we do not have control over compliance with these regulations by these providers. Our agreements with third-party service providers are on trial-by-trial and project-by-project bases. Typically, we may terminate the agreements with notice and occasionally the third party service provider may terminate the agreement without notice. Typically, we are responsible for the third party's incurred costs and occasionally we have to pay cancellation fees. If any of our relationships with our third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs or to do so on commercially reasonable terms. We also rely on other third parties to store and distribute drug supplies for our clinical trials. Any performance failure on the part of our distributors could delay clinical development or regulatory approval of our product candidates or commercialization of our product candidates, producing additional losses and depriving us of potential product revenue.

Our reliance on these third parties for clinical development activities reduces our control over these activities but does not relieve us of our responsibilities, and we remain responsible for ensuring that each of our clinical trials is conducted in accordance with the general investigational plan, the protocols for the trial and the FDA's regulations and international standards, referred to as Good Clinical Practice, or GCP, requirements, for conducting, recording and reporting the results of clinical trials to assure that data and reported results are credible and accurate and that the rights, integrity and confidentiality of trial participants are protected. Preclinical studies must also be conducted in compliance with other requirements, such as Good Laboratory Practice, or GLP, and the Animal Welfare Act. Managing performance of third-party service providers can be difficult, time consuming and cause delays in our development programs. We currently have a small number of employees, which limits the internal resources we have available to identify and monitor our third-party providers.

Furthermore, these third parties may conduct clinical trials for competing drugs or may have relationships with other entities, some of which may be our competitors. As such, the ability of these third parties to provide services to us may be limited by their work with these other entities. The use of third-party service providers requires us to disclose our proprietary information to these parties, which could increase the risk that this information will be misappropriated.

If these third parties do not successfully carry out their contractual duties or obligations and meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols according to regulatory requirements or for other reasons, our financial results and the commercial prospects for our current product candidates or our other potential products could be harmed, our costs could increase and our ability to obtain regulatory approval and commence product sales could be delayed.

We have no manufacturing capacity or experience and anticipate continued reliance on third-party manufacturers for the development and commercialization of our product candidates in accordance with manufacturing regulations.

We do not currently, nor currently intend to, operate manufacturing facilities for clinical or commercial production of our product candidates. We have no experience in drug formulation, and we lack the resources and the capabilities to manufacture our product candidates and potential products on a clinical or commercial scale. We do not intend to develop facilities for the manufacture of product candidates for clinical trials or commercial purposes in the foreseeable future. We currently rely on third-party manufacturers to produce the active pharmaceutical ingredient and final drug product for our clinical trials. We manage such production with all our vendors on a purchase order basis in accordance with applicable master service and supply agreements. We do not have long-term agreements with any of these or any other third-party suppliers. To the extent we terminate our existing supplier arrangements in the future and seek to enter into arrangements with alternative suppliers, we might experience a delay in our ability to obtain adequate supply for our clinical trials and commercialization. We also do not have any current contractual relationships for the manufacture of commercial supplies of any of our product candidates if and when they are approved. Our third-party manufacturers have made only a limited number of lots of our product candidates to date and have not made any commercial lots. The manufacturing processes for our product candidates have never been tested at commercial scale, and the process validation requirement has not yet been satisfied for any product candidate. These manufacturing processes and the facilities of our third-party manufacturers will be subject to inspection and approval by the FDA before we can commence the manufacture and sale of our product candidates, and thereafter on an ongoing basis. Some of our third-party manufacturers have never been inspected by the FDA and have not been through the FDA approval process for a commercial product. Some of our third-party manufacturers are subject to FDA inspection from time to time. Failure by these third-party manufacturers to pass such inspections and otherwise satisfactorily complete the FDA approval regimen with respect to our product candidates may result in regulatory actions such as the issuance of FDA Form 483 inspectional observations, warning letters or injunctions or the loss of operating licenses. Based on the severity of the regulatory action, our clinical or commercial supply of our product candidates could be interrupted or limited, which could have a material adverse effect on our business.

With respect to commercial production of our product candidates in the future, we plan on outsourcing production of the active pharmaceutical ingredients and final product manufacturing if and when approved for marketing by the applicable regulatory authorities. This process is difficult and time consuming and we can give no assurance that we will enter commercial supply agreements with any contract manufacturers on favorable terms or at all.

Reliance on third-party manufacturers entails risks, including:

- manufacturing delays if our third-party manufacturers give greater priority to the supply of other products over our product candidates or otherwise do not satisfactorily perform according to the terms of their agreements with us;
- the possible termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us;
- the possible breach of the manufacturing agreement by the third party;
- product loss due to contamination, equipment failure or improper installation or operation of equipment or operator error;
- the failure of the third-party manufacturer to comply with applicable regulatory requirements; and
- the possible misappropriation of our proprietary information, including our trade secrets and know-how.

Our manufacturers may not perform as agreed or may not remain in the contract manufacturing business. In the event of a natural disaster, business failure, strike or other difficulty, we may be unable to replace a third-party manufacturer in a timely manner and the production of our product candidates and potential products could be interrupted, resulting in delays and additional costs. We may also have to incur other charges and expenses for products that fail to meet specifications and undertake remediation efforts.

If third-party manufacturers fail to comply with manufacturing regulations, our financial results and financial condition will be adversely affected.

Before a third party can begin the commercial manufacturing of our product candidates and potential products, their manufacturing facilities, processes and quality systems must be in compliance with applicable regulations. Due to the complexity of the processes used to manufacture pharmaceutical products and product candidates, any potential third-party manufacturer may be unable to initially pass federal, state or international regulatory inspections in a cost effective manner. If contract manufacturers fail to pass such inspection, our commercial supply of drug substance will be significantly delayed and may result in significant additional costs. In addition, pharmaceutical manufacturing facilities are continuously subject to inspection by the FDA and comparable non-U.S. regulatory authorities, before and after product approval, and must comply with cGMP. Our contract manufacturers may encounter difficulties in achieving quality control and quality assurance and may experience shortages in qualified personnel. In addition, contract manufacturers' failure to achieve and maintain high manufacturing standards in accordance with applicable regulatory requirements, or the incidence of manufacturing errors, could result in patient injury, product liability claims, product shortages, product recalls or withdrawals, delays or failures in product testing or delivery, cost overruns or other problems that could seriously harm our business. If a third-party manufacturer with whom we contract is unable to comply with manufacturing regulations, we may also be subject to fines, unanticipated compliance expenses, recall or seizure of our products, product liability claims, total or partial suspension of production and/or enforcement actions, including injunctions, and criminal or civil prosecution. These possible sanctions could materially adversely affect our financial results and financial condition.

Furthermore, changes in the manufacturing process or procedure, including a change in the location where the product is manufactured or a change of a third-party manufacturer, will require prior FDA review and/or approval of the manufacturing process and procedures in accordance with the FDA's regulations, or comparable foreign requirements. This review may be costly and time consuming and could delay or prevent us from conducting our clinical trials or launching a product. The new facility will also be subject to pre-approval inspection. In addition, we have to demonstrate that the product made at the new facility is equivalent to the product made at the former facility by physical and chemical methods, which are costly and time consuming. It is also possible that the FDA may require clinical testing as a way to prove equivalency, which would result in additional costs and delay.

Any collaboration arrangement that we may enter into in the future may not be successful, which could adversely affect our ability to develop and commercialize our current and future product candidates.

We plan to seek collaboration arrangements with pharmaceutical or biotechnology companies for the development or commercialization of our current and future product candidates outside of the United States. We will face, to the extent that we decide to enter into collaboration agreements, significant competition in seeking appropriate collaborators. Moreover, collaboration arrangements are complex and time consuming to negotiate, document and implement. We may not be successful in our efforts to establish and implement collaborations or other alternative arrangements should we choose to enter into such arrangements, and the terms of the arrangements may not be favorable to us. If and when we collaborate with a third party for development and commercialization of a product candidate, we can expect to relinquish some or all of the control over the future success of that product candidate

to the third party. The success of our collaboration arrangements will depend heavily on the efforts and activities of our collaborators. Collaborators generally have significant discretion in determining the efforts and resources that they will apply to these collaborations. To the extent such collaborators have programs that are competitive with our product candidates, they may decide to focus time and resources on development of those programs rather than our product candidates.

Disagreements between parties to a collaboration arrangement regarding clinical development and commercialization matters can lead to delays in the development process or commercializing the applicable product candidate and, in some cases, termination of the collaboration arrangement. These disagreements can be difficult to resolve if neither of the parties has final decision making authority. Collaborations with pharmaceutical or biotechnology companies and other third parties often are terminated or allowed to expire by the other party. Any such termination or expiration would adversely affect us financially and could harm our business reputation.

If we are not able to establish collaborations, we may have to alter our development and commercialization plans.

The development and potential commercialization of our product candidates will require substantial additional cash to fund expenses. For some of our product candidates, we may decide to collaborate with pharmaceutical and biotechnology companies for the development and potential commercialization of those product candidates.

We face significant competition in seeking appropriate collaborators. Whether we reach a definitive agreement for collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by the FDA or similar regulatory authorities outside the United States, the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing products, the existence of uncertainty with respect to our ownership of technology, which can exist if there is a challenge to such ownership without regard to the merits of the challenge, and industry and market conditions generally. The collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such collaboration could be more attractive than the one with us for our product candidates. We may also be restricted under future license agreements from entering into agreements on certain terms with potential collaborators. Collaborations are complex and time-consuming to negotiate and document. In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future collaborators.

If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to fund and undertake development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms or at all. If we fail to enter into collaborations and do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates or bring them to market and generate product revenue.

Risks Related to Intellectual Property

We may not be able to protect our proprietary technology in the marketplace.

We depend on our ability to protect our proprietary technology. We rely largely on trade secret and patent laws, and confidentiality, licensing and other agreements with employees and third parties, all of which offer only limited protection. Our success depends in large part on our ability and any future licensee's ability to obtain and maintain patent protection in the United States and other countries with respect to our proprietary technology and products. We believe we will continue to be able to obtain, through prosecution of our current pending patent applications, adequate patent protection for our proprietary drug technology. If we are compelled to spend significant time and money protecting or enforcing our patents or patent applications, designing around patents held by others or licensing or acquiring, potentially for large fees, patents or other proprietary rights held by others, our business and financial prospects may be harmed. If we are unable to effectively protect the intellectual property that we own, other companies may be able to offer the same or similar products for sale, which could materially adversely affect our competitive business position and harm our business prospects. Our patents may be challenged, narrowed, invalidated, or circumvented, which could limit our ability to stop competitors from marketing the same or similar products or limit the length of term of patent protection that we may have for our products.

The patent positions of pharmaceutical products are often complex and uncertain. The breadth of claims allowed in pharmaceutical patents in the United States and many jurisdictions outside of the United States is not consistent. For example, in many jurisdictions the support standards for pharmaceutical patents are becoming increasingly strict. Some countries prohibit method of treatment claims in patents. Changes in either the patent laws or interpretations of patent laws in the United States and other countries may diminish the value of our intellectual property or create uncertainty. In addition, publication of information related to our current product candidates and potential products may prevent us from obtaining or enforcing patents relating to these product candidates and potential products, including, without limitation, composition-of-matter patents, which are generally believed to offer the strongest patent protection.

Our intellectual property consists of issued patents and pending patent applications related to our product candidates and other proprietary technology which cover compositions of matter, methods of use, combinations with other glaucoma products, formulations, polymorphs and the protection of the optic nerve. For *trabodenoson*, the composition patents are scheduled to expire in 2025 and 2026, in Europe and the United States, respectively. See "Business—Intellectual Property" included elsewhere in this prospectus for further information about our issued patents and patent applications.

Patents that we own or may license in the future do not necessarily ensure the protection of our product candidates for a number of reasons, including without limitation the following:

- we may not have been the first to make the inventions covered by our patents or pending patent applications;
- we may not have been the first to file patent applications for these inventions;
- any patents issued to us may not cover our products as ultimately developed;
- our pending patent applications may not result in issued patents, and even if they issue as patents, they may not provide us with any competitive advantages, or may be challenged and invalidated by third parties;
- our patents may not be broad or strong enough to prevent competition from other products that are identical or similar to our product candidates;
- there can be no assurance that the term of a patent can be extended under the provisions of patent term extension afforded by U.S. law or similar provisions in foreign countries, where available;

- our patents, and patents that we may obtain in the future, may not prevent generic entry into the U.S. market for our *trabodenoson* and other product candidates;
- we may be required to disclaim part of the term of one or more patents;
- there may be prior art of which we are not aware that may affect the validity or enforceability of a patent claim;
- there may be patents issued to third parties that will affect our freedom to operate;
- if our patents are challenged, a court could determine that they are invalid or unenforceable;
- there might be significant changes in the laws that govern patentability, validity and infringement of our patents that adversely affects the scope of our patent rights;
- a court could determine that a competitor's technology or product does not infringe our patents;
- our patents could irretrievably lapse due to failure to pay fees or otherwise comply with regulations or could be subject to compulsory licensing; and
- we may fail to obtain patents covering important products and technologies in a timely fashion or at all.

In addition, on September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. The United States Patent Office is currently developing regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act have not yet become effective. Accordingly, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act, in particular the first-to-file provision, and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition.

If we encounter delays in our development or clinical trials, the period of time during which we could market our product candidates under patent protection would be reduced.

Our competitors may seek to invalidate our patents.

Our competitors may be able to circumvent our patents by developing similar or alternative technologies or products in a non-infringing manner. Our competitors may seek to market generic versions of any approved products by submitting Abbreviated New Drug Applications, or ANDAs, to the FDA in which our competitors claim that our patents are invalid, unenforceable and/or not infringed. Alternatively, our competitors may seek approval to market their own products similar to or otherwise competitive with our products. In these circumstances, we may need to defend and/or assert our patents, including by filing lawsuits alleging patent infringement. In any of these types of proceedings, a court or other agency with jurisdiction may find our patents invalid and/or unenforceable. We may also fail to identify patentable aspects of our research and development before it is too late to obtain patent protection. Even if we have valid and enforceable patents, these patents still may not provide protection against competing products or processes sufficient to achieve our business objectives.

The issuance of a patent is not conclusive as to its inventorship, scope, ownership, priority, validity or enforceability. In that regard, third parties may challenge our patents in the courts or patent offices in the United States and abroad. Such challenges may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and product candidates. In addition, given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized.

A significant portion of our intellectual property portfolio currently includes pending patent applications that have not yet issued as patents. If our pending patent applications fail to issue our business will be adversely affected.

Our commercial success will depend significantly on maintaining and expanding patent protection for our product candidates, as well as successfully defending our current and future patents against third-party challenges. As of June 30, 2014, we own at least 50 issued patents and have at least 30 pending patent applications in the United States and a number of foreign jurisdictions relating to our current product candidates and proprietary technology. See "Business—Intellectual Property" included elsewhere in this prospectus for further information about our issued patents and patent applications. Our intellectual property consists of patents and pending patent applications related to our product candidates and other proprietary technology which cover compositions of matter, methods of use, combinations with other glaucoma products, formulations, polymorphs and the protection of the optic nerve. For *trabodenoson*, the composition of matter patents are scheduled to expire in 2025 and 2026, in Europe and the United States, respectively.

There can be no assurance that our patent applications will issue as patents in the United States or foreign jurisdictions in which such applications are pending. Even if patents do issue on any of these applications, there can be no assurance that a third party will not challenge their validity or that we will obtain sufficient claim scope in those patents to prevent a third party from competing successfully with our products.

We may not be able to enforce our intellectual property rights throughout the world.

The laws of some foreign countries do not protect intellectual property rights to the same extent as the laws of the United States. Many companies have encountered significant problems in protecting and defending intellectual property rights in certain foreign jurisdictions. The legal systems of some countries, particularly developing countries, do not favor the enforcement of patents and other intellectual property protection, especially those relating to life sciences. To the extent we are able to obtain patents or other intellectual property rights in any foreign jurisdictions, it may be difficult for us to prevent infringement of our patents or misappropriation of these intellectual property rights. For example, some foreign countries have compulsory licensing laws under which a patent owner must grant licenses to third parties. In addition, many countries limit the enforceability of patents against third parties, including government agencies or government contractors. In these countries, patents may provide limited or no benefit.

Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business. Accordingly, our efforts to protect our intellectual property rights in such countries may be inadequate. In addition, changes in the law and legal decisions by courts in the United States and foreign countries may affect our ability to obtain adequate protection for our technology and the enforcement of intellectual property.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

The United States Patent and Trademark Office, or the USPTO, and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process. There are situations in which noncompliance can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In this event, competitors might be able to enter the market earlier than would otherwise have been the case.

We may infringe the intellectual property rights of others, which may prevent or delay our product development efforts and stop us from commercializing or increase the costs of commercializing our products.

Our commercial success depends significantly on our ability to operate without infringing the patents and other intellectual property rights of third parties. For example, there could be issued patents of which we are not aware that our product candidates or potential products infringe. There also could be patents that we believe we do not infringe, but that we may ultimately be found to infringe.

Moreover, patent applications are in some cases maintained in secrecy until patents are accepted or issued. The publication of discoveries in the scientific or patent literature frequently occurs substantially later than the date on which the underlying discoveries were made and patent applications were filed. Because patents can take many years to issue, there may be currently pending applications of which we are unaware that may later result in issued patents that our product candidates or potential products infringe. For example, pending applications may exist that claim or can be amended to claim subject matter that our product candidates or potential products infringe. Competitors may file continuing patent applications claiming priority to already issued patents in the form of continuation, divisional, or continuation-in-part applications, in order to maintain the pendency of a patent family and attempt to cover our product candidates.

Third parties may assert that we are employing their proprietary technology without authorization and may sue us for patent or other intellectual property infringement. These lawsuits are costly and could adversely affect our results of operations and divert the attention of managerial and scientific personnel. If we are sued for patent infringement, we would need to demonstrate that our product candidates, potential products or methods either do not infringe the claims of the relevant patent or that the patent claims are invalid or unenforceable, and we may not be able to do this. Proving invalidity or unenforceability is difficult. For example, in the United States, proving invalidity requires a showing of clear and convincing evidence to overcome the presumption of validity enjoyed by issued patents. Even if we are successful in these proceedings, we may incur substantial costs and the time and attention of our management and scientific personnel could be diverted in pursuing these proceedings, which could have a material adverse effect on us. In addition, we may not have sufficient resources to bring these actions to a successful conclusion. If a court holds that any third-party patents are valid, enforceable and cover our products or their use, the holders of any of these patents may be able to block our ability to commercialize our products unless we acquire or obtain a license under the applicable patents or until the patents expire. We may not be able to enter into licensing arrangements or make other arrangements at a reasonable cost or on reasonable terms. Any inability to secure licenses or alternative technology could result in delays in the introduction of our products or lead to prohibition of the manufacture or sale of products by us. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could be forced, including by court order, to cease commercializing the infringing technology or product. In addition, in any such proceeding or litigation, we could be found liable for monetary damages, including treble damages and attorneys' fees if we are found to have willfully infringed a patent. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations, which could materially harm our business. Any claims by third parties that we have misappropriated their confidential information or trade secrets could have a similar negative impact on our business. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise the funds necessary to continue our operations.

We may be subject to claims that we or our employees have misappropriated the intellectual property, including trade secrets, of a third party, or claiming ownership of what we regard as our own intellectual property.

Many of our employees were previously employed at universities, biotechnology companies or other pharmaceutical companies, including our competitors or potential competitors. Some of these employees, including each member of our senior management, executed proprietary rights, non-disclosure and non-competition agreements in connection with such previous employment. Although we try to ensure that our employees do not use the intellectual property and other proprietary information or know-how of others in their work for us, we may be subject to claims that we or these employees have used or disclosed such intellectual property, including trade secrets or other proprietary information. Litigation may be necessary to defend against these claims. We are not aware of any threatened or pending claims related to these matters or concerning the agreements with our senior management, but litigation may be necessary in the future to defend against such claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

In addition, while we typically require our employees, consultants and contractors who may be involved in the development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual property that we regard as our own, which may result in claims by or against us related to the ownership of such intellectual property. If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Even if we are successful in prosecuting or defending against such claims, litigation could result in substantial costs and be a distraction to our management and scientific personnel.

We may be unable to adequately prevent disclosure of trade secrets and other proprietary information.

We rely on trade secrets to protect our proprietary know-how and technological advances, especially where we have not filed a patent application or where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We rely in part on confidentiality agreements with our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to protect our trade secrets and other proprietary information. However, any party with whom we have executed such an agreement may breach that agreement and disclose our proprietary information, including our trade secrets. Accordingly, these agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights. In addition, others may independently discover our trade secrets and proprietary information. Further, the FDA, as part of its Transparency Initiative, a proposal by the FDA to increase disclosure and make data more accessible to the public, is currently considering whether to make additional information publicly available on a routine basis, including information that we may consider to be trade secrets or other proprietary information, and it is not clear at the present time how the FDA's disclosure policies may change in the future, if at all. Failure to obtain or maintain trade secret protection could enable competitors to use our proprietary information to develop products that compete with our products or cause additional, material adverse effects upon our competitive business position and financial results.

Detecting the disclosure or misappropriation of a trade secret and enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom

they communicate it, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, our competitive position would be harmed.

Any lawsuits relating to infringement of intellectual property rights brought by or against us will be costly and time consuming and may adversely impact the price of our common stock.

We may be required to initiate litigation to enforce or defend our intellectual property. These lawsuits can be very time consuming and costly. There is a substantial amount of litigation involving patent and other intellectual property rights in the pharmaceutical industry generally. Such litigation or proceedings could substantially increase our operating expenses and reduce the resources available for development activities or any future sales, marketing or distribution activities.

In any infringement litigation, any award of monetary damages we receive may not be commercially valuable. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during litigation. Moreover, there can be no assurance that we will have sufficient financial or other resources to file and pursue such infringement claims, which typically last for years before they are resolved. Further, any claims we assert against a perceived infringer could provoke these parties to assert counterclaims against us alleging that we have infringed their patents. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

In addition, our patents and patent applications could face other challenges, such as interference proceedings, opposition proceedings, re-examination proceedings, and other forms of post-grant review. In the United States, for example, post-grant review has recently been expanded. Any of these challenges, if successful, could result in the invalidation of, or in a narrowing of the scope of, any of our patents and patent applications subject to challenge. Any of these challenges, regardless of their success, would likely be time consuming and expensive to defend and resolve and would divert our management and scientific personnel's time and attention.

In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the market price of our common stock.

We will need to obtain FDA approval of any proposed product names, and any failure or delay associated with such approval may adversely affect our business.

Any name we intend to use for our product candidates will require approval from the FDA regardless of whether we have secured a formal trademark registration from the USPTO. The FDA typically conducts a review of proposed product names, including an evaluation of the potential for confusion with other product names. The FDA may also object to a product name if it believes the name inappropriately implies certain medical claims or contributes to an overstatement of efficacy. If the FDA objects to any of our proposed product names, we may be required to adopt an alternative name for our product candidates. If we adopt an alternative name, we would lose the benefit of our existing trademark applications for such product candidate and may be required to expend significant additional resources in an effort to identify a suitable product name that would qualify under applicable trademark laws, not infringe the existing rights of third parties and be acceptable to the FDA. We may be unable to build a successful brand identity for a new trademark in a timely manner or at all, which would limit our ability to commercialize our product candidates.

If we do not obtain additional protection under the Hatch-Waxman Amendments and similar foreign legislation extending the terms of our patents and obtaining data exclusivity for our product candidates, our business may be materially harmed.

Depending upon the timing, duration and specifics of FDA regulatory approval for our product candidates, one or more of our U.S. patents may be eligible for limited patent term restoration under the Drug Price Competition and Patent Term Restoration Act of 1984, referred to as the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. Patent term restorations, however, cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval by the FDA.

The application for patent term extension is subject to approval by the USPTO, in conjunction with the FDA. It takes at least six months to obtain approval of the application for patent term extension. We may not be granted an extension because of, for example, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or restoration or the term of any such extension is less than we request, the period during which we will have the right to exclusively market our product will be shortened and our competitors may obtain earlier approval of competing products, and our ability to generate revenues could be materially adversely affected.

Risks Related to Our Business Operations and Industry

We will need to significantly increase the size of our organization, and we may experience difficulties in managing growth.

We are currently a small company with three employees as of July 31, 2014, and we outsource to consultants or other organizations substantially all of our operations, including accounting, finance, research and development and conduct of clinical trials. In order to commercialize our product candidates, we will need to substantially increase our operations. We plan to continue to build our compliance, financial and operating infrastructure to ensure the maintenance of a well-managed company. We expect to significantly expand our employment base when we reach the full commercial stages of our current product candidates' life cycle.

Future growth will impose significant added responsibilities on members of management, including the need to identify, recruit, maintain and integrate additional employees. In addition, to meet our obligations as a public company, we will need to increase our general and administrative capabilities. Our management, personnel and systems currently in place may not be adequate to support this future growth. Our future financial performance and our ability to commercialize our product candidates and to compete effectively will depend, in part, on our ability to manage any future growth effectively. To that end, we must be able to:

- manage our clinical trials and the regulatory process effectively;
- manage the manufacturing of product candidates and potential products for clinical and commercial use;
- integrate current and additional management, administrative, financial and sales and marketing personnel;
- develop a marketing and sales infrastructure;
- hire new personnel necessary to effectively commercialize our product candidates;
- develop our administrative, accounting and management information systems and controls; and
- hire and train additional qualified personnel.

Product candidates that we may acquire or develop in the future may be intended for patient populations that are large. In order to continue development and marketing of these product candidates, if approved, we would need to significantly expand our operations. Our staff, financial resources, systems, procedures or controls may be inadequate to support our operations and our management may be unable to manage successfully future market opportunities or our relationships with customers and other third parties. In particular, we will need to build out our finance, accounting and reporting infrastructure to meet our reporting obligations as a public company. Because we have never had this infrastructure, there may be increased risk that we will not be able to adequately meet these reporting obligations in a timely manner.

In addition, we may in the future decide to move our primary office into a new facility to address our business needs. This potential relocation could disrupt our operations, resulting in slower realization of efficiencies and capacity which could be associated with our use of a new office space.

We are a clinical-stage company and it may be difficult for you to evaluate the success of our business to date and to assess our future viability.

We are a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of therapies for glaucoma. Our operations to date have been limited to organizing and staffing our company, business planning, raising capital, conducting research and developing our product candidates. We have not yet demonstrated our ability to successfully complete a pivotal Phase 3 clinical trial, obtain regulatory approval of a product candidate, manufacture a commercial scale product, or arrange for a third party to do so on our behalf, or conduct sales and marketing activities necessary for successful product commercialization. Consequently, any predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history and more experience with late stage development and commercialization of product candidates.

In addition, as a new business, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors. We will need to transition from a company with a product development focus to a company capable of supporting commercial activities. We may not be successful in such a transition.

We depend upon our key personnel and our ability to attract and retain employees.

Our future growth and success depend on our ability to recruit, retain, manage and motivate our employees. We are highly dependent on our senior management team and our scientific founders, as well as the other principal members of our management and scientific teams. Although we have formal employment agreements with our executive officers, these agreements do not prevent them from terminating their employment with us at any time. The loss of the services of any member of our senior management or scientific team or the inability to hire or retain experienced management personnel could adversely affect our ability to execute our business plan and harm our operating results.

Because of the specialized scientific and managerial nature of our business, we rely heavily on our ability to attract and retain qualified scientific, technical and managerial personnel. In particular, the loss of David P. Southwell, our President and Chief Executive Officer, Rudolf A. Baumgartner, M.D., our Executive Vice President and Chief Medical Officer or William K. McVicar, Ph.D., our Executive Vice President and Chief Scientific Officer, could be detrimental to us if we cannot recruit suitable replacements in a timely manner. We do not currently carry “key person” insurance on the lives of members of executive management. The competition for qualified personnel in the pharmaceutical field is intense. Due to this intense competition, we may be unable to continue to attract and retain qualified personnel necessary for the development of our business or to recruit suitable replacement personnel. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Upon the closing of this offering, we will become subject to the periodic reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, or SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

If we engage in acquisitions in the future, we will incur a variety of costs and we may never realize the anticipated benefits of such acquisitions.

We may attempt to acquire businesses, technologies, services, products or other product candidates in the future that we believe are a strategic fit with our business. We have no present agreement regarding any material acquisitions. However, if we do undertake any acquisitions, the process of integrating an acquired business, technology, service, product candidates or potential products into our business may result in unforeseen operating difficulties and expenditures, including diversion of resources and management's attention from our core business. In addition, we may fail to retain key executives and employees of the companies we acquire, which may reduce the value of the acquisition or give rise to additional integration costs. Future acquisitions could result in additional issuances of equity securities that would dilute the ownership of existing stockholders. Future acquisitions could also result in the incurrence of debt, actual or contingent liabilities or the amortization of expenses related to other intangible assets, any of which could adversely affect our operating results. In addition, we may fail to realize the anticipated benefits of any acquisition.

Our business is affected by macroeconomic conditions.

Various macroeconomic factors could adversely affect our business and the results of our operations and financial condition, including changes in inflation, interest rates and foreign currency exchange rates and overall economic conditions and uncertainties, including those resulting from current and future conditions in the global financial markets. For instance, if inflation or other factors were to significantly increase our business costs, it may not be feasible to pass through price increases to patients. Interest rates, the liquidity of the credit markets and the volatility of the capital markets could also affect the value of our investments and our ability to liquidate our investments in order to fund our operations.

Interest rates and the ability to access credit markets could also adversely affect the ability of patients, payors and distributors to purchase, pay for and effectively distribute our products. Similarly, these macroeconomic factors could affect the ability of our potential future contract manufacturers, sole-source or single-source suppliers or licensees to remain in business or otherwise manufacture or supply product. Failure by any of them to remain in business could affect our ability to manufacture products.

If product liability lawsuits are successfully brought against us, our insurance may be inadequate and we may incur substantial liability.

We face an inherent risk of product liability claims as a result of the clinical testing of our product candidates. We will face an even greater risk if we commercially sell our product candidates or any other potential products that we develop. We maintain primary product liability insurance and excess product liability insurance that cover our clinical trials and we plan to maintain insurance against product liability lawsuits for commercial sale of our product candidates. Historically, the potential liability associated with product liability lawsuits for pharmaceutical products has been unpredictable. Although we believe that our current insurance is a reasonable estimate of our potential liability and represents a commercially reasonable balancing of the level of coverage as compared to the cost of the insurance, we may be subject to claims in connection with our clinical trials and, in the future, commercial use of our product candidates, for which our insurance coverage may not be adequate, and the cost of any product liability litigation or other proceeding, even if resolved in our favor, could be substantial.

For example, we may be sued if any product we develop allegedly causes injury or is found to be otherwise unsuitable during clinical testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Large judgments have been awarded in class action lawsuits based on drugs that had unanticipated adverse effects. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Regardless of the merits or eventual outcome, liability claims may result in:

- reduced resources of our management to pursue our business strategy;
- decreased demand for our product candidates or potential products that we may develop;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants;
- termination of clinical trial sites or entire trial programs;
- initiation of investigations by regulators;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- significant costs to defend resulting litigation;
- diversion of management and scientific resources from our business operations;
- substantial monetary awards to trial participants or patients;
- loss of revenue; and
- the inability to commercialize any products that we may develop.

We will need to increase our insurance coverage if our product candidates receive marketing approval and we begin selling them. However, the product liability insurance we will need to obtain in connection with the commercial sales of our product candidates, if and when they receive regulatory approval, may be unavailable in meaningful amounts or at a reasonable cost. In addition, insurance coverage is becoming increasingly expensive. If we are unable to obtain or maintain sufficient insurance coverage at an acceptable cost or to otherwise protect against product liability claims, it could prevent or inhibit the development and commercial production and sale of our product candidates, if and when they obtain regulatory approval, which could materially adversely affect our business, financial condition, results of operations, cash flows and prospects.

Additionally, we do not carry insurance for all categories of risk that our business may encounter. Some of the policies we currently maintain include general liability, employment practices liability, auto, property, workers' compensation, products liability and directors' and officers' insurance. We do not

know, however, if we will be able to maintain insurance with adequate levels of coverage. Any significant uninsured liability may require us to pay substantial amounts, which would materially adversely affect our financial position, cash flows and results of operations.

Business interruptions could delay us in the process of developing our products and could disrupt our sales.

Our headquarters is located in Lexington, Massachusetts. We are vulnerable to natural disasters, such as severe storms and other events that could disrupt our business operations. We do not carry insurance for natural disasters and we may not carry sufficient business interruption insurance to compensate us for losses that may occur. Any losses or damages we incur could have a material adverse effect on our business operations.

Our business and operations would suffer in the event of system failures.

Despite the implementation of security measures, our internal computer systems, and those of our CROs and other third parties on which we rely, are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our drug development programs. For example, the loss of clinical trial data from completed or ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach were to result in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development of our product candidates could be delayed.

Our employees, independent contractors, principal investigators, consultants, commercial partners and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements and insider trading, which could significantly harm our business.

We are exposed to the risk of fraud or other misconduct by employees and independent contractors, such as principal investigators, consultants, commercial partners and vendors. Misconduct by these parties could include failures to comply with the regulations of the FDA and comparable non-U.S. regulatory authorities, provide accurate information to the FDA and comparable non-U.S. regulatory authorities, comply with fraud and abuse and other healthcare laws in the United States and abroad, report financial information or data accurately or disclose unauthorized activities to us. In particular, sales, marketing and other business arrangements in the healthcare industry are subject to extensive laws intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws may restrict or prohibit a wide range of business activities, including, but not limited to, research, manufacturing, distribution, pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Misconduct could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We adopted a code of ethics, but it is not always possible to identify and deter employee and other third-party misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws. If any such actions are instituted against us resulting from such misconduct those actions could have a significant impact on our business, including the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgement, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, diminished profits and future earnings and curtailment or restructuring of our operations, any of which could adversely affect our ability to operate.

We and our development partners, third-party manufacturers and suppliers use biological materials and may use hazardous materials, and any claims relating to improper handling, storage or disposal of these materials could be time consuming or costly.

We and our development partners, third-party manufacturer and suppliers may use hazardous materials, including chemicals and biological agents and compounds that could be dangerous to human health and safety or the environment. Our operations and the operations of our third-party manufacturers and suppliers also produce hazardous waste products. Federal, state and local laws and regulations govern the use, generation, manufacture, storage, handling and disposal of these materials and wastes. Compliance with applicable environmental laws and regulations may be expensive and current or future environmental laws and regulations may impair our product development efforts. In addition, we cannot entirely eliminate the risk of accidental injury or contamination from these materials or wastes. We do not carry specific biological or hazardous waste insurance coverage, and our property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. Accordingly, in the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended.

Risks Related to this Offering and Ownership of Our Common Stock

The market price of our common stock may be highly volatile, and you may not be able to resell your shares at or above the initial public offering price.

Prior to this offering, there has not been a public market for our common stock. Although we expect to list our common stock on NASDAQ, if an active trading market for our common stock does not develop following this offering, you may not be able to sell your shares quickly or above the initial public offering price. The initial public offering price for the shares was determined by negotiations between us and representatives of the underwriters and may not be indicative of prices that will prevail in the trading market, and the value of our common stock may decrease from the initial public offering price.

The trading price of our common stock is likely to be volatile, and you can lose all or part of your investment. The following factors, in addition to other factors described in this “Risk Factors” section and elsewhere in this prospectus, may have a significant impact on the market price of our common stock:

- announcements of regulatory approval or a complete response letter, or specific label indications or patient populations for its use, or changes or delays in the regulatory review process;
- announcements of therapeutic innovations or new products by us or our competitors;
- adverse actions taken by regulatory agencies with respect to our clinical trials, manufacturing supply chain or sales and marketing activities;
- any adverse changes to our relationship with manufacturers or suppliers;
- the results of our testing and clinical trials;
- the results of our efforts to acquire or license additional product candidates;
- variations in the level of expenses related to our existing product candidates or preclinical and clinical development programs;
- any intellectual property infringement actions in which we may become involved;
- announcements concerning our competitors or the pharmaceutical industry in general;
- achievement of expected product sales and profitability;
- manufacture, supply or distribution shortages;
- actual or anticipated fluctuations in our quarterly or annual operating results;
- changes in financial estimates or recommendations by securities analysts;

- trading volume of our common stock;
- sales of our common stock by us, our executive officers and directors or our stockholders in the future;
- general economic and market conditions and overall fluctuations in the U.S. equity markets;
- changes in accounting principles; and
- the loss of any of our key scientific or management personnel.

In addition, the stock market, in general, and small pharmaceutical and biotechnology companies have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. Further, the current decline in the financial markets and related factors beyond our control may cause our stock price to decline rapidly and unexpectedly.

We may be subject to securities litigation, which is expensive and could divert management attention.

Our share price may be volatile, and in the past companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Litigation of this type could result in substantial costs and diversion of management's attention and resources, which could adversely impact our business. Any adverse determination in litigation could also subject us to significant liabilities.

Our existing principal stockholders, executive officers and directors own a significant percentage of our common stock and will be able to exert a significant control over matters submitted to our stockholders for approval.

After this offering, our officers and directors, and stockholders who own more than 5% of our outstanding common stock before this offering will, in the aggregate, beneficially own approximately % of our common stock (after giving effect to the conversion of all outstanding shares of our convertible preferred stock but assuming no exercise of the underwriters' option to purchase additional shares and no exercise of outstanding options or warrants).

This significant concentration of share ownership may adversely affect the trading price for our common stock because investors often perceive disadvantages in owning stock in companies with controlling stockholders. As a result, these stockholders, if they acted together, could significantly influence all matters requiring approval by our stockholders, including the election of directors and the approval of mergers or other business combination transactions. These stockholders may be able to determine all matters requiring stockholder approval. The interests of these stockholders may not always coincide with our interests or the interests of other stockholders. This may also prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders and they may act in a manner that advances their best interests and not necessarily those of other stockholders, including seeking a premium value for their common stock, and might affect the prevailing market price for our common stock.

If you purchase our common stock in this offering, you will incur immediate and substantial dilution in the book value of your shares.

The initial public offering price is substantially higher than the net tangible book value per share of our common stock. Investors purchasing common stock in this offering will pay a price per share that substantially exceeds the net tangible book value of our common stock. As a result, investors purchasing common stock in this offering will incur immediate dilution of $ per share, based on the initial public offering price of $ per share and our pro forma net tangible book value as of June 30, 2014. In addition, investors purchasing common stock in this offering will contribute % of the total amount invested by stockholders since inception but will only own % of the shares of common stock outstanding.

In the past, we have issued options and warrants to acquire shares of our capital stock at prices significantly below the assumed initial public offering price. To the extent any outstanding options or warrants are ultimately exercised or we issue additional shares of common stock to the holders of exchangeable shares of our subsidiary, you will sustain further dilution. Further, because we will need to raise additional capital to fund our clinical development programs, we may in the future sell substantial amounts of common stock or securities convertible into or exchangeable for common stock. These future issuances of equity or equity-linked securities, together with the exercise of outstanding options and warrants and any additional shares issued in connection with acquisitions, if any, may result in further dilution to investors. For more information, see “Dilution” for a more detailed description of the dilution to new investors in the offering.

Sales of a substantial number of shares of our common stock in the public market by our existing stockholders could cause our stock price to fall.

Sales of a substantial number of shares of our common stock in the public market or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. Substantially all of our existing stockholders are subject to lock-up agreements with the underwriters of this offering that restrict the stockholders’ ability to transfer shares of our common stock for a period of 180 days after the date of this prospectus. After this offering, we will have outstanding shares of common stock based on the number of shares outstanding as of June 30, 2014. Subject to limitations, approximately shares will become eligible for sale upon expiration of the lock-up period, as calculated and described in more detail in the section entitled “Shares Eligible for Future Sale.” In addition, shares issued or issuable upon exercise of options and warrants vested as of the expiration of the lock-up period will be eligible for sale at that time. Sales of stock by these stockholders could have a material adverse effect on the trading price of our common stock.

Moreover, after this offering, holders of an aggregate of shares of our common stock will have rights, subject to certain conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. Registration of these shares under the Securities Act of 1933, as amended, or the Securities Act, would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares held by our affiliates as defined in Rule 144 under the Securities Act. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our common stock.

Our management will have broad discretion in the use of the net proceeds from this offering and may allocate the net proceeds from this offering in ways that you and other stockholders may not approve.

Our management will have broad discretion in the use of the net proceeds, including for any of the purposes described in the section entitled “Use of Proceeds,” and you will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this offering, their ultimate use may vary substantially from their currently intended use. The failure of our management to use these funds effectively could have a material adverse effect on our business, cause the market price of our common stock to decline and delay the development of our product candidates. Pending their use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing instruments and U.S. government securities. These investments may not yield a favorable return to our stockholders.

If securities or industry analysts do not publish or cease publishing research or reports about us, our business or our market, or if they adversely change their recommendations or publish negative reports regarding our business or our stock, our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts may publish about us, our business, our market or our competitors. We do not have any control over these analysts and we cannot provide any assurance that analysts will cover us or provide favorable coverage. If any of the analysts who may cover us adversely change their recommendation regarding our stock, or provide more favorable relative recommendations about our competitors, our stock price could decline. If any analyst who may cover us were to cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

Because we do not intend to declare cash dividends on our shares of common stock in the foreseeable future, stockholders must rely on appreciation of the value of our common stock for any return on their investment.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends in the foreseeable future. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, we expect that only appreciation of the price of our common stock, if any, will provide a return to investors in this offering for the foreseeable future.

If we are unable to substantially utilize our net operating loss carryforward, our financial results will be adversely affected.

As of December 31, 2013, we had net operating losses of approximately $69.3 million, which may be utilized against future federal and state income taxes. In general, a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change net operating losses, or NOLs, to offset future taxable income. In general, an ownership change occurs if the aggregate stock ownership of certain stockholders (generally 5% stockholders, applying certain look-through and aggregation rules) increases by more than 50% over such stockholders’ lowest percentage ownership during the testing period (generally three years). Purchases of our common stock in amounts greater than specified levels, which will be beyond our control, could create a limitation on our ability to utilize our NOLs for tax purposes in the future. Limitations imposed on our ability to utilize NOLs could cause U.S. federal and state income taxes to be paid earlier than would be paid if such limitations were not in effect and could cause such NOLs to expire unused, in each case reducing or eliminating the benefit of such NOLs. Furthermore, we may not be able to generate sufficient taxable income to utilize our NOLs before they expire. If any of these events occur, we may not derive some or all of the expected benefits from our NOLs. In addition, at the state level there may be periods during which the use of NOLs is suspended or otherwise limited, which would accelerate or may permanently increase state taxes owed.

The requirements associated with being a public company will require significant company resources and management attention.

Following this offering, we will become subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act, the listing requirements of the securities exchange on which our common stock is traded and other applicable securities rules and regulations. The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition and maintain effective disclosure controls and procedures and internal control over financial reporting. In addition, subsequent rules implemented by the SEC and NASDAQ may also impose various additional requirements on public companies. As a result, we will incur additional legal, accounting and other expenses that we did not incur as a nonpublic company, particularly after we are no longer an “emerging growth company” as defined in the Jumpstart Our Business Startups Act, or JOBS Act. Further, the need to establish the corporate infrastructure

demanded of a public company may divert management's attention from implementing our growth strategy. We have made, and will continue to make, changes to our corporate governance standards, disclosure controls and financial reporting and accounting systems to meet our reporting obligations. However, the measures we take may not be sufficient to satisfy our obligations as a public company, which could subject us to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

We will incur significant increased costs as a result of operating as a public company, and our management will be required to devote substantial time to compliance initiatives. Failure to build our finance infrastructure and improve our accounting systems and controls could impair our ability to comply with the financial reporting and internal controls requirements for publicly traded companies.

As a public company, we will operate in an increasingly challenging regulatory environment. Once we no longer qualify as an "emerging growth company" under the JOBS Act, we will be required to comply with the Sarbanes-Oxley Act and the related rules and regulations of the SEC, expanded disclosures, accelerated reporting requirements and more complex accounting rules. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to incur substantial costs to maintain the same or similar coverage. We estimate that we will annually incur approximately $1.5 million to $2.5 million in expenses to ensure compliance with these requirements.

Section 404(a) of the Sarbanes-Oxley Act requires annual management assessments of the effectiveness of our internal control over financial reporting, starting with the second annual report that we would expect to file with the SEC and we will be required to disclose material changes made in our internal controls and procedures on a quarterly basis. Company responsibilities required by the Sarbanes-Oxley Act include establishing corporate oversight and adequate internal control over financial reporting and disclosure controls and procedures. Effective internal controls are necessary for us to produce reliable financial reports and are important to help prevent financial fraud. However, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act until the later of the year following our first annual report required to be filed with the SEC or the date we are no longer an "emerging growth company" as defined in the JOBS Act, because we are taking advantage of the exemptions contained in the JOBS Act.

To build the infrastructure to allow us to assess the effectiveness of our internal control over financial reporting, we will need to hire additional accounting personnel and improve our accounting systems, disclosure policies, procedures and controls. We are currently in the process of:

- hiring additional accounting and financial staff with appropriate public company experience;
- initiating plans to establish an outsourced internal audit function;
- initiating plans to upgrade our computer systems, including hardware and software;
- establishing more robust policies and procedures; and
- enhancing internal controls and our financial statement review process.

If we are unsuccessful in building an appropriate accounting infrastructure, we may not be able to prepare and disclose, in a timely manner, our financial statements and other required disclosures, or comply with existing or new reporting requirements.

During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective. We cannot assure you that there will not be material weaknesses in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by NASDAQ, the SEC and comparable non-U.S. regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

The recently enacted JOBS Act will allow us to postpone the date by which we must comply with some of the laws and regulations intended to protect investors and to reduce the amount of information we provide in our reports filed with the SEC, which could undermine investor confidence in our company and adversely affect the market price of our common stock.

For so long as we remain an "emerging growth company" as defined in the JOBS Act, we may take advantage of certain exemptions from various requirements that are applicable to public companies that are not "emerging growth companies" including:

- the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that our independent registered public accounting firm provide an attestation report on the effectiveness of our internal control over financial reporting;
- the "say on pay" provisions (requiring a non-binding stockholder vote to approve compensation of certain executive officers) and the "say on golden parachute" provisions (requiring a non-binding stockholder vote to approve golden parachute arrangements for certain executive officers in connection with mergers and certain other business combinations) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or Dodd-Frank Act, and some of the disclosure requirements of the Dodd-Frank Act relating to compensation of its chief executive officer;
- the requirement to provide detailed compensation discussion and analysis in proxy statements and reports filed under the Exchange Act, and instead provide a reduced level of disclosure concerning executive compensation; and
- any rules that may be adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation or a supplement to the auditor's report on the financial statements.

We may take advantage of these exemptions until we are no longer an "emerging growth company." We would cease to be an "emerging growth company" upon the earliest of: (i) the last day of the first fiscal year following the fifth anniversary of the closing of this offering; (ii) the last day of the first fiscal year in which our annual gross revenues are $1 billion or more; (iii) the date on which we have, during the previous three-year period, issued more than $1 billion in non-convertible debt securities; or (iv) as of the end of any fiscal year in which the market value of our common stock held by non-affiliates exceeded $700 million as of the end of the second quarter of that fiscal year.

Although we are still evaluating the JOBS Act, we currently intend to take advantage of some, but not all, of the reduced regulatory and reporting requirements that will be available to us so long as we qualify as an "emerging growth company." For example, we have irrevocably elected under Section 107 of the JOBS Act not to take advantage of the extension of time to comply with new or

revised financial accounting standards available under Section 102(b) of the JOBS Act. Our independent registered public accounting firm will not be required to provide an attestation report on the effectiveness of our internal control over financial reporting so long as we qualify as an "emerging growth company," which may increase the risk that weaknesses or deficiencies in our internal control over financial reporting go undetected. Likewise, so long as we qualify as an "emerging growth company," we may elect not to provide you with certain information, including certain financial information and certain information regarding compensation of our executive officers, that we would otherwise have been required to provide in filings we make with the SEC, which may make it more difficult for investors and securities analysts to evaluate our company. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock, and our stock price may be more volatile and may decline.

Some provisions of our charter documents and Delaware law may have anti-takeover effects that could discourage an acquisition of us by others, even if an acquisition would be beneficial to our stockholders, and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our amended and restated certificate of incorporation and our bylaws that will become effective prior to the closing of this offering, as well as provisions of the Delaware General Corporation Law, or DGCL, could make it more difficult for a third party to acquire us or increase the cost of acquiring us, even if doing so would benefit our stockholders, including transactions in which stockholders might otherwise receive a premium for their shares. These provisions include:

- establishing a classified board of directors such that not all members of the board are elected at one time;
- allowing the authorized number of our directors to be changed only by resolution of our board of directors;
- limiting the removal of directors by the stockholders;
- authorizing the issuance of "blank check" preferred stock, the terms of which may be established and shares of which may be issued without stockholder approval;
- prohibiting stockholder action by written consent, thereby requiring all stockholder actions to be taken at a meeting of our stockholders;
- eliminating the ability of stockholders to call a special meeting of stockholders;
- establishing advance notice requirements for nominations for election to the board of directors or for proposing matters that can be acted upon at stockholder meetings; and
- requiring the approval of the holders of at least 75% of the votes that all our stockholders would be entitled to cast to amend or repeal our bylaws.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, we are subject to Section 203 of the DGCL, which generally prohibits a Delaware corporation from engaging in any of a broad range of business combinations with an interested stockholder for a period of three years following the date on which the stockholder became an interested stockholder, unless such transactions are approved by our board of directors. This provision could have the effect of delaying or preventing a change of control, whether or not it is desired by or beneficial to our stockholders.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business,” contain forward-looking statements that are based on our management’s belief and assumptions and on information currently available to our management. Although we believe that the expectations reflected in these forward-looking statements are reasonable, these statements relate to future events or our future financial performance, and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Forward-looking statements in this prospectus include, but are not limited to, statements about:

- our anticipated cash needs and our estimates regarding our capital requirements and our needs for additional financing;
- federal, state, and non-U.S. regulatory requirements, including regulation of our current or any other future product candidates by the FDA;
- the success, timing and cost of our ongoing clinical trials and anticipated Phase 3 program for *trabodenoson* as monotherapy and Phase 2 program for our FDC product candidate, including statements regarding the timing of initiation and completion of the trials;
- the timing of and our ability to submit regulatory filings with the FDA and to obtain and maintain FDA or other regulatory authority approval of, or other action with respect to, our product candidates;
- our commercialization, marketing and manufacturing capabilities and strategy, including with respect to our planned sales force in the United States and our partnering and collaboration efforts outside the United States;
- third-party payor reimbursement for our current product candidates or any other potential products;
- our expectations regarding the clinical efficacy of our product candidates and results of our clinical trials;
- the glaucoma patient market size and the rate and degree of market adoption of our product candidates by ophthalmologists, optometrists and patients;
- the timing, cost or other aspects of the commercial launch of our product candidates and potential future sales of our current product candidates or any other potential products;
- our expectations regarding licensing, acquisitions and strategic operations;
- the potential advantages of our product candidates;
- our expectations related to the use of proceeds from this offering;
- our competitors and their product candidates, including our expectations regarding those competing product candidates;
- our ability to protect and enforce our intellectual property rights, including our patented and trade secret protected proprietary rights in our product candidates; and
- anticipated trends and challenges in our business and the markets in which we operate.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this prospectus.

In some cases, you can identify forward-looking statements by terminology such as “may,” “might,” “could,” “would,” “will,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “project,” “target,” “potential,” “continue” or the negative of these terms or other comparable terminology. These statements are only predictions. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which are, in some cases, beyond our control and which could materially affect results. Factors that

may cause actual results to differ materially from current expectations include, among other things, those listed under “Risk Factors” and elsewhere in this prospectus. If one or more of these risks or uncertainties occur, or if our underlying assumptions prove to be incorrect, actual events or results may vary significantly from those implied or projected by the forward-looking statements. No forward-looking statement is a guarantee of future performance. You should read this prospectus and the documents that we reference in this prospectus and have filed with the SEC as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from any future results expressed or implied by these forward-looking statements.

The forward-looking statements in this prospectus represent our views as of the date of this prospectus. We anticipate that subsequent events and developments will cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. You should therefore not rely on these forward-looking statements as representing our views as of any date subsequent to the date of this prospectus.

INDUSTRY AND MARKET DATA

We obtained the industry and market data in this prospectus from our own internal estimates and research as well as from industry and general publications and research, surveys, studies and trials conducted by third parties. We believe and act as if the third party data contained herein, and the underlying economic assumptions relied upon therein, are generally reliable. Some data is also based on our good faith estimates, which are derived from management's knowledge of the industry and independent sources. This data involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. Similarly, we believe our internal research is reliable, even though such research has not been verified by any independent sources. In addition, while we believe the market opportunity information included in this prospectus is generally reliable and is based on reasonable assumptions, such data involves risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors." These and other factors could cause our results to differ materially from those expressed in the estimates made by third parties and by us.

USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of shares of common stock in this offering will be approximately $ million based upon an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters' exercise their option to purchase additional shares in full, we estimate that our net proceeds will be approximately $ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, an increase (decrease) of one million shares offered by us would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the assumed initial public offering price remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A share increase in the number of shares offered by us together with a concomitant $1.00 increase in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase the net proceeds to us from this offering by approximately $ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Conversely, a share decrease in the number of shares offered by us together with a concomitant $1.00 decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would decrease the net proceeds to us from this offering by approximately $ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to fund the continued testing of *trabodenoson* as a monotherapy and as a fixed-dose combination with *latanoprost* for the reduction of intraocular pressure, or IOP, fund the further increase of our financial flexibility, create a public market for our common stock, facilitate our access to the public equity markets and for general corporate purposes. We currently expect to use the net proceeds from this offering as follows:

- approximately $ million to $ million for direct clinical and non-clinical costs associated with the completion of both Phase 3 pivotal trials for *trabodenoson* monotherapy;
- approximately $ million to $ million for direct clinical and non-clinical costs associated with the development of a commercial formulation and the completion of a Phase 2 trial for our FDC product candidate; and
- the remainder for working capital and general corporate purposes.

Our expected use of net proceeds from this offering represents our current intentions based upon our present plans and business condition. As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the net proceeds to be received upon the closing of this offering or the amounts that we will actually spend on the uses set forth above. We may use a portion of the net proceeds of this offering for the acquisition or licensing, as the case may be, of additional technologies, other assets or businesses, or for other strategic investments or opportunities, although we have no current understandings, agreements or commitments to do so at this time.

The amount and timing of our actual expenditures will depend upon numerous factors, including the results of our continued testing of our product candidates and the other factors described under “Risk Factors” in this prospectus. Accordingly, our management will have flexibility in applying the net proceeds from this offering. An investor will not have the opportunity to evaluate the economic, financial or other information on which we base our decisions on how to use the proceeds.

Pending these uses, we intend to invest the net proceeds in high quality, investment grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government, or hold as cash.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings, if any, to fund the development and expansion of our business and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination to pay cash dividends will be made at the discretion of our board of directors. In addition, the terms of our outstanding indebtedness restrict our ability to pay cash dividends, and any future indebtedness that we may incur could preclude us from paying cash dividends. Investors should not purchase our common stock with the expectation of receiving cash dividends.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and capitalization as of June 30, 2014:

- on an actual basis;
- on a pro forma basis to give effect to (i) the conversion of all outstanding shares of preferred stock, including all accrued and unpaid dividends thereon, into an aggregate of 30,450,953 shares of common stock upon the closing of this offering and (ii) the filing and effectiveness of our amended and restated certificate of incorporation, which will occur immediately prior to the closing of this offering; and
- on a pro forma as adjusted basis to give further effect to our sale in this offering of shares of common stock at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

You should read the following table together with the sections titled “Selected Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Description of Capital Stock” and the financial statements and related notes appearing elsewhere in this prospectus.

	As of June 30, 2014		
(in thousands, except share and per share amounts)	Actual (unaudited)	Pro Forma (unaudited)	Pro Forma As Adjusted (unaudited)
Cash and cash equivalents	$ 8,881	$ 8,881	$
Notes payable	$ 6,911	$ 6,911	
Series AA redeemable convertible preferred stock, $0.001 par value; 25,757,874 shares authorized and 23,204,783 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	42,715	—	
Series X redeemable convertible preferred stock, $0.001 par value; 2,902,050 shares authorized and 1,892,320 shares issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma and pro forma as adjusted	548	—	
Stockholders’ equity (deficit):			
Preferred stock, $0.001 par value; no shares authorized, issued and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	
Common stock, $0.01 par value; 32,857,171 shares authorized, 4,147,249 issued and 4,139,599 outstanding, actual; shares authorized, pro forma and pro forma as adjusted; 34,598,202 shares issued and 34,590,552 shares outstanding, pro forma; and shares issued and outstanding, pro forma as adjusted	41	346	
Additional paid-in capital	77,724	123,168	
Treasury stock, at cost, 7,650 shares	(176)	(176)	
Accumulated deficit	(123,505)	(123,505)	
Total stockholders’ equity (deficit)	(45,916)	(167)	
Total capitalization	$ 4,258	$ 6,744	$

The information above is illustrative only, and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the amount of cash and cash equivalents, total stockholders' equity (deficit) and total capitalization on a pro forma as adjusted basis by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, an increase (decrease) of one million shares offered by us would increase (decrease) the amount of cash and cash equivalents, total stockholders' equity (deficit) and total capitalization on a pro forma as adjusted basis by approximately $ million, assuming the assumed initial public offering price remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A share increase in the number of shares offered by us together with a concomitant $1.00 increase in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase each of cash and cash equivalents, total stockholders' equity (deficit) and total capitalization by approximately $ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Conversely, a share decrease in the number of shares offered by us together with a concomitant $1.00 decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would decrease each of cash and cash equivalents, total stockholders' equity (deficit) and total capitalization by approximately $ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. The pro forma as adjusted information discussed above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

The actual, pro forma and pro forma as adjusted information set forth in the table above excludes (i) 48,137 shares of common stock issuable upon the exercise of stock options outstanding as of June 30, 2014 with a weighted-average exercise price of $10.00 per share, (ii) 1,081,136 shares of common stock issuable upon the exercise of warrants outstanding, 852,230 of which have an exercise price of $0.01 per share, are exercisable for preferred stock prior to the closing of this offering and will terminate upon the closing of this offering, and 228,906 of which have an exercise price of $1.529 per share, are exercisable for preferred stock prior to the closing of this offering and are exercisable for common stock upon the closing of this offering; and (iii) shares of common stock reserved for future issuance under our 2014 Stock Option and Incentive Plan, or 2014 Plan.

DILUTION

If you invest in our common stock in this offering, your interest will be diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock immediately after this offering. We calculate net tangible book value per share by dividing the net tangible book value (tangible assets less total liabilities) by the number of outstanding shares of our common stock.

The historical net tangible book value of our common stock as of June 30, 2014 was $ million, or $ per share, based on 4,139,599 shares of common stock outstanding as of June 30, 2014, which excludes the conversion of all of our outstanding 25,097,103 shares of preferred stock, including all accrued and unpaid dividends thereon, into 30,450,953 shares of common stock immediately prior to the closing of this offering.

The pro forma net tangible book value of our common stock as of June 30, 2014 was $ million, or approximately $ per share of common stock, based on shares of our common stock outstanding, after giving effect to the conversion of all 25,097,103 outstanding shares of convertible preferred stock, including all accrued and unpaid dividends thereon, into 30,450,953 shares of common stock immediately prior to the closing of this offering.

After giving further effect to our sale of shares in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses, our pro forma as adjusted net tangible book value as of June 30, 2014 would be $, or $ per share. This represents an immediate increase in net tangible book value of $ per share to existing stockholders and an immediate dilution in net tangible book value of $ per share to purchasers of common stock in this offering, as illustrated in the following table:

Assumed initial public offering price per share		$
Historical net tangible book value per share	$	
Increase attributable to the pro forma transactions described above, before giving effect to this offering		
Pro forma net tangible book value per share as of June 30, 2014		
Increase in net tangible book value per share attributable to new investors		
Pro forma as adjusted net tangible book value per share at June 30, 2014 after giving effect to this offering		$
Dilution per share to new investors		$

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the dilution to new investors by $ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated expenses payable by us. Similarly, an increase (decrease) of one million shares offered by us would increase (decrease) the dilution to new investors by $ per share, assuming the assumed initial public offering price remains the same and after deducting estimated underwriting discounts and commissions and estimated expenses payable by us. A share increase in the number of shares offered by us together with a concomitant $1.00 increase in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase the dilution to new investors by approximately $ per share, after deducting estimated

underwriting discounts and commissions and estimated offering expenses payable by us. Conversely, a share decrease in the number of shares offered by us together with a concomitant $1.00 decrease in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would decrease the dilution to new investors by approximately $ per share, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their option to purchase additional shares in full, the pro forma as adjusted net tangible book value would be $ per share, and the dilution in pro forma as adjusted net tangible book value to investors in this offering would be $ per share. The following table summarizes, on a pro forma as adjusted basis as of June 30, 2014, the differences between the number of shares of common stock purchased from us, the total consideration and the average price per share paid by existing stockholders (giving effect to the conversion of all of our outstanding 25,097,103 shares of preferred stock, including all accrued and unpaid dividends thereon, into 30,450,953 shares of common stock prior to the closing of this offering) and by investors participating in this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, at an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus.

	Shares Purchased		Total Consideration		Average price / share
	Number	Percent	Amount	Percent	
Existing stockholders		%	$		$
New investors		%			
Total		%	$		$

The above discussion and tables are based on 4,139,599 shares of common stock issued and outstanding as of June 30, 2014 and also reflects the conversion of all outstanding shares of preferred stock, including all accrued and unpaid dividends thereon, into an aggregate of 30,450,953 shares of common stock immediately prior to the closing of this offering, and excludes:

- 48,137 shares of common stock issuable upon the exercise of stock options outstanding as of June 30, 2014 at a weighted-average exercise price of $10.00 per share;
- 1,081,136 shares of common stock issuable upon the exercise of warrants outstanding, 852,230 of which have exercise price of $0.01 per share, are exercisable for preferred stock prior to the closing of this offering and will terminate upon the closing of this offering, and 228,906 of which have exercise price of $1.529 per share, are exercisable for preferred stock prior to the closing of this offering and are exercisable for common stock upon the closing of this offering; and
- shares of common stock reserved for future issuance under our 2014 Plan.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the total consideration paid by new investors by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their option to purchase additional shares in full, the number of shares of common stock held by existing stockholders will be reduced to % of the total number of shares of common stock to be outstanding after this offering, and the number of shares of common stock held by investors participating in this offering will be further increased to , or % of the total number of shares of common stock to be outstanding after this offering.

To the extent that outstanding options are exercised, you will experience further dilution. In addition, we may choose to raise additional capital due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent that additional capital is raised through the sale of equity or convertible debt securities, the issuance of these securities may result in further dilution to our stockholders.

SELECTED FINANCIAL DATA

We derived the selected statements of operations data for the years ended December 31, 2012 and 2013 and the balance sheet data as of December 31, 2012 and 2013 from our audited financial statements appearing elsewhere in this prospectus. The selected statements of operations data for the six months ended June 30, 2013 and 2014 and the balance sheet data as of June 30, 2014 have been derived from our unaudited financial statements included elsewhere in this prospectus. These unaudited financial statements have been prepared on a basis consistent with our audited financial statements and, in the opinion of management, reflect all adjustments, consisting only of normal and recurring adjustments, necessary for a fair presentation of such financial data. You should read this data together with our financial statements and related notes appearing elsewhere in this prospectus and the information under the captions "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our historical results are not necessarily indicative of our future results, and results for the six-month period ended June 30, 2014 are not necessarily indicative of the results to be expected for the year ending December 31, 2014 or any other interim periods or any future year or period.

	Year Ended December 31,		Six Months Ended June 30,	
	2012	2013	2013	2014
(in thousands, except share and per share data)			(unaudited)	
Statements of Operations Data:				
Operating expenses:				
Research and development	$ (3,542)	$ (5,330)	$ (2,304)	$ (3,412)
General and administrative	(2,307)	(1,324)	(1,021)	(494)
Loss from operations	(5,849)	(6,654)	(3,325)	(3,906)
Other income	4	3	–	–
Interest expense	(213)	(884)	(388)	(491)
Change in fair value of warrant liabilities	–	(81)	–	(598)
Net loss	$ (6,058)	$ (7,616)	$ (3,713)	$ (4,995)
Net loss per common share—basic and diluted	$ (1.98)	$ (2.48)	$ (1.18)	$ (1.70)
Weighted-average common shares outstanding—basic and diluted	4,124,880	4,131,863	4,124,880	4,139,599
Pro forma net loss per common share—basic and diluted (unaudited)		$ (0.35)		$ (0.21)
Pro forma weighted-average common shares outstanding—basic and diluted (unaudited)		29,413,014		33,796,398

	Year Ended December 31,		June 30,
	2012	2013	2014
(in thousands)			(unaudited)
Balance Sheet Data:			
Cash and cash equivalents	$ 1,372	$ 12,793	$ 8,881
Total assets	1,421	12,863	8,923
Convertible notes payable	2,713	–	–
Notes payable—current portion	–	1,410	2,899
Notes payable, net of current portion	–	5,395	4,012
Warrant liabilities	–	1,888	2,486
Total liabilities	3,789	10,525	11,576
Series AA redeemable convertible preferred stock	27,856	40,685	42,715
Accumulated deficit	(110,894)	(118,510)	(123,505)
Total stockholders' deficit	(30,930)	(38,895)	(45,916)

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our "Selected Financial Data" and our financial statements, related notes and other financial information included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties such as our plans, objectives, expectations and intentions. Our actual results could differ materially from those discussed in these forward looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below and those discussed in "Risk Factors" included elsewhere in this prospectus.

Overview

We are a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of therapies for glaucoma. Glaucoma is a disease of the eye that is typically characterized by structural evidence of optic nerve damage, vision loss and consistently elevated intraocular pressure, or IOP. Our lead product candidate, *trabodenoson*, is a first-in-class selective adenosine mimetic that we rationally designed to lower IOP by restoring the eye's natural pressure control mechanism. Our product pipeline includes *trabodenoson* monotherapy delivered in an eye drop formulation, as well as a fixed-dose combination, or FDC, of *trabodenoson* with *latanoprost* given once-daily, or QD.

We are completing a Phase 2 trial of *trabodenoson* with *latanoprost* and expect results from this trial to be reported in the fourth quarter of 2014. We are planning an End-of-Phase 2 meeting with the U.S. Food and Drug Administration, or FDA, for *trabodenoson* in the first half of 2015. We expect to initiate a Phase 3 program for *trabodenoson* monotherapy in mid-2015, which will consist of two Phase 3 pivotal trials and a long-term safety study. Based on our estimates of the rate of patient enrollment and assuming commencement in mid-2015, we expect to report top-line data from the first of the two pivotal Phase 3 trials by late 2016 or early 2017, with a second pivotal trial being completed in 2017.

Since our inception on July 7, 1999, we have devoted substantially all of our resources to business planning, raising capital, product research and development, applying for and obtaining government and private grants, recruiting management, research and technical staff and other personnel, acquiring operating assets, and undertaking preclinical studies and clinical trials of our lead product candidates.

We have not completed development of any product candidate and we have therefore not generated any revenues from product sales. Prior to 2012, we generated revenues primarily from research grants received from governmental agencies and private companies as well as revenue earned under licensing and research collaboration contracts. All previously recognized revenue was unrelated to our current development efforts focused on our lead product candidate, *trabodenoson,* for the treatment of glaucoma and other diseases of the eye.

Historically, we have financed our operations principally through grants from government and private entities, private placements of preferred stock and issuances of convertible promissory notes and notes payable. Although it is difficult to predict our liquidity requirements, based upon our current operating plan, and assuming the successful closing of this offering, we believe we will have sufficient cash to meet our projected operating requirements for at least the next 18 months. See "Liquidity and Capital Resources."

Our net losses were $6.1 million and $7.6 million for the years ended December 31, 2012 and 2013, respectively. Our net losses were $3.7 million and $5.0 million for the six months ended June 30, 2013 and 2014, respectively. As of June 30, 2014, we had an accumulated deficit of $123.5 million.

Factors Affecting our Results of Operations

We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we continue to invest in research and development and commence our Phase 3 program of *trabodenoson* in 2015. We also expect our expenses to increase as we complete formulation and manufacturing activities of our FDC product candidate and commence clinical trials in 2016. In addition, if we successfully launch *trabodenoson* as a monotherapy or any other product candidates, we expect to incur significant commercialization expenses related to sales, marketing, manufacturing and distribution of our products.

Furthermore, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. We expect operating expenses to increase substantially to support an increased infrastructure and expanded operations. Accordingly, we may need to obtain additional funding in connection with our continuing operations. Adequate additional financing may not be available to us on acceptable terms, or at all. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate our research and development programs or any future commercialization efforts. We will need to generate significant revenues to achieve profitability, and we may never do so. As a result, we expect to incur significant expenses and increasing operating losses for the foreseeable future.

Financial Overview

Revenue

We have not generated any revenue from product sales since our inception and do not expect to generate any revenue from the sale of products in the near future. Our ability to generate revenues will depend heavily on the successful development, regulatory approval and commercialization of *trabodenoson* and any other future product candidates. Historically, we generated revenues primarily from research grants received from governmental agencies and private companies as well as revenue earned under licensing and research collaboration contracts that were unrelated to our current research and development programs. We have not generated any revenues after January 1, 2012.

Research and Development Expenses

Research and development expenses consist primarily of the costs associated with our research and development activities, conducting preclinical studies and clinical trials and activities related to regulatory filings. Our research and development expenses consist of:

- direct clinical and non-clinical expenses which include expenses incurred under agreements with contract research organizations, or CROs, contract manufacturing organizations and costs associated with preclinical activities and development activities and costs associated with regulatory activities;
- employee and consultant-related expenses, including salaries, benefits, travel and stock-based compensation expense for research and development personnel as well as consultants that conduct and support clinical trials and preclinical studies; and
- facilities and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance and other supplies used in research and development activities.

We expense research and development costs as incurred. We record costs for some development activities, such as clinical trials, based on an evaluation of the progress to completion of specific tasks using data such as subject enrollment, clinical site activations or other information our vendors provide to us.

The following table summarizes our research and development expenses by type of activity for the years ended December 31, 2012 and 2013, and for the six months ended June 30, 2013 and 2014:

	Year Ended December 31,		Six Months Ended June 30,	
	2012	2013	2013	2014
(in thousands)			(unaudited)	
Trabodenoson—direct clinical and non-clinical	$1,988	$3,799	$1,319	$2,873
Personnel and other expenses:				
Employee and consultant-related expenses	1,341	1,339	873	468
Facility expenses	163	123	67	59
Other expenses	50	69	45	12
Total personnel and other expenses	1,554	1,531	985	539
Total research and development expenses	$3,542	$5,330	$2,304	$3,412

The process of conducting the necessary clinical research to obtain regulatory approval is costly and time consuming and the successful development of our product candidates is highly uncertain. Our future research and development expenses will depend on the clinical success of our product candidates, as well as ongoing assessments of the commercial potential of such product candidates. In addition, we cannot forecast with any degree of certainty which product candidates may be subject to future collaborations, when such arrangements will be secured, if at all, and to what degree such arrangements would affect our development plans and capital requirements. We expect our research and development expenses to increase in future periods for the foreseeable future as we seek to complete development of our lead product candidate, *trabodenoson*, further develop our other product candidates and expand our research and development personnel to focus on these product candidate development activities.

The successful development and commercialization of our product candidates is highly uncertain. This is due to the numerous risks and uncertainties associated with product development and commercialization, including the uncertainty of:

- the scope, progress, outcome and costs of our clinical trials and other research and development activities;
- the efficacy and potential advantages of our product candidates compared to alternative treatments, including any standard of care;
- the market acceptance of our product candidates;
- obtaining, maintaining, defending and enforcing patent claims and other intellectual property rights;
- significant and changing government regulation; and
- the timing, receipt and terms of any marketing approvals.

A change in the outcome of any of these variables with respect to the development of *trabodenoson* or any other product candidate that we may develop could mean a significant change in the costs and timing associated with the development of that product candidate. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials or other testing beyond those that we currently contemplate for the completion of clinical development of *trabodenoson* or any other product candidate that we may develop or if we experience significant delays in enrollment in any of our clinical trials, we could be required to expend significant additional financial resources and time on the completion of clinical development of that product candidate.

General and Administrative Expenses

General and administrative expenses consist of salaries and related benefit costs, including stock-based compensation for administrative personnel. Other significant general and administrative expenses include professional fees for legal, patents, consulting, auditing and tax services as well as other direct and allocated expenses for rent and maintenance of facilities, insurance and other supplies used in general and administrative activities. We anticipate that our general and administrative expenses will increase in future periods to support increases in our research and development activities and as a result of increased headcount (especially in our accounting and finance departments), increased stock-based compensation charges, expanded infrastructure, increased costs for insurance, and increased legal, compliance, accounting and investor and public relations expenses associated with being a public company.

Interest Expense

Interest expense consists primarily of interest on our existing notes payable, interest on convertible promissory notes, amortization of loan discounts as well as interest calculated based on the amortization of the beneficial conversion feature of the convertible promissory notes. We expect that our existing notes payable will remain outstanding after the closing of this offering, and therefore expect to continue to incur interest expense on these notes in accordance with the terms of the agreements.

Other Income (Expense), Net

Other income (expense), net, consists primarily of non-cash expense related to changes in the fair value of our warrant liabilities arising from the warrants to purchase shares of Series AA Preferred Stock described in Note 7 of our consolidated financial statements and appearing elsewhere in this prospectus, offset by other income which is primarily comprised of interest income.

Results of Operations

Comparison of the Six Months Ended June 30, 2013 and 2014

The following table summarizes the results of our operations for the six months ended June 30, 2014 and 2013:

(in thousands)	Six Months Ended June 30, 2013	2014	Increase (Decrease)
	(Unaudited)		
Operating expenses:			
Research and development	$(2,304)	$(3,412)	$ 1,108
General and administrative	(1,021)	(494)	(527)
Total operating expenses	(3,325)	(3,906)	581
Interest expense	(388)	(491)	103
Other income (expense), net	–	(598)	598
Net loss	$(3,713)	$(4,995)	$ 1,282

Research and Development Expenses

Research and development expenses increased by $1.1 million to $3.4 million for the six months ended June 30, 2014, as compared to $2.3 million for the six months ended June 30, 2013. The increase resulted primarily from higher CRO and other direct clinical trial expenses related to the current Phase 2 trial of *trabodenoson* FDC, which began in August 2013. This increase was partially offset by decreases in expenses related to manufacturing of the active pharmaceutical ingredient needed to conduct the Phase 2 trial, as well as decreases in expenses related to consultants and stock-based compensation for research development personnel.

General and Administrative Expenses

General and administrative expenses decreased $0.5 million, to $0.5 million, for the six months ended June 30, 2014, as compared to $1.0 million for the six months ended June 30, 2013. The decrease resulted primarily from approximately $0.8 million of executive severance and payroll-related costs that are included in the six months ended June 30, 2013 and are related to the termination of our former CEO and CFO who were terminated in May 2013. Offsetting this amount is a reversal of approximately $0.3 million of stock based compensation also related to these terminations. The remainder of the change is due to reductions in patent and other professional services expenses offset by higher outside consultant expenses for financial and accounting support.

Interest Expense

Interest expense increased $0.1 million, to $0.5 million, for the six months ended June 30, 2014, as compared to $0.4 million for the six months ended June 30, 2013. The entire amount of interest expense, both coupon and discount amortization, for the six months ended June 30, 2014, was related to the notes payable that we issued to two financial entities in June 2013. The majority of interest expense for the six months ended June 30, 2013 was related to our convertible promissory notes which converted to equity in June 2013.

Other Income (Expense), Net

Other expense, net, increased $0.6 million, to $0.6 million, for the six months ended June 30, 2014, as compared to no other expense, net, for the six months ended June 30, 2013. The increase resulted from the non-cash expense related to changes in the fair value of our warrant liabilities arising from the warrants to purchase shares of Series AA Preferred Stock described in Note 7 of our consolidated financial statements appearing elsewhere in this prospectus.

Comparison of the Years Ended December 31, 2012 and 2013

The following table summarizes the results of our operations for the years ended December 31, 2013 and 2012:

	Year Ended December 31,		Increase (Decrease)
	2012	2013	
Operating expenses:			
Research and development	$(3,542)	$(5,330)	$ 1,788
General and administrative	(2,307)	(1,324)	(983)
Total operating expenses	(5,849)	(6,654)	805
Interest expense	(213)	(884)	671
Other income (expense), net	4	(78)	82
Net loss	$(6,058)	$(7,616)	$ 1,558

Research and Development Expenses

Research and development expenses increased by $1.8 million, to $5.3 million, for the year ended December 31, 2013, as compared to $3.5 million for the year ended December 31, 2012. The increase resulted entirely from higher CRO and other direct clinical expenses related to the current Phase 2 trial of *trabodenoson* FDC, which began in August 2013.

General and Administrative Expenses

General and administrative expenses decreased $1.0 million, to $1.3 million, for the year ended December 31, 2013, as compared to $2.3 million for the year ended December 31, 2012. Approximately $0.6 million of this decrease is due to lower stock-based compensation and included a reversal of $0.3 million in expenses related to the termination of our former CEO and CFO who were terminated in May 2013. The remaining decrease resulted primarily from lower patent, legal and consultant-related expenses offset by higher payroll-related expenses.

Interest Expense

Interest expense increased by $0.7 million, to $0.9 million, for the year ended December 31, 2013, as compared to $0.2 million for the year ended December 31, 2012. Approximately $0.5 million of the increase resulted from the interest expense related to our notes payable which we issued in June 2013. The remaining increase resulted from higher interest expense related to our convertible promissory notes which converted into equity in June 2013.

Other Income (Expense), Net

Net other income increased by $0.1 million and is the result of the non-cash income related to changes in the fair value of our warrant liabilities arising from the warrants to purchase shares of Series AA Preferred Stock described in Note 7 of our consolidated financial statements appearing elsewhere in this prospectus.

Liquidity and Capital Resources

Since inception, we have incurred accumulated net losses and negative cash flows from our operations. We incurred net losses of $5.0 million and $3.7 million for the six months ended June 30, 2014 and 2013, respectively. We incurred net losses of $7.6 million and $6.1 million for the years ended December 31, 2013 and 2012, respectively. Our operating activities used $6.5 million and $6.9 million of cash flows during the years ended December 2013 and 2012, respectively, and $3.9 million and $2.6 million for the six months ended June 30, 2014 and 2013, respectively. Historically, we have financed our operations principally through grants from government and private entities, private placements of preferred stock and issuances of convertible promissory notes and notes payable.

At June 30, 2014, we had cash and cash equivalents of $8.9 million. We invest our cash equivalents in operating or money market accounts in order to preserve principal.

On June 28, 2013, we entered into a notes payable agreement with two financial entities pursuant to which we issued a $3.5 million note to each lender and received net proceeds of $6.9 million. The notes bear interest at a rate of 11.0% per annum and mature on October 1, 2016. Payments for the initial 12 months of the term are interest only and thereafter require repayment of the principal balance, with interest, in 27 monthly installments. Under the terms of the notes payable agreements, we granted first priority liens and the loans are collateralized by our personal property, including cash and cash equivalents. The notes payable agreements also contain representations and warranties by us and the lenders, indemnification provisions in favor of the lenders, customary covenants (including limitations on other indebtedness, liens, acquisitions, investments and dividends, but no financial covenants), and events of default (including payment defaults, breaches of covenants following any applicable cure period, a material impairment in the perfection or priority of lenders' security interest or in the collateral, and events relating to bankruptcy or insolvency). The terms of our current indebtedness may limit our ability to incur additional debt and undertake strategic transactions that may be beneficial to holders of our common stock. As of June 30, 2014, the total principal balance owed under the notes payable was $7.0 million. In addition, we believe were in compliance with all covenants under the notes payable agreements as of June 30, 2014.

The following table summarizes our sources and uses of cash for each of the periods presented:

	Year Ended December 31,		Six Months Ended June 30,	
(in thousands)	2012	2013	2013	2014
			(unaudited)	
Cash used in operating activities	$(6,936)	$ (6,455)	$ (2,638)	$(3,912)
Cash used in investing activities	3	–	–	–
Cash provided by financing activities	2,500	17,876	16,590	–
Net increase (decrease) in cash and equivalents	$(4,433)	$11,421	$13,952	$(3,912)

Net cash used in operating activities

Net cash used in operating activities was $3.9 million for the six months ended June 30, 2014 and $2.6 million for the six months ended June 30, 2013. Net cash used in operating activities for the six months ended June 30, 2014 principally resulted from our net loss of $5.0 million partially offset by increases in non-cash expenses related to changes in the fair value of our warrant liabilities of $0.6 million and non-cash interest expenses of $0.1 million as well as increases in accounts payables and accrued expenses of $0.3 million. Net cash used in operating activities for the six months ended June 30, 2013 principally resulted from our net loss of $3.7 million partially offset by increases in accounts payable and accrued expenses of $0.8 million and net non-cash stock compensation and interest expenses of $0.2 million.

Net cash used in operating activities was $6.5 million for the year ended December 31, 2013 and $6.9 million for the year ended December 31, 2012. Net cash used in operating activities for the year ended December 31, 2013 principally resulted from our net loss of $7.6 million and decreases in accounts payable of $0.2 million partially offset by increases in accrued expenses of $0.9 million and net non-cash stock compensation and interest expenses of $0.3 million. Net cash used in operating activities for the year ended December 31, 2012 principally resulted from our net loss of $6.1 million and decreases in accrued expenses of $1.8 million partially offset by increases in non-cash stock compensation expenses of $0.5 million, non-cash interest expenses of $0.2 million and accounts payable of $0.2 million. Our net losses in all periods were the result of our significant operating expenses for research and development activities and general and administrative expenses.

Net cash used in investing activities

Net cash used in investing activities was not significant for all periods presented.

Net cash provided by financing activities

Net cash provided by financing activities was $0 for the six months ended June 30, 2014 and $16.6 million for the six months ended June 30, 2013. Net cash provided by financing activities for the six months ended June 30, 2013 resulted primarily from $8.7 million in net proceeds from the sale of our Series AA Preferred Stock, $6.9 million in net proceeds from our notes payable and $1.0 million in net proceeds from the sale of our convertible notes, which converted into Series AA Preferred Stock in June 2013.

Net cash provided by financing activities was $17.9 million for the year ended December 31, 2013 and $2.5 million for the year ended December 31, 2012. Net cash provided by financing activities for the year ended December 31, 2013 resulted primarily from $10.0 million in net cash proceeds from the sale of our Series AA Preferred Stock, $6.9 million in proceeds from our notes payable and $1.0 million in net proceeds from the sale of our convertible notes which converted into Series AA Preferred Stock in June 2013. Net cash provided by financing activities for the year ended December 31, 2012 principally resulted from the receipt of $2.5 million in proceeds from the sale of our convertible notes which converted into Series AA Preferred Stock in June 2013.

Operating Capital Requirements

To date, we have not generated any revenue from product sales. We do not know when, or if, we will generate any revenue from product sales. We do not expect to generate significant revenue from product sales unless and until we obtain regulatory approval of and commercialize one of our current or future product candidates. We anticipate that we will continue to generate losses for the foreseeable future and we expect the losses to increase as we continue the development of, and seek regulatory approvals for, our product candidates and begin to commercialize any approved products. Upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. In addition, subject to obtaining regulatory approval of any of our product candidates, we expect to incur significant commercialization expenses for product sales, marketing and manufacturing.

Accordingly, we anticipate that we will need substantial additional funding in connection with our continuing operations.

Based on our current operating plan, we expect that our existing cash and cash equivalents as of June 30, 2014, together with anticipated net proceeds from this offering, will enable us to fund our operating expenses and capital expenditures requirements for at least the next 18 months. In that time, we expect that our expenses will increase substantially as we fund clinical development of *trabodenoson*, fund clinical development of our FDC product candidate, fund new and ongoing research and development activities, fund the additional expenses related to being a public company, working capital and other general corporate purposes. We have based our estimates on assumptions that may prove to be wrong, and we may use our available capital resources sooner than we currently expect. Because of the numerous risks and uncertainties associated with the development and commercialization of our product candidates, we are unable to estimate the amounts of increased capital outlays and operating expenditures necessary to complete the development and commercialization of our product candidates.

Our future capital requirements will depend on many factors, including:

- the costs, timing and outcome of regulatory reviews and approvals;
- the ability of our product candidates to progress through clinical development successfully;
- the initiation, progress, timing, costs and results of non-clinical studies and clinical trials for our other programs and potential products;
- the number and characteristics of the product candidates we pursue;
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims;
- the extent to which we acquire or in-license other products and technologies; and
- our ability to establish any future collaboration arrangements on favorable terms, if at all.

Until such time, if ever, as we can generate substantial product revenue, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends and may require the issuance of warrants, which could potentially dilute your ownership interest. If we raise additional funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams or research programs or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Contractual Obligations and Commitments

The following summarizes our significant contractual obligations as of December 31, 2013:

(in thousands)	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
Operating lease obligations(1)	$ 67	$ 54	$ 13	$ –	$ –
Notes payable(2)	7,210	1,410	5,800	–	–
Severance payments(3)	145	145	–	–	–
Total	$7,422	$ 1,609	$5,813	$ –	$ –

(1) Amounts represent our minimum lease obligations related to our corporate headquarters in Lexington, Massachusetts. The minimum lease payments in the table do not include related common area maintenance charges or real estate taxes, which costs are variable.
(2) Amounts represent principal and termination payments on our notes payable.
(3) Amount represents severance payments owed to our former CEO.

We enter into contracts in the normal course of business with CROs and contract manufacturers to assist in the performance of our research and development activities and other services and products for operating purposes. To the extent that these contracts provide for termination on notice, and therefore are cancelable contracts, they are not included in the table of contractual obligations and commitments.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined under SEC rules.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business. These market risks are principally limited to interest rate fluctuations. We had cash and cash equivalents of $8.9 million at June 30, 2014, consisting primarily of funds in operating cash accounts. The primary objective of our investment activities is to preserve principal and liquidity while maximizing income without significantly increasing risk. We do not enter into investments for trading or speculative purposes. Due to the short-term nature of our investment portfolio, we do not believe an immediate 1.0% increase in interest rates would have a material effect on the fair market value of our portfolio, and accordingly we do not expect a sudden change in market interest rates to affect materially our operating results or cash flows.

Because our notes payable bear interest at a fixed rate, a change in interest rates would not impact the amount of interest we would pay on our indebtedness.

JOBS Act

Under Section 107(b) of the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, an “emerging growth company” can delay the adoption of new or revised accounting standards until such time as those standards would apply to private companies. We have irrevocably elected not to avail ourselves of this exemption and, as a result, we will adopt new or revised accounting standards at the same time as other public companies that are not emerging growth companies. There are other exemptions and reduced reporting requirements provided by the JOBS Act that we are currently evaluating. For example, as an emerging growth company, we are exempt from Sections 14A(a) and (b) of the Exchange Act which would otherwise require us to (i) submit certain executive compensation matters to stockholder advisory votes, such as “say-on-pay,” “say-on-frequency” and “golden

parachutes" and (ii) disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of our Chief Executive Officer's compensation to our median employee compensation. We also intend to rely on an exemption from the rule requiring us to provide an auditor's attestation report on our internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act and the rule requiring us to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board, or PCAOB, regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis. We will continue to remain an "emerging growth company" until the earliest of the following: the last day of the fiscal year following the fifth anniversary of the date of the closing of this offering; the last day of the fiscal year in which our total annual gross revenue is equal to or more than $1 billion; the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; or the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

Critical Accounting Policies and Estimates

Accrued Research and Development Expenses

As part of the process of preparing our financial statements, we are required to estimate our accrued research and development expenses. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated costs incurred for the services when we have not yet been invoiced or otherwise notified of the actual costs. The majority of our service providers invoice us in arrears for services performed, on a pre-determined schedule or when contractual milestones are met; however, some require advanced payments. We make estimates of our accrued expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time. Examples of estimated accrued research and development expenses include fees paid to:

- CROs in connection with performing research and development services on our behalf;
- investigative sites or other providers in connection with clinical trials;
- vendors in connection with non-clinical development activities; and
- vendors related to product manufacturing, development and distribution of clinical supplies.

We base our expenses related to clinical trials on our estimates of the services received and efforts expended pursuant to contracts with multiple CROs that conduct and manage non-clinical studies and clinical trials on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the clinical expense. Payments under some of these contracts depend on factors such as the successful enrollment of patients and the completion of clinical trial milestones. In accruing service fees, we estimate the time period over which services will be performed, enrollment of patients, number of sites activated and level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepaid accordingly. Although we do not expect our estimates to be materially different from amounts actually incurred, our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in us reporting expenses that are too high or too low in any particular period.

Fair Value Measurements

We are required to disclose information on all assets and liabilities reported at fair value that enables an assessment of the inputs used in determining the reported fair values. Accounting Standard Codification, or ASC, Topic 820, Fair Value Measurements and Disclosures, establishes a hierarchy of inputs used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of our company. Unobservable inputs are inputs that reflect our assumptions about the inputs that market participants would use in pricing the asset or liability, and are developed based on the best information available in the circumstances. The fair value hierarchy applies only to the valuation inputs used in determining the reported fair value of the investments and is not a measure of the investment credit quality. The three levels of the fair value hierarchy are described below:

- Level 1—Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that we have the ability to access at the measurement date;
- Level 2—Valuations based on quoted prices for similar assets or liabilities in markets that are not active or for which all significant inputs are observable, either directly or indirectly;
- Level 3—Valuations that require inputs that reflect our own assumptions that are both significant to the fair value measurement and unobservable.

To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by us in determining fair value is greatest for instruments categorized in Level 3. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Our material financial instruments at June 30, 2014 and 2013 and December 31, 2013 and 2012 consist primarily of cash and cash equivalents and preferred stock warrant liabilities. We have determined that only our stock purchase warrant liability would be Level 3 fair value. We account for our stock purchase warrants as liabilities based upon the characteristics and provisions of the underlying instruments. These liabilities were recorded at their fair value on the date of issuance and are re-measured on each subsequent balance sheet date, with fair value changes recognized as income (decreases in fair value) or expense (increases in fair value) in other income (expense), net in the consolidated statements of operations.

Stock-Based Compensation

We measure the cost of employee services received in exchange for an award of equity instruments based on the grant date fair value of the award. That cost is recognized on a straight-line basis over the period during which the employee is required to provide service in exchange for the award. The fair value of options on the date of grant is calculated using the Black-Scholes option pricing model based on key assumptions such as stock price, expected volatility and expected term. Our estimates of these assumptions are primarily based on third-party valuations, historical data, peer company data and judgment regarding future trends and factors.

We account for stock options issued to non-employees in accordance with the provisions of The Financial Accounting Standards Board, or FASB, ASC Subtopic 505-50, *Equity-Based Payments to Non-employees*, which requires valuing the stock options using the Black-Scholes option pricing model and re-measuring such stock options at their current fair value as they vest.

Significant Factors, Assumptions and Methodologies Used in Determining Fair Value

Determining the fair value of our preferred stock warrants and stock-based awards requires the use of subjective assumptions. In the absence of a publicly traded market for our securities, we conducted periodic valuations of our securities.

Valuation of Series AA Preferred Stock Warrants as of June 30, 2013, December 31, 2013 and June 30, 2014

In connection with our June 30, 2014 valuation and in preparation for this offering, we performed a retrospective valuation for June 9, 2010 (which coincides with our grants of restricted Series X preferred stock), June 30, 2013 (which closely coincides with the issuance of warrants to purchase our Series AA preferred stock), and December 31, 2013. The valuation methods employed and significant assumptions are described below.

We engaged consultants to perform market research at our direction in the second half of 2012. This research concluded that our current product candidates could be well-positioned to compete effectively with existing drug therapies. We also obtained script data for current ophthalmology-related products and research data for other public companies developing products similar to our product candidates.

A third-party valuation consultant was engaged to advise and assist us in connection with the valuations of our Series AA preferred stock warrants as of June 30, 2013, December 31, 2013 and June 30, 2014. Because our Series X preferred stock is entitled to a contingent liquidation preference which varies based on the total value of our equity, we were precluded from using a closed-form model, such as the Black-Scholes option pricing method, to value the Series AA preferred stock warrants. Therefore, we employed a Monte Carlo simulation methodology for all models used to determine the fair value of securities in our capital structure.

Our initial equity value, or EV, was determined by utilizing a risk-adjusted discounted cash flow model based upon the market research described above, which is an income approach and was corroborated with market data, coupled with a series of Monte Carlo simulations which projected various equity values under different possible liquidity events including (i) initial public offering, or IPO, (ii) merger and acquisition, or M&A, and (iii) stay-private, or SP, scenarios. The first two scenarios assume successful completion of our current Phase 2 clinical trial, while the third scenario considers unfavorable results.

Key assumptions underlying the discounted cash flow model are described below:

- Based on the research described above and the industry knowledge of our officers and consultants, we developed projections of market penetration, product selling prices and required infrastructure to estimate our future revenues and operating expenses to determine projected free cash flows from our two current product candidates containing *trabodenoson*, through patent expiration.
- *Probability of Success.* To determine the probability of success for the various phases of development required for submission in an NDA, we utilized the clinical trial success rates as published in certain reports.
- *Time to Liquidity*. For each valuation date, we assumed liquidity events occurring between December 31, 2014 and April 1, 2015.
- *Risk Free rates*. Risk free rates are based on published or imputed government treasury rates as of each valuation date.

- *Volatilities*. Volatilities were derived from historical data from guideline publicly traded comparable companies. We used volatilities of 75% to 80% for the June 30, 2013 valuation, 60% to 65% for December 31, 2013 and 2014.

The Monte Carlo-simulated total equity values were then allocated to each type of security using a current value (waterfall) method under each scenario and were then probability-adjusted using probability weights by scenario.

As of date:	IPO	M&A	SP
June 30, 2013	–%	20%	80%
December 31, 2013	5%	20%	75%
June 30, 2014	30%	20%	50%

Retrospective 2010 Valuation

We performed a retrospective valuation of our Series X preferred stock as of its issuance in June 2010 for the purpose of determining an appropriate amount to record as stock-based compensation related to this stock grant. A third-party valuation consultant was engaged to advise and assist us in connection with the valuation of our Series X preferred stock as of the June 9, 2010 grant date. We implied the value of the Series X preferred stock from the value of the Series AA preferred stock investment made on the same date. We examined the parameters surrounding the Series AA preferred stock and determined that it adequately represented an arm's length transaction which constituted a Level 2 input for purposes of valuing the Series X preferred stock under a market approach.

The equity value as of this retrospective valuation date was estimated using a Monte Carlo simulation that would result in a per share value for the Series AA preferred stock equal to the price paid in the transaction. The simulated total equity values were allocated to each share class using a current value (waterfall) allocation method. The determined value of the Series X preferred stock represented the mean of all outputs from each Monte Carlo simulation model.

The per share value of Series X preferred stock on a fully marketable basis was estimated at $0.63 as of June 2010. We applied a discount for lack of marketability of 35% to the value of Series X preferred stock which resulted in a fair value per share of Series X preferred stock on a non-marketable interest basis of $0.41. A protective put option pricing model was used to estimate the discount for lack of marketability in the aforementioned Series X preferred stock valuation.

Results of Valuation Models May Vary

Valuation models require the input of highly subjective assumptions. Because our shares have characteristics significantly different from that of publicly traded common stock and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable, single measure of the fair value of our Series AA preferred stock or Series X preferred stock. The foregoing valuation methodologies are not the only valuation methodologies available and are not expected to be used to value our securities after this offering is complete. We cannot make complete assurances as to any particular valuation for our securities. Accordingly, investors are cautioned not to place undue reliance on the foregoing valuation methodologies as an indicator of future stock prices.

BUSINESS

Overview

We are a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of therapies for glaucoma. Glaucoma is a disease of the eye that is typically characterized by structural evidence of optic nerve damage, vision loss and consistently elevated intraocular pressure, or IOP. Our lead product candidate, *trabodenoson*, is a first-in-class selective adenosine mimetic that we rationally designed to lower IOP by restoring the eye's natural pressure control mechanism. We developed this molecule to selectively stimulate a particular adenosine subreceptor in the eye with the effect of augmenting the intrinsic function of the eye's trabecular meshwork, or TM. The TM regulates the pressure inside the eye and is also the main outflow path for the fluid inside of the eye that often builds up pressure in patients with glaucoma. We believe that by restoring the natural function of the TM and this outflow path, rather than changing the fundamental dynamics of pressure regulation in the eye, *trabodenoson*'s mechanism of action should result in a lower risk of unintended side effects and long term safety issues than other mechanisms of action. Additionally, *trabodenoson*'s unique mechanism of action in the TM should complement the activity of existing glaucoma therapies that exert their IOP-lowering effects on different parts of the in-flow and out-flow system of the eye.

Our product pipeline includes *trabodenoson* monotherapy delivered in an eye drop formulation, as well as a fixed-dose combination, or FDC, of *trabodenoson* with *latanoprost* given once-daily, or QD. Statistically significant results for the primary endpoint of our completed Phase 2 clinical trial indicate that *trabodenoson* monotherapy has IOP-lowering effects in line with the best existing therapies, with a favorable safety and tolerability profile at all doses tested.

We are completing a Phase 2 trial of *trabodenoson* with *latanoprost* and expect results from this trial to be reported in the fourth quarter of 2014. We are planning an End-of-Phase 2 meeting with the U.S. Food and Drug Administration, or FDA, for *trabodenoson* monotherapy in the first half of 2015. We expect to initiate a Phase 3 program for *trabodenoson* monotherapy in mid-2015, which will consist of two Phase 3 pivotal trials and a long-term safety study. Based on our estimates of the rate of patient enrollment and assuming commencement in mid-2015, we expect to report top-line data from the first of the two pivotal Phase 3 trials by late 2016 or early 2017, with a second pivotal trial being completed in 2017. If the primary objectives of our Phase 3 program are met, we plan to submit a New Drug Application, or NDA, to the FDA for marketing approval of *trabodenoson* for the treatment of glaucoma in the United States. We plan to submit a marketing authorization application, or MAA, in Europe after filing our NDA for approval of *trabodenoson* in the United States.

According to IMS Health sales of glaucoma drugs in 2013 were approximately $2.0 billion in the United States and $5.6 billion worldwide. According to the British Journal of Ophthalmology, there were an estimated 2.8 million Americans with glaucoma in 2010. Once glaucoma develops, it is a chronic condition that requires life-long treatment. Prostaglandin analogs, or PGAs, are the most widely prescribed drug class for glaucoma and include the most widely prescribed glaucoma drug, *latanoprost.* When PGA monotherapy is insufficient to control IOP or is poorly tolerated, non-PGA products, such as beta blockers, alpha agonists and carbonic anhydrase inhibitors, are generally used either as an add-on therapy to the PGA or as an alternative monotherapy. Both PGAs and non-PGAs can cause adverse effects in the eye. In addition, non-PGA drugs can have adverse effects in the rest of the body and have been shown to have poor tolerability profiles. As a result, we believe there is a significant unmet need for a treatment that effectively lowers IOP by restoring outflow and the natural pressure control by the TM, that has a favorable safety and tolerability profile, and that works effectively in combination with other treatments.

Additionally, no existing treatments offer the potential to directly treat the underlying cause of glaucoma associated vision loss: the death of retinal ganglion cells, or RGCs, the nerve tissue in the retina that relays the visual signal to the brain. We believe that a drug with the potential to make these cells more resilient to the stress caused by glaucoma would achieve broad market acceptance as the treatment preferred among patients and physicians.

We own worldwide rights to all indications for our current product candidates and have patents and pending patent applications related to the composition of matter, pharmaceutical compositions and methods of use for *trabodenoson*, certain of which extend to 2031 with respect to our issued patents and 2034 with respect to our pending patent applications, if issued. If *trabodenoson* receives marketing approval in the United States, we plan to commercialize it by establishing our own specialty sales force in the United States.

Our Strategy

Our goal is to become a leading biopharmaceutical company focused on the discovery, development and commercialization of novel therapies to treat glaucoma. The key elements of our strategy are as follows:

- ***Complete clinical development and seek marketing approval for our lead product candidate, trabodenoson monotherapy***. In 2012, we completed a Phase 2 trial of *trabodenoson* monotherapy, which demonstrated statistically significant IOP-lowering and a favorable safety profile. We are planning an End-of-Phase 2 meeting with the FDA in the first half of 2015 to discuss our Phase 3 program for *trabodenoson* monotherapy and to confirm the design and endpoints for the Phase 3 pivotal trials. Based on our estimates of the rate of patient enrollment and assuming commencement in mid-2015, we expect to have top-line data from the first of two pivotal trials in the program by late 2016 or early 2017. If the primary objectives of our Phase 3 program are met, we plan to submit an NDA to the FDA for marketing approval of *trabodenoson* monotherapy for the treatment of glaucoma in the United States. We plan to submit an MAA in Europe after filing our NDA for approval of *trabodenoson* monotherapy in the United States.
- ***Complete clinical development and seek marketing approval of a fixed-dose combination product that includes both trabodenoson and latanoprost***. As many as half of glaucoma patients, typically those with more severe disease, need to use two or more glaucoma drugs to sufficiently reduce their IOP. The initial treatment for glaucoma patients is usually the use of a prescription eye drop from the PGA drug class. However, as PGAs are often unable to lower IOP sufficiently to reach the patient's medically targeted level, non-PGA products are used either as an add-on therapy to the PGA or as an alternative monotherapy in place of PGAs. There are currently no FDC products approved for use in the United States that include a PGA. We intend to formulate and conduct clinical development in order to seek marketing approval for an FDC product that includes both *trabodenoson* and *latanoprost*, the best-selling PGA. We believe that the favorable safety and tolerability profile and complementary mechanism of action of *trabodenoson* could, if approved, make an FDC with *latanoprost* a highly effective, well-tolerated and more convenient QD regimen for treating glaucoma in patients who have a less functional TM and therefore need additional help lowering their IOP. We expect to report data from our Phase 2 trial to support further development of our FDC product in late 2014.
- ***Establish a specialty sales force to maximize the commercial potential of trabodenoson in the United States***. We have retained worldwide commercial rights to *trabodenoson*. If *trabodenoson* receives marketing approval in the United States, we plan to commercialize it by establishing a glaucoma-focused specialty sales force of approximately 150 people targeting ophthalmologists and optometrists throughout the United States. For markets outside the

United States, we intend to explore partnership opportunities through collaboration and licensing arrangements.

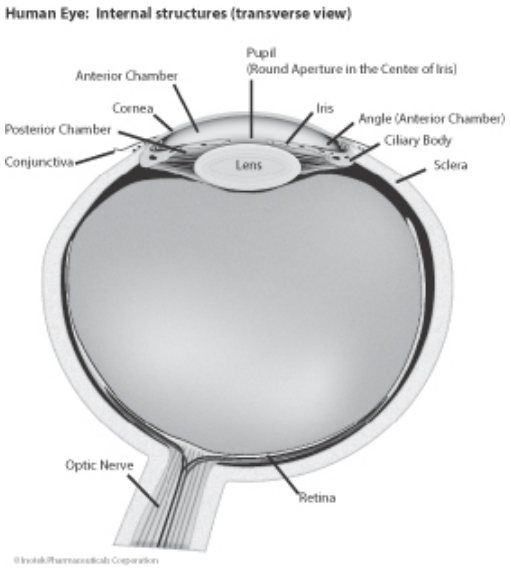
- ***Evaluate the potential of trabodenoson to slow the loss of vision associated with glaucoma or for additional ophthalmic indications.*** Based on an animal model that indicated *trabodenoson*'s potential to directly protect RGCs, the nerve tissue in the retina that relays the visual signal to the brain, we plan to conduct clinical trials to measure the rate of vision loss over time, rather than IOP control, in patients treated with *trabodenoson*. Should the results of these trials be positive, we plan to seek labeling indicative of *trabodenoson*'s potential to change the course of glaucoma-related vision loss, beyond that of IOP-lowering effect alone. In addition, this effect, if proven, could address the subset of glaucoma patients that do not have high IOPs, but still suffer from vision loss over time. We are also evaluating other potential indications where therapy with *trabodenoson* may be beneficial.

Glaucoma Overview

Glaucoma is a disease of the eye in which damage to the optic nerve leads to progressive, irreversible vision loss. Its characteristics can include structural evidence of optic nerve damage, vision loss and consistently elevated IOP.

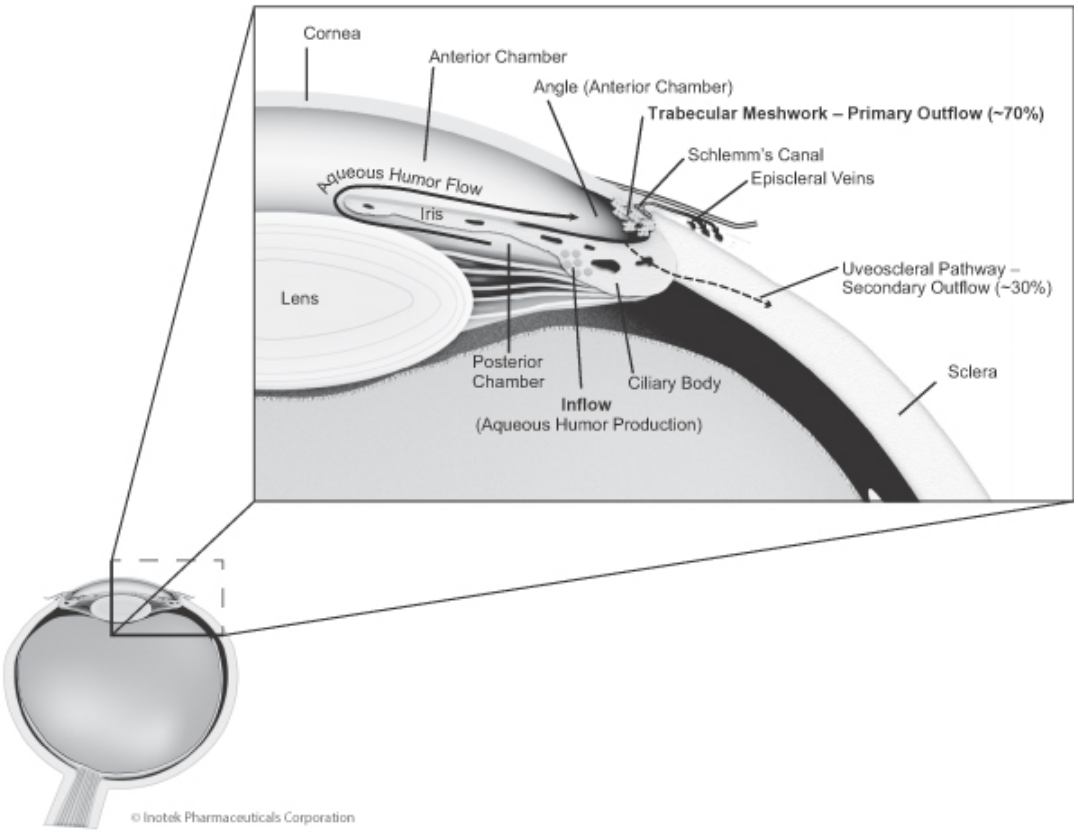
Physiology of the Eye

The eye is a fibrous sack which must stay "inflated" with a fluid that maintains the eye's form, known as aqueous humor, at the proper pressure in order to maintain its shape and effectively convey light to the retina where the light stimulus is then relayed to the brain and converted into a visual image. To maintain the eye's pressure—and therefore its shape—and as a means to provide nutrients to eye tissue, aqueous humor is constantly produced inside the eye by a tissue known as the ciliary body. The ciliary body sits just behind the iris, which is the colored part of the eye. Aqueous humor flows forward through a hole in the center of the iris, called the pupil, and down into the angle defined by the front of the iris and the back of the cornea, which is the clear covering on the front of the eye. This angle is the same angle referred to in Primary Open Angle Glaucoma, or POAG, the most common form of glaucoma. Below is a diagram depicting certain parts of the eye, including the ciliary body, iris and the angle defined by the front of the iris and the back of the cornea:



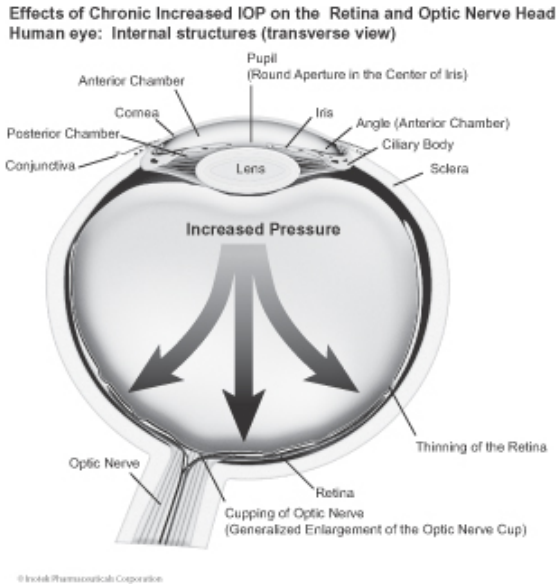
In this angle, around the outer rim of the iris, is the TM, a natural, pressure-regulating drain. It is here that in a healthy, well-functioning eye, approximately 70% of the aqueous humor exits and flows into a drainage canal known as Schlemm's canal, which empties back into the venous drainage system. The remaining approximately 30% of the aqueous humor leaves the eye through a secondary pathway called the uveoscleral pathway. The diagram below reflects the TM and the uveoscleral pathway, the two pathways for the aqueous humor to leave the eye.

Trabecular Meshwork and Aqueous Humor Dynamics



Development of High IOP and its Effects on Glaucoma

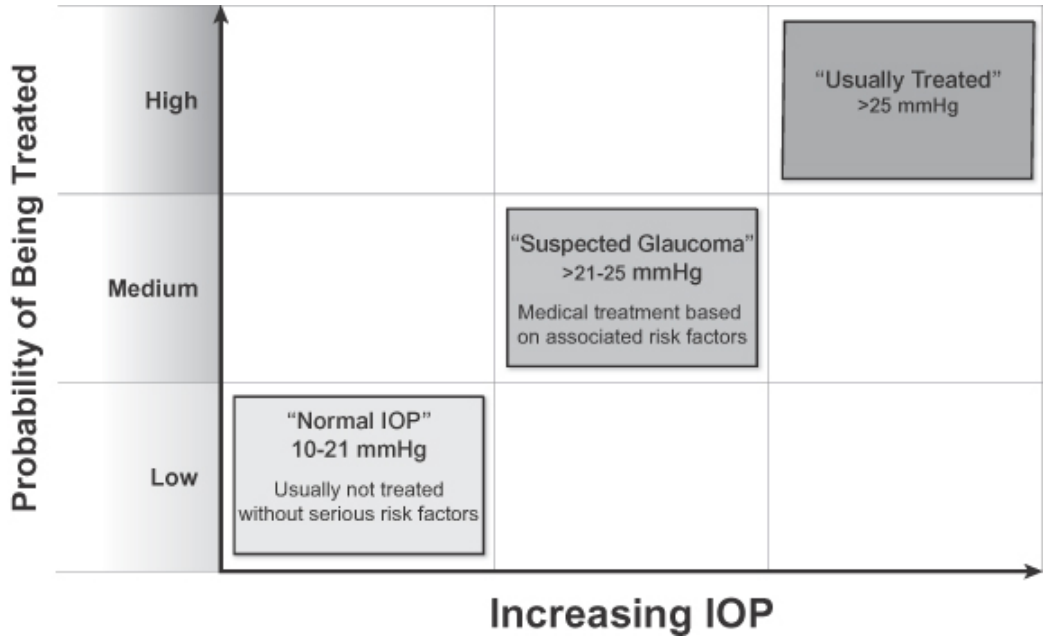
In a typical glaucoma patient, not enough aqueous humor exits the eye, creating excess pressure and squeezing the retina, the layer of tissue covering the inside of the back half of the eye that actually converts light into nerve impulses. For people to “see,” these impulses—the visual signal—must be relayed through the optic nerve back to the brain for processing. The cells in the retina require nutrients and oxygen that are delivered via blood vessels entering and exiting the eye through the same opening as the nerve fibers carrying the visual signal. However, when IOP is too high, it is more difficult to pump blood enriched in oxygen and nutrients into the retina. The diagram below reflects the anatomy of the eye and how elevated IOP can impair the nerve tissue in the retina and the optic nerve head.



The deprivation of blood supply to the retina may damage RGCs, the nerve tissue in the retina that relays the visual signal to the brain. These RGCs have long tails called axons that extend back to the brain to carry the visual image. In fact, the optic nerve is nothing more than a bundle of these axons extending to the vision processing center of the brain. When an RGC dies, one of the connections between the retina and the brain is lost, and like most cases when a nerve is damaged or cut—like in a spinal cord injury—there is no known way to repair the damage and, as a result, some portion of vision is permanently lost. Therefore, the root cause of vision loss in glaucoma is not high IOP per se, but the impact of high IOP on the retina, and specifically the RGCs.

Clinical Definition of Glaucoma

There are two key elements to the clinical definition of glaucoma: structural evidence of optic nerve damage and vision loss. Common risk factors include age, family history, corneal thickness and high IOP, commonly measured in millimeters of mercury, or mmHg. Currently, the only known way to treat glaucoma and slow the progression of vision loss is to reduce IOP. While treatment approaches are based on an assessment of the patient's risk factors for vision loss, elevated IOP is by far the best understood contributor to development of glaucoma. We believe that the general treatment patterns in the figure below, relative to a patient's IOP, are typical.



The Ocular Hypertension Treatment Study, or the OHTS Study, was a large, randomized academic trial published in 2002 that followed a total of 1,636 participants who initially had no evidence of glaucoma-related damage. The OHTS Study found that higher IOPs generally indicate a higher risk for progression to glaucoma. An IOP of 10 to 21 mmHg is generally considered in the normal range. Individuals with IOPs greater than 21 and up to 25 mmHg will often not be prescribed drug therapy unless they have evidence of both structural changes and some vision loss, or some combination of these and other risk factors for future vision loss. In fact, the United Kingdom's National Institute of Health and Care Excellence (NICE) Guidelines, for the treatment of suspected glaucoma (structural changes but without vision loss) plus elevated IOP, does not recommend treatment of eyes with corneal thickness of 555-590 nm and IOP of 25 mmHg or below. Drug treatment is much more common when patients have IOPs greater than 25 mmHg.

Glaucoma Market

According to the British Journal of Ophthalmology, there were an estimated 2.8 million Americans with glaucoma in 2010. According to the Archives of Ophthalmology, that number will reach approximately 3.4 million by 2020. Approximately 120,000 of these patients are suffering from blindness as a result of destruction to their optic nerve. Glaucoma can affect patients of all ages and ethnicities. However, according to the Archives of Ophthalmology, the prevalence rate (the proportion of people in the population that have glaucoma) increases with age. The most significant increases in

prevalence rates occur above 55 years of age. The prevalence in the population aged 65 years and younger is approximately twice that of the population 55 years or younger. Glaucoma is a chronic condition with no known cure and as a result patients are typically treated for the rest of their lives. Patients with glaucoma report decreased quality-of-life, difficulties with daily functioning, including driving, and are more likely to report falls and motor vehicle collisions.

According to IMS Health, in 2013, 31.2 million prescriptions were written for glaucoma medications in the United States. The majority of these prescriptions were for generic drugs, including *latanoprost* and *timolol*, which are the top two selling drugs for the treatment of glaucoma. Due to the lack of innovation in medications for glaucoma, most of the drugs used to treat glaucoma are generic drugs. Sales of glaucoma drugs in 2012 were approximately $1.9 billion in the United States and $5.5 billion worldwide. In 2013, sales of glaucoma drugs were approximately $2.0 billion in the United States and $5.6 billion worldwide, and IMS Health projects U.S. sales to be $3.1 billion in 2018, an increase of approximately 54% over 2013 sales.

Existing Glaucoma Treatments

The initial treatment for glaucoma patients is typically the use of a prescription eye drop from a class of drugs called PGAs. According to IMS Health, prescriptions for PGAs make up more than half of all prescriptions for glaucoma medications. The PGAs' primary mechanism of action for treating glaucoma is thought to be increasing fluid outflow through the uveoscleral pathway. A number of adverse effects are known to occur in all drugs in the PGA class and, as a result, these side effects are assumed to be associated with the mechanism of action. Most notable of these side effects is eye redness, or conjunctival hyperemia.

When PGAs are insufficient to control IOP or are poorly tolerated, non-PGA products are used either as an add-on therapy to the PGA or as an alternative monotherapy in place of a PGA. Non-PGAs can include a beta-blocker, an alpha (adrenergic) agonist or a carbonic anhydrase inhibitor alone. FDC products containing these non-PGAs are dominated by beta-blocker combinations, which can take the form of a beta-blocker combined with an alpha agonist (Combigan®), or a beta-blocker combined with a carbonic anhydrase inhibitor (Cosopt® or generic equivalent). Finally, there is a non-PGA combination (Simbrinza®) which consist solely of an alpha agonist and a carbonic anhydrase inhibitor. Non-PGA drugs generally have poorer tolerability in the eye than PGA drugs, and some have systemic adverse effects that limit the patient population in which they can be used safely. Moreover, their IOP-lowering effect is generally less than that of PGAs and the vast majority of non-PGAs are required to be dosed multiple times daily.

The existing classes of treatment available for glaucoma each have varying mechanisms of action, levels of IOP-lowering, side effects and other adverse effects, as described in the following table.

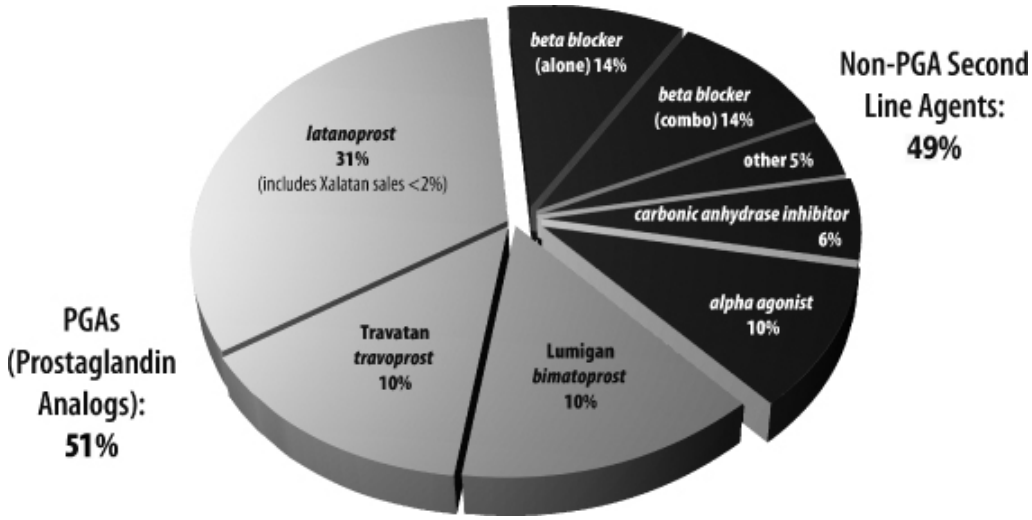
Summary of Existing Glaucoma Treatments:

Drug Classification *(Generic Names)*	Mechanism of Action*	IOP Reduction**	Known Side Effects*	Other Precautions, Warnings, Contraindications and Adverse Effects*
Prostaglandin analog *latanoprost* Travatan (*travoprost)* Lumigan *(bimatoprost)*	Increase uveoscleral and/or trabecular outflow	6-8 mmHg (25%-33%)	- Eye redness (conjunctival hyperemia) - Visual disturbances (blurred vision, loss of visual acuity) - Itching (pruritis) - Burning - Stinging - Eye pain - Darkening of the eyelids (periocular hyperpigmentation) - Permanent eye (iris) color change	- Macular edema - History of herpetic keratitis - Ocular edema
Beta-adrenergic antagonist, or beta-blocker *timolol*	Decrease aqueous production	N/A mmHg (20%-25%)	- Burning - Stinging - Eye lid swelling (Blepharitis) - Corneal inflammation (keratitis) - Itching (pruritis) - Eye pain - Dry eyes, foreign body sensation - Visual disturbances - Drooping eye lids (ptosis) - Swelling of retina (cystoid macular edema)	- Muscle weakness - Anaphylaxis - Severe respiratory and cardiac reactions - Contraindicated in bronchial asthma (or history of), severe chronic obstructive pulmonary disease, sinus bradycardia (slower heart rate), second or third degree atrioventricular block, overt cardiac failure, cardiogenic shock
Alpha-adrenergic agonist, or alpha agonist *brimonidine*	Decrease aqueous production; increase uveoscleral outflow	2-6 mmHg (20%-25%)	- Allergic conjunctivitis - Eye redness (conjunctival hyperemia) - Itchy eyes (eye pruritis)	- Severe cardiovascular disease - Depression - Cerebral or coronary insufficiency - High blood pressure (orthostatic hypertension) - Contraindicated in patients on monoamine oxidase inhibitor therapy
Carbonic anhydrase inhibitor *dorzolamide* *brinzolamide*	Decrease aqueous production	3-5 mmHg (15%-20%)	- Bitter taste - Burning - Stinging - Allergic conjunctivitis - Corneal inflammation (superficial punctate keratitis)	- Conjunctivitis - Eye lid reactions - Sulfonamide allergy

* According to FDA-approved labeling.

** mmHg, according to FDA-approved labeling; % from baseline, according to American Academy of Ophthalmology Glaucoma Panel.

The chart below illustrates the respective proportions of glaucoma prescriptions issued in 2013 by class, according to IMS Health.



Glaucoma Treatments Currently in Development.

We believe there are currently two leading classes of new drugs in clinical development for glaucoma: Rho kinase inhibitors and adenosine mimetics.

Certain Rho kinase inhibitors recently entered Phase 3 clinical trials and are the furthest along of the potential new glaucoma therapies. The most advanced of these, Aerie Pharmaceuticals, Inc.'s AR-13324, reported average IOP-lowering of 5.7 mmHg and 6.2 mmHg in two separate Phase 2 clinical trials in glaucoma patients after four weeks of treatment. Like with PGAs, conjunctival hyperemia has been reported with the Rho kinase inhibitor class.

Adenosine mimetics are compounds that mimic or simulate some of the actions or effects of adenosine, a naturally-occurring molecule with many, diverse biologic effects. There are four known subreceptors that are specific to adenosine: A1, A2a, A2b and A3. These subreceptors can cause many effects if stimulated. In the adenosine mimetic group, there are compounds targeting three different adenosine subreceptors: A1, A2a and A3. We believe that A1 selectivity is necessary for optimal IOP-lowering effect. To our knowledge, the two compounds being developed by other companies that were selective for the A2a subreceptor have been discontinued from clinical development for glaucoma. A third compound being developed that we believe targets both the A1 (IOP-lowering) and the A3 (IOP-increasing) subreceptors is still being studied. We believe that because this third compound is dosed orally, it is challenging to isolate its pharmacologic effects solely to the eye. We believe we are the only company to be developing an adenosine mimetic highly selective for the A1 subreceptor for ophthalmic indications.

Market Opportunity

Since 1996, there have been no new drug classes approved in the United States for glaucoma. As a result, there are persistent inadequacies in the tools that ophthalmologists use to manage patients with glaucoma. Thus, we believe there is a need for an innovative glaucoma treatment that offers:

- significant IOP-lowering;
- a favorable safety and tolerability profile;
- a novel mechanism of action that complements existing therapies; and
- convenient dosing.

Our Solution—*Trabodenoson*

Trabodenoson is a first-in-class selective adenosine mimetic that is designed to lower IOP with a mechanism of action that we believe augments the natural function of the TM. In addition, by enhancing a naturally occurring process to make the eye function more like that of a younger, healthier eye, rather than changing the fundamental dynamics of pressure regulation in the eye, we believe there is a lower risk of unintended side effects that could result in safety or tolerability issues in the long term. We believe *trabodenoson* enhances metabolic activity in the TM, which helps clear the pathway for the aqueous humor to flow out of the eye, thereby lowering IOP. We believe that *trabodenoson*'s mechanism of action improves the function of the eye, and that *trabodenoson* has the potential to be used as a monotherapy in place of current glaucoma treatments. In addition, we expect that *trabodenoson*'s purported mechanism of action in the TM should complement the activity of all currently-approved glaucoma drugs that work in other ways to lower IOP.

We believe the following elements of *trabodenoson*'s product profile will drive its adoption, if approved, in the glaucoma market:

- **Meaningful IOP-Lowering.** After four weeks of treatment in a Phase 2 clinical trial in glaucoma patients, *trabodenoson* (500 mcg) lowered IOP by an average of 6.5 mmHg from baseline. Moreover, IOP-lowering at week four was significantly better than IOP-lowering at week two. IOP-lowering for currently-approved glaucoma therapies, according to their FDA-approved labeling, ranges from 2-8 mmHg.
- **Favorable Safety Profile.** In three completed *trabodenoson* clinical trials over a wide range of doses, no patients have been withdrawn due to a *trabodenoson*-related side effect in the eye. In our most recently completed multiple-dose Phase 2 clinical trial, we did not observe side effects in the eye that would indicate a tolerability problem at any of the doses tested. Specifically, there was no change in the background rate of conjunctival hyperemia in the patient population when treatment with *trabodenoson* was initiated or continued for up to 28 days, even at the highest dose tested. No systemic effects of the drug have been identified, despite rigorous monitoring including cardiac and renal function, when administered as an eye drop. We believe this safety profile could be important in the potential for *trabodenoson* to become a preferred treatment alternative for patients that experience undesired side effects with existing therapies.
- **Unique, Complementary Mechanism of Action.** We believe that *trabodenoson*'s mechanism of action augments a naturally occurring process by clearing the path for aqueous humor outflow in the TM. We expect that this mechanism of action should complement all currently-approved glaucoma drugs which work in other ways to lower IOP, including by reducing aqueous humor production and increasing outflow through the uveoscleral pathway. This makes *trabodenoson*, with its favorable safety profile, a candidate to add to other glaucoma medications when a further reduction of IOP is desirable.

- **Convenient Dosing.** Current clinical data indicate that twice-a-day, or BID, dosing with *trabodenoson* is well tolerated and lowers IOP significantly. Moreover, after 28 days of BID dosing, the IOP-lowering effect persisted for an additional 24 hours after the last dose of medication, which suggests that *trabodenoson* could be dosed QD. We believe a QD dosing regimen minimizes the burden on patients to remember to take their medication, thus, we believe, potentially improving compliance with the therapy. If confirmed in our Phase 3 program, BID or QD dosing would make *trabodenoson* easier to use than most non-PGA products, and if QD dosing is confirmed and approved, *trabodenoson*'s dosing frequency would match the best-in-class PGAs, which would facilitate an FDC that could be dosed once a day.

We believe that *trabodenoson*'s efficacy, complementary mechanism of action, dosing profile and safety profile also make it well suited for use in an FDC with a PGA, which could be an effective and convenient option for patients currently using two or more glaucoma drugs to lower IOP.

Trabodenoson Discovery—Background

Adenosine is a naturally occurring molecule that has a broad array of biological effects. Its effects are mediated through activity at four known adenosine-specific subreceptors: A1, A2a, A2b and A3. These subreceptors are present throughout the body on the cells of different tissues, and at different concentrations. When adenosine binds and activates these different subreceptors, it can cause many diverse effects.

In 1995, a study was published in the Journal of Pharmacology and Experimental Therapeutics describing how adenosine mimetics can lower IOP by activating adenosine A1 subreceptors in rabbits. In 2001, an animal study published by the University of Pennsylvania School of Medicine confirmed that stimulation of A1 lowered IOP, but that stimulating A2a or A3 subreceptors increased IOP.

Our scientists began a rational deconstruction of this complex biology in order to isolate the protective activity of adenosine and to incorporate it into novel therapeutics. Beginning with the structure of adenosine, we created a series of molecules to bind with, and therefore induce the biological effects associated with stimulation of a single adenosine subreceptor. In this way, the undesired biological actions of native adenosine were systematically removed, one by one by eliminating the activity at non-target subreceptors. This rational drug design process relied heavily on our understanding of structure activity relationships, which relate the variation in the structure of the adenosine mimetics and their ability to bind and activate ideally just one adenosine subreceptor. Ultimately, a number of molecules emerged from these efforts with isolated and specialized activity, including some adenosine mimetics that only targeted the A1 subreceptor, leading to the discovery of *trabodenoson*.

The high affinity binding of *trabodenoson* to the A1 subreceptor is shown by the small Ki in the table below, and its selectivity for this IOP-lowering activity is indicated by much higher Ki's for A2a and A3 receptors where its binding is relatively weak.

Trabodenoson is a Potent and Selective A1 Adenosine Mimetic

Compound	A1 (Ki, nM)	A2a (Ki, nM)	A3 (Ki, nM)	Selectivity Ratios	
				A1/A3	A1/A2a
Trabodenoson	0.97	4,690	704	4,835x	725x

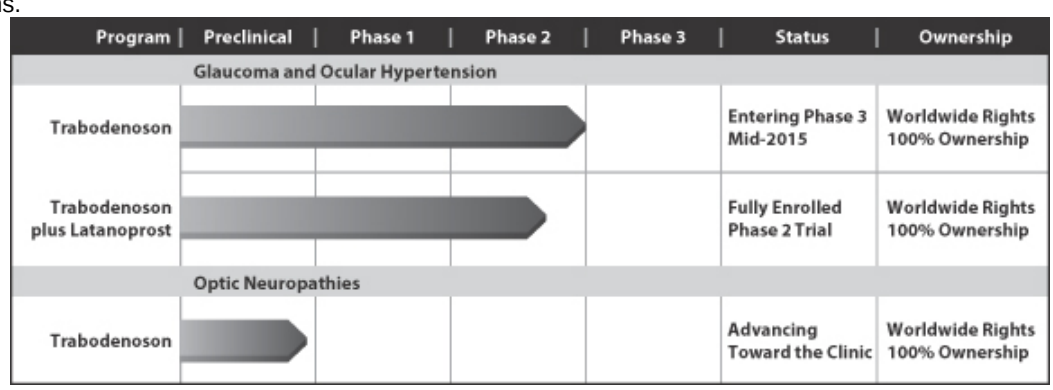
Trabodenoson's *key characteristics include:*

1. Potency—Ki in single-digit nM range (0.97nM);
2. High Selectivity—over A2a> 1000-fold and A3>500-fold;
3. Ease of Fat Solubility—allowing corneal penetration so it can reach the TM; and
4. A high compatibility with the often sensitive tissues in the front of the eye.

We believe that *trabodenoson* is the only adenosine mimetic with high selectivity for the single desired target of action, the A1 subreceptor, and that stimulation of this subreceptor in the TM effects a meaningful improvement in the metabolic activity in the TM that helps to clear the pathway for the aqueous humor to flow out of the eye, lowering IOP. This metabolic activity takes the form of an increase or up-regulation of proteases—such as Protease A or MMP-2—that digests and removes accumulated proteins that can block the healthy flow of the aqueous humor out of an eye with glaucoma. This metabolic activity is a naturally occurring or endogenous process that is enhanced by treatment with *trabodenoson*. We believe this process does not radically change the way the TM controls eye pressure, but rather restores the natural process of pressure control in the TM, which is different from other therapies that decrease aqueous humor production or increase the permeability of the eye to increase outflow.

Product Pipeline

Our product pipeline includes *trabodenoson*, as a monotherapy delivered in an eye drop formulation, as well as an FDC that includes *trabodenoson* plus *latanoprost* in an eye drop formulation, which we refer to as our FDC product candidate. We are also evaluating the potential for *trabodenoson* to directly target optic nerve neuropathies. The following table summarizes key information about our product development programs.



Trabodenoson

Our first product candidate, *trabodenoson*, is a monotherapy dosed in an eye drop. Our clinical trials have shown that *trabodenoson* has significant IOP-lowering effects, convenient dosing and also has a favorable safety profile when compared to the currently available glaucoma treatments, such as PGAs and non-PGAs.

Trabodenoson-Latanoprost Fixed-Dose Combination

As many as half of glaucoma patients, typically those with more severe disease, need to use two or more glaucoma drugs to sufficiently reduce their IOP. The available FDC products increase IOP-lowering but also have unpleasant tolerability challenges in the eye, as well as the adverse effects, safety warnings, precautions and contraindications that the two individually-dosed drugs carry in their FDA-approved package inserts. An FDC product containing a PGA plus a non-PGA has not yet been approved in the United States. We believe that none have gained FDA approval because the modest incremental benefit in IOP-lowering seen when a non-PGA is added to a PGA is too small in the context of the added side effects and clinical risks that come with the combined drugs. In contrast, we believe that an FDC containing a PGA and *trabodenoson* will benefit from significant incremental efficacy while adding very few side effects or clinical risks to the profile of the PGA alone. We believe such a product would be well received in the glaucoma market, especially for use in patients with higher IOPs that currently use two or more glaucoma drugs to lower IOP.

Our second product candidate is a combination of *trabodenoson* with a PGA, *latanoprost*, to create an FDC. While our FDC product candidate has not yet been formulated as an FDC or administered to humans, we expect that *trabodenoson* will not adversely affect the safety profile of *latanoprost*, or any other currently-approved PGA, because of its favorable safety and tolerability profile. We believe that *trabodenoson*'s mechanism for lowering IOP is likely to complement the mechanism of action of *latanoprost* and other PGAs, which work primarily on the secondary uveoscleral outflow, because *trabodenoson* is believed to act through the TM, the largest aqueous humor outflow path in the eye. In fact, our IOP-lowering studies in cynomolgus monkeys have shown that IOP-lowering is significantly better when the eye is treated with both *trabodenoson* and *latanoprost*, as compared to treatment with *latanoprost* alone. Moreover, *trabodenoson* appears to have a sufficiently long duration of action, which we believe may allow it to be effectively dosed QD in conjunction with *latanoprost* as an FDC. Assuming the *trabodenoson* safety profile remains favorable, a *trabodenoson-latanoprost* FDC therapy could present a much improved risk/benefit profile over other combinations of currently-approved PGAs and non-PGAs.

Trabodenoson for Optic Neuropathy

The neuroprotective potential of trabodenoson is supported by the basic biology of adenosine, which has shown that the stimulation of the A1 receptor can protect tissues of the central nervous system. While we have not yet conducted a formal program of studies to prove neuroprotection, we plan to study the potential of trabodenoson monotherapy and our FDC product candidate to slow the loss of vision significantly more than attributable to IOP lowering alone, either in glaucoma patients or in other rarer forms of optic nerve neuropathies.

Clinical Data and Development Strategy

Our planned Phase 3 program for *trabodenoson* as monotherapy is expected to incorporate both the FDA-acceptable clinical endpoint of IOP, and to include studies with three months of treatment, both of which are well-known and accepted standards for pivotal trials for glaucoma. We are planning an End-of-Phase 2 meeting with the FDA in the first half of 2015 to discuss our Phase 3 program for *trabodenoson* monotherapy and to confirm the design and endpoints for the Phase 3 pivotal trials. *Timolol*, a non-PGA, will be used as the positive control in the Phase 3 pivotal trials due to its long

history of use as a glaucoma drug and the large amount of clinical data available on the drug, making it the comparator of choice in most recent Phase 3 trials in glaucoma. We plan to start our Phase 3 program for *trabodenoson* monotherapy in mid-2015, and we expect to report top-line data from the first pivotal trial in the program by late 2016 or early 2017, with the second pivotal trial being completed in 2017. If the primary objectives of our Phase 3 program are met, we plan to submit an NDA. We are planning to commence our Phase 3 program for the FDC of *trabodenoson* and *latanoprost* in 2017.

Clinical Results

Trabodenoson Phase 2 Tolerability, Safety and Efficacy in Glaucoma Patients

In 2012, we completed a successful Phase 2 dose-ranging clinical trial in 144 patients with ocular hypertension, or OHT (high IOP but no visual loss) or POAG, which demonstrated a clear dose response to *trabodenoson*. Statistically significant results for the primary endpoint of our Phase 2 clinical trials indicate that *trabodenoson* has IOP-lowering effects in line with the best existing therapies, with a favorable safety and tolerability profile at all doses tested. The trial was randomized, double-masked, placebo-controlled, and evaluated the efficacy, tolerability, safety, and pharmacokinetics of *trabodenoson* over two or four weeks of BID dosing with eye drops. Separate groups of patients received *trabodenoson* doses of 50, 100 or 200 mcg for 2 weeks, or 500 mcg for four weeks, and their IOP-lowering efficacy and safety data were compared to groups of patients dosed concurrently with placebo eye drops, also BID. To enter the trial, otherwise healthy patients had to have elevated IOPs (greater than or equal to 24 mmHg and less than or equal to 34 mmHg) when off of all glaucoma drugs, and a diagnosis of either OHT or POAG. POAG patients in this trial had elevated IOP due to dysfunctional pressure control, rather than due to angle closure which can also restrict the outflow path and increase IOP.

The primary efficacy endpoint was IOP (measured throughout the day, or diurnal IOP). The primary efficacy analysis calculated the reduction in diurnal IOP from the patients' IOP at the beginning of the study (recorded before active drug was administered at the study baseline). In the primary analysis, this IOP drop from baseline for each dose group (50, 100, 200 and 500 mcg) was then compared statistically to the IOP drop of a matched placebo group treated concurrently. A secondary efficacy analysis calculated the reduction from the individual patient's baseline IOP curve, collected on the day before they received their first dose of study drug. This baseline-corrected IOP drop was also compared statistically to that of the matched placebo group.

Safety evaluations included recording of withdrawals or terminations and adverse events. In each patient, the treated eye was evaluated at regular intervals with internal eye exams (including pupil dilation with slit lamp examination of the inside of the eye) and external eye examinations (of the outside surface of the eye, eye lids and surrounding tissue). Visual function was also assessed. Overall health was assessed by physical exam, vital signs (including heart rate and blood pressure), electrocardiograms, or ECGs, for heart function and analysis of urine and blood samples (clinical chemistry), and plasma samples were collected to analyze the pharmacokinetic parameters, such as the half-life of any drug detected in the systemic circulation.

Results

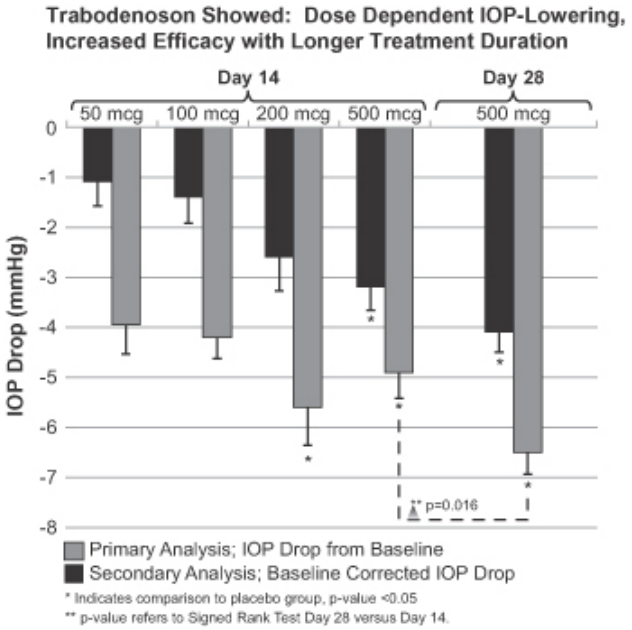
Patient Population: The characteristics of the patients in the dose groups were similar, including their ages, baseline IOPs, and diagnoses (OHT or POAG). The table below reflects information regarding the demographics of the patient populations that participated in the study, and shows that both diagnoses groups had similar baseline IOPs, and that groups treated with *trabodenoson* had characteristics that were similar to the placebo groups to which they were compared.

Baseline Demographics and IOP

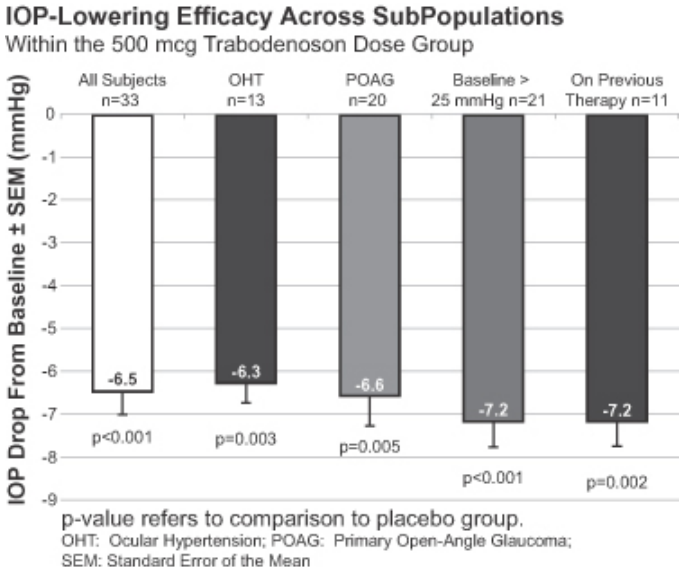
		Trabodenoson Dose				
	Placebo	50 mcg	100 mcg	200 mcg	500 mcg	Total Active
Mean Age	59	56.6	55.6	53.8	57.6	56.3
n	59	17	17	17	34	85
Baseline IOP (mmHg)	26.6	26.1	25.6	26.1	26.2	26
OHT n(%)	22(37.3)	6(35.3)	8(47.1)	6(35.3)	14(41.2)	34(40.0)
Baseline IOP (mmHg)	26.7	27.2	25	27.1	26.3	26.3
POAG n(%)	37(62.7)	11(64.7)	9(52.9)	11(64.7)	20(58.8)	51(60.0)
Baseline IOP (mmHg)	26.5	25.5	26.1	25.5	26.1	25.9

Efficacy

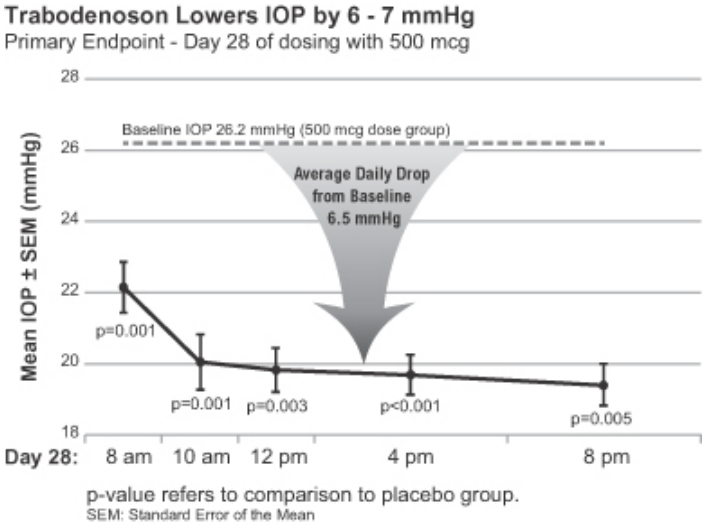
Both the 200 mcg dose (primary analysis Day 14) and the 500 mcg dose (primary and secondary analyses both at Day 14 and Day 28) met the primary endpoint demonstrating statistically significant improvements in IOP relative to the matched placebo ($p<0.05$ indicating a greater than 95% probability that the result was not a random event). Moreover, a clear increase in IOP-lowering efficacy was seen with increasing doses of *trabodenoson* (i.e. a dose response), and the most efficacious *trabodenoson* dose tested was the highest dose of 500 mcg. *Trabodenoson*'s primary efficacy endpoint (IOP drop from baseline) measured after four weeks of treatment (at Day 28) had improved significantly from the same endpoint when measured after two weeks of treatment (at Day 14). This improvement with treatment time was statistically significant ($p=0.016$). In the figure below, a clear trend for increasing IOP-lowering efficacy with increasing dose is evident. For the 500 mcg dose, the statistically significant increase in efficacy between Day 14 and Day 28 is illustrated on the right side of the figure.



The IOP-lowering at the highest and most efficacious dose (500 mcg) was evaluated in various patient sub-populations to gain a sense of the ability to generalize the results over a diverse patient population. The figure below compares the IOP drop from baseline (the primary endpoint analysis) for all patients (far left) to various sub-populations to the right of that. All of these patient subgroups responded to *trabodenoson*'s IOP-lowering effect.



When we rationally designed *trabodenoson*, our primary objective was to restore pressure regulation in eyes with high IOP, a risk factor for glaucoma. A healthy eye has a natural circadian rhythm that dictates a pattern of IOP over the day. We found that this pattern, or the shape of the IOP circadian rhythm curve throughout the day, is relatively unchanged by *trabodenoson* treatment, except that the overall IOP during the day is reduced by *trabodenoson* treatment as intended. We believe this indicates that the TM has been restored to an improved function resulting in a more normal average pressure, and that this normal daily IOP pattern indicates that the fundamental biology of pressure management in the eye has been preserved. The natural daily changes in IOP still exist, but at a significantly lower average pressure that we believe is less damaging to RGCs and the optic nerve. The figure below shows diurnal IOP and the primary endpoint for the trial at the highest dose tested at Day 28.



Furthermore, after 28 days of BID dosing, the IOP-lowering effect persisted for an additional 24 hours after the last dose of medication, which we believe may indicate the potential for *trabodenoson* to be dosed QD.

Safety and Tolerability

There were no serious adverse events or patients that withdrew due to safety findings that occurred once the drug was given. There were no signs of systemic safety issues in any of the non-ocular examinations, ECG evaluations or laboratory tests performed. Systemically, administration of *trabodenoson* eye drops was found to be well-tolerated. There were no changes noted from internal eye examinations or visual testing during drug treatment. The rate of conjunctival hyperemia in patients treated with *trabodenoson* was unchanged from the placebo run-in period (study baseline). There was no maximum tolerated dose determined because all doses tested were well-tolerated.

Trabodenoson Repeat-Dose Safety and Tolerability in Adult Healthy Volunteers

We conducted a randomized, double-masked, placebo-controlled, dose-escalation trial in healthy volunteers, aged 35-65, with the primary objective of characterizing the safety and tolerability profile of *trabodenoson* and identifying a maximum tolerated dose (a dose that was associated with limiting or intolerable side effects).

Ten subjects were assigned to each of seven consecutive cohorts (six to active *trabodenoson* and four to matched placebo). Cohorts 1 through 6 consisted of sequential, escalating doses (200, 400, 800, 1600, 2400 and 3200 mcg of *trabodenoson*) which were given topically to a single eye, BID, for 14 days. The 3200 mcg dose was the highest dose that could be administered to a single eye at one time

due to, among others, the limitations of the formulation. Cohort 7 included eight step-wise escalating doses of *trabodenoson*, given in both eyes. Doses given to this cohort ranged from 200-3200 mcg in a single eye and totaled 1800-6400 mcg for both eyes combined. Dose escalation to the next dose level proceeded only after masked review of the safety data from the preceding dose level.

Systemic safety assessments included: adverse events, other medications used, physical examinations, vital signs, clinical laboratory tests of blood and urine samples, extensive monitoring of cardiac function and health (12-lead ECG tracings, continuous cardiac monitoring and cardiac troponin concentrations), lung function testing (FEV_1), sleep (Karolinska Sleepiness Scale), kidney function and withdrawals or terminations. No systemic safety signals were found at any of the doses tested.

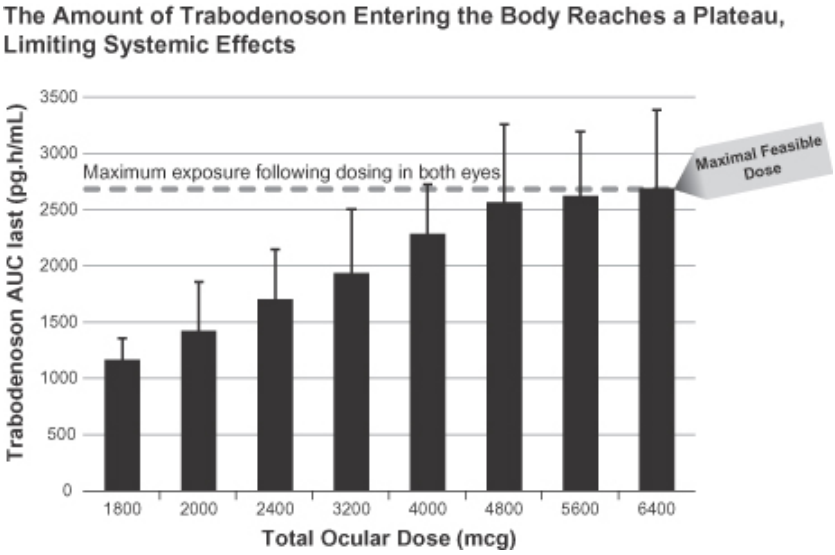
Ocular safety assessments included vision tests (visual acuity), IOP measurements, as well as internal and external eye examinations. No significant changes were seen in IOP measurements and examination of the periorbital area, eyelids, eyelashes, pupils, cornea, iris and sclera. The only ocular finding was short-lived, self-limited conjunctival hyperemia that was dose-related, usually mild in severity, decreased with continuing exposure, and was not accompanied by evidence that it was related to inflammation, such as persistent anterior chamber cells or flare. The incidence of clinically significant eye redness reported as an adverse event was extremely low (1 of 42) in subjects randomized to *trabodenoson*.

Early Terminations and Withdrawals

Three subjects randomized to placebo were terminated early from the study for reasons unrelated to the study drug. Only one subject assigned to active study drug was withdrawn. The study subject's laboratory tests revealed findings consistent with gallbladder disease (chronic cholecystitis), so the subject was withdrawn from the clinical trial (without unmasking the subject's treatment assignment) and referred for a surgical consult resulting in the subject having chronic gallbladder stones removed.

Pharmacokinetic Data

The pharmacokinetics data indicated that the exposure to *trabodenoson* generally increased in a dose-dependent manner. At the highest three doses, there were no apparent increases in systemic exposure with increasing dose. This plateau effect suggests that little additional drug is absorbed into systemic circulation following doses above 4800 mcg (2400 mcg per eye), as reflected in the figure below.



Conclusions

In conclusion, no safety or tolerability issues were identified in either the eye or the body as a whole. Due to the lack of clinically significant findings following in depth safety testing for systemic and ocular effects of *trabodenoson*, no maximum tolerated dose could be identified. Systemic exposure to *trabodenoson* appeared to be limited above ocular doses totaling 4800 mcg, indicating an apparent limitation to the amount of drug that can be delivered to the body by dosing in the eye.

Trabodenoson Monotherapy Tolerability, Safety and Efficacy

We conducted a Phase 1/2 multi-center, randomized, double-masked, placebo-controlled, dose-escalation trial in 70 adults with POAG and OHT with the primary objective of characterizing the safety and tolerability of increasing doses of a pilot formulation of *trabodenoson* monotherapy.

Subjects were sequentially assigned to one of seven consecutive cohorts (eight to active *trabodenoson* and four to matched placebo); consisting of sequential, escalating single-doses of 2.5, 7.5, 20, 60, 180, 350 or 700 mcg of *trabodenoson* given topically to a single study eye.

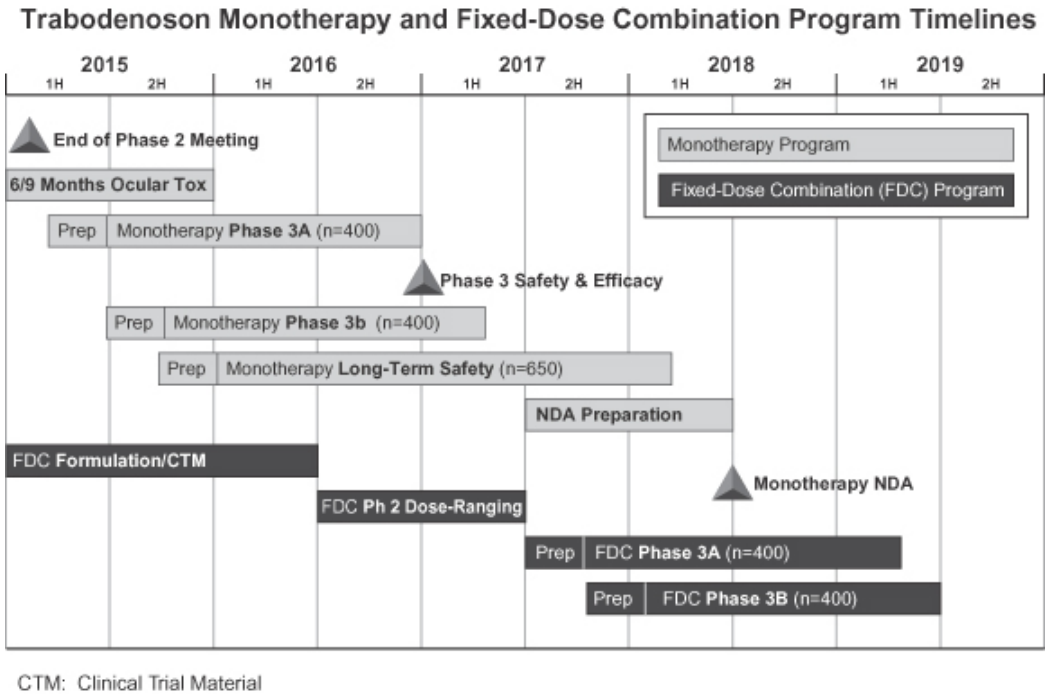
Efficacy (IOP-lowering), tolerability, safety and pharmacokinetics assessments were performed following study drug administration, and dose escalation from one cohort to the next cohort proceeded only after masked review of the safety data from the preceding cohort.

Conclusions

In conclusion, *trabodenoson* monotherapy ophthalmic solution up to and including 700 mcg were well-tolerated. This preliminary formulation of *trabodenoson* demonstrated activity at lowering IOP following single doses of 350 mcg and 700 mcg in patients with POAG or OHT.

Development Plans

Upon completion of our Phase 2 trials and meeting with the FDA, we plan to continue developing *trabodenoson* as a monotherapy and an FDC with *latanoprost*, along with the neuroprotective potential of both to slow the loss of vision significantly more than attributable to IOP-lowering alone either in glaucoma patients or other rarer forms of optic nerve neuropathy. The figure below shows our plans for upcoming clinical trials.



CTM: Clinical Trial Material

Trabodenoson

We are planning an End-of-Phase 2 meeting with the FDA in the first half of 2015 to discuss our Phase 3 program for *trabodenoson* monotherapy and to confirm the design and endpoints for the Phase 3 pivotal trials. This program is scheduled to begin in mid-2015, when the manufacturing (in accordance with the current Good Manufacturing Practices, or cGMP), packaging and labeling of the study drug are complete. The preliminary design for the program, which is to be confirmed by the FDA, is expected to include doses and dose frequencies based on the Phase 2 clinical data. The two Phase 3 pivotal efficacy trials are expected to include between 800 and 1,500 patients, depending on the design and number of dosing arms in the study, and are expected to include patients with glaucoma and baseline IOPs in the mid-20s mmHg. Following a run-in period, the trials are expected to run for 12 weeks of active treatment with the primary endpoint of IOP-lowering over the day. *Timolol* will be used as the active comparator due to its long history of use as a glaucoma drug and the large amount of clinical data available on the drug, making it the comparator of choice in most recent FDA filings.

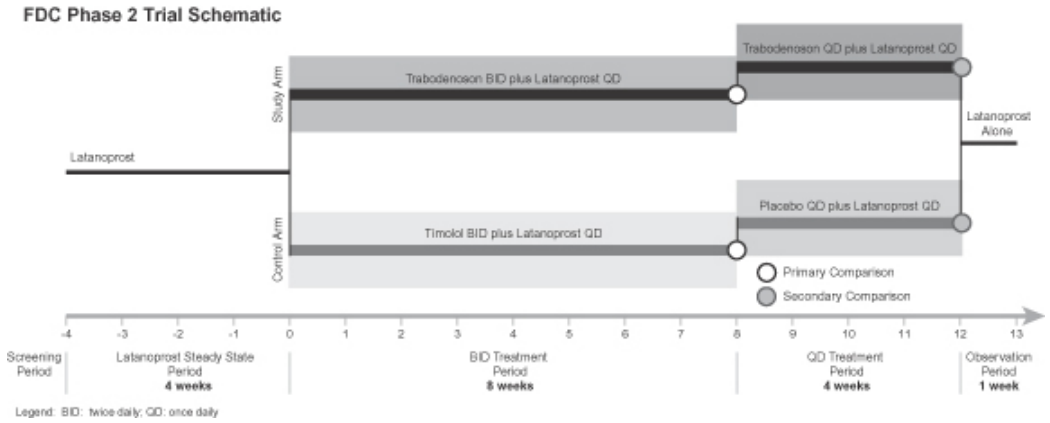
The FDA expects that a total of at least 1,500 patients are exposed to at least a single dose of *trabodenoson*, and the complete submission package must also contain safety data from at least 300 patients treated with *trabodenoson* for at least six months, and at least 100 patients treated for at least a year. These longer-term treatments will be accomplished in a long-term safety trial conducted at the highest anticipated *trabodenoson* dose, and with a *timolol* control, and are expected to begin in early

2016 when the long-term ocular toxicity studies of six and nine month durations are available to support the longer dosing time. This long-term safety trial represents the first opportunity for us to study the rate of vision loss over a longer time. If the enrollment projections are met, the first data from our Phase 3 program is anticipated in late 2016 or early 2017. We are planning to complete the long-term safety study in early 2018. If the primary objectives of our Phase 3 program are met, we plan to submit an NDA to the FDA for marketing approval of *trabodenoson* for the treatment of glaucoma in the United States.

Fixed-Dose Combination of Trabodenoson and Latanoprost

We are also developing an FDC of *trabodenoson* and *latanoprost*. Upon successful completion of our formulation efforts and stability studies, we will commence manufacturing of clinical supplies to support further clinical trials. We have not filed a separate investigational new drug application, or IND, for the FDC, as we expect to be able to rely on the existing *trabodenoson* IND.

In August 2013, we commenced a Phase 2 trial in patients with OHT or POAG in which *trabodenoson* eye drops are co-administered with *latanoprost* eye drops. The trial is randomized, placebo- and active-controlled, and will enroll approximately 100 patients. The objective of the study is to evaluate the efficacy and safety of these two drugs when given concurrently to the same eye. Following four weeks of *latanoprost* eye drops, patients with an IOP greater than 24 mmHg are randomized to either *trabodenoson* BID plus *latanoprost* QD (study-arm) or *timolol* BID plus *latanoprost* QD (control-arm) for a total of eight weeks. At the end of the eight weeks, patients in the study-arm are switched to *trabodenoson* QD plus *latanoprost* QD, and patients in the control-arm are switched to placebo QD plus *latanoprost* QD and treatment is continued for an additional four weeks. This trial is designed to measure the additional IOP-lowering effect of *trabodenoson* when added to a PGA (*latanoprost*) and to compare this effect to the standard of care often given to the more severe glaucoma patient (*timolol* plus *latanoprost*). This trial will also measure the efficacy of QD *trabodenoson* plus *latanoprost* compared to *latanoprost* alone. Results of this trial are expected in late 2014. The schematic for this trial is below.



We expect results of the ongoing Phase 2 trial to provide efficacy and safety data for the combination of *latanoprost* and *trabodenoson*, at two dose levels, and when given QD and BID. These data will inform the format of the next study which will be structured to evaluate the safety and efficacy of various dose combinations and dosing patterns of an FDC of *latanoprost* and *trabodenoson*, which we still need to formulate. Once the results of this study are available, we believe that the FDA will allow us to continue the Phase 2 development using several FDC formulations with various doses. However, the commencement of our Phase 2 program for the FDC product candidate will depend on

successful development and cGMP manufacturing of stable FDC dosage forms. We expect to initiate our Phase 2 program in 2016 and plan to start our Phase 3 FDC program in late 2017. We expect our FDC product candidate to benefit many patients with higher IOPs and more severe disease that typically require more aggressive medical treatment. For this reason, the patient population for the FDC program is expected to carry a higher disease burden. As with the monotherapy product development, the FDA requirements for long-term dosing data (at least 300 patients treated with the FDC for at least six months, and at least 100 patients treated for at least a year) will require the program to include a long-term safety study.

Neuroprotection

We plan to study the neuroprotective potential of *trabodenoson* monotherapy and our FDC product candidate to slow the loss of vision significantly more than attributable to IOP-lowering alone either in glaucoma patients or other rarer forms of optic nerve neuropathy. While supported by the basic biology of adenosine, we have not yet conducted a formal program of studies to prove neuroprotection and have not filed an IND related to this program. This evaluation may include longer longitudinal studies in glaucoma patients, as potentially smaller patient groups with rapidly-progressing optic nerve damage. Although treatment times will be measured in years rather than months, this effort can run in parallel to the normal development trials, or may be included in the objectives of the planned long-term safety trials. The regulatory path for such an indication is thus far uncharted, so significant regulatory as well as clinical risk is anticipated for such a program and close interaction with regulatory agencies will be required. Due to the speculative nature of the development, it is difficult at this time to predict if or when an NDA submission in support of neuroprotection indication may be submitted.

Competition

The pharmaceutical industry is characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary products. While we believe that our experience and scientific knowledge provide us with competitive advantages, we face competition from established branded and generic pharmaceutical companies, such as Novartis International AG and its subsidiary Alcon Labs, Allergan Inc., Bausch + Lomb, Inc. (now a unit of Valeant Pharmaceuticals International, Inc.), Merck & Co., Inc., Santen Inc., Aerie Pharmaceuticals, Inc. and smaller biotechnology and pharmaceutical companies, as well as from academic institutions, government agencies and private and public research institutions, which may in the future develop products to treat glaucoma. Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. We believe that the key competitive factors affecting the success of our product candidates, if approved, are likely to be efficacy, safety, convenience, price, tolerability and the availability of coverage and adequate reimbursement from governmental authorities and other third-party payors.

Many of our competitors have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. Glaukos Corporation recently commercialized a trabecular micro-bypass stent that is implanted in the eye during cataract surgery and allows fluid to flow from the anterior of the eye into the collecting channels, bypassing the TM. In addition, early-stage companies that are also developing glaucoma treatments, such as Aerie Pharmaceuticals, Inc., which is developing a Rho kinase/norepinephrine transport inhibitor, may prove to be significant competitors. We expect that our competitors will continue to develop new glaucoma treatments, which may include eye drops, oral treatments, surgical procedures, implantable devices or laser treatments.

Other early-stage companies may also compete through collaborative arrangements with large and established companies. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors.

These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer adverse effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours. In addition, our ability to compete may be affected because in many cases physicians, insurers or other third-party payors may encourage the use of generic products. The market for glaucoma prescriptions is highly competitive and is currently dominated by generic drugs, such as *latanoprost* and *timolol*, and additional products are expected to become available on a generic basis over the coming years. If any of our product candidates are approved, we expect that they will be priced at a premium over competitive generic products and consistent with other branded glaucoma drugs.

Manufacturing

Trabodenoson is a small molecule that is capable of being manufactured in reliable and reproducible synthetic processes from readily available starting materials. We believe the chemistry used to manufacture *trabodenoson* is amenable to a scale up and does not require unusual equipment in the manufacturing process. We do not currently operate manufacturing facilities for clinical or commercial production of our product candidates. We currently rely on third-party manufacturers to produce the active pharmaceutical ingredient and final drug product for our clinical trials. We manage such production with all our vendors on a purchase order basis in accordance with applicable master service and supply agreements. We do not have long-term agreements with these manufacturers or any other third-party suppliers. *Latanoprost* and *timolol*, used in our clinical trials, are available in commercial quantities from multiple reputable third-party manufacturers. We intend to procure quantities on a purchase order basis for our clinical and commercial production. If any of our existing third-party suppliers should become unavailable to us for any reason, we believe that there are a number of potential replacements, although we might experience a delay in our ability to obtain alternative suppliers. We also do not have any current contractual relationships for the manufacture of commercial supplies of our product candidates if they are approved. With respect to commercial production of our product candidates in the future, we plan to outsource production of the active pharmaceutical ingredients and final drug product manufacturing if they are approved for marketing by the applicable regulatory authorities.

We expect to continue to develop drug candidates that can be produced in a cost effective manner at contract manufacturing facilities. However, should a supplier or manufacturer on which we have relied to produce a product candidate provide us with a faulty product or such product is later recalled, we would likely experience delays and additional costs, each of which could be significant.

Intellectual Property

Our success depends in part on our ability to obtain and maintain proprietary protection for our products and product candidates, technology and know-how, to operate without infringing the proprietary rights of others and to prevent others from infringing our proprietary rights.

We own a patent portfolio covering the *trabodenoson* compound that includes issued patents in the United States, Europe, Japan, and several other countries. These composition of matter patents are scheduled to expire by early 2026 in the United States and by mid-2025 abroad. We also own an issued U.S. patent and have pending patent applications in Europe and Japan relating to the use of *trabodenoson* for reducing IOP. The issued U.S. patent and the pending foreign patent applications, if issued, are scheduled to expire by 2030.

Our patent portfolio includes issued U.S. patents relating to combinations of *trabodenoson* with carbonic anhydrase inhibitors and beta blockers.

We are also pursuing patent applications in the United States and abroad relating to:

- combinations of *trabodenoson* with PGAs, carbonic anhydrase inhibitors or beta blockers, in patent applications which, if issued, are scheduled to expire by 2031;
- polymorphs of *trabodenoson*, in patent applications which, if issued, are scheduled to expire by 2033;
- formulations of *trabodenoson*, in patent applications which, if issued, are scheduled to expire by 2034; and
- ocular neuroprotective uses of *trabodenoson*, in patent applications which, if issued, are scheduled to expire by 2034.

As we advance the development of our *trabodenoson* products and clinical development we continue to look at opportunities to file additional patent applications covering new and innovative developments to ensure we have a patent portfolio that is multifaceted. For such additional applications, we will continue to seek patent protection in the United States and other jurisdictions that are important in the ophthalmic markets.

In addition to our patents and patent applications, we keep certain of our proprietary information as trade secrets, which we seek to protect by confidentiality agreements with our employees and third parties, and by seeking to maintain the physical security of our premises and physical and electronic security of our information technology systems.

Government Regulation

FDA Regulation and Marketing Approval

In the United States, the FDA regulates drugs under the Federal Food, Drug and Cosmetic Act, or FDCA, and related regulations. Drugs are also subject to other federal, state and local statutes and regulations. Failure to comply with the applicable United States regulatory requirements at any time during the product development process, approval process or after approval may subject an applicant to administrative or judicial sanctions and non-approval of product candidates. These sanctions could include the imposition by the FDA or an Institutional Review Board, or IRB, of a clinical hold on trials, the FDA's refusal to approve pending applications or related supplements, withdrawal of an approval, untitled or warning letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, restitution, disgorgement, civil penalties or criminal prosecution. Such actions by government agencies could also require us to expend a large amount of resources to respond to the actions. Any agency or judicial enforcement action could have a material adverse effect on us.

The FDA and comparable regulatory agencies in state and local jurisdictions and in foreign countries impose substantial requirements upon the clinical development, manufacture and marketing of pharmaceutical products. These agencies and other federal, state and local entities regulate research and development activities and the testing, manufacture, quality control, safety, effectiveness, labeling, packaging, storage, distribution, record keeping, approval, post-approval monitoring, advertising, promotion, sampling and import and export of our products. Our drugs must be approved by the FDA through the NDA process before they may be legally marketed in the United States. See "The NDA Approval Process" below.

The process required by the FDA before drugs may be marketed in the United States generally involves the following:

- completion of non-clinical laboratory tests, animal studies and formulation studies conducted according to Good Laboratory Practices, or GLP, or other applicable regulations;
- submission of an IND, which allows clinical trials to begin unless FDA objects within 30 days;
- adequate and well-controlled human clinical trials to establish the safety and efficacy of the proposed drug for its intended use or uses conducted in accordance with FDA regulations and Good Clinical Practices, or GCP, which are international ethical and scientific quality standards meant to ensure that the rights, safety and well-being of trial participants are protected and that the roles of clinical trial sponsors, administrators, and monitors are well defined;
- preparation and submission to the FDA of an NDA;
- review of the product by an FDA advisory committee, where appropriate or if applicable;
- satisfactory completion pre-approval inspection of manufacturing facilities and clinical trial sites at which the product, or components thereof, are produced to assess compliance with cGMP requirements and of selected clinical trial sites to assess compliance with GCP requirements; and
- FDA approval of an NDA which must occur before a drug can be marketed or sold.

Preclinical Studies

Preclinical studies include laboratory evaluation of the purity and stability of the manufactured drug substance or active pharmaceutical ingredient and the formulated drug or drug product, as well as in vitro and animal studies to assess the safety and activity of the drug for initial testing in humans and to establish a rationale for therapeutic use. The conduct of preclinical studies is subject to federal regulations and requirements, including GLP regulations. The results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and plans for clinical studies, among other things, are submitted to the FDA as part of an IND.

Companies usually must complete some long-term preclinical testing, such as animal tests of reproductive adverse events and carcinogenicity, and must also develop additional information about the chemistry and physical characteristics of the drug and finalize a process for manufacturing the drug in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the drug candidate and, among other things, the manufacturer must develop methods for testing the identity, strength, quality and purity of the final drug product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the drug candidate does not undergo unacceptable deterioration over its shelf life.

IND and Clinical Trials

Clinical trials involve the administration of the investigational product to human subjects under the supervision of qualified investigators in accordance with GCP requirements. Clinical trials are conducted under written study protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated. Prior to commencing the first clinical trial, an initial IND, which contains the results of preclinical testing along with other information, such as information about product chemistry, manufacturing and controls and a proposed protocol, must be submitted to the FDA. The IND automatically becomes effective 30 days after receipt by the FDA unless the FDA within the 30-day time period raises concerns or questions about the conduct of the clinical trial and imposes a clinical hold. A clinical hold may also be imposed at any time while the IND is in effect. In such a case, the IND sponsor must resolve any outstanding concerns with the FDA before the clinical trial may begin. Accordingly, submission of an IND may or may not result in the FDA allowing clinical trials to commence.

A sponsor who wishes to conduct a clinical trial outside the United States may, but need not, obtain FDA authorization to conduct the clinical trial under an IND. If a foreign clinical trial is not conducted under an IND, the sponsor may submit data from the clinical trial to the FDA in support of an NDA or IND so long as the clinical trial is conducted in compliance with GCP, and the FDA is able to validate the data from the study through an onsite inspection if the agency deems it necessary.

A separate submission to the existing IND must be made for each successive clinical trial to be conducted during product development. Further, an independent IRB for each site proposing to conduct the clinical trial must review and approve the study for any clinical trial before it commences at that site. Informed written consent must also be obtained from each trial subject. Regulatory authorities, including the FDA, an IRB, a data safety monitoring board or the sponsor, may suspend or terminate a clinical trial at any time on various grounds, including a finding that the participants are being exposed to an unacceptable health risk or that the clinical trial is not being conducted in accordance with FDA requirements.

For purposes of NDA approval, human clinical trials are typically conducted in sequential phases that may overlap:

- Phase 1– the drug is initially given to healthy human subjects or patients and tested for safety, dosage tolerance, absorption, metabolism, distribution and excretion. These trials may also provide early evidence on effectiveness. During Phase 1 clinical trials, sufficient information about the investigational drug's pharmacokinetics and pharmacologic effects may be obtained to permit the design of well-controlled and scientifically valid Phase 2 clinical trials.
- Phase 2– trials are conducted in a limited number of patients in the target population to identify possible adverse effects and safety risks, to determine the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage. Multiple Phase 2 clinical trials may be conducted by the sponsor to obtain information prior to beginning larger and more expensive Phase 3 clinical trials.
- Phase 3– when Phase 2 evaluations demonstrate that a dosage range of the product appears effective and has an acceptable safety profile, and provide sufficient information for the design of Phase 3 trials, Phase 3 trials are undertaken to provide statistically significant evidence of clinical efficacy and to further test for safety in an expanded patient population at multiple clinical trial sites. They are performed after preliminary evidence suggesting effectiveness of the drug has been obtained, and are intended to further evaluate dosage, effectiveness and safety, to establish the overall benefit-risk relationship of the investigational drug and to provide an adequate basis for product labeling and approval by the FDA. In most cases, the FDA requires two adequate and well-controlled Phase 3 clinical trials to demonstrate the efficacy of the drug.

All clinical trials must be conducted in accordance with FDA regulations, GCP requirements and their protocols in order for the data to be considered reliable for regulatory purposes. Progress reports detailing the results of the clinical trials must be submitted at least annually to the FDA and more frequently if serious adverse events occur. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, or at all.

An investigational drug product that is a combination of two different drugs in a single dosage form must comply with an additional rule that requires that each component make a contribution to the claimed effects of the drug product and the dosage of each component (amount, frequency, duration) is such that the combination is safe and effective for a significant patient population requiring such concurrent therapy as defined in the labeling of the drug product. This typically requires larger studies that test the drug against each of its components. In addition, typically, if a drug product is intended to treat a chronic disease, as is the case with our products, safety and efficacy data must be gathered over an extended period of time, which can range from six months to three years or more.

Government regulation may delay or prevent marketing of product candidates or new drugs for a considerable period of time and impose costly procedures upon our activities.

Disclosure of Clinical Trial Information

Sponsors of clinical trials of FDA-regulated products, including drugs, are required to register and disclose certain clinical trial information. Information related to the product, patient population, phase of investigation, study sites and investigators, and other aspects of the clinical trial is then made public as part of the registration. Sponsors are also obligated to discuss the results of their clinical trials after completion. Disclosure of the results of these trials can be delayed until the new product or new indication being studied has been approved. Competitors may use this publicly available information to gain knowledge regarding the progress of development programs.

The NDA Approval Process

In order to obtain approval to market a drug in the United States, a marketing application must be submitted to the FDA that provides data establishing to the FDA's satisfaction the safety and effectiveness of the investigational drug for the proposed indication. Each NDA submission requires a substantial user fee payment unless a waiver or exemption applies. The application includes all relevant data available from pertinent non-clinical or preclinical studies and clinical trials, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's chemistry, manufacturing, controls and proposed labeling, among other things. Data can come from company-sponsored clinical trials intended to test the safety and effectiveness of a use of a product, or from a number of alternative sources, including studies initiated by investigators that meet GCP requirements.

During the development of a new drug, sponsors are given opportunities to meet with the FDA at certain points. These points may be prior to submission of an IND, at the end of Phase 1 or 2, and before an NDA is submitted. Meetings at other times may be requested. These meetings can provide an opportunity for the sponsor to share information about the data gathered to date, for the FDA to provide advice and for the sponsor and the FDA to reach agreement on the next phase of development. Sponsors typically use the end of Phase 2 meetings to discuss their Phase 2 clinical results and present their plans for the pivotal Phase 3 trials that they believe will support approval of the new drug.

The results of product development, non-clinical studies and clinical trials, along with descriptions of the manufacturing process, analytical tests conducted on the chemistry of the drug, proposed labeling and other relevant information are submitted to the FDA as part of an NDA requesting approval to market the product. The FDA reviews all NDAs submitted to ensure that they are sufficiently complete for substantive review before it accepts them for filing. It may request additional information rather than accept a NDA for filing. In this event, the NDA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. The FDA has 60 days from its receipt of an NDA to conduct an initial review to determine whether the application will be accepted for filing based on the agency's threshold determination that the application is sufficiently complete to permit substantive review. If the NDA submission is accepted for filing, the FDA reviews the NDA to determine, among other things, whether the proposed product is safe and effective for its intended use, and whether the product is being manufactured in accordance with cGMP to assure and preserve the product's identity, strength, quality and purity. The FDA has agreed to specific performance goals on the review of NDAs and seeks to review standard NDAs in 12 months from submission of the NDA. The review process may be extended by the FDA for three additional months to consider certain late-submitted information or information intended to clarify information already provided in the submission. After the FDA completes its initial review of an NDA, it will communicate to the sponsor that the drug will either be approved, or it will issue a complete response letter to communicate that the NDA will not be approved in its current form and inform the

sponsor of changes that must be made or additional clinical, non-clinical or manufacturing data that must be received before the application can be approved, with no implication regarding the ultimate approvability of the application or the timing of any such approval, if ever. If or when those deficiencies have been addressed to the FDA's satisfaction in a resubmission of the NDA, the FDA will issue an approval letter. FDA has committed to reviewing such resubmissions in two to six months depending on the type of information included. The FDA may refer applications for novel drug products or drug products that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and, if so, under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA, the FDA typically will inspect the facilities at which the product is manufactured. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA, the FDA may inspect one or more clinical sites to assure compliance with GCP. If the FDA determines that the application, manufacturing process or manufacturing facilities are not acceptable, it typically will outline the deficiencies and often will request additional testing or information. This may significantly delay further review of the application. If the FDA finds that a clinical site did not conduct the clinical trial in accordance with GCP, the FDA may determine the data generated by the clinical site should be excluded from the primary efficacy analyses provided in the NDA. Additionally, notwithstanding the submission of any requested additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval.

The FDA may require, or companies may pursue, additional clinical trials after a product is approved. These so-called Phase 4 trials may be made a condition to be satisfied for continuing drug approval. The results of Phase 4 trials can confirm the effectiveness of a product candidate and can provide important safety information. In addition, the FDA has authority to require sponsors to conduct post-marketing trials to specifically address safety issues identified by the agency. See "Post-Marketing Requirements" below.

The FDA also has authority to require a Risk Evaluation and Mitigation Strategy, or a REMS, from manufacturers to ensure that the benefits of a drug outweigh its risks. A sponsor may also voluntarily propose a REMS as part of the NDA submission. The need for a REMS is determined as part of the review of the NDA. Based on statutory standards, elements of a REMS may include "Dear Doctor letters," a medication guide, more elaborate targeted educational programs, and in some cases elements to assure safe use, or ETASU. ETASU can include, but are not limited to, special training or certification for prescribing or dispensing, dispensing only under certain circumstances, special monitoring and the use of patient registries. These elements are negotiated as part of the NDA approval, and in some cases the approval date may be delayed. Once adopted, REMS are subject to periodic assessment and modification.

Changes to some of the conditions established in an approved application, including changes in indications, labeling, manufacturing processes or facilities, require submission and FDA approval of a new NDA or NDA supplement before the change can be implemented. An NDA supplement for a new indication typically requires clinical data similar to that in the original application, and the FDA uses the same procedures and actions in reviewing NDA supplements as it does in reviewing NDAs.

Even if a product candidate receives regulatory approval, the approval may be limited to specific disease states, patient populations and dosages, or might contain significant limitations on use in the

form of warnings, precautions or contraindications, or in the form of onerous risk management plans, restrictions on distribution, or post-marketing trial requirements. Further, even after regulatory approval is obtained, later discovery of previously unknown problems with a product may result in restrictions on the product or even complete withdrawal of the product from the market. Delay in obtaining, or failure to obtain, regulatory approval for our products, or obtaining approval but for significantly limited use, would harm our business. In addition, we cannot predict what adverse governmental regulations may arise from future United States or foreign governmental action.

The Hatch-Waxman Amendments

Under the Drug Price Competition and Patent Term Restoration Act of 1984, referred to as the Hatch-Waxman Amendments, a portion of a product's U.S. patent term that was lost during clinical development and regulatory review by the FDA may be restored by returning up to five years of patent life for a patent that covers a new product or its use. This period is generally one-half the time between the effective date of an IND (falling after issuance of the patent) and the submission date of an NDA, plus the time between the submission date of an NDA and the approval of that application, provided the sponsor acted with diligence. Patent term restorations, however, cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only one patent applicable to an approved drug may be extended and the extension must be applied for prior to expiration of the patent. The USPTO, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration.

Market Exclusivity

Market exclusivity provisions under the FDCA also can delay the submission or the approval of certain competing applications. The FDCA provides a five-year period of non-patent marketing exclusivity within the United States to the first applicant to gain approval of an NDA for a new chemical entity. A drug is a new chemical entity if the FDA has not previously approved any other new drug containing the same active moiety, which is the molecule or ion responsible for the action of the drug substance. During the exclusivity period, the FDA may not accept for review an Abbreviated New Drug Application, or ANDA, or a 505(b)(2) NDA submitted by another company for another version of such drug where the applicant does not own or have a legal right of reference to all the data required for approval. However, an application may be submitted after four years if it contains a certification of patent invalidity or non-infringement to one of the patents listed with the FDA by the innovator NDA holder. The FDCA also provides three years of marketing exclusivity for an NDA, 505(b)(2) NDA or supplement to an existing NDA if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant are deemed by the FDA to be essential to the approval of the application, for example, for new indications, dosages or strengths of an existing drug. This three-year exclusivity covers only the conditions associated with the new clinical investigations and does not prohibit the FDA from approving ANDAs for drugs containing the original active agent. Five-year and three-year exclusivity will not delay the submission or approval of a full NDA; however, an applicant submitting a full NDA would be required to conduct or obtain a right of reference to all of the non-clinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and effectiveness.

Pediatric exclusivity is another type of non-patent marketing exclusivity in the United States and, if granted, provides for the attachment of an additional six months of marketing protection to the term of any existing regulatory exclusivity, including the non-patent exclusivity. This six-month exclusivity may be granted if an NDA sponsor submits pediatric data that fairly respond to a written request from the FDA for such data.

Post-Marketing Requirements

Following approval of a new product, a pharmaceutical company and the approved product are subject to continuing regulation by the FDA, including, among other things, monitoring and recordkeeping activities, reporting to the applicable regulatory authorities of adverse experiences with the product, providing the regulatory authorities with updated safety and efficacy information, product sampling and distribution requirements, and complying with promotion and advertising requirements, which include, among others, standards for direct-to-consumer advertising, restrictions on promoting drugs for uses or in patient populations that are not described in the drug's approved labeling, or off-label use, limitations on industry-sponsored scientific and educational activities and requirements for promotional activities involving the internet. Although physicians may, in their independent professional medical judgment, prescribe legally available drugs for off-label uses, manufacturers may not market or promote such off-label uses. Modifications or enhancements to the product or its labeling or changes of the site of manufacture are often subject to the approval of the FDA and other regulators, who may or may not grant approval or may include a lengthy review process.

Prescription drug advertising is subject to federal, state and foreign regulations. In the United States, the FDA regulates prescription drug promotion, including direct-to-consumer advertising. Prescription drug promotional materials must be submitted to the FDA in conjunction with their first use. Any distribution of prescription drug products and pharmaceutical samples must comply with the U.S. Prescription Drug Marketing Act, or the PDMA, a part of the FDCA.

In the United States, once a product is approved, its manufacturing is subject to comprehensive and continuing regulation by the FDA. The FDA regulations require that products be manufactured in specific approved facilities and in accordance with cGMP. We rely, and expect to continue to rely, on third parties for the production of clinical and commercial quantities of our products in accordance with cGMP regulations. cGMP regulations require among other things, quality control and quality assurance as well as the corresponding maintenance of records and documentation and the obligation to investigate and correct any deviations from cGMP. Drug manufacturers and other entities involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain cGMP compliance. These regulations also impose certain organizational, procedural and documentation requirements with respect to manufacturing and quality assurance activities. NDA holders using contract manufacturers, laboratories or packagers are responsible for the selection and monitoring of qualified firms, and, in certain circumstances, qualified suppliers to these firms. These firms and, where applicable, their suppliers are subject to inspections by the FDA at any time, and the discovery of violative conditions, including failure to conform to cGMP, could result in enforcement actions that interrupt the operation of any such product or may result in restrictions on a product, manufacturer, or holder of an approved NDA, including, among other things, recall or withdrawal of the product from the market.

In addition, the manufacturer and/or sponsor under an approved NDA are subject to annual product and establishment fees. These fees are typically increased annually.

The FDA also may require post-marketing testing, also known as Phase 4 testing, REMS to monitor the effects of an approved product or place conditions on an approval that could restrict the distribution or use of the product. Discovery of previously unknown problems with a product or the failure to comply with applicable FDA requirements can have negative consequences, including adverse publicity, judicial or administrative enforcement, untitled or warning letters from the FDA,

mandated corrective advertising or communications with doctors, withdrawal of approval, and civil or criminal penalties, among others. Newly discovered or developed safety or effectiveness data may require changes to a product's approved labeling, including the addition of new warnings and contraindications, and also may require the implementation of other risk management measures. Also, new government requirements, including those resulting from new legislation, may be established, or the FDA's policies may change, which could delay or prevent regulatory approval of our products under development.

Coverage and Reimbursement

Sales of any products for which we receive regulatory approval for commercial sale will depend in part on the availability of reimbursement from third-party payors, including government healthcare program administrative authorities, managed care organizations, private health insurers, and other entities. Patients who are prescribed medications for the treatment of their conditions, and their prescribing physicians, generally rely on third-party payors to reimburse all of part of the costs associated with their prescription drugs. Patients are unlikely to use our products unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products. Therefore, our products, once approved, may not obtain market acceptance unless coverage is provided and reimbursement is adequate to cover a significant portion of the cost of our products.

The process for determining whether a third-party payor will provide coverage for a drug product typically is separate from the process for setting the price of a drug product or for establishing the reimbursement rate that the payor will pay for the drug product once coverage is approved. Third-party payors may limit coverage to specific drug products on an approved list, also known as a formulary, which might not include all of the FDA-approved drugs for a particular indication. A decision by a third-party payor not to cover our product candidates could reduce physician utilization of our products once approved. Moreover, a third-party payor's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development. Additionally, coverage and reimbursement for drug products can differ significantly from payor to payor. One third-party payor's decision to cover a particular drug product or service does not ensure that other payors will also provide coverage for the medical product or service, or will provide coverage at an adequate reimbursement rate. As a result, the coverage determination process will require us to provide scientific and clinical support for the use of our products to each payor separately and will be a time-consuming process.

The containment of healthcare costs has become a priority of federal, state and foreign governments, and the prices of drugs have been a focus in this effort. Third-party payors are increasingly challenging the prices charged for drug products and medical services, examining the medical necessity and reviewing the cost effectiveness of drug products and medical services, in addition to questioning safety and efficacy. If these third-party payors do not consider our products to be cost-effective compared to other available therapies, they may not cover our products after FDA approval or, if they do, the level of payment may not be sufficient to allow us to sell our products at a profit.

In particular, our success may depend on our ability to obtain coverage and adequate reimbursement through Medicare Part D plans for our products that obtain regulatory approval. The Medicare Part D program provides a voluntary prescription drug benefit to Medicare beneficiaries. Under Part D, Medicare beneficiaries may enroll in prescription drug plans offered by private entities which will provide coverage of outpatient prescription drugs. Part D plans include both stand-alone prescription drug benefit plans and prescription drug coverage as a supplement to Medicare Advantage plans. Unlike Medicare Part A and B, Part D coverage is not standardized. In general, Part D prescription drug plan sponsors have flexibility regarding coverage of Part D drugs, and each drug

plan can develop its own drug formulary that identifies which drugs it will cover and at what tier or level. However, Part D prescription drug formularies must include drugs within each therapeutic category and class of covered Part D drugs, though not necessarily all the drugs in each category or class, with certain exceptions. Any formulary used by a Part D prescription drug plan must be developed and reviewed by a pharmacy and therapeutic committee. Government payment for some of the costs of prescription drugs may increase demand for products for which we receive regulatory approval. However, any negotiated prices for our future products covered by a Part D prescription drug plan will likely be discounted, thereby lowering the net price realized on our sales to pharmacies. Moreover, while the Part D program applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own payment rates. Any reduction in payment that results from Medicare Part D may result in a similar reduction in payments from non-government payors.

The American Recovery and Reinvestment Act of 2009 provides funding for the federal government to compare the effectiveness of different treatments for the same illness. A plan for the research will be developed by the Department of Health and Human Services, the Agency for Healthcare Research and Quality and the National Institutes for Health, and periodic reports on the status of the research and related expenditures will be made to Congress. Although the results of the comparative effectiveness studies are not intended to mandate coverage policies for public or private payors, it is not clear what effect, if any, the research will have on the sales of our product candidates, if any such product or the condition that it is intended to treat is the subject of a study. It is also possible that comparative effectiveness research demonstrating benefits in a competitor's product could adversely affect the sales of our product candidates, once approved. If third-party payors do not consider our products to be cost-effective compared to other available therapies, they may not cover our products after approval as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow us to sell our products on a profitable basis.

In addition, in some foreign countries, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing vary widely from country to country. For example, the European Union provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our products. Historically, products launched in the European Union do not follow price structures of the United States and generally tend to be significantly lower.

Anti-Kickback and False Claims Laws and Other Regulatory Matters

In the United States, among other things, the research, manufacturing, distribution, sale and promotion of drug products and medical devices are potentially subject to regulation and enforcement by various federal, state and local authorities in addition to the FDA, including the Centers for Medicare & Medicaid Services, other divisions of the United States Department of Health and Human Services (e.g., the Office of Inspector General), the Drug Enforcement Administration, the Consumer Product Safety Commission, the Federal Trade Commission, the Occupational Safety & Health Administration, the Environmental Protection Agency, state Attorneys General and other state and local government agencies. Our current and future business activities, including for example, sales, marketing and scientific/educational grant programs must comply with healthcare regulatory laws, including the Federal Anti-Kickback Statute, the Federal False Claims Act, as amended, the privacy regulations promulgated under the Health Insurance Portability and Accountability Act, or HIPAA, as amended, physician payment transparency laws, and similar state laws. Pricing and rebate programs

must comply with the Medicaid Drug Rebate Program requirements of the Omnibus Budget Reconciliation Act of 1990, as amended, and the Veterans Health Care Act of 1992, as amended. If products are made available to authorized users of the Federal Supply Schedule of the General Services Administration, additional laws and requirements apply. The handling of any controlled substances must comply with the U.S. Controlled Substances Act and Controlled Substances Import and Export Act. Products must meet applicable child-resistant packaging requirements under the U.S. Poison Prevention Packaging Act. All of these activities are also potentially subject to federal and state consumer protection and unfair competition laws.

The distribution of pharmaceutical products is subject to additional requirements and regulations, including extensive record-keeping, licensing, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products.

The Federal Anti-Kickback Statute makes it illegal for any person, including a prescription drug manufacturer (or a party acting on its behalf) to knowingly and willfully solicit, receive, offer, or pay any remuneration that is intended to induce the referral of business, including the purchasing, leasing, ordering or arranging for or recommending the purchase, lease or order of, any good, facility, item or service for which payment may be made, in whole or in part, under a federal healthcare program, such as Medicare or Medicaid. The term “remuneration” has been broadly interpreted to include anything of value. The Federal Anti-Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on one hand and prescribers, purchasers and formulary managers on the other. Although there are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution, the exceptions and safe harbors are drawn narrowly. Practices that involve remuneration that may be alleged to be intended to induce prescribing, purchases or recommendations may be subject to scrutiny if they do not qualify for an exception or safe harbor. Failure to meet all of the requirements of a particular applicable statutory exception or regulatory safe harbor does not make the conduct per se illegal under the Federal Anti-Kickback Statute. Instead, the legality of the arrangement will be evaluated on a case-by-case basis based on a cumulative review of all of its facts and circumstances. Additionally, the intent standard under the Federal Anti-Kickback Statute was amended by the Patient Protection and Affordable Care Act, as amended by the Health Care Education and Reconciliation Act, or collectively the ACA, to a stricter standard such that a person or entity no longer needs to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. In addition, the ACA codified case law that a claim including items or services resulting from a violation of the Federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the Federal False Claims Act. Violations of this law are punishable by up to five years in prison, criminal fines, administrative civil money penalties, and exclusion from participation in federal healthcare programs. In addition, many states have adopted laws similar to the Federal Anti-Kickback Statute. Some of these state prohibitions apply to the referral of patients for healthcare services reimbursed by any insurer, not just federal healthcare programs such as Medicare and Medicaid. Due to the breadth of these federal and state anti-kickback laws, and the potential for additional legal or regulatory change in this area, it is possible that our future business activities, including our sales and marketing practices and/or our future relationships with ophthalmologists and optometrists might be challenged under anti-kickback laws, which could harm us.

The Federal False Claims Act prohibits anyone from, among other things, knowingly presenting, or causing to be presented, for payment to federal programs (including Medicare and Medicaid) claims for items or services, including drugs, that are false or fraudulent. This statute has been interpreted to prohibit presenting claims for items or services not provided as claimed, or claims for medically unnecessary items or services. Although we would not submit claims directly to payors, manufacturers can be held liable under these laws if they are deemed to “cause” the submission of false or fraudulent claims by, for example, providing inaccurate billing or coding information to customers or promoting a

product off-label. In addition, our future activities relating to the reporting of wholesaler or estimated retail prices for our products, the reporting of prices used to calculate Medicaid rebate information and other information affecting federal, state and third-party reimbursement for our products, and the sale and marketing of our products, are subject to scrutiny under this law. For example, pharmaceutical companies have been found liable under the Federal False Claims Act in connection with their off-label promotion of drugs. Penalties for a False Claims Act violation include three times the actual damages sustained by the government, plus mandatory civil penalties of between $5,500 and $11,000 for each separate false claim, the potential for exclusion from participation in federal healthcare programs, and, although the Federal False Claims Act is a civil statute, conduct that results in a False Claims Act violation may also implicate various federal criminal statutes. If the government were to allege that we were, or convict us of, violating these false claims laws, we could be subject to a substantial fine and may suffer a decline in our stock price. In addition, private individuals have the ability to bring actions under the Federal False Claims Act and certain states have enacted laws modeled after the Federal False Claims Act.

Similarly, the civil monetary penalties statute imposes penalties against any person or entity who, among other things, is determined to have presented or caused to be presented a claim to a federal health program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent.

Additionally, HIPAA created new federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payors and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services.

There are also an increasing number of state laws that require manufacturers to make reports to states on pricing and marketing information. Many of these laws contain ambiguities as to what is required to comply with the laws. In addition, as discussed below, a similar federal requirement requires certain manufacturers to track and report to the federal government certain payments provided to physicians and teaching hospitals made in the previous calendar year. These laws may affect our sales, marketing and other promotional activities by imposing administrative and compliance burdens on us. In addition, given the lack of clarity with respect to these laws and their implementation, our reporting actions could be subject to the penalty provisions of the pertinent state and federal authorities.

In addition, we may be subject to data privacy and security regulation by both the federal government and the states in which we conduct our business. HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and their respective implementing regulations, including the final omnibus rule published on January 25, 2013, imposes specified requirements relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH makes HIPAA's privacy and security standards directly applicable to business associates, defined as independent contractors or agents of covered entities that create, receive, maintain or transmit protected health information in connection with providing a service for or on behalf of a covered entity. HITECH also created four new tiers of civil monetary penalties and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions. In addition, state laws govern the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.

The failure to comply with regulatory requirements subjects us to possible legal or regulatory action. Depending on the circumstances, failure to meet applicable regulatory requirements can result in significant criminal, civil and/or administrative penalties, damages, fines, disgorgement, exclusion from participation in federal healthcare programs, such as Medicare and Medicaid, injunctions, recall or seizure of products, total or partial suspension of production, denial or withdrawal of product approvals, refusal to allow us to enter into supply contracts, including government contracts, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

We plan to develop a comprehensive compliance program that establishes internal controls to facilitate adherence to the law and program requirements to which we will or may become subject because we intend to commercialize products that could be reimbursed under a federal healthcare program and other governmental healthcare programs.

Changes in law or the interpretation of existing law could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements; (ii) additions or modifications to product labeling; (iii) the recall or discontinuation of our products; or (iv) additional record-keeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business.

Affordable Health Care Act and Other Reform Initiatives

In the United States and some foreign jurisdictions, there have been, and likely will continue to be, a number of legislative and regulatory changes and proposed changes regarding the healthcare system directed at broadening the availability of healthcare and containing or lowering the cost of healthcare.

In March 2010, the ACA, was enacted. The ACA includes measures that have or will significantly change the way healthcare is financed by both governmental and private insurers. Among the provisions of the ACA of greatest importance to the pharmaceutical industry are the following:

- The Medicaid Drug Rebate Program requires pharmaceutical manufacturers to enter into and have in effect a national rebate agreement with the Secretary of the Department of Health and Human Services in exchange for state Medicaid coverage of most of the manufacturer's drugs. ACA made several changes to the Medicaid Drug Rebate Program, including increasing pharmaceutical manufacturers' rebate liability by raising the minimum basic Medicaid rebate on most branded prescription drugs and biologic agents to 23.1% of average manufacturer price, or AMP, and adding a new rebate calculation for "line extensions" (i.e., new formulations, such as extended release formulations) of solid oral dosage forms of branded products, as well as potentially impacting their rebate liability by modifying the statutory definition of AMP.
- The ACA expanded the types of entities eligible to receive discounted 340B pricing, although, with the exception of children's hospitals, these newly eligible entities will not be eligible to receive discounted 340B pricing on orphan drugs used in orphan indications. In addition, because 340B pricing is determined based on AMP and Medicaid drug rebate data, the revisions to the Medicaid rebate formula and AMP definition described above could cause the required 340B discounts to increase. The ACA imposed a requirement on manufacturers of branded drugs and biologic agents to provide a 50% discount off the negotiated price of branded drugs dispensed to Medicare Part D beneficiaries in the coverage gap (i.e., "donut hole").

- The ACA imposed an annual, nondeductible fee on any entity that manufactures or imports certain branded prescription drugs and biologic agents, apportioned among these entities according to their market share in certain government healthcare programs, although this fee would not apply to sales of certain products approved exclusively for orphan indications.
- The ACA included the Federal Physician Payments Sunshine Act, which required pharmaceutical manufacturers to track certain financial arrangements with physicians and teaching hospitals, including any “transfer of value” provided, as well as any ownership or investment interests held by physicians and their immediate family members. Covered manufacturers were required to begin collecting data on August 1, 2013 and submit reports on aggregate payment data to the government for the first reporting period (August 1, 2013— December 31, 2013) by March 31, 2014, and were required to report detailed payment data for the first reporting period and submit legal attestation to the completeness and accuracy of such data by June 30, 2014. Thereafter, covered manufacturers must submit reports by the 90th day of each subsequent calendar year. The information reported is expected to be publicly available on a searchable website in September 2014.
- The ACA established a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research. The research conducted by the Patient-Centered Outcomes Research Institute may affect the market for certain pharmaceutical products.
- The ACA created the Independent Payment Advisory Board which has the authority to recommend certain changes to the Medicare program to reduce expenditures by the program that could result in reduced payments for prescription drugs. Under certain circumstances, these recommendations will become law unless Congress enacts legislation that will achieve the same or greater Medicare cost savings.
- The ACA established the Center for Medicare and Medicaid Innovation within CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending. Funding has been allocated to support the mission of the Center for Medicare and Medicaid Innovation through 2019.

Many of the details regarding the implementation of the ACA are yet to be determined, and at this time, it remains unclear the full effect that the ACA would have on our business.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation’s automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers up to 2% per fiscal year, which went into effect in April 2013 and will remain in effect through 2024 unless additional Congressional action is taken. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors, which may adversely affect our future profitability.

European Union Drug Development

In the European Union, our products will also be subject to extensive regulatory requirements. As in the United States, medicinal products can only be marketed if an MAA from the competent regulatory agencies has been obtained, and the various phases of preclinical and clinical research in the European Union are subject to significant regulatory controls. Although the EU Clinical Trials Directive 2001/20/EC has sought to harmonize the EU clinical trial regulatory framework, setting out

common rules for the control and authorization of clinical trials in the EU, the EU Member States have transposed and applied the provisions of the Directive differently. This has led to significant variations in the member state regimes. Under the current regime, before a clinical trial can be initiated it must be approved by two distinct bodies in each of the EU countries where the trial is to be conducted: the National Competent Authority, or NCA, and one or more Ethics Committees, or ECs. In addition, all serious adverse reactions to the investigated drug that occur during the clinical trial must be reported to the NCA and ECs of the Member State where they occurred.

The EU clinical trials legislation is currently undergoing a revision process mainly aimed at making more uniform and streamlining the clinical trials authorization process, simplifying adverse event reporting procedures, improving the supervision of clinical trials and increasing the transparency of clinical trials.

European Union Drug Review Approval

In the European Economic Area, or EEA, which is comprised of the 28 Member States of the European Union plus Norway, Iceland and Liechtenstein, medicinal products can only be commercialized after obtaining an MAA. There are two types of MAAs: the Community MAA, which is issued by the European Commission through the Centralized Procedure based on the opinion of the Committee for Medicinal Products for Human Use, or CHMP, a body of the EMA, and which is valid throughout the entire territory of the EEA; and the National MAA, which is issued by the competent authorities of the Member States of the EEA and only authorized marketing in that Member State's national territory and not the EEA as a whole.

The Centralized Procedure is mandatory for certain types of products, such as biotechnology medicinal products, orphan medicinal products and medicinal products containing a new active substance indicated for the treatment of AIDS, cancer, neurodegenerative disorders, diabetes, auto-immune and viral diseases. The Centralized Procedure is optional for products containing a new active substance not yet authorized in the EEA, or for products that constitute a significant therapeutic, scientific or technical innovation or which are in the interest of public health in the EU. The National MAA is for products not falling within the mandatory scope of the Centralized Procedure. Where a product has already been authorized for marketing in a Member State of the EEA, this National MAA can be recognized in another Member States through the Mutual Recognition Procedure. If the product has not received a National MAA in any Member State at the time of application, it can be approved simultaneously in various Member States through the Decentralized Procedure. Under the Decentralized Procedure an identical dossier is submitted to the competent authorities of each of the Member States in which the MAA is sought, one of which is selected by the applicant as the Reference Member State, or RMS. If the RMS proposes to authorize the product, and the other Member States do not raise objections, the product is granted a national MAA in all the Member States where the authorization was sought. Before granting the MAA, the EMA or the competent authorities of the Member States of the EEA make an assessment of the risk-benefit balance of the product on the basis of scientific criteria concerning its quality, safety and efficacy.

Other Regulations

We are also subject to numerous federal, state and local laws relating to such matters as safe working conditions, manufacturing practices, environmental protection, fire hazard control and disposal of hazardous or potentially hazardous substances. We may incur significant costs to comply with such laws and regulations now or in the future.

Employees

We had three full-time employees as of July 31, 2014. None of our employees are represented by any collective bargaining unit. We believe that we maintain good relations with our employees.

Property and Facilities

Our headquarters is currently located in Lexington, Massachusetts, and consists of approximately 2,300 square feet of leased office space under a lease that expires on March 31, 2015. We will require additional space and facilities as our business expands. We believe that suitable additional or alternative space would be available if required in the future on commercially reasonable terms.

Legal Proceedings

From time to time, we may become involved in litigation relating to claims arising from the ordinary course of business. Our management believes that there are currently no claims or actions pending against us, the ultimate disposition of which could have a material adverse effect on our results of operations, financial condition or cash flows.

MANAGEMENT

Directors and Executive Officers

The following table sets forth information regarding our executive officers and directors, including their respective ages and positions as of the date hereof:

Name	Age	Position
Executive Officers:		
David P. Southwell	53	President, Chief Executive Officer and Director
Rudolf Baumgartner, M.D.	55	Executive Vice President and Chief Medical Officer
William K. McVicar, Ph.D.	56	Executive Vice President and Chief Scientific Officer
Non-Management Directors:		
Ittai Harel	47	Director
Paul G Howes	60	Director
Devang V. Kantesaria, M.D.	41	Director
A.N. “Jerry” Karabelas, Ph.D.	61	Director
Isai Peimer	36	Director
Martin Vogelbaum	51	Director

(1) Member of the Compensation Committee.
(2) Member of the Audit Committee.
(3) Member of the Nominating and Corporate Governance Committee.

The following is a biographical summary of the experience of our executive officers and directors:

Executive Officers

David P. Southwell has served as our President and Chief Executive Officer since July 2014, and as one of our directors since August 2014. Mr. Southwell received a B.A. from Rice University and an M.B.A. from Dartmouth College. From March 2010 to October 2012, Mr. Southwell served as Executive Vice President, Chief Financial Officer of Human Genome Sciences, Inc., or Human Genome Sciences, which is owned by GlaxoSmithKline plc. Prior to his time at Human Genome Sciences, Mr. Southwell served as Executive Vice President and Chief Financial Officer of Sepracor Inc. from July 1994 to July 2008. Mr. Southwell has also served on the board of directors of PTC Therapeutics Inc. since December 2005 and THL Credit, Inc. since June 2007. We believe that Mr. Southwell’s qualifications to sit on our board of directors include his broad experience serving on the boards of directors of public companies, his specific experience with public therapeutics companies and his executive leadership, managerial and business experience.

Rudolf Baumgartner, M.D. has served as our Executive Vice President and Chief Medical Officer since June 2007. Dr. Baumgartner received a B.S. and an M.D. from Pennsylvania State University and completed post-doctoral training at the University of Michigan and Johns Hopkins University.

William K. McVicar, Ph.D. joined us in September 2007 as Executive Vice President, Pharmaceutical Development and has served as our Executive Vice President and Chief Scientific Officer since January 2009. Dr. McVicar also served as our interim President from May 2013 until August 2014. Dr. McVicar received a B.S. from the State University of New York at Oneonta and a Ph.D. in Chemistry from the University of Vermont.

Non-Management Directors

Ittai Harel has served as one of our directors since March 2010. Since July 2006, Mr. Harel has served in various roles, most recently as general partner, at Pitango Venture Capital, a provider of seed, growth and late-stage capital for core life sciences and technology companies. In connection with these positions, Mr. Harel currently serves on numerous boards of directors, including Vertos Medical, Inc., Valeritas, Inc., Lifebond Ltd. and EarlySense Ltd., also serving as Chairman of the boards of directors of Lifebond Ltd. and EarlySense Ltd. From February 2002 to June 2006, Mr. Harel held pharmaceutical product development strategy and business development roles at Nektar Therapeutics, including serving as Director of Corporate Development. Mr. Harel received a B.S from Ben Gurion University and an M.B.A. from the Massachusetts Institute of Technology. We believe that Mr. Harel's qualifications to sit on our board of directors include his extensive board and management experience, including with development stage life sciences companies.

Paul G. Howes has served as one of our directors since September 2008. Mr. Howes also served as our President and Chief Executive Officer from September 2008 to May 2013. Prior to his time with us, Mr. Howes served as President of the Americas Region of Bausch + Lomb Incorporated, or Bausch + Lomb, which is owned by Valeant Pharmaceuticals International, Inc., from July 2003 to February 2007. Since May 2013, Mr. Howes has served as a member of the board of directors of various companies including: since May 2013, Kish Bancorp and Kish Bank, a financial conglomerate parent company and its community bank subsidiary; since November 2008, Prevent Blindness America, a vision-related charity for which Mr. Howes has served as Chairman since November 2013; since August 2014, ThromboGenics NV and ThromboGenics Inc., a global integrated biopharmaceutical company and its U.S.-based operating subsidiary. Mr. Howes received an A.B. from Harvard University and an M.B.A. from York University. We believe that Mr. Howes' qualifications to sit on our board of directors include the intimate knowledge of our operations he developed as our President and Chief Executive Officer, his experience working with a public biopharmaceutical company and his executive leadership, managerial and business experience.

Devang V. Kantesaria, M.D. has served as one of our directors since September 2011. Since June 2006, Dr. Kantesaria has been a managing member at Devon Park Associates, LLC, a provider of capital for therapeutics companies which Dr. Kantesaria co-founded. From February 2000 to February 2006, Dr. Kantesaria held venture capital investment and portfolio company development roles at TL Ventures, including as Principal. Dr. Kantesaria received a B.S. from the Massachusetts Institute of Technology and an M.D. from Harvard Medical School. We believe that Dr. Kantesaria's qualifications to sit on our board of directors include his extensive experience in investing in and advising pharmaceutical companies.

A.N. "Jerry" Karabelas, Ph.D. has served as one of our directors since July 2012 and previously served as one of our directors from February 2004 to January 2012, during which time he was the Chairman of our board. Since December 2001, Mr. Karabelas has been a managing member at Care Capital II, LLC and Care Capital III, LLC, or Care Capital, a provider of capital for entrepreneurial private and public companies developing pharmaceuticals. Prior to his work at Care Capital, from July 2000 to September 2001, Mr. Karabelas was Chairman at Novartis BioVentures, which is owned by Novartis AG, or Novartis, a provider of capital for life sciences companies across the biotech, medical devices and diagnostics industries, prior to which Mr. Karabelas was the Chief Executive Officer of Novartis Pharma AG, which is owned by Novartis. In connection with his work at Care Capital, Mr. Karabelas has served on numerous boards of directors of pharmaceutical and therapeutics companies, including Renovo, plc, Vanda Pharmaceuticals, Inc. and NitroMed, Inc. Since June 2013, Mr. Karabelas served as Chairman of Polyphor AG. Mr. Karabelas also served as a member of the boards of directors of SkyePharma, plc from May 2001 to May 2009 and Human Genome Sciences. Mr. Karabelas received a B.S. from the University of New Hampshire and a Ph.D. from the

Massachusetts College of Pharmacy. We believe that Mr. Karabelas' qualifications to sit on our board of directors include his extensive experience in working with publicly held pharmaceuticals companies, advising developing life sciences, therapeutics and pharmaceuticals companies and his executive leadership, managerial and business experience.

Isai Peimer has served as one of our directors since May 2013. He is a principal at MedImmune Ventures Inc., an investment company, a position he has held since August 2010. From September 2009 to August 2010, Mr. Peimer was an associate analyst at AllianceBernstein LP, a global asset management firm. From April 2008 to January 2009, he was a senior associate at Visium Asset Management, LP, a healthcare-focused investment fund. From June 2005 to April 2008, Mr. Peimer worked as an investment banker at J.P. Morgan & Co. and was a management consultant for the pharmaceutical and biotech sectors. In connection with his work at MedImmune Ventures, Inc., Mr. Peimer has served on numerous boards of directors of pharmaceutical and therapeutics companies, including Ambit Biosciences Corp., where he is a member of the Audit and Nominating and Corporate Governance Committees, Adheron Therapeutics Inc., where he is a member of the Compensation and Nominating and Corporate Governance Committees, and Corridor Pharmaceuticals, Inc., where he is a member of the Audit Committee. Mr. Peimer received a B.A. from Emory University and an M.B.A. from Dartmouth College. We believe that Mr. Peimer's qualifications to sit on our board of directors include his experience on numerous committees of boards of directors of pharmaceutical companies and his work in advising developing life sciences companies.

Martin Vogelbaum has served as one of our directors since April 2010. Since May 2005, Mr. Vogelbaum has been a Partner at Rho Ventures, or Rho, a venture capital investment firm focused on companies in the healthcare, information technology, new media and multiple other sectors. Mr. Vogelbaum has served on numerous boards of directors private and public of biopharmaceutical companies, including Cara Therapeutics, Inc., where he has been a director since July 2010, and NephroGenex, Inc. Mr. Vogelbaum has more than twenty years of experience investing in life sciences companies at various stages of development and has co-founded more than a half dozen companies. Mr. Vogelbaum received an A.B. from Columbia University. We believe that Mr. Vogelbaum's qualifications to sit on our board of directors include his experience in investing in and service on boards of directors of public and private biopharmaceuticals and therapeutics companies.

Composition of Our Board of Directors

Our board of directors currently consists of seven members, all of whom were elected pursuant to the board composition provisions of our Stockholders Agreement, which is described under "Certain Relationships and Related Party Transactions—Agreements with our Stockholders" in this prospectus. These board composition provisions will terminate immediately prior to the closing of this offering. Upon the termination of these provisions, there will be no further contractual obligations regarding the election of our directors. Our nominating and governance committee and board of directors may therefore consider a broad range of factors relating to the qualifications and background of nominees, which may include diversity and is not limited to race, gender or national origin. We have no formal policy regarding board diversity. Our nominating and governance committee's and board of directors' priority in selecting board members is identification of persons who will further the interests of our stockholders through his or her established record of professional accomplishment, the ability to contribute positively to the collaborative culture among board members, knowledge of our business, understanding of the competitive landscape and professional and personal experiences and expertise relevant to our growth strategy. Our directors hold office until their successors have been elected and qualified or until the earlier of their resignation or removal.

Our amended and restated certificate of incorporation and amended and restated bylaws that will become effective upon the closing of this offering also provide that our directors may be removed only for cause by the affirmative vote of the holders of at least 75% of the votes that all our stockholders

would be entitled to cast in an annual election of directors, and that any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office.

Director independence. Our board of directors has determined that all members of the board of directors, except Messrs. Howes and Southwell, are independent, as determined in accordance with the rules of The NASDAQ Global Market, or NASDAQ. In making such independence determination, the board of directors considered the relationships that each such non-employee director has with us and all other facts and circumstances that the board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director. In considering the independence of the directors listed above, our board of directors considered the association of our directors with the holders of more than 5% of our common stock. Upon the closing of this offering, we expect that the composition and functioning of our board of directors and each of our committees will comply with all applicable requirements of NASDAQ and the rules and regulations of the SEC. There are no family relationships among any of our directors or executive officers.

Staggered board. In accordance with the terms of our amended and restated certificate of incorporation and amended and restated bylaws that will become effective upon the closing of this offering, our board of directors will be divided into three classes, class I, class II and class III, with each class serving staggered three-year terms. Upon the expiration of the term of a class of directors, directors in that class will be eligible to be elected for a new three-year term at the annual meeting of stockholders in the year in which their term expires.

- Our Class I directors will be and ;
- Our Class II directors will be and ; and
- Our Class III directors will be and .

Our amended and restated certificate of incorporation and amended and restated bylaws that will become effective upon the closing of this offering provide that the authorized number of directors may be changed only by resolution of the board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class shall consist of one third of the board of directors.

The division of our board of directors into three classes with staggered three-year terms may delay or prevent stockholder efforts to effect a change of our management or a change in control.

Board Leadership Structure and Board's Role in Risk Oversight

The positions of our Chairman of the board and Chief Executive Officer are presently separated. Separating these positions allows our Chief Executive Officer to focus on our day-to-day business, while allowing the Chairman of the board to lead the board of directors in its fundamental role of providing advice to and independent oversight of management. Our board of directors recognizes the time, effort and energy that the Chief Executive Officer must devote to his position in the current business environment, as well as the commitment required to serve as our Chairman, particularly as the board of directors' oversight responsibilities continue to grow. Our board of directors also believes that this structure ensures a greater role for the independent directors in the oversight of our company and active participation of the independent directors in setting agendas and establishing priorities and procedures for the work of our board of directors. Our board of directors believes its administration of its risk oversight function has not affected its leadership structure. Although our amended and restated bylaws that will be in effect upon the closing of this offering will not require our Chairman and Chief Executive Officer positions to be separate, our board of directors believes that having separate positions is the appropriate leadership structure for us at this time and demonstrates our commitment to good corporate governance.

Our board of directors oversees the management of risks inherent in the operation of our business and the implementation of our business strategies. Our board of directors performs this oversight role by using several different levels of review. In connection with its reviews of our operations and corporate functions, our board of directors addresses the primary risks associated with those operations and corporate functions. In addition, our board of directors reviews the risks associated with our business strategies periodically throughout the year as part of its consideration of undertaking any such business strategies.

Each of our board committees also oversees the management of our risk that falls within the committee's areas of responsibility. In performing this function, each committee has full access to management, as well as the ability to engage advisors. Our principal financial officer reports to the audit committee and is responsible for identifying, evaluating and implementing risk management controls and methodologies to address any identified risks. In connection with its risk management role, our audit committee meets privately with representatives from our independent registered public accounting firm and our principal financial officer. The audit committee oversees the operation of our risk management program, including the identification of the primary risks associated with our business and periodic updates to such risks, and reports to our board of directors regarding these activities.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and corporate governance committee, each of which operates pursuant to a separate charter adopted by our board of directors. The composition and functioning of all of our committees will comply with all applicable requirements of the Sarbanes-Oxley Act, the Dodd-Frank Act, NASDAQ and SEC rules and regulations.

Audit Committee

currently serve on the audit committee, which is chaired by . Our board of directors has determined that each member of the audit committee is "independent" for audit committee purposes as that term is defined in the rules of the SEC and the applicable rules of NASDAQ. Our board of directors has designated as an "audit committee financial expert," as defined under the applicable rules of the SEC. The audit committee's responsibilities include:

- appointing, approving the compensation of, and assessing the independence of our independent registered public accounting firm;
- approving auditing and permissible non-audit services, and the terms of such services, to be provided by our independent registered public accounting firm;
- reviewing the internal audit plan with the independent registered public accounting firm and members of management responsible for preparing our financial statements;
- reviewing and discussing with management and the independent registered public accounting firm our annual and quarterly financial statements and related disclosures as well as critical accounting policies and practices used by us;
- reviewing the adequacy of our internal control over financial reporting;
- establishing policies and procedures for the receipt and retention of accounting-related complaints and concerns;
- recommending, based upon the audit committee's review and discussions with management and the independent registered public accounting firm, whether our audited financial statements shall be included in our Annual Report on Form 10-K;
- monitoring the integrity of our financial statements and our compliance with legal and regulatory requirements as they relate to our financial statements and accounting matters;
- preparing the audit committee report required by SEC rules to be included in our annual proxy statement;

- reviewing all related party transactions for potential conflict of interest situations and approving all such transactions; and
- reviewing quarterly earnings releases.

Compensation Committee

currently serve on the compensation committee, which is chaired by . Our board of directors has determined that each member of the compensation committee is "independent" as that term is defined in the applicable rules of NASDAQ. The compensation committee's responsibilities include:

- annually reviewing and approving corporate goals and objectives relevant to the compensation of our Chief Executive Officer;
- evaluating the performance of our Chief Executive Officer in light of such corporate goals and objectives and determining the compensation of our Chief Executive Officer;
- reviewing and approving the compensation of our other executive officers;
- reviewing and establishing our overall management compensation, philosophy and policy;
- overseeing and administering our compensation and similar plans;
- evaluating and assessing potential current compensation advisors in accordance with the independence standards identified in the applicable rules of NASDAQ;
- retaining and approving the compensation of any compensation advisors;
- reviewing and approving our policies and procedures for the grant of equity-based awards;
- reviewing and making recommendations to the board of directors with respect to director compensation;
- preparing the compensation committee report required by SEC rules to be included in our annual proxy statement;
- reviewing and discussing with management the compensation discussion and analysis to be included in our annual proxy statement or Annual Report on Form 10-K; and
- reviewing and discussing with the board of directors corporate succession plans for the Chief Executive Officer and other key officers.

Nominating and Corporate Governance Committee

currently serve on the nominating and corporate governance committee, which is chaired by . Our board of directors has determined that each member of the nominating and corporate governance committee is "independent" as that term is defined in the applicable rules of NASDAQ. The nominating and corporate governance committee's responsibilities include:

- developing and recommending to the board of directors criteria for board and committee membership;
- establishing procedures for identifying and evaluating board of director candidates, including nominees recommended by stockholders;
- identifying individuals qualified to become members of the board of directors;
- recommending to the board of directors the persons to be nominated for election as directors and to each of the board's committees;
- developing and recommending to the board of directors a set of corporate governance guidelines; and
- overseeing the evaluation of the board of directors and management.

Our board of directors may establish other committees from time to time.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee has at any time during the prior three years been one of our officers or employees. None of our executive officers currently serves, or in the past fiscal year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Corporate Governance

Prior to the closing of this offering, we will adopt a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions. Following the completion of this offering, a current copy of the code will be posted on the Corporate Governance section of our website, which is located at www.inotekcorp.com. If we make any substantive amendments to, or grant any waivers from, the code of business conduct and ethics for any officer, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K.

EXECUTIVE COMPENSATION

Executive Compensation Overview

Historically, our executive compensation program has reflected our growth and development-oriented corporate culture. To date, the compensation of David P. Southwell, our President and Chief Executive Officer, and the other executive officers identified in the Summary Compensation Table below, has consisted of a combination of base salary, bonuses and long-term incentive compensation in the form of stock options. Our executive officers and all salaried employees are also eligible to receive health and welfare benefits.

As we transition from a private company to a publicly-traded company, we will evaluate our compensation values and philosophy and compensation plans and arrangements as circumstances require. At a minimum, we expect to review executive compensation annually with input from a compensation consultant if and when determined appropriate by the compensation committee. As part of this review process, we expect the board of directors and the compensation committee to apply our values and philosophy, while considering the compensation levels needed to ensure our executive compensation program remains competitive. We will also review whether we are meeting our retention objectives and the potential cost of replacing a key employee.

Compensation Tables

Summary Compensation Table—2013

The following table presents information regarding the total compensation awarded to, earned by, and paid to each of our named executive officers for services rendered in all capacities to us for the year ended December 31, 2013.

Name and principal position	Salary ($)	Bonus ($)	Option awards ($)	Non-equity incentive plan compensation ($)	Total ($)
David P. Southwell(1) *President and Chief Executive Officer*	–	–	–	–	–
Rudolf Baumgartner, M.D. *Executive Vice President and Chief Medical Officer*	322,438	25,000(3)	–	–	347,438
William K. McVicar, Ph.D. *Executive Vice President and Chief Scientific Officer*	290,698	25,000(3)	–	–	315,698
Paul G. Howes(2) *Former President and Chief Executive Officer*	371,289	–	–	–	371,289

(1) Mr. Southwell was not an employee of ours during the year ended December 31, 2013. In connection with the commencement of his employment, Mr. Southwell entered into an employment agreement with us as described below, was granted options to purchase 280,368 shares of our common stock and will receive an annual base salary of $300,000. Subject to certain conditions, 25% of the options we granted to Mr. Southwell vest on the first anniversary of the date of this offering and the remaining 75% of the options we granted to Mr. Southwell vest in equal monthly installments beginning on the first anniversary of this offering with all options becoming vested on August 29, 2018.

(2) Mr. Howes resigned as our President and Chief Executive Officer in May 2013.

(3) Reflects the amount paid under retention bonus agreements we entered into with Dr. Baumgartner and Dr. McVicar. The material terms of these retention agreements are described below in the “Executive Compensation—Employment Agreements with Our Named Executive Officers” section.

Employment Agreements with Our Named Executive Officers

We have entered into employment agreements with certain of our named executive officers. These employment agreements will provide for “at will” employment and contain the additional terms summarized below:

David P. Southwell. On August 11, 2014, we entered into an employment agreement with Mr. Southwell, our President and Chief Executive Officer. Mr. Southwell currently receives a base salary of $300,000, which is subject to review and adjustment in accordance with our corporate policy. Mr. Southwell is eligible for an annual performance bonus with a target amount of 30% of his base salary, pro-rated for 2014 based on Mr. Southwell’s start date with us, payable at the discretion of our board of directors or compensation committee. Mr. Southwell is eligible to participate in our employee benefit plans in effect from time to time, subject to the terms of those plans.

Rudolf Baumgartner, M.D. On May 2, 2007, we entered into an employment agreement with Dr. Baumgartner, our Executive Vice President and Chief Medical Officer, which we amended on December 23, 2008 and October 9, 2009. Dr. Baumgartner currently receives a base salary of $322,438, which is subject to review and adjustment in accordance with our corporate policy. Dr. Baumgartner is eligible for an annual performance bonus with a target amount of 25% of his base salary. Dr. Baumgartner is eligible to participate in our employee benefit plans in effect from time to time, subject to the terms of those plans. We also entered into a retention bonus agreement with Dr. Baumgartner on June 24, 2013 pursuant to which Dr. Baumgartner received a one-time retention bonus payment of $12,500, a one-time milestone bonus payment of $12,500 and, subject to certain terms and conditions, is eligible to receive up to $25,000 in additional bonus payments upon the completion of our Phase 2 trial.

William K. McVicar, Ph.D. On August 23, 2007, we entered into an employment agreement with Dr. McVicar, our Executive Vice President and Chief Scientific Officer, which we amended on December 23, 2008 and October 9, 2009. Dr. McVicar currently receives a base salary of $290,698, which is subject to review and adjustment in accordance with our corporate policy. Dr. McVicar is eligible for an annual performance bonus with a target amount of 20% of his base salary, payable at the discretion of our board of directors. Dr. McVicar is eligible to participate in our employee benefit plans in effect from time to time, subject to the terms of those plans. We also entered into a retention bonus agreement with Dr. McVicar on June 24, 2013 pursuant to which Dr. McVicar received a one-time retention bonus payment of $12,500, a one-time milestone bonus payment of $12,500 and, subject to certain terms and conditions, is eligible to receive up to $25,000 in additional bonus payments upon the completion of our Phase 2 trial.

Involuntary Termination of Employment and Change of Control

Subject to the execution and effectiveness of a separation agreement, including, among other things, a general release of claims, Mr. Southwell will be eligible to receive the following payments and benefits in the event that his employment is terminated by us without cause or he terminates his employment with us for good reason:

- base salary continuation for twelve months;
- if Mr. Southwell is participating in our group health plan immediately prior to the date of termination and elects COBRA health continuation, we will pay him a monthly cash payment equal to the monthly employer contribution we would have made to provide him health insurance if he had remained employed by us until twelve months following the date of termination; and

- the portion of the stock options and other time-based equity awards held by Mr. Southwell as of the date of termination that would have vested in the twelve months following termination of his employment had he remained employed by us through such date shall immediately accelerate and become fully vested as of the date of termination.

Subject to the execution and effectiveness of a separation agreement, including, among other things, a general release of claims, each of Dr. Baumgartner and Dr. McVicar will be eligible to receive the following payments and benefits in the event that his employment is terminated by us without cause:

- base salary continuation for twelve months; and
- with respect to Dr. Baumgartner, a monthly cash payment equal to the monthly employer contribution we would have made to provide him health and dental insurance coverage if he had remained employed by us until twelve months following the date of termination.

The receipt of the severance payments and benefits set forth above shall be conditioned upon the named executive officer not violating the terms of a restrictive covenant agreement.

Subject to the execution and effectiveness of a separation agreement, including, among other things, a general release of claims, each named executive officer will be eligible to receive the payments and benefits set forth below in the event that his employment is terminated by us without cause or the named executive officer terminates his employment with us for good reason, in either case within twelve months after a "change in control." With the exception of the payments and benefits for which Mr. Southwell is eligible, the payments and benefits described below are in addition to, not in lieu of, the payments set forth above. With respect to Mr. Southwell, the payments and benefits described below are in lieu of the payments set forth above.

- A one-time lump payment equal to eighteen months base salary within forty-five days of termination for Mr. Southwell.
- All unvested stock options and other stock-based awards held by the named executive officer as of the date of the termination of such named executive officer's employment shall immediately accelerate and become fully vested as of the date of termination.

The receipt of the severance payments and benefits set forth above shall be conditioned upon the named executive officer not violating the terms of a restrictive covenant agreement.

Definitions

For purposes of the employment agreement with Mr. Southwell, "cause" means:

- material misconduct, deliberate and material violation of our rules or policies or breach of a fiduciary duty owed to us;
- commission of an act of fraud, theft, misappropriation or embezzlement;
- violation of a federal or state securities law;
- conviction of, or pleading *nolo contendre* to, a felony or any other crime involving moral turpitude;
- failure to use reasonable best efforts to consummate a potential change of control of Inotek with one or more potential acquirers following the initiation of a change of control process supported by our board of directors; or
- material breach of any written agreement with us which breach is not cured within ten days of written notice given by us specifying in reasonable detail such breach.

For purposes of the employment agreements with Dr. Baumgartner and Dr. McVicar, “cause” means:

- misconduct, deliberate disregard of our rules or policies or breach of a fiduciary duty to us;
- commission of an act of fraud, theft, misappropriation or embezzlement;
- violation of federal or state securities laws;
- conviction of, or pleading *nolo contendere* to, a felony or any other crime involving moral turpitude; or
- material breach of the employment agreement, any stock option agreement between such named executive officer and us, the confidentiality agreement between such named executive officer and us, or any other written agreement between such named executive officer and us.

For purposes of the employment agreement with Mr. Southwell, “good reason” means the compliance with certain processes and procedures following the occurrence of any of the following events:

- reduction of base salary without the prior consent of such named executive officer other than in connection with and substantially proportionate to our reductions of the compensation of our management employees;
- material diminution in his duties, responsibilities and authorities with us without his prior consent; or
- relocation of our offices more than fifty miles away from the current location without his prior consent.

Notwithstanding the foregoing, in no event shall a named executive officer be deemed to have resigned for good reason unless such named executive officer provides written notice of the reason for such resignation within ninety days of the initial occurrence of such reason and we fail, with such named executive officer’s good faith cooperation, to cure the situation within thirty days following such notice, provided that the resignation must occur no more than thirty days following the end of our cure period.

For the purposes of the employment agreements with Dr. Baumgartner and Dr. McVicar, “good reason” means:

- reduction of compensation due to such named executive officer on the date of his employment agreement that is not part of a reduction applicable to our other senior executives or our failure to pay such named executive officer’s compensation in the time and manner contemplated therein;
- our requirement that such named executive officer relocate to an office more than 50 miles from our current office; or
- material reduction in such named executive officer’s title, responsibilities, duties, reporting relationships or authorities as they exist on the date of each employment agreement.

Notwithstanding the foregoing, in no event shall Dr. Baumgartner or Dr. McVicar be deemed to have resigned for good reason unless such named executive officer provides written notice of the reason for such resignation within ninety days of the initial occurrence of such reason and we fail to cure the situation within thirty days following such notice.

For purposes of the employment agreements with Mr. Southwell, “change in control” means:

- our consolidation or merger into or with any other entity of entities (except such transaction into one of our subsidiaries or in which we are the surviving corporation and the holders of our voting stock outstanding immediately prior to such transaction constitute not less than the holders of a majority of the voting stock outstanding immediately following such transaction);
- our sale, lease, transfer or exclusive license of all or substantially all of our intellectual property relating to *trabodenoson* (other than a sale, lease, transfer or exclusive license of a subsidiary of ours or to an entity in which the holders of our voting stock outstanding immediately prior to such transaction constitute not less than the holders of a majority of the voting stock outstanding immediately following such transaction);
- our sale, lease transfer or exclusive license of substantially all of our assets (other than a sale, lease, transfer or exclusive license of a subsidiary of ours or to an entity in which the holders of our voting stock outstanding immediately prior to such transaction constitute not less than the holders of a majority of the voting stock outstanding immediately following such transaction); or
- the sale, exchange or transfer by our stockholders, in a single transaction or a series of related transactions, of capital stock representing a majority of the voting power at elections of our directors (other than a transaction or series of transactions in which we are the surviving entity and the holders of our voting stock outstanding immediately prior to such transaction or series of transactions constitute not less than the holders of a majority of the voting stock outstanding immediately following such transaction or series of transactions).

Notwithstanding the foregoing, a change in control shall not be deemed to have occurred solely as the result of an acquisition of securities by us which, by reducing the number of shares of voting securities outstanding, increases the proportionate number of voting securities beneficially owned by any person to 50% or more of the combined voting power of all of the then outstanding voting securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of voting securities (other than pursuant to a stock split, stock dividend or similar transaction or as a result of an acquisition of securities directly from us) and immediately thereafter beneficially owns 50% or more of the combined voting power of all of the then outstanding voting securities, then a change in control shall be deemed to have occurred.

For the purposes of the employment agreements with Dr. Baumgartner and Dr. McVicar, “change in control” means:

- a sale of the company by merger in which our stockholders in their capacity as such no longer own a majority of our or our successor’s outstanding equity securities;
- any sale of all or substantially all of our assets or capital stock (other than in a spin-off or similar transaction); or
- any other acquisition of our business, as determined by our board of directors.

Outstanding Equity Awards at Fiscal Year-End Table—2013

The following table summarizes, for each of our named executive officers, the number of shares of common stock underlying outstanding stock options and restricted common stock held as of December 31, 2013.

	Option Awards		
Name	Number of securities underlying unexercised options (#) exercisable (1)	Per share option exercise price ($)	Option expiration date
David P. Southwell	–	–	–
Rudolf Baumgartner, M.D.	8,810	$ 10.00	6/3/2017
	805	$ 10.00	3/20/2018
William K. McVicar, Ph.D.	5,150	$ 10.00	9/18/2017
	1,880	$ 10.00	12/31/2018
	470	$ 10.00	3/20/2018
Paul G. Howes	2,500	$ 10.00	8/31/2018

(1) All options held by our named executive officers are fully vested as of December 31, 2013.

Director Compensation

The following table presents the total compensation for each person who served as a member of our board of directors during 2013. Other than as set forth in the table and described more fully below, we did not pay any compensation, make any equity awards or non-equity awards to, or pay any other compensation to any of the non-employee members of our board of directors in 2013. David P. Southwell, who is also our President and Chief Executive Officer, receives no compensation for his service as a director, and, consequently, is not included in this table.

We intend to put in place a formal director compensation policy for all of our non-employee directors prior to the closing of this offering.

Director Compensation Table—2013

Director name(1)	Fees earned or paid in cash ($)	Option awards ($)	All other compensation ($)	Total ($)
William Bertrand(2)	–	–	–	–
Ittai Harel	–	–	–	–
Paul G. Howes	–	–		
Devang V. Kantesaria, M.D.			–	
A.N. “Jerry” Karabelas, Ph.D.	–	–	–	–
Michael Loberg, Ph.D.(3)	–	–	–	–
Isai Peimer	–	–	–	–
Martin Vogelbaum	–	–	–	–

(1) As of December 31, 2013, none of our directors as of such date held stock awards and only the following directors as of such date held any stock options: Mr. Howes held 25,000 stock options and Dr. Loberg held 3,109 stock options.
(2) Mr. Bertrand resigned from our board of directors in May 2013.
(3) Dr. Loberg resigned from our board of directors in July 2014.

Compensation Risk Assessment

We believe that although a portion of the compensation provided to our executive officers and other employees is performance-based, our executive compensation program does not encourage excessive or unnecessary risk taking. This is primarily due to the fact that our compensation programs are designed to encourage our executive officers and other employees to remain focused on both short-term and long-term strategic goals, in particular in connection with our pay-for-performance compensation philosophy. As a result, we do not believe that our compensation programs are reasonably likely to have a material adverse effect on us.

Equity Compensation Plans and Other Benefit Plans

The equity incentive plans described in this section are our 2004 Stock Option and Incentive Plan, or the 2004 Plan and our 2014 Stock Option and Incentive Plan, or 2014 Plan. Prior to this offering, we granted awards to eligible participants under the 2004 Plan until its expiration date in February 2014 and the 2014 Plan. We expect to continue to grant awards to eligible participants under the 2014 Plan following the closing of this offering. The following descriptions of certain transactions, payments and other matters contemplated by the 2004 Plan and the 2014 Plan are summaries only. They do not purport to be complete and are qualified, in all respects, by the actual provisions of the 2004 Plan and the 2014 Plan.

2004 Plan

The 2004 Plan was approved by our board of directors and our stockholders on February 10, 2004 and was amended in August 2005 and in September 2008. The 2004 Plan provides for the grant of incentive stock options, as defined under Section 422 of the Code, and for the grant of non-statutory stock options, restricted stock and other equity interests to our employees, officer, directors, consultants and advisors.

As of June 30, 2014, options to purchase a total of 48,137 shares of common stock, with a weighted average exercise price of $10.00 per share, remained outstanding under the 2004 Plan. The 2004 Plan has expired and we therefore no longer issue any additional awards under the 2004 Plan.

Although no future awards may be granted under the 2004 Plan, all grants previously granted under the 2004 Plan will continue to be outstanding and will be governed under the terms and conditions of the 2004 Plan. Our 2004 Plan is administered by our board of directors. Our board of directors has the authority to accelerate the exercisability or vesting of any award and to determine the specific terms and conditions of each award, subject to the provisions of the 2004 Plan. All stock option awards that were granted pursuant to the 2004 Plan are covered by an option agreement, and all restricted stock awards that were granted pursuant to the 2004 Plan are covered by a restricted stock purchase agreement.

The 2004 Plan provides that upon the occurrence of an “Acquisition,” as defined in the 2004 Plan, the board of directors of the surviving or acquiring entity shall, as to outstanding awards, make appropriate provision for the continuation of such awards or the assumption of such awards by the surviving or acquiring entity, or by substituting on an equitable basis for the shares subject to the awards either the consideration payable in the Acquisition, stock of the surviving corporation or securities or other consideration as our board of directors deems appropriate with a fair market value not materially different from the stock subject to such awards immediately prior to the acquisition. Our board of directors may also provide that outstanding options must be exercised within a specified number of days, after which the options shall terminate or provide that one or more awards shall be terminated in exchange for a cash payment equal to the excess of the fair market value of the shares over the exercise price thereof.

Our board of directors may amend, alter, suspend or terminate the 2004 Plan at any time. Our board of directors may also amend, modify or terminate any outstanding award, provided that no amendment to an award may materially impair any of the rights of a participant under any awards previously granted without his or her written consent.

2014 Plan

On 2014, our board of directors adopted and our stockholders approved our 2014 Plan to replace the 2004 Plan. Our 2014 Plan provides us flexibility to use various equity-based incentive and other awards as compensation tools to motivate our workforce. These tools include stock options, stock appreciation rights, restricted stock, restricted stock units, unrestricted stock, performance share awards, cash-based awards and dividend equivalent rights. The 2014 Plan will become effective on the date immediately preceding the closing of this offering.

We have initially reserved shares of common stock for the issuance of awards under the 2014 Plan. The shares we issue pursuant to awards granted under the 2014 Plan will be authorized but unissued shares or shares that we reacquire. The shares of common stock underlying any awards that are forfeited, cancelled, held back upon exercise or settlement of an award to satisfy the exercise price or tax withholding, reacquired by us prior to vesting, satisfied without any issuance of common stock, expire or are otherwise terminated (other than by exercise) under the 2014 Plan and the 2004 Plan will be added back to the shares available for issuance under the 2014 Plan.

Under the 2014 Plan, stock options or stock appreciation rights with respect to no more than shares of common stock may be granted to any one individual in any one calendar year and the maximum number of shares that may be issued in the form of incentive stock options in any one calendar year period may not exceed shares.

The 2014 Plan will be administered by the compensation committee. The compensation committee has full power to select, from among the individuals eligible for awards, the individuals to whom awards will be granted, to make any combination of awards to participants, and to determine the specific terms and conditions of each award, subject to the provisions of the 2014 Plan. Full and part-time officers, employees, non-employee directors and other key persons (including consultants) as selected from time to time by our compensation committee will be eligible to participate in the 2014 Plan.

The 2014 Plan permits the granting of both options to purchase common stock intended to qualify as incentive stock options under Section 422 of the Code and options that do not so qualify. The exercise price of each stock option will be determined by the compensation committee but may not be less than 100% of the fair market value of our common stock on the date of grant or, in the case of an incentive stock option granted to a 10% owner, less than 110% of the fair market value of our common stock on the date of grant. The term of each stock option will be fixed by the compensation committee and may not exceed 10 years from the date of grant (or five years in the case of an incentive stock option granted to a 10% owner). The compensation committee will determine at what time or times each option may be exercised.

The compensation committee may award stock appreciation rights subject to such conditions and restrictions as it may determine. Stock appreciation rights entitle the recipient to shares of common stock, or cash, equal to the value of the appreciation in our stock price over the exercise price. The exercise price of each stock appreciation right may not be less than 100% of fair market value of the common stock on the date of grant.

The compensation committee may award restricted shares of common stock or restricted stock units to participants subject to such conditions and restrictions as it may determine. These conditions and restrictions may include the achievement of certain performance goals and/or continued

employment or service with us through a specified vesting period. The compensation committee may also grant cash-based awards to participants subject to such conditions and restrictions as it may determine. The compensation committee may also grant shares of common stock that are free from any restrictions under the 2014 Plan. Unrestricted stock may be granted to participants in recognition of past services or for other valid consideration and may be issued in lieu of cash compensation due to such participant.

The compensation committee may grant performance share awards to participants that entitle the recipient to receive awards of common stock upon the achievement of certain performance goals and such other conditions as our compensation committee shall determine. Our compensation committee may grant dividend equivalent rights right to participants that entitle the recipient to receive credits for dividends that would be paid if the recipient held a specified number of shares of common stock.

The compensation committee may grant cash bonuses under the 2014 Plan to participants, subject to the achievement of certain performance goals.

The compensation committee may grant awards of restricted stock, restricted stock units, performance shares or cash-based awards to participants that are intended to qualify as “performance-based compensation” under Section 162(m) of the Code. Such awards will only vest or become payable upon the attainment of performance goals that are established by our compensation committee and related to one or more performance criteria. The performance criteria that could be used with respect to any such awards include: total shareholder return, earnings before interest, taxes, depreciation and amortization, net income (loss) (either before or after interest, taxes, depreciation and/or amortization), changes in the market price of our common stock, economic value-added, funds from operations or similar measure, sales or revenue, acquisitions or strategic transactions, operating income (loss), cash flow (including, but not limited to, operating cash flow and free cash flow), return on capital, assets, equity, or investment, return on sales, gross or net profit levels, productivity, expense, margins, operating efficiency, customer satisfaction, working capital, earnings (loss) per share of common stock, sales or market shares and number of customers, any of which may be measured either in absolute terms or as compared to any incremental increase or as compared to results of a peer group. From and after the time that we become subject to Section 162(m) of the Code, the maximum award that is intended to qualify as “performance-based compensation” under Section 162(m) of the Code that may be made to any one employee during any one calendar year period is shares with respect to a stock-based award and $ with respect to a cash-based award.

The 2014 Plan provides that, upon the effectiveness, of a “sale event,” as defined in the 2014 Plan, the successor entity may assume, continue or substitute for outstanding awards, as appropriately adjusted. To the extent that awards are not assumed or continued or substituted by the successor entity, all awards granted under the 2014 Plan shall terminate. In addition, in connection with the termination of the 2014 Plan upon a sale event, we may make or provide for a cash payment to participants holding options and stock appreciation rights, equal to the difference between the per share cash consideration payable to stockholders in the sale event and the exercise price of the options or stock appreciation rights.

Our board of directors may amend or discontinue the 2014 Plan and our compensation committee may amend or cancel outstanding awards for purposes of satisfying changes in law or any other lawful purpose, including option repricing, but no such action may adversely affect rights under an award without the holder’s consent. Certain amendments to the 2014 Plan may require the approval of our stockholders.

No awards may be granted under the 2014 Plan after the date that is ten years from the date of stockholder approval of the 2014 Plan. No awards under the 2014 Plan have been made prior to the date hereof.

Amended and Restated 2014 Management Incentive Plan

The Company adopted the Amended and Restated 2014 Management Incentive Plan, or the MIP, in August 2014, in which certain of our named executive officers participate. Pursuant to the MIP, upon a "change in control" (as defined in the MIP), a bonus pool will be created from the proceeds received in connection with such change in control (ranging from 7 percent to 9.75 percent of transaction proceeds, depending upon the level of transaction proceeds received in the transaction), and each participant is entitled to receive a bonus equal to a certain percentage of such bonus pool. The MIP terminates automatically upon the earliest of (i) March 31, 2015 (unless a change in control has occurred prior to such date), (ii) the closing of our initial public offering, (iii) the closing of a qualified financing, as defined in the MIP, and (iv) the date all amounts to be paid under the MIP following a change in control have been paid. Accordingly, the MIP will automatically terminate upon the closing of this offering in accordance with its terms.

Limitations on Liability and Indemnification Matters

Section 145 of the Delaware General Corporation Law, or the DGCL, authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

We have adopted provisions in our certificate of incorporation and bylaws to be in effect upon the closing of this offering that limit or eliminate the personal liability of our directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to us or our stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, our bylaws provide that:

- we will indemnify our directors, officers and, in the discretion of our board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and

- we will advance reasonable expenses, including attorneys' fees, to our directors and, in the discretion of our board of directors, to our officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of us, subject to limited exceptions.

Additionally, each of our directors may have certain rights to indemnification, advancement of expenses and/or insurance provided by their affiliates, which indemnification relates to and might apply to the same proceedings arising out of such director's services as a director referenced herein. Nonetheless, we have agreed in the indemnification agreements that our obligations to those same directors are primary and any obligation of the affiliates of those directors to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

We also maintain general liability insurance which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Other than compensation arrangements, we describe below transactions and series of similar transactions, since January 1, 2011, which includes our last three full fiscal years, to which we were a party or will be a party, in which:

- the amounts involved exceeded or will exceed $120,000; and
- any of our directors, executive officers or holders of more than 5% of our capital stock, or any member of the immediate family of the foregoing persons, had or will have a direct or indirect material interest.

Compensation arrangements for our directors and named executive officers are described elsewhere in this prospectus.

Sales and Purchases of Securities

Equity Financings

In June 2010, we entered into a securities purchase agreement pursuant to which we issued to certain investors shares an aggregate of 9,477,907 of our Series AA Preferred Stock in two separate closings at a price of approximately $1.529 per share, as amended, or the 2010 Series AA Purchase Agreement. In May 2011, we issued to certain investors an additional aggregate of 2,329,464 shares of our Series AA Preferred Stock as a result of our attainment of certain milestones under the 2010 Series AA Purchase Agreement. In June 2011, we issued to certain investors an additional aggregate of 3,651,425 shares of our Series AA Preferred Stock pursuant to an elective extension of the 2010 Series AA Purchase Agreement.

The following table summarizes the participation in the 2010 Series AA Preferred Stock financing by any of our directors, executive officers, holders of more than 5% of our voting securities, or any member of the immediate family of the foregoing persons, since January 1, 2011.

Name	Shares of Series AA Preferred Stock	Aggregate Purchase Price Paid
Devon Park Bioventures, L.P.(1)	1,677,097	$ 2,565,746
Pitango Venture Capital Fund IV L.P.(2)	984,987	$ 1,506,907
Pitango Venture Capital Fund Principals L.P.(2)	21,271	$ 32,541
Care Capital Investments III, LP(3)	989,729	$ 1,514,160
Care Capital Offshore Investments III, LP(3)	16,529	$ 25,297
Rho Management Trust I(4)	294,404	$ 450,400
Rho Ventures IV, L.P.(4)	135,120	$ 206,716
Rho Ventures IV (QP), L.P.(4)	318,105	$ 486,661
Rho Ventures IV GmbH & Co. BETEILIGUNGS KG(4)	331,513	$ 507,172
MedImmune Ventures, Inc.(5)	905,633	$ 1,385,503

(1) Devang V. Kantesaria, a member of our board of directors, is a managing member of Devon Park Associates, LLC, of which Devon Park Bioventures, L.P. is an affiliated fund.
(2) Ittai Harel, a member of our board of directors, is a general partner with Pitango Venture Capital, of which Pitango Venture Capital Fund IV L.P. and Pitango Venture Capital Fund Principals L.P. are affiliated funds.
(3) A.N. “Jerry” Karabelas, a member of our board of directors, is a managing member at Care Capital II, LLC and Care Capital III, LLC, of which Care Capital Investments III, LP and Care Capital Offshore Investments III, LP are affiliated funds.

(4) Martin Vogelbaum, a member of our board of directors, is a Partner at Rho Ventures IV Holdings, LLC, of which Rho Management Trust I, Rho Ventures IV, L.P, Rho Ventures IV (QP), L.P., and Rho Ventures IV GmbH & Co. BETEILIGUNGS KG are affiliated funds.
(5) Isai Peimer, a member of our board of directors, is a Principal of MedImmune Ventures, Inc.

In July 2012, we issued unsecured convertible promissory notes in a private placement for aggregate proceeds of $1.5 million. In November 2012, we issued unsecured convertible promissory notes in a private placement for aggregate proceeds of $1.0 million. In February 2013, we issued unsecured convertible promissory notes in a private placement for aggregate proceeds of $1.0 million. In June 2013, we entered into a securities purchase agreement pursuant to which the promissory notes were converted into 2,677,731 shares of Series AA Preferred Stock in accordance with their terms at a price of $1.3761 per share and we issued to certain investors an additional aggregate of 5,687,991 shares of our Series AA Preferred Stock at a price of $1.529 per share, or the 2013 Series AA Purchase Agreement. In July 2013, we issued an additional aggregate of 852,230 shares of our Series AA Preferred Stock to certain investors and warrants to purchase 852,230 shares of our Series AA Preferred Stock at an exercise price of $0.01 per share, which will terminate upon the closing of this offering, pursuant to the 2013 Series AA Purchase Agreement.

The following table summarizes the participation in the 2013 Series AA Preferred Stock financing by any of our directors, executive officers, holders of more than 5% of our voting securities, or any member of the immediate family of the foregoing persons.

Name	Principal Amount of Convertible Promissory Notes	Shares of Series AA Preferred Stock	Warrants to Purchase Series AA Preferred Stock	Aggregate Purchase Price Paid
Devon Park Bioventures, L.P.(1)	968,789	2,852,631	301,141	$4,248,346.76
Pitango Venture Capital Fund IV L.P.(2)	568,986	988,183	–	$1,444,372.91
Pitango Venture Capital Fund Principals L.P.(2)	12,287	21,319	–	$ 31,161.02
Care Capital Investments III, LP(3)	571,726	1,683,490	177,717	$2,507,174.01
Care Capital Offshore Investments III, LP(3)	9,548	28,115	2,968	$ 41,870.35
Rho Ventures IV Holdings, LLC(4)	182,366	536,983	56,687	$ 799,713.93
Rho Ventures IV, L.P.(4)	83,699	246,453	26,017	$ 367,036.97
Rho Ventures IV (QP), L.P.(4)	197,047	580,211	61,251	$ 864,093.40
Rho Ventures IV GmbH & Co. BETEILIGUNGS KG(4)	205,353	604,668	63,833	$ 900,515.95
MedImmune Ventures, Inc.(5)	523,146	1,540,444	162,616	$2,294,139.87

(1) Devang V. Kantesaria, a member of our board of directors, is a managing member of Devon Park Associates, LLC, of which Devon Park Bioventures, L.P. is an affiliated fund.
(2) Ittai Harel, a member of our board of directors, is a general partner with Pitango Venture Capital, of which Pitango Venture Capital Fund IV L.P. and Pitango Venture Capital Fund Principals L.P. are affiliated funds.
(3) A.N. “Jerry” Karabelas, a member of our board of directors, is a managing member at Care Capital II, LLC and Care Capital III, LLC, of which Care Capital Investments III, LP and Care Capital Offshore Investments III, LP are affiliated funds.
(4) Martin Vogelbaum, a member of our board of directors, is a Partner at Rho Ventures IV Holdings, LLC, of which Rho Ventures IV, L.P, Rho Ventures IV (QP), L.P., and Rho Ventures IV GmbH & Co. BETEILIGUNGS KG are affiliated funds.
(5) Isai Peimer, a member of our board of directors, is a Principal of MedImmune Ventures, Inc.

Agreements With Our Stockholders

In connection with our preferred stock financings, we entered into an investor rights agreement and a stockholders agreement, in each case, with the purchasers of our preferred stock and, in the case of the stockholders agreement, certain holders of our common stock. Our third amended and restated investor rights agreement, or Investor Rights Agreement, provides those certain holders of our preferred stock with the right to demand that we file a registration statement, subject to certain limitations, and to request that their shares be covered by a registration statement that we are otherwise filing. See “Description of Capital Stock—Registration Rights” for additional information.

Our third amended and restated stockholders agreement, as amended, or Stockholders Agreement, provides for rights of first refusal, co-sale and drag along rights in respect of sales by certain holders of our capital stock. The Stockholders Agreement further provides certain holders of our capital stock with a participation right to purchase their *pro rata* share of new securities that we may propose to sell and issue, subject to certain exceptions. Further, the Stockholders Agreement contains provisions with respect to the election of our board of directors and its composition.

The rights under each of the Investor Rights Agreement and the Stockholders Agreement will terminate upon the closing of this offering, other than certain registration rights for certain holders of our preferred stock described below.

Indemnification Agreements

Our Fifth Amended and Restated Certificate of Incorporation and our bylaws, as amended, provide that we shall indemnify our directors and officers to the fullest extent permitted by law. In addition, we have previously entered into and intend to enter into new agreements to indemnify our directors and executive officers. These agreements will, among other things, indemnify these individuals for certain expenses (including attorneys’ fees), judgments, fines and settlement amounts reasonably incurred by such person in any action or proceeding, including any action by or in our right, on account of any services undertaken by such person on behalf of us or that person’s status as a member of our board of directors.

Policies for Approval of Related Party Transactions

Following the closing of this offering, the audit committee of our board of directors will have the primary responsibility for reviewing and approving or disapproving “related party transactions,” which are transactions between us and related persons in which the aggregate amount involved exceeds or may be expected to exceed $120,000 and in which a related person has or will have a direct or indirect material interest. For purposes of this policy, a related person will be defined as a director, executive officer, nominee for director or greater than 5% beneficial owner of our common stock, in each case since the beginning of the most recently completed year, and their immediate family members. Our audit committee charter will provide that the audit committee shall review and approve or disapprove any related party transactions. As of the date of this prospectus, we have not adopted any formal standards, policies or procedures governing the review and approval of related party transactions, but we expect that our audit committee will do so in the future.

All of the transactions described above were entered into prior to the adoption of this policy. Accordingly, each was approved by disinterested members of our board of directors after making a determination that the transaction was executed on terms no less favorable than those that could have been obtained from an unrelated third party.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information known to us regarding beneficial ownership of our capital stock as of June 30, 2014, as adjusted to reflect the sale of common stock offered by us in this offering, for:

- each person, or group of affiliated persons, known by us to be the beneficial owner of more than 5% of our capital stock;
- our named executive officers;
- each of our other directors; and
- all executive officers and directors as a group.

Beneficial ownership is determined in accordance with the rules of the SEC. A person is deemed to be a beneficial holder of our common stock if that person has or shares voting power, which includes the power to vote or direct the voting of our common stock, or investment power, which includes the power to dispose of or to direct the disposition of such capital stock. Except as noted by footnote, and subject to community property laws where applicable, we believe based on the information provided to us that the persons and entities named in the table below have sole voting and investment power with respect to all common stock shown as beneficially owned by them.

The table lists applicable percentage ownership based on 34,590,552 shares of common stock outstanding as of June 30, 2014, and assumes the conversion of all of our outstanding 25,097,103 shares of preferred stock, including all accrued and unpaid dividends thereon, into 30,450,953 shares of common stock, which will occur immediately prior to the closing of this offering. Shares of common stock that may be acquired by an individual or group within 60 days of June 30, 2014, pursuant to the exercise of options, warrants or other rights, are deemed to be beneficially owned by the persons holding these options for the purpose of computing percentage ownership of that person, but are not treated as outstanding for the purpose of computing any other person's ownership percentage. The column entitled "Percentage of Shares Beneficially Owned— After this Offering (No Exercise of the Underwriters' Option)" is based on shares of our common stock outstanding after this offering, including the shares of our common stock that we are selling in this offering and assumes no exercise of the underwriters' option. The column entitled "Percentage of Shares Beneficially Owned—After this Offering (Full Exercise of the Underwriters' Option)" is based on shares of our common stock outstanding after this offering, including the shares of our common stock that we are selling in this offering and assumes the exercise in full of the underwriter's option to purchase additional shares to cover overallotments.

Unless otherwise noted below, the address of each person listed on the table is c/o Inotek Pharmaceuticals Corporation, 131 Hartwell Avenue, Suite 105, Lexington, MA 02421.

Name and address of beneficial owner	Number of Shares Beneficially Owned Prior to this Offering	Percentage of Shares Beneficially Owned		
		Prior to this Offering	After this Offering (No Exercise of the Underwriters' Option)	After this Offering (Full Exercise of the Underwriters' Option)
5% Stockholders				
Devon Park Bioventures, L.P.(1)	7,432,720	25.2%		
Rho Ventures Entities(2)	6,074,239	20.7%		
Care Capital Entities(3)	5,332,540	18.2%		
MedImmune Ventures, Inc.(4)	4,780,276	16.3%		
Pitango Venture Capital Fund Entities(5)	3,466,213	11.9%		
Named executive officers and directors				
David P. Southwell	0	*		
Rudolf Baumgartner, M.D.(6)	519,452	1.8%		
William K. McVicar, Ph.D.(7)	438,932	1.5%		
Ittai Harel	0	*		
Paul G Howes(8)	436,830	1.5%		
Devang V. Kantesaria, M.D(1).	7,432,720	25.2%		
A.N. "Jerry" Karabelas, Ph.D.(3)	5,332,540	18.2%		
Isai Peimer(4)	4,780,276	16.3%		
Martin Vogelbaum(2)	0	*		
All directors and executive officers as a group (10 persons)	18,940,750	64.5%		

* Represents beneficial ownership of less than one percent.

(1) Consists of (a) 7,131,579 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock and (b) 301,141 shares of common stock issuable upon the exercise of warrants within 60 days as of June 30, 2014, held by Devon Park Bioventures, L.P. The general partner of Devon Park Bioventures, L.P. is Devon Park Associates, L.P. and Devon Park Associates, LLC is the general partner of Devon Park Associates, L.P. Messrs. Devang V. Kantesaria, a member of our board, Christopher Moller and Marc Ostro are the managing members of Devon Park Associates, LLC. Each such managing director may be deemed to have shared voting and investment power over the shares held by Devon Park Bioventures, L.P. as described above. The address for Devon Park Bioventures, L.P. is 1400 Liberty Ridge Drive, Suite 103, Wayne, Pennsylvania, 19087.

(2) Consists of (a) 1,790,540 shares beneficially owned by Rho Ventures IV (QP), L.P. ("Rho QP"), (b) 1,866,010 shares beneficially owned by Rho Ventures IV GmbH & Co. BETEILIGUNGS KG ("Rho GmbH"), (c) 1,657,132 shares beneficially owned by Rho Ventures IV Holdings LLC ("Rho Holdings"), (d) 338,789 shares beneficially owned by Rho Ventures IV, L.P. ("Rho IV") and (e) 421,768 shares beneficially owned by Rho Ventures IV-A, L.P. ("Rho IV-A"). Rho QP's shares consist of (a) 1,450,530 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock, (b) 278,759 shares of common stock and (c) 61,251 shares of common stock issuable upon the exercise of warrants within 60 days as of June 30, 2014. Rho GmbH's shares consist of (a) 1,511,669 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock, (b) 290,508 shares of common stock and (c) 63,833 shares of common stock issuable upon the exercise of warrants within 60 days as of

June 30, 2014. Rho Holdings' shares consist of (a) 1,342,456 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock, (b) 257,989 shares of common stock and (c) 56,687 shares of common stock issuable upon the exercise of warrants within 60 days as of June 30, 2014. Rho IV's shares consist of (a) 274,457 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock, (b) 52,743 shares of common stock and (c) 11,589 shares of common stock issuable upon the exercise of warrants within 60 days as of June 30, 2014. Rho IV-A's shares consist of (a) 341,677 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock, (b) 65,663 shares of common stock and (c) 14,428 shares of common stock issuable upon the exercise of warrants within 60 days of June 30, 2014. The voting and dispositive decisions with respect to the shares held by Rho IV, Rho Holdings, Rho IV-A, and Rho QP are made by the following managing members of their general partner, Rho Management Ventures IV, L.L.C.: Mark Leschly, Habib Kairouz and Joshua Ruch. The voting and dispositive decisions with respect to the shares held by Rho GmbH are made by the following managing directors of its general partner, Rho Capital Partners Verwaltungs GmbH: Mark Leschly, Habib Kairouz and Joshua Ruch. Martin Vogelbaum, one of our directors, is a non-managing member of Rho Management Ventures IV, L.L.C. and does not have voting or dispositive power with respect to the shares held by Rho QP, Rho GmbH, Rho Holdings, Rho IV or Rho IV-A. The address for the Rho Venture Entities is 152 West 57th Street, 23rd Floor, New York, New York 10019.

(3) Consists of (a) 2,277,674 shares beneficially owned by Care Capital Investments II, LP ("Investments II"), (b) 2,850,936 shares beneficially owned by Care Capital Investments III, L.P. ("Investments III"), (c) 156,318 shares beneficially owned by Care Capital Offshore Investments II, LP ("Offshore II") and (d) 47,612 shares beneficially owned by Care Capital Offshore Investments III, LP ("Offshore III"). Investments II's shares consist of (a) 1,460,829 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock and (b) 816,845 shares of common stock. Investments III's shares consist of (a) 2,673,219 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock and (b) 177,717 shares of common stock issuable upon the exercise of warrants within 60 days as of June 30, 2014. Offshore II's shares consist of (a) 100,281 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock and (b) 56,037 shares of common stock. Offshore III's shares consist of 44,644 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock and (b) 2,968 shares of common stock issuable upon the exercise of warrants within 60 days as of June 30, 2014. The voting and disposition of the shares held by Investments II and Offshore II is determined by the following managing members of their general partner, Care Capital II, LLC: A.N. "Jerry" Karabelas, Ph.D., a member of our Board of Directors, Jan Leschly and David R. Ramsay. The voting and disposition of the shares held by Investments III and Offshore III is determined by the following managing members of their general partner, Care Capital III, LLC: A.N. "Jerry" Karabelas, Ph.D., a member of our Board of Directors, Jan Leschly, Richard Markham and David R. Ramsay. The address of the Care Capital Entities is 47 Hull Street, Suite 310, Princeton, New Jersey 08540.

(4) Consists of (a) 3,851,076 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock, (b) 766,584 shares of common stock and (c) 162,616 shares of common stock issuable upon the exercise of warrants within 60 days of June 30, 2014. Isai Peimer, a member of our Board of Directors, is a Principal of MedImmune Ventures, Inc. The address of MedImmune Ventures, Inc. is 1 MedImmune Way, Gaithersburg, Maryland 20878.

(5) Consists of (a) 3,392,964 shares beneficially owned by Pitango Venture Capital Fund IV L.P. ("Pitango Fund IV") and 73,249 shares beneficially owned by Pitango Venture Capital Fund Principals IV L.P. ("Pitango Principals"). Pitango Fund IV's shares consist of (a) 2,619,795 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock and (b) 773,169 shares of common stock. Pitango Principals' shares consist of (a) 56,553 shares of common stock upon conversion of our outstanding Series AA convertible preferred stock and

(b) 16,696 shares of common stock. The general partner and manager of Pitango Fund IV and Pitango Principals is Pitango V.C. Fund IV, L.P., whose general partner is Pitango G.P. Capital Holdings Ltd., an Israeli company owned indirectly (through personal holding entities) by each of the following individuals: Rami Kalish, Chemi J. Peres, Aaron Mankovski, Isaac Hillel, Rami Beracha and Zeev Binman. These individuals share voting and dispositive power, but none of them has sole voting or dispositive power, over the shares held by Pitango Fund IV and Pitango Principals. Ittai Harel, a member of our Board of Directors, is a general partner with Pitango Venture Capital. The address of the Pitango Fund IV and Pitango Principals is 11 Hamenofim Street, Building B, Herzliya Pituach 46725, Israel.

(6) Consists of (a) 509,837 shares of common stock upon conversion of our outstanding Series X convertible preferred stock and (b) 9,615 shares of common stock issuable upon the exercise of options exercisable within 60 days after June 30, 2014.

(7) Consists of (a) 431,432 shares of common stock upon conversion of our outstanding Series X convertible preferred stock and (b) 7,500 shares of common stock issuable upon the exercise of options exercisable within 60 days after June 30, 2014.

(8) Consists of (a) 411,830 shares of common stock upon conversion of our outstanding Series X convertible preferred stock and (b) 25,000 shares of common stock issuable upon the exercise of options exercisable within 60 days after June 30, 2014.

DESCRIPTION OF CAPITAL STOCK

The following descriptions are summaries of the material terms of our amended and restated certificate of incorporation and amended and restated bylaws, which will be effective upon closing of this offering. The descriptions of the common stock and preferred stock give effect to changes to our capital structure that will occur immediately prior to the closing of this offering. We refer in this section to our amended and restated certificate of incorporation as our certificate of incorporation, and we refer to our amended and restated bylaws as our bylaws.

General

Upon the closing of this offering, our authorized capital stock will consist of shares of common stock, par value $0.01 per share, and shares of preferred stock, par value $0.001 per share, all of which shares of preferred stock will be undesignated.

As of June 30, 2014, 4,139,599 shares of our common stock were outstanding and held by 34 stockholders of record. In addition, as of June 30, 2014, 25,097,103 shares of preferred stock were outstanding and, with all accrued and unpaid dividends thereon, will convert into 30,450,953 shares of common stock upon the closing of this offering. Further, as of June 30, 2014, we had outstanding options to purchase 48,137 shares of our common stock, at a weighted average exercise price of $10.00 per share, all of which were exercisable and outstanding.

Common Stock

The holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of the stockholders. The holders of our common stock do not have any cumulative voting rights. Holders of our common stock are entitled to receive ratably any dividends declared by the board of directors out of funds legally available for that purpose, subject to any preferential dividend rights of any outstanding preferred stock. Our common stock has no preemptive rights, conversion rights or other subscription rights or redemption or sinking fund provisions.

In the event of our liquidation, dissolution or winding up, holders of our common stock will be entitled to share ratably in all assets remaining after payment of all debts and other liabilities and any liquidation preference of any outstanding preferred stock. The shares to be issued by us in this offering will be, when issued and paid for, validly issued, fully paid and non-assessable.

Preferred Stock

Immediately prior to the closing of this offering, all outstanding shares of our preferred stock, including all accrued and unpaid dividends thereon, will be converted into shares of our common stock. Immediately prior to the closing of this offering, our Fifth Amended and Restated Certificate of Incorporation will be amended and restated to, among other things, delete all references to such shares of preferred stock. Upon the closing of this offering, our board of directors will have the authority, without further action by our stockholders, to issue up to shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting, or the designation of, such series, any or all of which may be greater than the rights of common stock. The issuance of our preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon our liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change in control of our company or other corporate action. Immediately after closing of this offering, no shares of preferred stock will be outstanding, and we have no present plans to issue any shares of preferred stock.

Warrants

As of June 30, 2014, we had the following outstanding warrants to purchase shares of our Series AA Preferred Stock:

Number of Underlying Shares	Exercise Price Per Share	Warrant Expiration Date
177,717	$0.01	July 11, 2023(1)
2,968	$0.01	July 11, 2023(1)
301,141	$0.01	July 11, 2023(1)
162,616	$0.01	July 11, 2023(1)
61,251	$0.01	July 11, 2023(1)
63,833	$0.01	July 11, 2023(1)
56,687	$0.01	July 11, 2023(1)
14,428	$0.01	July 11, 2023(1)
11,589	$0.01	July 11, 2023(1)
114,453	$1.529	June 28, 2023(2)
114,453	$1.529	June 28, 2023(2)

(1) Warrants automatically terminate upon the closing of this offering if it occurs prior to the expiration date.
(2) Warrants automatically terminate upon the closing of a sale or lease of all or substantially all of our business or property, our merger into or consolidation with any other corporation other than a wholly owned subsidiary of ours or any transaction or series of transactions pursuant to which more than 50% of the voting power of our capital stock is transferred.

Upon the closing of this offering, each of our warrants that does not automatically terminate upon the closing of this offering will become exercisable for shares of our common stock rather than Series AA Preferred Stock. The number of shares of our common stock into which the warrant will become exercisable will equal the number of shares of our common stock that the holder would have received if the warrant had been exercised in full and the resulting shares of convertible preferred stock received had been converted into shares of our common stock.

Registration Rights

Upon the closing of this offering, the holders of our registrable shares, as described in the Investor Rights Agreement, are entitled to rights with respect to the registration of these shares under the Securities Act as hereinafter described. These rights are provided under the terms of the Investor Rights Agreement, and include demand registration rights, short-form registration rights and piggyback registration rights. All fees, costs and expenses of underwritten registrations will be borne by us and all selling expenses, including underwriting discounts and selling commissions, will be borne by the holders of the shares being registered.

Demand Registration Rights

Upon the closing of this offering, certain holders of shares of our common stock, including shares issuable upon the conversion of preferred stock or their permitted transferees, are entitled to demand registration rights. Under the terms of the Investor Rights Agreement, we will be required, upon the written request of holders of at least 50% of our common shares issued upon conversion of our preferred stock upon consummation of this offering, to register shares with an anticipated aggregate offering price of at least $5,000,000, to use our commercially reasonable efforts to effect the registration of at least 25% of our common shares issued upon conversion of our preferred stock upon consummation of this offering, subject to certain exceptions. We are required to effect only two registrations pursuant to this provision of the Investor Rights Agreement. A demand for registration may not be made until 180 days after the closing of this offering.

Form S-3 Registration Rights

Upon the closing of this offering, certain holders of shares of our common stock issued upon the conversion of preferred stock or their permitted transferees are also entitled to short form registration rights. If we are eligible to file a registration statement on Form S-3, upon the written request of certain holders of our common stock issued upon conversion of our preferred stock upon consummation of this offering to register shares with an anticipated aggregate offering price of at least $1,000,000, we will be required to use our best efforts to effect a registration of such shares, subject to certain exceptions.

Piggyback Registration Rights

Upon the closing of this offering, certain holders of shares of our common stock issued upon the conversion of preferred stock or their permitted transferees are entitled to piggyback registration rights. If we propose to register any of our securities either for our own account or for the account of other security holders, the holders of these shares are entitled to include their shares in the registration. Subject to certain exceptions, we and the underwriters may limit the number of shares included in the underwritten offering if the underwriters believe that including these shares would adversely affect the offering.

Indemnification

Our Investor Rights Agreement contains customary cross-indemnification provisions, under which we are obligated to indemnify holders of registrable securities in the event of material misstatements or omissions in the registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions attributable to them.

Expiration of Registration Rights

The registration rights granted under the Investor Rights Agreement will terminate on the fifth anniversary of the closing of this offering.

Anti-takeover Effects of Our Certificate of Incorporation, Bylaws and Delaware Law

Our certificate of incorporation and bylaws that will be effective upon consummation of this offering include a number of provisions that may have the effect of delaying, deferring or preventing another party from acquiring control of us and encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with our board of directors rather than pursue non-negotiated takeover attempts. These provisions include the items described below.

Board Composition and Filling Vacancies

Our certificate of incorporation provides for the division of our board of directors into three classes serving staggered three-year terms, with one class being elected each year. Our certificate of incorporation also provides that directors may be removed only for cause and then only by the affirmative vote of the holders of 75% of the shares then entitled to vote at an election of directors. Furthermore, any vacancy on our board of directors, however occurring, including a vacancy resulting from an increase in the size of our board, may only be filled by the affirmative vote of a majority of our directors then in office even if less than a quorum. The classification of directors, together with the limitations on removal of directors and treatment of vacancies, has the effect of making it more difficult for stockholders to change the composition of our board of directors.

No Written Consent of Stockholders

Our certificate of incorporation provides that all stockholder actions are required to be taken by a vote of the stockholders at an annual or special meeting, and that stockholders may not take any action by written consent in lieu of a meeting. This limit may lengthen the amount of time required to take stockholder actions and would prevent the amendment of our bylaws or removal of directors by our stockholders without holding a meeting of stockholders.

Meetings of Stockholders

Our certificate of incorporation and bylaws provide that only a majority of the members of our board of directors then in office may call special meetings of stockholders and only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders. Our bylaws limit the business that may be conducted at an annual meeting of stockholders to those matters properly brought before the meeting.

Advance Notice Requirements

Our bylaws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our stockholders. These procedures provide that notice of stockholder proposals must be timely given in writing to our corporate secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year. Our bylaws specify the requirements as to form and content of all stockholders' notices. These requirements may preclude stockholders from bringing matters before the stockholders at an annual or special meeting.

Amendment to Certificate of Incorporation and Bylaws

Any amendment of our certificate of incorporation must first be approved by a majority of our board of directors, and if required by law or our certificate of incorporation, must thereafter be approved by a majority of the outstanding shares entitled to vote on the amendment and a majority of the outstanding shares of each class entitled to vote thereon as a class, except that the amendment of the provisions relating to stockholder action, board composition, limitation of liability and the amendment of our certificate of incorporation must be approved by not less than 75% of the outstanding shares entitled to vote on the amendment, and not less than 75% of the outstanding shares of each class entitled to vote thereon as a class. Our bylaws may be amended by the affirmative vote of a majority of the directors then in office, subject to any limitations set forth in the bylaws; and may also be amended by the affirmative vote of at least 75% of the outstanding shares entitled to vote on the amendment, or, if our board of directors recommends that the stockholders approve the amendment, by the affirmative vote of the majority of the outstanding shares entitled to vote on the amendment, in each case voting together as a single class.

Undesignated Preferred Stock

Our certificate of incorporation provides for authorized shares of preferred stock. The existence of authorized but unissued shares of preferred stock may enable our board of directors to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise. For example, if in the due exercise of its fiduciary obligations, our board of directors were to determine that a takeover proposal is not in the best interests of our stockholders, our board of directors could cause shares of preferred stock to be issued without stockholder approval in one or more private offerings or other transactions that might dilute the voting or other rights of the proposed acquirer or insurgent stockholder or stockholder group. In this regard, our certificate of incorporation grants our board of directors broad power to establish the rights and preferences of authorized and unissued shares of preferred stock. The issuance of shares of preferred stock could decrease the amount of earnings and assets available for distribution to holders of shares of common stock. The issuance may also adversely affect the rights and powers, including voting rights, of these holders and may have the effect of delaying, deterring or preventing a change in control of us.

Section 203 of the Delaware General Corporation Law

Upon the closing of this offering, we will be subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that this

stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions:

- before the stockholder became interested, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
- at or after the time the stockholder became interested, the business combination was approved by our board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, lease, pledge or other disposition involving the interested stockholder of 10% or more of the assets of the corporation;
- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Exchange Listing

We intend to apply to list our common stock on The NASDAQ Global Market under the trading symbol “ITEK.”

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be . The transfer agent and registrar’s address is .

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our shares. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Based on the number of shares outstanding as of June 30, 2014, upon the closing of this offering, shares of our common stock will be outstanding, assuming no exercise of the underwriters' over-allotment option to purchase additional shares and no exercise of outstanding options. Of the outstanding shares, all of the shares sold in this offering will be freely tradable, except that any shares held by our affiliates, as that term is defined in Rule 144 under the Securities Act, may only be sold in compliance with the limitations described below.

Rule 144

In general, a person who has beneficially owned restricted stock for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted shares for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares then outstanding, which will equal approximately shares immediately after this offering assuming no exercise of the underwriters' option to purchase additional shares, based on the number of shares outstanding as of June 30, 2014; or
- the average weekly trading volume of our common stock on during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and under "Underwriting" included elsewhere in this prospectus and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Lock-up Agreements

In connection with this offering, all of our directors and executive officers and certain holders of our shares, who collectively held shares of common stock (assuming conversion of all of our outstanding shares of preferred stock) as of June 30, 2014, and substantially all of our optionholders who are not stockholders, have signed lock-up agreements which prevent them from selling any of our common stock or any securities convertible into or exercisable or exchangeable for common stock for a period of not less than 180 days from the date of the preliminary prospectus prepared for this offering without the prior written consent of each of Cowen and Company, LLC and Piper Jaffray & Co., as representatives of the underwriters. The representatives may in their sole discretion and at any time without notice release some or all of the shares subject to lock-up agreements prior to the expiration of the 180-day period. When determining whether or not to release shares from the lock-up agreements, the representatives will consider, among other factors, the stockholder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time. In addition, our optionholders who have not executed lock-up agreements are nevertheless subject to similar restrictions set forth in the option agreements executed in connection with our 2004 Plan and 2014 Plan.

Registration Rights

Upon the closing of this offering, the holders of shares of common stock or their transferees will be entitled to various rights with respect to registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. See "Description of Capital Stock—Registration Rights" for additional information.

Stock Option Plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register our shares issued or reserved for issuance under the 2014 Plan. The first such registration statement is expected to be filed soon after the date of this prospectus and will automatically become effective upon filing with the SEC. Accordingly, shares registered under such registration statement will be available for sale in the open market, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above. We estimate that such registration statement on Form S-8 will cover approximately shares.

CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following is a general discussion of the material U.S. federal income and estate tax considerations applicable to non-U.S. holders (as defined below) with respect to their ownership and disposition of shares of our common stock issued pursuant to this offering. For purposes of this discussion, a non-U.S. holder means a beneficial owner of our common stock that is for U.S. federal income tax purposes

- a non-resident alien individual;
- a foreign corporation or any other organization taxable as a corporation for U.S. federal income tax purposes or;
- a foreign estate or trust, the income of which is not subject to U.S. federal income tax on a net-income basis.

This discussion does not address the tax treatment of partnerships or other entities that are pass-through entities for U.S. federal income tax purposes or persons that hold their common stock through partnerships or other pass-through entities. A partner in a partnership or other pass-through entity that will hold our common stock should consult his, her or its own tax advisor regarding the tax consequences of acquiring, holding and disposing of our common stock through a partnership or other pass-through entity, as applicable.

This discussion is based on current provisions of the U.S. Internal Revenue Code of 1986, as amended, which we refer to as the Code, existing and proposed U.S. Treasury Regulations promulgated thereunder, current administrative rulings and judicial decisions, all as in effect as of the date of this prospectus, all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any change could alter the tax consequences to non-U.S. holders described in this prospectus. There can be no assurance that the Internal Revenue Service, which we refer to as the IRS, will not challenge one or more of the tax consequences described herein. We assume in this discussion that a non-U.S. holder holds shares of our common stock as a capital asset, generally property held for investment.

This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances nor does it address any aspects of U.S. state, local or non-U.S. taxes, the alternative minimum tax, or the Medicare tax on net investment income. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder and does not address the special tax rules applicable to particular non-U.S. holders, such as:

- insurance companies;
- tax-exempt organizations;
- financial institutions;
- brokers or dealers in securities;
- regulated investment companies;
- pension plans;
- controlled foreign corporations;
- passive foreign investment companies;
- persons that have a functional currency other than the U.S. dollar;
- owners deemed to sell our common stock under the constructive sale provisions of the Code;
- owners that hold our common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment; and
- certain U.S. expatriates.

This discussion is for general information only and is not tax advice. Accordingly, all prospective non-U.S. holders of our common stock should consult their own tax advisors with respect to the U.S. federal, state, local and non-U.S. tax consequences of the purchase, ownership and disposition of our common stock.

Distributions on Our Common Stock

Distributions, if any, on our common stock generally will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated as a tax-free return of the non-U.S. holder's investment, up to such holder's tax basis in the common stock. Any remaining excess will be treated as capital gain, subject to the tax treatment described below in "Gain on sale, exchange or other disposition of our common stock." Any such distributions will also be subject to the discussion below under the section titled "Withholding and Information Reporting Requirements—FATCA."

Dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

Dividends that are treated as effectively connected with a trade or business conducted by a non-U.S. holder within the United States and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder within the United States, are generally exempt from the 30% withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements. However, such U.S. effectively connected income, net of specified deductions and credits, is taxed at the same graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code). Any U.S. effectively connected income received by a non-U.S. holder that is a corporation may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence.

A non-U.S. holder of our common stock who claims the benefit of an applicable income tax treaty between the United States and such holder's country of residence generally will be required to provide a properly executed IRS Form W-8BEN or W-8BEN-E (or successor form) and satisfy applicable certification and other requirements. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under a relevant income tax treaty.

A non-U.S. holder that is eligible for a reduced rate of U.S. withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by timely filing a U.S. tax return with the IRS.

Gain on Sale, Exchange or Other Disposition of Our Common Stock

In general, a non-U.S. holder will not be subject to any U.S. federal income tax on any gain realized upon such holder's sale, exchange or other disposition of shares of our common stock unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business and, if an applicable income tax treaty so provides, is attributable to a permanent establishment or a fixed-base maintained by such non-U.S. holder in the United States, in which case the non-U.S. holder generally will be taxed on a net income basis at the graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code) and, if the non-U.S. holder is a foreign corporation, the branch profits tax described above in "Distributions on Our Common Stock" also may apply;

- the non-U.S. holder is a nonresident alien individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met, in which case the non-U.S. holder will be subject to a 30% tax (or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence) on the net gain derived from the disposition, which may be offset by certain U.S. source capital losses of the non-U.S. holder, if any (even though the individual is not considered a resident of the United States, provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses); or
- we are, or have been, at any time during the five-year period preceding such disposition (or the non-U.S. holder's holding period, if shorter) a "U.S. real property holding corporation," unless our common stock is regularly traded on an established securities market and the non-U.S. holder holds no more than 5% of our outstanding common stock, directly or indirectly, actually or constructively, during the shorter of the 5-year period ending on the date of the disposition or the period that the non-U.S. holder held our common stock. If we are determined to be a U.S. real property holding corporation and the foregoing exception does not apply, then a purchaser may withhold 10% of the proceeds payable to a non-U.S. holder from a sale of our common stock and the non-U.S. holder generally will be taxed on its net gain derived from the disposition at the graduated U.S. federal income tax rates applicable to United States persons (as defined in the Code). Generally, a corporation is a U.S. real property holding corporation only if the fair market value of its U.S. real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance, we do not believe that we are, or have been, a U.S. real property holding corporation, or that we are likely to become one in the future. No assurance can be provided that our common stock will be regularly traded on an established securities market for purposes of the rules described above.

U.S. Federal Estate Tax

Shares of our common stock that are owned or treated as owned at the time of death by an individual who is not a citizen or resident of the United States, as specifically defined for U.S. federal estate tax purposes, are considered U.S. situs assets and will be included in the individual's gross estate for U.S. federal estate tax purposes. Such shares, therefore, may be subject to U.S. federal estate tax, unless an applicable estate tax or other treaty provides otherwise.

Backup Withholding and Information Reporting

We must report annually to the IRS and to each non-U.S. holder the gross amount of the distributions on our common stock paid to such holder and the tax withheld, if any, with respect to such distributions. Non-U.S. holders may have to comply with specific certification procedures to establish that the holder is not a United States person (as defined in the Code) in order to avoid backup withholding at the applicable rate with respect to dividends on our common stock. Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above in "Distributions on Our Common Stock," generally will be exempt from U.S. backup withholding.

Information reporting and backup withholding will generally apply to the proceeds of a disposition of our common stock by a non-U.S. holder effected by or through the U.S. office of any broker, U.S. or foreign, unless the holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to a non-U.S. holder where the transaction is effected outside the United States through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with

substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker. Non-U.S. holders should consult their own tax advisors regarding the application of the information reporting and backup withholding rules to them.

Copies of information returns may be made available to the tax authorities of the country in which the non-U.S. holder resides or is incorporated under the provisions of a specific treaty or agreement.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be refunded or credited against the non-U.S. holder's U.S. federal income tax liability, if any, provided that an appropriate claim is filed with the IRS in a timely manner.

Withholding and Information Reporting Requirements—FATCA

The Foreign Account Tax Compliance Act, or FATCA, generally imposes a U.S. federal withholding tax at a rate of 30% on payments of dividends on, or gross proceeds from the sale or other disposition of, our common stock paid to a foreign entity unless (i) if the foreign entity is a "foreign financial institution," such foreign entity undertakes certain due diligence, reporting, withholding, and certification obligations, (ii) if the foreign entity is not a "foreign financial institution," such foreign entity identifies certain of its U.S. investors, if any, or (iii) the foreign entity is otherwise exempt under FATCA. Under applicable U.S. Treasury regulations, withholding under FATCA will apply to payments of dividends on our common stock made after June 30, 2014, but will only apply to payments of gross proceeds from a sale or other disposition of our common stock made after December 31, 2016. Under certain circumstances, a non-U.S. holder may be eligible for refunds or credits of the tax. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this paragraph. Non-U.S. holders should consult their own tax advisors regarding the possible implications of this legislation on their investment in our common stock and the entities through which they hold our common stock, including, without limitation, the process and deadlines for meeting the applicable requirements to prevent the imposition of the 30% withholding tax under FATCA.

UNDERWRITING

We and the underwriters for the offering named below have entered into an underwriting agreement with respect to the shares of common stock being offered. Subject to the terms and conditions of the underwriting agreement, each underwriter has severally agreed to purchase from us the number of shares of common stock set forth opposite its name below. Cowen and Company, LLC and Piper Jaffray & Co. are the representatives of the underwriters.

Underwriter	Number of Shares
Cowen and Company, LLC	
Piper Jaffray & Co.	
Total	

The underwriting agreement provides that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters have agreed, severally and not jointly, to purchase all of the shares of common stock sold under the underwriting agreement if any of these shares are purchased, other than those shares covered by the overallotment option described below. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the non-defaulting underwriters may be increased or the underwriting agreement may be terminated.

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

The underwriters are offering the shares of common stock, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Overallotment Option to Purchase Additional Shares

We have granted to the underwriters an option to purchase up to additional shares of common stock at the public offering price, less the underwriting discount. This option is exercisable for a period of 30 days. The underwriters may exercise this option solely for the purpose of covering overallotments, if any, made in connection with the sale of common stock offered hereby. To the extent that the underwriters exercise this option, the underwriters will purchase additional shares from us in approximately the same proportion as shown in the table above.

Discounts and Commissions

The following table shows the public offering price, underwriting discount and proceeds, before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares of common stock.

We estimate that the total expenses of the offering, excluding underwriting discount, will be approximately $ and are payable by us.

		Total	
	Per Share	Without Over-Allotment	With Over Allotment
Initial public offering price			
Underwriting discounts and commissions			
Proceeds, before expenses, to Inotek			

The underwriters propose to offer the shares of common stock to the public at the public offering price set forth on the cover of this prospectus. The underwriters may offer the shares of common stock to securities dealers at the public offering price less a concession not in excess of $ per share. If all of the shares are not sold at the public offering price, the underwriters may change the offering price and other selling terms.

Discretionary Accounts

The underwriters do not intend to confirm sales of the shares of common stock to any accounts over which they have discretionary authority.

Market Information

Prior to this offering, there has been no public market for shares of our common stock. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In addition to prevailing market conditions, the factors to be considered in these negotiations include:

- the history of, and prospects for, our company and the industry in which we compete;
- our past and present financial information;
- an assessment of our management; its past and present operations, and the prospects for, and timing of, our future revenues;
- the present state of our development; and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

An active trading market for our common stock may not develop, of if such a market develops, may not be sustained. It is also possible that after the offering the shares will not trade in the public market at or above the initial public offering price.

We intend to apply to list our common stock on the NASDAQ Global Market under the symbol ‘‘ITEK.’’

Price Stabilization, Short Positions and Penalty Bids

In connection with this offering, the underwriters may engage in stabilizing transactions, overallotment transactions, syndicate covering transactions, penalty bids and purchases to cover positions created by short sales.

- Stabilizing transactions permit bids to purchase shares of common stock so long as the stabilizing bids do not exceed a specified maximum, and are engaged in for the purpose of preventing or retarding a decline in the market price of the common stock while the offering is in progress.
- Overallotment transactions involve sales by the underwriters of shares of common stock in excess of the number of shares the underwriters are obligated to purchase. This creates a syndicate short position which may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the overallotment option. In a naked short position, the number of shares involved is greater than the number of shares in the overallotment option. The underwriters may close out any short position by exercising their overallotment option and/or purchasing shares in the open market.
- Syndicate covering transactions involve purchases of common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining

the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared with the price at which they may purchase shares through exercise of the overallotment option. If the underwriters sell more shares than could be covered by exercise of the overallotment option and, therefore, have a naked short position, the position can be closed out only by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that after pricing there could be downward pressure on the price of the shares in the open market that could adversely affect investors who purchase in the offering.

- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the common stock originally sold by that syndicate member is purchased in stabilizing or syndicate covering transactions to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock in the open market may be higher than it would otherwise be in the absence of these transactions. Neither we nor the underwriters make any representation or prediction as to the effect that the transactions described above may have on the price of shares of our common stock. These transactions may be effected on the NASDAQ Global Market, in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time.

Lock-Up Agreements

Pursuant to certain ‘‘lock-up’’ agreements, we and our executive officers, directors and certain of our other stockholders, have agreed, subject to certain exceptions, not to offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of or announce the intention to otherwise dispose of, or enter into any swap, hedge or similar agreement or arrangement that transfers, in whole or in part, the economic consequence of ownership of, directly or indirectly, or make any demand or request or exercise any right with respect to the registration of, or file with the SEC a registration statement under the Securities Act relating to, any common stock or securities convertible into or exchangeable or exercisable for any common stock without the prior written consent of Cowen and Company, LLC and Piper Jaffray & Co., for a period of 180 days after the date of the underwriting agreement.

This lock-up provision applies to common stock and to securities convertible into or exchangeable or exercisable for common stock. It also applies to common stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition. The exceptions to the lock-up for executive officers, directors and stockholders include: (a) transfers made as a bona fide gift to an immediate family member, to a trust the beneficiaries of which are exclusively the executive officer, director or stockholder or immediate family member, or to a charity or educational institution; (b) transfers made by will or intestate succession; (c) transfers not for value to a stockholder, partner, member or similar equity owner of, or business entity that is an affiliate of, a similar equity interest in, a stockholder that is an entity; (d) transfers made by an employee or director pursuant to a net exercise or cashless exercise of outstanding equity awards pursuant to our equity plans or as forfeitures or sales to us of common stock or securities convertible into common stock to cover tax withholding obligations in connection with the vesting, settlement or exercise of equity awards outstanding on the date of the underwriting agreement; (e) the conversion, exchange or exercise of any securities convertible into or exchangeable for our common stock; (f) transactions relating to our common stock or other securities convertible into or exercisable or exchangeable for our common stock acquired in open market transactions after the date of this prospectus, provided that no such transaction is required to be, or is, publicly announced; (g) transactions relating to our common stock acquired through our initial public offering, provided that

no such transaction is required to be, or is, publicly announced, and provided further that this sub-clause will not apply to our officers and directors; (h) the establishment of a trading plan in accordance with Rule 10b5-l(c) under the Exchange Act, provided that no sale or other disposition under such trading plan may occur during the 180-day restricted period; and (i) transfers pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to holders of our common stock involving the transfer in one or more transactions to a person or affiliated persons of our voting securities if, after such transfer, such person or group of affiliated persons would hold 90% of our outstanding voting securities. The exceptions to the lock-up for us are: (i) our sale of shares in this offering; (ii) the issuance of common stock or options to acquire common stock pursuant to our employee benefit plans, equity compensation plans or other compensation plans in existence on the date hereof and as described in this prospectus; and (iii) the issuance of common stock pursuant to the conversion or exercise of existing securities. In addition, the lock-up provision will not restrict broker-dealers from engaging in market making and similar activities conducted in the ordinary course of their business.

Cowen and Company, LLC and Piper Jaffray & Co., in their sole discretion, may release our common stock and other securities subject to the lock-up agreements described above in whole or in part at any time. When determining whether or not to release our common stock and other securities from lock-up agreements, Cowen and Company, LLC and Piper Jaffray & Co. will consider, among other factors, the holder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time of the request. In the event of such a release or waiver for one of our directors or officers, Cowen and Company, LLC and Piper Jaffray & Co. shall provide us with notice of the impending release or waiver at least three business days before the effective date of such release or waiver and we will announce the impending release or waiver by issuing a press release at least two business days before the effective date of the release or waiver.

Electronic Offer, Sale and Distribution of Shares

A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. The representatives may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on these websites is not part of this prospectus or the registration statement of which this prospectus forms a part, has not been approved or endorsed by us or any underwriter in its capacity as underwriter, and should not be relied upon by investors.

Other Relationships

Certain of the underwriters and their affiliates have provided, and may in the future provide, various investment banking, commercial banking and other financial services for us and our affiliates for which they have received, and may in the future receive, customary fees.

Selling Restrictions

No action has been taken in any jurisdiction except the United States that would permit a public offering of our common stock, or the possession, circulation or distribution of this prospectus or any other material relating to us or our common stock in any jurisdiction where action for that purpose is required. Accordingly, the shares may not be offered or sold, directly or indirectly, and neither this prospectus nor any other offering material or advertisements in connection with the shares may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction.

United Kingdom

Each of the underwriters has, separately and not jointly, represented and agreed that:

- it has not made or will not make an offer of the securities to the public in the United Kingdom within the meaning of section 102B of the Financial Services and Markets Act 2000 (as amended), or the FSMA, except to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities or otherwise in circumstances which do not require the publication by us of a prospectus pursuant to the Prospectus Rules of the Financial Services Authority, or FSA;
- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) to persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or in circumstances in which section 21 of FSMA does not apply to us; and
- it has complied with and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the securities in, from or otherwise involving the United Kingdom.

Switzerland

The securities will not be offered, directly or indirectly, to the public in Switzerland and this prospectus does not constitute a public offering prospectus as that term is understood pursuant to article 652a or 1156 of the Swiss Federal Code of Obligations.

European Economic Area

In relation to each Member State of the European Economic Area, or the EEA, which has implemented the European Prospectus Directive (each, a “Relevant Member State”), an offer of our shares may not be made to the public in a Relevant Member State other than:

- to any legal entity which is a qualified investor, as defined in the European Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the European Prospectus Directive), subject to obtaining the prior consent of the relevant dealer or dealers nominated by us for any such offer, or
- in any other circumstances falling within Article 3(2) of the European Prospectus Directive,

provided that no such offer of our shares shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the European Prospectus Directive or supplement prospectus pursuant to Article 16 of the European Prospectus Directive.

For the purposes of this description, the expression an “offer to the public” in relation to the securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for the securities, as the expression may be varied in that Relevant Member State by any measure implementing the European Prospectus Directive in that member state, and the expression “European Prospectus Directive” means Directive 2003/71/EC (and amendments hereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State. The expression 2010 PD Amending Directive means Directive 2010/73/EU.

We have not authorized and do not authorize the making of any offer of securities through any financial intermediary on our behalf, other than offers made by the underwriters and their respective affiliates, with a view to the final placement of the securities as contemplated in this document. Accordingly, no purchaser of the shares, other than the underwriters, is authorized to make any further offer of shares on our behalf or on behalf of the underwriters.

LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Goodwin Procter LLP, Boston, Massachusetts. Certain legal matters will be passed upon for the underwriters by Cooley LLP, New York, New York.

EXPERTS

The consolidated financial statements of Inotek Pharmaceuticals Corporation appearing in this prospectus and registration statement have been audited by McGladrey LLP, an independent registered public accounting firm, as stated in their report appearing elsewhere herein, and are included in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 (File Number 333-) under the Securities Act with respect to the common stock we are offering by this prospectus. This prospectus does not contain all of the information included in the registration statement. For further information pertaining to us and our common stock, you should refer to the registration statement and to its exhibits. Whenever we make reference in this prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete, and you should refer to the exhibits attached to the registration statement for copies of the actual contract, agreement or other document.

Upon the closing of the offering, we will be subject to the informational requirements of the Exchange Act and will file annual, quarterly and current reports, proxy statements and other information with the SEC. You can read our SEC filings, including the registration statement, over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facility at 100 F Street, N.E., Room 1580, Washington, D.C. 20549.

You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities.

Inotek Pharmaceuticals Corporation

Index to Consolidated Financial Statements

Contents

**Report of Independent
Registered Public Accounting Firm**

To the Board of Directors and Shareholders
Inotek Pharmaceuticals Corporation

We have audited the accompanying consolidated balance sheets of Inotek Pharmaceuticals Corporation as of December 31, 2013 and 2012, and the related consolidated statements of operations, changes in redeemable convertible preferred stock and stockholders' deficit, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Inotek Pharmaceuticals Corporation as of December 31, 2013 and 2012, and the results of their operations and their cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

/s/ McGladrey LLP

Boston, Massachusetts
August 29, 2014

Inotek Pharmaceuticals Corporation

Consolidated Balance Sheets
(in thousands, except share and per share data)

	December 31, 2012	December 31, 2013	June 30, 2014 (unaudited)	Pro Forma June 30, 2014 (unaudited)
Assets				
Current assets:				
Cash and cash equivalents	$ 1,372	$ 12,793	$ 8,881	$ 8,881
Prepaid expenses and other current assets	45	66	38	38
Total current assets	1,417	12,859	8,919	8,919
Other assets	4	4	4	4
Total assets	$ 1,421	$ 12,863	$ 8,923	$ 8,923
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit				
Current liabilities				
Notes payable-current portion	$ –	$ 1,410	$ 2,899	$ 2,899
Accounts payable	387	229	357	357
Accrued expenses and other current liabilities	665	1,579	1,798	1,798
Convertible notes payable	2,713	–	–	–
Total current liabilities	3,765	3,218	5,054	5,054
Notes payable, net of current portion	–	5,395	4,012	4,012
Warrant liabilities	–	1,888	2,486	–
Other long-term liabilities	24	24	24	24
Total liabilities	3,789	10,525	11,576	9,090
Series AA redeemable convertible preferred stock, $0.001 par value; 25,757,874 shares authorized; 15,458,796 issued and outstanding at December 31, 2012, 23,204,783 shares issued and outstanding at December 31, 2013 and June 30, 2014 (unaudited) and no shares issued and outstanding pro forma (unaudited); (liquidation preference of $96,886 at June 30, 2014 (unaudited), See Note 7)	27,856	40,685	42,715	–
Series X redeemable convertible preferred stock, $0.001 par value; 2,902,050 shares authorized; 2,451,184 shares issued and outstanding at December 31, 2012, 1,892,320 shares issued and outstanding at December 31, 2013 and June 30, 2014 (unaudited) and no shares issued and outstanding pro forma (unaudited); (liquidation preference, see Note 7)	706	548	548	–
Total redeemable convertible preferred stock	28,562	41,233	43,263	–
Commitments and Contingencies (Note 8)				
Stockholders' deficit:				
Common stock, $0.01 par value; 32,857,171 shares authorized; 4,132,530 shares issued and 4,124,880 shares outstanding at December 31, 2012, 4,147,249 shares issued and 4,139,599 shares outstanding at December 31, 2013 and June 30, 2014 and 34,598,202 shares issued and 34,590,552 shares outstanding pro forma (unaudited)	41	41	41	346
Treasury stock, at cost 7,650 shares, at December 31, 2012 and 2013 and at June 30, 2014 (unaudited)	(176)	(176)	(176)	(176)
Additional paid-in capital	80,099	79,750	77,724	123,168
Accumulated deficit	(110,894)	(118,510)	(123,505)	(123,505)
Total stockholders' deficit	(30,930)	(38,895)	(45,916)	(167)
Total Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit	$ 1,421	$ 12,863	$ 8,923	$ 8,923

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

Inotek Pharmaceuticals Corporation

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

	Year ended December 31,		Six months ended June 30,	
	2012	2013	2013	2014
			(unaudited)	
Operating expenses:				
Research and development	$ (3,542)	$ (5,330)	$ (2,304)	$ (3,412)
General and administrative	(2,307)	(1,324)	(1,021)	(494)
Loss from operations	(5,849)	(6,654)	(3,325)	(3,906)
Other income	4	3	–	–
Interest expense	(213)	(884)	(388)	(491)
Change in fair value of warrant liabilities	–	(81)	–	(598)
Net loss	$ (6,058)	$ (7,616)	$ (3,713)	$ (4,995)
Net loss per share attributable to common stockholders—basic and diluted	$ (1.98)	$ (2.48)	$ (1.18)	$ (1.70)
Weighted-average number of shares outstanding—basic and diluted	4,124,880	4,131,863	4,124,880	4,139,599
Pro forma net loss per share attributable to common stockholders—basic and diluted (unaudited)		$ (0.35)		$ (0.21)
Pro forma weighted-average number of shares outstanding—basic and diluted (unaudited)		29,413,014		33,796,398

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

Inotek Pharmaceuticals Corporation

Consolidated Statements of Changes in Redeemable Convertible Preferred Stock and Stockholders' Deficit
(in thousands, except share and per share data)

	Series AA Redeemable Convertible Preferred Stock		Series X Redeemable Convertible Preferred Stock		Common Stock		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Par Value	Shares	Amount			
Balances at December 31, 2011	15,458,796	$ 25,738	2,451,184	$ 495	4,132,530	$ 41	(7,650)	$ (176)	$ 81,942	$ (104,836)	$(23,029)
Stock-based compensation	–	–	–	211	–	–	–	–	275	–	275
Accretion of Series AA preferred stock issuance costs	–	45	–	–	–	–	–	–	(45)	–	(45)
Accrual of Series AA preferred stock dividends	–	2,073	–	–	–	–	–	–	(2,073)	–	(2,073)
Net loss	–	–	–	–	–	–	–	–	–	(6,058)	(6,058)
Balances at December 31, 2012	15,458,796	27,856	2,451,184	706	4,132,530	41	(7,650)	(176)	80,099	(110,894)	(30,930)
Repurchase of Series X preferred stock	–	–	(558,864)	(343)	–	–	–	–	–	–	–
Stock-based compensation	–	–	–	185	–	–	–	–	10	–	10
Issuance of Series AA preferred stock and Series AA preferred stock warrants, net of issuance costs	6,540,221	8,377	–	–	–	–	–	–	–	–	–
Issuance of Series AA preferred stock upon conversion of convertible notes and accrued interest	2,677,731	4,093	–	–	–	–	–	–	–	–	–
Conversion of Series AA preferred stock into common stock	(1,471,965)	(2,253)	–	–	14,719	–	–	–	2,253	–	2,253
Accretion of Series AA preferred stock to redemption value	–	380	–	–	–	–	–	–	(380)	–	(380)
Accrual of Series AA preferred stock dividends	–	2,232	–	–	–	–	–	–	(2,232)	–	(2,232)
Net loss	–	–	–	–	–	–	–	–	–	(7,616)	(7,616)
Balances at December 31, 2013	23,204,783	40,685	1,892,320	548	4,147,249	41	(7,650)	(176)	79,750	(118,510)	(38,895)
Stock-based compensation (unaudited)	–	–	–	–	–	–	–	–	4	–	4
Accretion of Series AA preferred stock to redemption value (unaudited)	–	419	–	–	–	–	–	–	(419)	–	(419)
Accrual of Series AA preferred stock dividends (unaudited)	–	1,611	–	–	–	–	–	–	(1,611)	–	(1,611)
Net loss (unaudited)	–	–	–	–	–	–	–	–	–	(4,995)	(4,995)
Balances at June 30, 2014 (unaudited)	23,204,783	42,715	1,892,320	548	4,147,249	41	(7,650)	(176)	77,724	(123,505)	(45,916)
Conversion off redeemable convertible preferred stock into common stock (unaudited)	(23,204,783)	(42,715)	(1,893,320)	(548)	30,450,953	305	–	–	42,598	–	43,263
Reclassification of warrants to purchase preferred stock to stockholders' deficit (unaudited)	–	–	–	–	–	–	–	–	2,486	–	2,486
Pro forma balances—June 30, 2014 (unaudited)	–	$ –	–	$ –	34,598,202	$ 346	(7,650)	$ (176)	$ 123,168	$ (123,505)	$ (167)

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

Inotek Pharmaceuticals Corporation

Consolidated Statements of Cash Flows
(in thousands, except share and per share amounts)

	Year Ended December 31,		Six months Ended June 30,	
	2012	2013	2013	2014
			(unaudited)	
Cash flows from operating activities:				
Net loss	$(6,058)	$ (7,616)	$ (3,713)	$ (4,995)
Adjustments to reconcile net loss to cash used by operating activities:				
Depreciation	9	–	–	–
Noncash interest expense	213	492	381	106
Change in fair value of warrant liabilities	—	81	–	598
Stock-based compensation	486	(148)	(153)	4
Loss on sale of property and equipment	2	–	–	–
Changes in operating assets and liabilities:				
Prepaid expenses and other assets	43	(21)	12	26
Accounts payable	159	(158)	(45)	130
Accrued expenses and other current liabilities	(1,790)	915	880	219
Net cash used in operating activities	(6,936)	(6,455)	(2,638)	(3,912)
Cash flows from investing activities:				
Proceeds from sale of property and equipment	3	–	–	–
Net cash provided by investing activities:	3	–	–	–
Cash flows from financing activities:				
Net proceeds from issuance of notes payable and Series AA preferred stock warrants	–	6,915	6,915	–
Proceeds from issuance of convertible notes	2,500	1,000	1,000	–
Net proceeds from issuance of Series AA preferred stock and Series AA preferred stock warrant	–	9,961	8,675	–
Net cash provided by financing activities:	2,500	17,876	16,590	–
Net change in cash and cash equivalents	(4,433)	11,421	13,952	(3,912)
Cash and cash equivalents, beginning of period	5,805	1,372	1,372	12,793
Cash and cash equivalents, end of period	$ 1,372	$12,793	$15,324	$ 8,881
Supplemental disclosure of cash flow information:				
Cash paid for interest	$ –	$ 389	$ –	$ 385
Supplemental disclosure of noncash investing and financing activities:				
Accrual of Series AA preferred stock dividends	$ 2,073	$ 2,232	$ 1,126	$ 1,611
Issuance of 2,677,731 shares of Series AA preferred stock upon conversion of convertible notes and accrued interest	$ –	$ 4,093	$ 4,093	$ –
Accretion of Series AA preferred stock to redemption value	$ 45	$ 380	$ 25	$ 419
Conversion of Series AA preferred stock to common stock	$ –	$ 2,253	$ –	$ –

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

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

1. Organization and Operations

Inotek Pharmaceuticals Corporation (the "Company") is a clinical-stage biopharmaceutical company advancing molecules with novel mechanisms of action to address significant diseases of the eye. The Company's business strategy is to develop and progress its product candidates through human clinical trials. The Company's headquarters are located in Lexington, Massachusetts.

The Company has devoted substantially all of its efforts to research and development, including clinical trials of its product candidates. The Company has not completed the development of any product candidates. The Company has no current source of revenue to sustain present activities and does not expect to generate revenue until and unless the Company receives regulatory approval of and successfully commercializes its product candidates. The Company is subject to a number of risks and uncertainties similar to those of other life science companies developing new products, including, among others, the risks related to the necessity to obtain adequate additional financing, to successfully develop product candidates, to obtain regulatory approval of products candidates, to comply with government regulations, to successfully commercialize its potential products, to the protection of proprietary technology and to the dependence on key individuals.

Liquidity

The accompanying consolidated financial statements have been prepared on a basis that assumes the Company will continue as a going concern, which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business. The Company has funded its operations to date primarily through the sale of preferred stock and issuance of convertible promissory notes and notes payable. The Company will need to expend substantial resources for research and development, including costs associated with the clinical testing of its product candidates and will need to obtain additional financing to fund its operations and to conduct trials for its product candidates. If such products were to receive regulatory approval, the Company would need to prepare for the potential commercialization of its product candidates and fund the commercial launch and continued marketing of its products. The Company expects operating expenses will substantially increase in the future related to additional clinical testing and to support an increased infrastructure to support expanded operations.

As of June 30, 2014, the Company has an accumulated deficit of $123,505. The Company has $8,881 of cash as of June 30, 2014 which is expected to fund operations through the first quarter of 2015. The future need for operating capital and research and development funding significantly exceeds this amount and as a result, the Company will require additional funding in the future and may not be able to raise such additional funds. The Company expects losses will continue as it conducts research and development activities. The Company will seek to finance future cash needs through public or private equity offerings, license agreements, debt financings, collaborations, strategic alliances, or any combination thereof. The incurrence of indebtedness would result in increased fixed payment obligations and could also result in restrictive covenants, such as limitations on our ability to incur additional debt, limitations on the Company's ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact the ability of the Company to conduct its business. If adequate funds are not available, the Company would delay, reduce or

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

eliminate research and development programs and reduce administrative expenses. The Company may seek to access the public or private capital markets whenever conditions are favorable, even if it does not have an immediate need for additional capital at that time. In addition, if the Company raises additional funds through collaborations, strategic alliances or licensing arrangements with third parties, it may have to relinquish valuable rights to its technologies, future revenue streams or product candidates or to grant licenses on terms that may not be favorable to it. If the Company is unable to raise sufficient funding, it may be unable to continue to operate. There is no assurance that the Company will be successful in obtaining sufficient financing on acceptable terms and conditions to fund continuing operations, if at all. The failure of the Company to obtain sufficient funds on acceptable terms when needed could have a material adverse effect on the Company's business, results of operations and financial condition.

2. Significant Accounting Policies

Basis of Presentation—The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Principles of Consolidation—The consolidated financial statements include the accounts of the Company and results of its wholly owned subsidiaries which ceased operations in 2010. All subsidiaries were dissolved by December 31, 2012, and results from their operations were insignificant during the year ended December 31, 2012. The Company currently has no subsidiaries.

Segment Reporting—Operating segments are defined as components of an enterprise about which separate discrete information is available for evaluation by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance. The Company views its operations and manages its business in one operating segment, that of developing pharmaceutical product candidates with the intention of achieving marketing approval and commercializing the approved products. All operations are located in the United States.

Unaudited Pro Forma Presentation—In August 2014, the Company's board of directors authorized the Company to submit a draft registration statement to the Securities and Exchange Commission permitting the Company to sell shares of its common stock to the public. The unaudited pro forma balance sheet as of June 30, 2014 reflects the automatic conversion of all of the shares of Preferred Stock (Note 7) and accrued dividends thereon into 30,450,953 shares of common stock.

Unaudited pro forma net loss per share is computed using the weighted average number of shares of common stock outstanding after giving effect to the conversion of all Preferred Stock during the year ended December 31, 2013 and the six months ended June 30, 2014 into shares of the Company's common stock as if such conversion had occurred at the date the Company issued such shares or the beginning of the applicable period, as appropriate.

Unaudited Interim Financial Information—The accompanying balance sheet as of June 30, 2014, statements of operations and cash flows for the six months ended June 30, 2013 and 2014, and consolidated statements of changes in redeemable convertible preferred stock and stockholders' deficit

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

for the six months ended June 30, 2014, are unaudited. The interim unaudited consolidated financial statements have been prepared on the same basis as the annual audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which include normal recurring adjustments, necessary for the fair presentation of the Company's financial position as of June 30, 2014, and the results of its operations and its cash flows for the six months ended June 30, 2013 and 2014. The financial data and other information disclosed in these notes related to the six months ended June 30, 2013 and 2014 and as of June 30, 2014, are unaudited. The results for the six months ended June 30, 2014, are not indicative of results to be expected for the year ending December 31, 2014, any other interim periods or any future year or period.

Use of Estimates—The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of expenses during the reporting period. Actual results could differ from these estimates. Significant items subject to such estimates and assumptions include the valuation of stock options used for the calculation of stock-based compensation, fair value of warrant liabilities and determination of accruals related to research and clinical development.

Cash and Cash Equivalents—Cash and cash equivalents consists of bank deposits and money market accounts. Cash equivalents are carried at cost which approximates fair value due to their short-term nature and which the Company believes do not have a material exposure to credit risk. The Company considers all highly liquid investments with maturities of three months or less from the date of purchase to be cash equivalents.

The Company maintains its cash and cash equivalent balances in the form of money market accounts with financial institutions that management believes are creditworthy. The Company's cash and cash equivalent accounts, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Deferred Financing Costs—Financing costs incurred in connection with the Company's notes payable and convertible promissory notes were capitalized at the inception of the notes and amortized over the term of the respective notes using the effective interest rate method. Amortization of deferred financing costs were $0 and $112 in the years ended December 31, 2012 and 2013, respectively, and $0 and $106 in the six months ended June 30, 2013 and 2014, respectively (see Note 5).

Research and Development Costs—Research and development costs are charged to expense as incurred and include, but are not limited to:

- employee-related expenses including salaries, benefits, travel and stock-based compensation expense for research and development personnel;
- expenses incurred under agreements with contract research organizations that conduct clinical and preclinical studies, contract manufacturing organizations and consultants;

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

- costs associated with preclinical and development activities; and
- costs associated with regulatory operations.

Costs for certain development activities, such as clinical studies, are recognized based on an evaluation of the progress to completion of specific tasks using data such as patient enrollment, clinical site activations, and information provided to the Company by its vendors on their actual costs incurred. Payments for these activities are based on the terms of the individual arrangements, which may differ from the patterns of costs incurred, and are reflected in the consolidated financial statements as accrued expenses.

Stock-Based Compensation—The Company measures the cost of employee services received in exchange for an award of equity instruments based on the fair value of the award on the grant date. That cost is recognized on a straight-line basis over the period during which the employee is required to provide service in exchange for the award. The fair value of options on the date of grant is calculated using the Black-Scholes option pricing model based on key assumptions such as stock price, expected volatility and expected term. The Company's estimates of these assumptions are primarily based on third-party valuations, historical data, peer company data and judgment regarding future trends and factors.

The Company accounts for stock options issued to non-employees in accordance with the provisions of the Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") 505-50, *Equity-Based Payments to Non-employees*, which requires valuing the stock options on their grant date and remeasuring such stock options at their current fair value as they vest.

The Company has not granted any stock options since 2009. During 2010, the Company issued shares of Series X preferred stock to certain employees and consultants (Note 7).

Fair Value Measurements—The Company is required to disclose information on all assets and liabilities reported at fair value that enables an assessment of the inputs used in determining the reported fair values. ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820"), establishes a hierarchy of inputs used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the inputs that market participants would use in pricing the asset or liability, and are developed based on the best information available in the circumstances. The fair value hierarchy applies only to the valuation inputs used in determining the reported fair value of the investments and is not a measure of the investment credit quality. The three levels of the fair value hierarchy are described below:

Level 1—Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2—Valuations based on quoted prices for similar assets or liabilities in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

Level 3—Valuations that require inputs that reflect the Company's own assumptions that are both significant to the fair value measurement and unobservable.

To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized in Level 3. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The Company's assets and liabilities measured at fair value on a recurring basis include cash equivalents and warrant liabilities (Note 9).

Income taxes—The Company uses the asset and liability method for accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases. Deferred tax assets and liabilities are measured using enacted rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is recorded if it is more likely than not that a deferred tax asset will not be realized. The Company has provided a full valuation allowance on its deferred tax assets.

The Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the consolidated financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority.

The Company will recognize interest and penalties related to uncertain tax positions in income tax expense. As of and for the periods ended December 31, 2012 and 2013 and June 30, 2013 and 2014, the Company had no accrued interest or penalties related to uncertain tax positions and no amounts have been recognized in the Company's consolidated statements of operations.

Net loss per share—The Company calculates net loss per share in accordance with ASC 260, *Earnings per Share*. Basic earnings (loss) per share ("EPS") is calculated by dividing the net income or loss applicable to common stockholders by the weighted average number of common shares outstanding for the period, without consideration of unissued common stock equivalents. The net loss applicable to common stockholders is determined by the reported net loss for the period and deducting dividends accrued and accretion of preferred stock. Diluted EPS is calculated by adjusting the weighted average common shares outstanding for the dilutive effect of common stock options, warrants, and convertible preferred stock and accrued but unpaid convertible preferred stock dividends. In periods where a net loss is recorded, no effect is given to potentially dilutive securities, as their effect would be anti-dilutive.

Unaudited pro forma net loss per share is computed using the weighted average number of shares of common stock outstanding after giving effect to the conversion of all convertible preferred stock and

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

accrued but unpaid convertible preferred stock dividends during the year ended December 31, 2013 and the six months ended June 30, 2014 into shares of the Company's common stock as if such conversion had occurred at the date the Company issued such shares or the beginning of the applicable period, as appropriate.

The following table sets forth the computation of basic and diluted earnings (loss) per share attributable to the Company's common stockholders:

	December 31,		June 30,	
	2012	2013	2013	2014
Numerator:				
Net loss	$ (6,058)	$ (7,616)	$ (3,713)	$ (4,995)
Accretion and dividends on convertible preferred stock	(2,118)	(2,612)	(1,151)	(2,030)
Net loss applicable to common stockholders	$ (8,176)	$ (10,228)	$ (4,864)	$ (7,025)
Denominator:				
Weighted average common shares outstanding—basic and diluted	4,124,880	4,131,863	4,124,880	4,139,599
Net loss per share applicable to common stockholders—basic and diluted	$ (1.98)	$ (2.48)	$ (1.18)	$ (1.70)

The following common stock equivalents were excluded from the calculation of diluted net loss per share for the periods indicated as including them would have an anti-dilutive effect:

	December 31, 2012	December 31, 2013	June 30, 2013	June 30, 2014
Series AA preferred stock	15,458,796	23,204,783	23,824,518	23,204,783
Series X preferred stock	2,451,184	1,892,320	1,892,320	1,892,320
Warrants for Series AA preferred stock	–	1,081,226	228,906	1,081,226
Stock options	53,542	48,137	48,137	48,137
Total	17,963,522	26,226,466	25,993,881	26,226,466

Subsequent Events—The Company considers events or transactions that occur after the balance sheet date but prior to the issuance of the financial statements to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. The Company has completed an evaluation of all subsequent events through the date the financial statements were issued.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

3. Property and Equipment

At December 31, 2012 and 2013 and June 30, 2014, the Company's property and equipment consisted of the following:

	Estimated Useful Life	December 31, 2012	December 31, 2013	June 30, 2014
Office equipment	5 years	$ 50	$ 50	$ 50
Computer hardware and software	3 – 5 years	167	167	167
Total		217	217	217
Less accumulated depreciation		(217)	(217)	(217)
Property and equipment, net		$ –	$ –	$ –

During the year ended December 31, 2012, the Company recognized $9 of depreciation expense. During the year ended December 31, 2013, and the six month periods ended June 30, 2013 and 2014, the Company did not recognize any depreciation expense as its assets were fully depreciated.

4. Accrued Expenses

Accrued expenses at December 31, 2012 and 2013 and June 30, 2014 consisted of the following:

	December 31, 2012	December 31, 2013	June 30, 2014
Research and development	$144	$ 858	$1,206
Government payable	367	394	408
Compensation and benefits	86	213	62
Professional fees	52	110	110
Other	16	4	12
Total	$665	$1,579	$1,798

5. Debt

Notes Payable

On June 28, 2013, the Company entered into two Loan and Security Agreements (the "Loan Agreements" or "Loans") with two financial entities (the "Lenders") pursuant to which the Company issued Loans for $3,500 to each lender and received proceeds of $6,915 net of costs and fees payable to the lenders. The Loans bear interest at a rate per annum of 11.0%. The Loans mature on October 1, 2016 and require interest-only payments for the initial 12 months and thereafter require repayment of the principal balance with interest in 27 monthly installments. Also, upon full repayment or maturity of the Loans, the Lenders are due a termination payment of 3.0% of the initial principal amount of the Loans, or $210 (the "Loan Termination Payment"). In connection with the Loan Agreements, the Company granted first priority liens and the Loans are collateralized by the Company's personal property, including cash and cash equivalents. The Loan Agreements contain representations and warranties by the Company and certain indemnification provisions, non-financial covenants and default provisions. The Loan

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

Agreements also include certain provisions allowing for prepayment of the debt by the Company, exercisable at the Company's option, which require payment of additional interest to the Lenders based upon a stated rate and the balance outstanding at repayment. The Company has determined that the various embedded features do not require bifurcation from the Loan Agreements.

In connection with the Loan Agreements, the Company issued to the Lenders fully-vested warrants to purchase either, at the election of the warrant holder, (i) 228,906 shares of the Company's Series AA preferred stock at an exercise price of $1.529 per share, or (ii) $350 of stock in the next round stock, as defined in the Loan Agreements, at a price that is the lowest effective price per share that is offered in the next round. The warrants expire on the earlier of (i) ten years after the date of grant, or (ii) immediately prior to an acquisition transaction, as defined in the warrants.

The Company recorded the fair value of the warrant of approximately $222 (Note 9) as a discount to the carrying value of the Loans and as a liability. The Company will recognize any change in the value of the warrant liability each reporting period in the statement of operations. Additionally, the Company incurred fees related to the Loan Agreements and reimbursed Lenders for costs incurred by them aggregating $85 and reflected these fees as a discount to the carrying value of the Loan. The Company amortizes these loan discounts and the Loan Termination Payment, together totaling $517, to interest expense over the term of the Loan using the effective interest rate method. For the year ended December 31, 2013, interest expense related to the Loan Agreements was $501, including $112 related to accretion of the debt discount and termination payment. For the six months ended June 30, 2014, interest expense related to the Loan Agreements was $491, including $106 related to accretion of the debt discount and termination payment. At December 31, 2013 and June 30, 2014, the principal balance on the Loan Agreements was $7,000 and the unamortized debt discount balance was $195 and $89, respectively. Principal payments on the Loans are scheduled to be $1,410 in 2014, $3,063 in 2015 and $2,527 in 2016.

Convertible Promissory Notes

On July 2, 2012, the Company entered into convertible note purchase agreements (the "Convertible Note Agreements") with 11 of its principal investors pursuant to which the investors agreed to make loans to the Company in installments aggregating $3,500 in exchange for 8% convertible promissory notes (the "Convertible Notes"). The Convertible Notes' maturity date was July 2, 2013.

In July and November 2012, $1,500 and $1,000, respectively, of Convertible Notes were issued by the Company and reflected as a current liability at December 31, 2012.

The Convertible Notes plus the accrued interest thereon were convertible into shares issued in the Company's next sale of preferred stock on or before the maturity date of the Convertible Notes in an amount of at least $10,000 from one or more institutional investors. The conversion price was at a 10% discount from the issue price of such preferred stock. Based upon the terms of the Convertible Notes, and the intention to convert the notes prior to maturity, the Company deemed the Convertible Notes to be share-settled debt, and the Company accreted the Convertible Notes over their term, to the value of

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

the preferred stock into which the Convertible Notes would be converted ($3,909), recognizing accretion of this $409 discount as interest expense.

Pursuant to the terms of the Convertible Note Agreements, if a change-in control event, as defined in the Convertible Note Agreements, occurred prior to repayment or conversion of the Convertible Notes, the Convertible Noteholders would be entitled to receive in cash, an amount equal to two times the principal plus accrued interest. This feature was determined to be an embedded derivative. The Company bifurcated the derivative and accounted for it separately determining the value of the derivative to be de minimis. The Company reassessed the value of the derivative at each reporting period, concluding that the value remained de minimis.

During the years ended December 31, 2012 and 2013 and the six months ended June 30, 2013, the Company recorded $213, $381 and $381, respectively, of non-cash interest expense related to the accretion of the conversion feature and the accrual of interest on the Convertible Notes.

On June 11, 2013, pursuant to the provisions of the Convertible Note Agreements and in connection with the Company's issuance of Series AA preferred stock (see Note 7), the carrying value of the Convertible Notes of $3,909 and accrued interest of $185 were converted into 2,677,731 shares of Series AA preferred stock.

6. Income Taxes

No provision for federal or state income taxes was recorded during the years ended December 31, 2012 and December 31, 2013, as the Company incurred operating losses for each of these years.

A reconciliation between the effective tax rates and statutory rates for the years ended December 31, 2012 and 2013 is as follows:

	December 31,	
	2012	2013
Computed at statutory rate	34.00%	34.00%
State income taxes	5.46%	5.44%
Tax credits	0.00%	4.41%
Other	(1.82%)	(0.51%)
Valuation allowance	(37.64%)	(43.34%)
	–%	–%

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

The tax effect of significant temporary differences representing deferred tax assets and liabilities as of December 31, 2012 and 2013 is as follows:

	December 31,	
	2012	2013
Net operating loss ("NOL") and credit carryforwards	$ 25,255	$ 28,490
Capitalized research and development costs	11,786	11,890
Capital loss carryover	1,672	1,672
Other	221	183
Valuation allowance	(38,934)	(42,235)
	$ –	$ –

As required by ASC 740, *Income Taxes*, management of the Company has evaluated the positive and negative evidence bearing upon the realizability of its deferred tax assets, which are comprised principally of NOL carryforwards and capitalized research and development costs. As a result of the fact that the Company has incurred tax losses from inception, management has determined that it is more likely than not that the Company will not recognize the benefits of federal and state net deferred tax assets and, as a result, a full valuation allowance has been established against its net deferred tax assets as of December 31, 2012 and 2013. The Company has offset certain deferred tax liabilities with deferred tax assets that are expected to generate offsetting deductions within the same period. During the years ended December 31, 2012 and 2013, the valuation allowance changed by $2,300 and $3,301, respectively. Realization of deferred tax assets is dependent upon the generation of future taxable income.

As of December 31, 2013, the Company had federal NOL carryforwards for income tax purposes of approximately $69,300 that expire at various dates through 2033, and state NOL carryforwards of approximately $45,200 that expire at various dates through 2033, available to reduce future federal and state income taxes, if any. As of December 31, 2013, the Company had federal research and development tax credits of approximately $2,466, and state research and development tax credits of approximately $526. If substantial changes in the Company's ownership should occur, as defined in Section 382 of the Internal Revenue Code of 1986, as amended, (the "Code"), there could be annual limitations on the amount of loss carryforwards which can be realized in future periods. The Company has determined that it has experienced a prior ownership change occurring in 2006. The pre-change NOLs, although subject to an annual limitation, can be utilized in future years as well as any post change NOLs, provided that sufficient income is generated and no future ownership changes occur that may limit the Company's NOLs. The Company does not believe it has experienced an ownership change since 2006.

As of December 31, 2012 and 2013, the Company's total unrecognized tax benefits totaled $235 and $258, respectively, which if recognized would affect the effective tax rate prior to the adjustment for the Company's valuation allowance. The Company files income tax returns in the U.S. federal and Massachusetts tax jurisdictions. Tax years 2010 through 2013 remain open to examination by the tax jurisdictions to which the Company is subject to tax. Since the Company is in a loss carryforward

(in thousands, except share and per share data)

position, the Internal Revenue Service ("IRS") and state taxing authorities are permitted to audit the earlier tax years and propose adjustments up to the amount of the NOLs, generated. The Company is not currently under examination by the IRS or any other jurisdiction for any tax years.

The change in unrecognized tax benefits for each of the years ended December 31, 2012 and 2013 are as follows:

	December 31,	
	2012	2013
Balance at January 1,	$220	$235
Additions for current year tax positions	15	23
Reductions for expirations of statute of limitations or settlements	–	–
	$235	$258

The Company does not expect significant changes in its unrecognized tax benefits over the next twelve months.

7. Equity

Authorized Shares

As of December 31, 2013, the authorized stock of the Company was 32,857,171 shares of common stock, $0.01 par value per share, and 28,659,924 shares of preferred stock, $0.001 par value per share, of which 25,757,874 shares are authorized Series AA redeemable convertible preferred stock (the "Series AA preferred stock") and 2,902,050 shares are authorized as Series X redeemable convertible preferred stock (the "Series X preferred stock") (collectively, the "Preferred Stock").

Common Stock

All preferences, voting powers, relative, participating, optional, or other specific rights and privileges, limitations, or restrictions of the common stock are expressly subject to those that may be fixed with respect to any shares of preferred stock. Common stockholders are entitled to one vote per share, and to receive dividends, when and if declared by the Board. At December 31, 2012, there were 4,124,880, shares of common stock outstanding and at each of December 31, 2013 and June 30, 2014, there were 4,139,599, shares of common stock outstanding.

Preferred Stock

The Company has evaluated the tranched nature of its Preferred Stock offerings, its investor registration rights, as well as the rights, preferences and privileges of each series of Preferred Stock and has concluded that there are no freestanding derivative instruments or any embedded derivatives requiring bifurcation. Additionally, the Company assessed the conversion terms associated with its Preferred Stock and concluded that there were no beneficial conversion features.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

Series AA Redeemable Convertible Preferred Stock

As of December 31, 2011, there were 15,458,796 shares of Series AA preferred stock issued and outstanding.

In June and July 2013, the Company issued 6,540,221 shares of Series AA preferred stock at a price per share of $1.529 for cash proceeds in the amount of $9,961, net of issuance costs of $39.

In connection with these financings, the Company issued 2,677,731 shares of Series AA preferred stock pursuant to conversion of the Convertible Notes (see Note 5).

Certain investors did not purchase their prescribed pro-rata shares, as defined in the Series AA convertible preferred stock and warrant purchase agreements and in accordance therewith 1,471,965 shares of their previously outstanding Series AA preferred stock were converted into 14,719 shares of common stock and the $2,253 carrying value of the converted Series AA preferred stock was reclassified to additional paid-in capital.

Additionally, the Company issued warrants to purchase 852,230 shares of Series AA preferred stock at a price of $0.01 per share. These warrants expire upon the earliest of (i) the tenth anniversary of issuance, or July 11, 2023, (ii) the closing of the Company's initial public offering of its securities, or (iii) the closing of a sale event, as defined in the warrant. The Company allocated $1,585 of the proceeds received, representing the grant date fair value, to the warrants issued and accounts for these warrants as liabilities. The Company will recognize any change in the fair value of the warrant liabilities each reporting period in the consolidated statements of operations (Note 9).

Due to the optional redemption feature of the Series AA preferred stock, the Company classifies the Series AA preferred stock as temporary equity in the mezzanine section of the balance sheet and is accreting the value to the redemption amount. The carrying amount of the Series AA preferred stock at December 31, 2012 was $27,856, including $4,343 of accrued but unpaid and undeclared dividends. The carrying amount of the Series AA preferred stock at December 31, 2013 was $40,685, including $6,575 of accrued but unpaid and undeclared dividends. The carrying amount of the Series AA preferred stock at June 30, 2014, was $42,715, including $8,186 of accrued but unpaid and undeclared dividends.

Rights, Preferences, and Privileges

Voting:

Series AA preferred stock votes together with all other classes and series of stock as a single class on all actions to be taken by the stockholders of the Company. Each share of Series AA preferred stock shall entitle the holder to such number of votes per share on each such action as shall equal the number of shares of common stock (including fractions of a share) into which each share of Series AA preferred stock is then convertible.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

Dividends:

Series AA preferred stock accrues dividends quarterly at the rate of eight percent (8%) per annum, based upon the Series AA original issue price, whether or not declared, are cumulative and compounded annually. The Series AA original issue price was $1.529 per share (“Series AA Original Issue Price”).

Liquidation Preference:

Upon any liquidation, dissolution or winding up of the Company (a “Liquidation Event”), whether voluntary or involuntary, the holders of the shares of Series AA preferred stock shall be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of Series X preferred stock or common stock, an amount per share equal to two times the Series AA Original Issue Price plus any accrued or declared but unpaid dividends (the “Series AA Initial Preference”). If upon any Liquidation Event, the assets to be distributed to the holders of Series AA preferred stock shall be insufficient to permit payment to the stockholders of the Series AA Initial Preference, then the holders of the Series AA preferred stock shall share ratably in any distribution of the remaining assets of the Company available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Upon any Liquidation Event, immediately after the holders of Series AA preferred stock have been paid in full the Series AA Initial Preference and after the holders of Series X preferred stock have been paid full the Series X preference (see Series X preferred stock below), the holders of the shares of Series AA preferred stock shall be paid out of the assets of the Company available for distribution to its stockholders before any payment shall be made to the holders of common stock, a per share amount equal to one-half times the Series AA Original Issue Price (the “Series AA Secondary Preference”). If upon any Liquidation Event, the assets to be distributed to the holders of Series AA preferred stock shall be insufficient to permit payment to such stockholders of the Series AA Secondary Preference, then the holders of the Series AA preferred stock shall share ratably in any distribution of the remaining assets of the Company available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

Optional Conversion:

The holder of any share or shares of Series AA preferred stock shall have the right, at its option at any time, to convert any such shares of Series AA preferred stock (except that upon any liquidation of the Company the right of conversion shall terminate at the close of business on the business day fixed for payment of the amounts distributable on the Series AA preferred stock), each such share of Series AA preferred stock being converted into such number of fully paid and nonassessable shares of common stock as is obtained by dividing (1) the Series AA Original Issue Price plus any accrued or declared but unpaid dividends by (2) the Series AA Conversion Price in effect at the date any share or shares of Series AA preferred stock are surrendered for conversion. The “Series AA Conversion Price” is $ 1.529, and is subject to adjustment as discussed under the section “Anti Dilution” below.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

Mandatory Conversion:

The Series AA preferred stock (including any accrued and unpaid dividends thereon) shall be automatically converted into common stock, at the then applicable conversion price (i) in the event that the holders of at least two-thirds of the outstanding Series AA preferred stock, voting as a single class, consent to such conversion, or (ii) upon the closing of a firmly underwritten public offering (a "Qualified Public Offering") of shares of common stock of the Company at a price per share of not less than $7.65 per share and a total gross offering proceeds to the Company in excess of $40,000 (before deduction of underwriters' commissions and discounts). The Qualified Public Offering shall be underwritten by an investment bank approved by a majority of the board of directors and acceptable to two-thirds of the Series AA preferred stock.

Special Mandatory Conversion:

In the event that any investor does not participate in a qualified financing by purchasing in the aggregate, in such qualified financing and within the time period specified by the Company its pro rata amount of the qualified financing (such Investor's "Pro Rata Amount"), then the applicable portion of the shares of Series AA preferred stock held by such investor immediately prior to the initial closing of the qualified financing shall automatically, and without any further action on the part of such Investor, be converted into common stock at a conversion ratio of one hundred-to-one (100:1) (such that every one hundred shares of Series AA preferred Stock are converted into one share of common stock), effective upon, subject to, and concurrently with, the consummation of the final closing. For purposes of determining the number of shares of Series AA preferred stock owned by an investor, and for determining the number of offered securities an investor has purchased in a qualified financing, all shares of Series AA preferred stock held by affiliates of such investor shall be aggregated with such investor's shares and all offered securities purchased by affiliates of such Investor shall be aggregated with the offered securities purchased by such Investor (provided that no shares or securities shall be attributed to more than one entity or person within any such group of affiliated entities or persons).

Anti-dilution:

The conversion price of the Series AA preferred stock is subject to adjustment to reduce dilution in the event that the Company issues additional equity securities at a purchase price less than the applicable conversion price. The conversion price will also be subject to proportional adjustment for events such as stock splits, stock dividends, and recapitalization.

Redemption:

Shares of Series AA preferred stock shall be redeemed by the Company out of funds lawfully available there for at a price equal to the Series AA Original Issue Price per share, plus all accrued or declared but unpaid dividends thereon (the "Redemption Price"), in three annual installments commencing not more than 60 days after receipt by the Company at any time on or after the fifth anniversary of June 9, 2010, from the holders of at least sixty-six and two-thirds percent (66 and 2/3%) of the then outstanding shares of Series AA preferred stock of written notice requesting redemption of all shares of Series AA preferred stock. The date of each such installment shall be referred to as a

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

"Redemption Date." If the Company does not have sufficient funds legally available to redeem on any Redemption Date all shares of Series AA preferred stock to be redeemed on such Redemption Date, the Company shall redeem a pro rata portion of each holder's redeemable shares of such capital stock out of funds legally available.

Certain "change in control" events, as defined in the Company's certificate of incorporation, are considered to be liquidation events upon which the holders of Series AA preferred stock have the option to require the Company redeem the shares held, at their liquidation value, as discussed above.

Series X Redeemable Convertible Preferred Stock

In June 2010, the Company sold 2,451,184 shares of Series X redeemable convertible preferred stock ("Series X preferred stock") to employees and consultants to the Company at a purchase price of $0.001 per share, subject to stock purchase and restriction agreements. Pursuant to these agreements, the shares vest upon the third anniversary of the issuance if the purchaser of the Series X preferred shares remained an employee or maintained a business relationship with the Company. The Series X preferred stockholder cannot sell, assign, transfer, pledge, encumber or dispose of all or any of the unvested shares except to the Company. The Company determined that the issuance of these restricted shares was compensatory in nature and accounted for the issuance as stock-based compensation. The excess grant date value, over the proceeds received from each purchase was determined to be compensation expense.

Simultaneous with the issuance of Series X preferred stock, the Company entered into termination and separation agreements with certain employees and consultants who purchased 392,189 shares of Series X preferred stock. The Company determined that there was no substantive future services required of these employees and consultants and recognized all of the associated compensation expense upon issuance.

The remaining 2,058,995 shares were issued to continuing employees of the Company and the Company recognized the compensation expense on a straight-line basis over the requisite service period, net of an estimated forfeiture rate. The Company recognized compensation expense of $211 and $185 related to the vesting of these shares, during the years ended December 31, 2012 and 2013, respectively.

Two of the employees that purchased Series X preferred stock were terminated by the Company in May 2013. Upon termination, the Company repurchased an aggregate of 558,864 shares of Series X preferred stock and modified the vesting terms on the remaining 558,862 shares of Series X preferred stock held by these employees. The modified vesting terms provide that the shares will vest upon the occurrence of a liquidation event, if such liquidation event occurs within two years of the date of the modifications. The Company retains the right to repurchase the invested shares at the purchase price of $0.01 per share if a liquidation event does not occur within two years of the date of the modification. In connection with this modification, during the year ended December 31, 2013, and the six months ended June 30, 2013, the Company reversed the cumulative $343 of stock-based compensation that

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

had been recorded related to these shares. The Company has estimated the fair value of the modified award at the modification date to be $559 and will recognize the compensation expense if and when a liquidation event occurs.

The following table is a rollforward of unvested Series X preferred stock shares;

Unvested—December 31, 2011	2,451,184
Vested	–
Repurchased	–
Unvested—December 31, 2012	2,451,184
Vested	1,333,458
Repurchased	558,864
Unvested—December 31, 2013	558,862
Vested	–
Repurchased	–
Unvested—June 30, 2014	558,862

Due to the redemption feature of the Series X preferred stock, discussed further below, the Company classifies the Series X preferred stock as temporary equity in the mezzanine section of the balance sheet.

Rights, Preferences, and Privileges

Voting Rights:

The Series X preferred stock does not have any voting rights, except as related to the election of certain directors. When the Series X preferred stock has voting rights, each share of Series X preferred stock entitles the holder to such number of votes per share on each such action as shall equal the number of shares of common stock into which each share of Series X preferred stock is then convertible.

Liquidation Preference:

Upon any liquidation event, such as a liquidation, dissolution or winding up of the Company, immediately after the holders of Series AA preferred stock have been paid in full, the Series AA preferred stock initial preference as described above and before any payment is made to the holders of common stock, the holders of the shares of Series X preferred stock shall be paid out of assets of the Company available for distribution to its stockholders a per share amount determined by taking the product of (1) the percentage calculated as (i) the total number of issued and outstanding shares of common stock owned by the holders of Series X preferred stock determined on an as converted fully-diluted basis divided by (ii) the total number of issued and outstanding shares of common stock of the Company on an as converted fully diluted basis, and (2) the remaining assets of the Company available for distribution to its stockholders, and dividing such product by the number of issued and outstanding shares of Series X preferred stock (the “Series X Preference”).

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

Certain change in control events, as defined in the Company's certificate of incorporation, are considered to be liquidation events upon which the holders of Series X preferred stock have the option to require the Company redeem the shares held, at their liquidation value, as discussed above.

Right to Convert:

The holder of any share of Series X preferred stock shall have the right, at any time to convert any such share (except that upon any liquidation of the Company the right of conversion shall terminate at the close of business on the business day fixed for payment of the amounts distributable on the Series X preferred stock), into fully paid and nonassessable shares of common stock based on the Series X Conversion Ratio. The Series X Conversion Ratio shall initially be 1:1, subject to adjustment as discussed under the section "Anti-Dilution" below.

Mandatory Conversion:

The Series X preferred stock shall be automatically converted into common stock, at the then applicable conversion price (i) in the event that the holders of at least two-thirds of the outstanding Series AA preferred stock, voting as a single class, consent to such conversion, or (ii) upon the closing of a Qualified Public Offering.

Anti-Dilution:

The conversion price of the Series X preferred stock is subject to adjustment to reduce dilution in the event that the Company issues additional equity securities at a price less than the applicable conversion price. The conversion price will also be subject to proportional adjustment for events such as stock splits, stock dividends, and recapitalization.

Treasury Stock

Treasury stock of $176 at December 31, 2012 and 2013 and June 30, 2014 reflects 7,650 shares on common stock repurchased by the Company and recorded at cost.

2004 Stock Option and Incentive Plan

In July 2004, the Company's board of directors adopted the 2004 Stock Option and Incentive Plan (the "Plan") for the issuance of incentive stock options, restricted stock, and other equity awards, all for common stock, as determined by the board of directors to employees, officers, directors, consultants, and advisors of the Company and its subsidiaries. There are 82,989 shares issuable under the Plan. Only stock options were granted under the Plan. The 2004 Plan expired in February 2014 but remains effective for all outstanding options.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

The following table summarizes the option activity for the years ended December 31, 2012 and 2013 and six months ended June 30, 2014 under the Plan:

	Year Ended December 31,				Six months ended June 30,	
	2012	Weighted-Average Exercise Price Per Share	2013	Weighted-Average Exercise Price Per Share	2014	Weighted-Average Exercise Price Per Share
Outstanding at beginning of the period	53,542	$ 10.00	53,542	$ 10.00	48,137	$ 10.00
Granted during the period	–	–	–	–	–	–
Exercised during the period	–	–	–	–	–	–
Expired during the period	–	–	(5,405)	10.00	–	–
Outstanding at end of the period	53,542	$ 10.00	48,137	$ 10.00	48,137	$ 10.00
Exercisable at end of period	49,835	$ 10.00	48,137	$ 10.00	48,137	$ 10.00
Weighted-average years remaining on contractual life	5.18		4.17		3.67	
Unrecognized compensation cost related to non-vested stock options	$ 1		$ –		$ –	

No stock options were granted or exercised from January 1, 2012 through June 30, 2014.

The Company has historically granted common stock options pursuant to the 2004 Plan at an exercise price that is not less than the fair market value of the Company's stock as determined by the board of directors, with input from management. The board of directors has historically determined the estimated fair value of the Company's common stock on the date of grant based on a number of objective and subjective factors, including external market conditions, rights and preferences of securities senior to the common stock at the time of each grant, the likelihood of achieving a liquidity event such as an initial public offering or the sale of the Company, and third party valuations.

The Company recognizes compensation expense based on the estimated grant date fair value method using the Black-Scholes valuation model. The Company reduces compensation expense for expected forfeitures, as estimated by management.

As the Company's stock is not traded publicly, the computation of expected volatility is based on the historical volatilities of peer companies. The peer companies include organizations that are in the same industry, with similar size and stage of growth. The Company estimates that the expected life of the options granted using the simplified method allowable under Staff Accounting Bulletin No. 107, *Share Based Payments*. The expected life is applied to the stock option grant group as a whole, as the Company does not expect substantially different exercise or post vesting termination behavior among its employee population. The interest rate is based on the 5-year U.S. treasury bills on the grant date of the option.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

The Company recorded a total of $266 and $1 in the years ended December 31, 2012 and 2013, respectively, as stock-based compensation expense relating to outstanding stock options granted pursuant to the 2004 Plan. At December 31, 2012 and 2013, there was $1 and $0 of unrecognized stock-based compensation expense relating to stock options, respectively.

Restricted Common Stock

In 2011, the Company issued 98,530 restricted common shares pursuant to a stock purchase and restriction agreement for a price of $0.01 per share. The Company received $1 from the grantee. These shares vest 25% on each of the first four anniversaries of the date of grant. The following table is a rollforward of unvested restricted common shares:

Unvested shares—December 31, 2011	98,530
Shares vested	(24,632)
Unvested shares—December 31, 2012	73,898
Shares vested	(24,633)
Unvested shares—December 31, 2013	49,265
Shares vested	(24,632)
Unvested shares—June 30, 2014	24,633

The Company recorded the excess grant date fair value, over the proceeds received as compensation expense. The Company recorded $9 of stock-based compensation expense related to this award in the years ended December 31, 2012 and 2013, and $4 in each of the six months ended June 30, 2013 and 2014. At December 31, 2012 and 2013, there was $16 and $7, respectively, unrecognized compensation expense related to this grant. At June 30, 2013 and 2014, there was $12 and $3, respectively, unrecognized compensation expense related to this grant.

8. Commitments and Contingencies

Operating leases

The Company leases office space in Lexington, Massachusetts under a lease agreement expiring in March 2015. Rent expense for the years ended December 31, 2012 and 2013, was $97 and $47, respectively, and $26 and $27 for the six months ended June 30, 2013 and 2014, respectively. Future minimum rental payments under the terms of this lease are $54 and $13 for the years ended December 31, 2014 and 2015, respectively.

Indemnification Arrangements

As permitted under Delaware law, the Company's bylaws provide that the Company will indemnify any director, officer, employee or agent of the Company or anyone serving in these capacities. The maximum potential amount of future payments the Company could be required to pay is unlimited. The Company has insurance that reduces its monetary exposure and would enable it to recover a portion of

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

any future amounts paid. As a result, the Company believes that the estimated fair value of these indemnification commitments is minimal.

Throughout the normal course of business, the Company has agreements with vendors that provide goods and services required by the Company to run its business. In some instances, vendor agreements include language that requires the Company to indemnify the vendor from certain damages caused by the Company's use of the vendor's goods and/or services. The Company has insurance that would allow it to recover a portion of any future amounts that could arise from these indemnifications. As a result, the Company believes that the estimated fair value of these indemnification commitments is minimal.

9. Fair Value of Financial Measurements

Items measured at fair value on a recurring basis include cash equivalents and warrant liabilities.

The following table sets forth the Company's financial instruments that were measured at fair value on a recurring basis by level within the fair value hierarchy:

	Fair Value Measurements at December 31, 2012			
	Total	Level 1	Level 2	Level 3
Assets				
Money market mutual fund	$ 505	$ –	$ 505	$ –

	Fair Value Measurements at December 31, 2013			
	Total	Level 1	Level 2	Level 3
Assets				
Money market mutual fund	$5,009	$ –	$5,009	$ –
Liabilities				
Convertible preferred stock warrant liability	$1,888	$ –	$ –	$1,888

	Fair Value Measurements at June 30, 2014			
	Total	Level 1	Level 2	Level 3
Liabilities				
Convertible preferred stock warrant liability	$2,486	$ –	$ –	$2,486

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

The fair value of the Company's money market mutual funds is based on quoted prices on an active exchange.

As previously discussed (Notes 5 and 7), the Company has issued warrants to purchase Series AA preferred stock in connection with the 2013 Series AA preferred stock issuance and the Loan Agreements. The Series AA warrant liabilities were recorded at their fair value on the date of issuance and are remeasured on each subsequent balance sheet date, with fair value changes recognized as income (decrease in fair value) or expense (increase in fair value) in other income (expense) in the statements of operations.

As of December 31, 2013 and as of June 30, 2014, the Company used a hybrid valuation model in which a Monte Carlo simulation was used to calculate the fair value of the Company's equity securities under three scenarios including: i) an initial public offering scenario, ii) a merger or acquisition scenario or iii) a stay private scenario. The Company then probability-weighted each equity value derived from the Monte Carlo simulation based upon the Company's estimate of the likelihood of the exit scenario occurring.

The assumptions used in calculating the estimated fair value of the warrants represent the Company's best estimates and include probabilities of settlement scenarios, enterprise value, time to liquidity, risk-free interest rates, discount for lack of marketability and volatility. The estimates are based, in part, on subjective assumptions and could differ materially in the future. Generally, increases or decreases in the fair value of the underlying convertible preferred stock would result in a directionally similar impact in the fair value measurement of the warrant liability.

The following table details the assumptions used in the Monte Carlo simulation models used to estimate the fair value of the Series AA preferred stock warrants upon issuance and at each reporting period:

	June 30, 2013	December 31, 2013	June 30, 2014
Volatility	75% – 80%	60%	65%
Expected term (years)	1.50 – 1.75	1.00 – 1.25	0.50 – 0.75
Expected dividend yield	0.0%	0.0%	0.0%
Risk-free rate	0.26% – 0.31%	0.13% – 0.19%	0.06% – 0.09%

In addition to the assumptions above, the Company's estimated fair value of the Series AA preferred stock warrant liabilities is calculated using other key assumptions including the probability of an exit event, the enterprise value as determined on an income approach, and a discount for lack of marketability. Management, with the assistance of an independent valuation firm, made these subjective determinations based on available current information; however, as such information changes, so might management's determinations and such changes could have a material impact of future operating results.

Inotek Pharmaceuticals Corporation

Notes to Consolidated Financial Statements
(Information as of June 30, 2014 and for the six months ended June 30, 2013 and 2014 is unaudited)
(in thousands, except share and per share data)

During the periods presented, the Company has not changed the manner in which it values liabilities that are measured at fair value using Level 3 inputs. The Company recognizes transfers between levels of the fair value hierarchy as of the end of the reporting period. There were no transfers within the hierarchy during the years ended December 31, 2012 or 2013 and during the six months ended June 30, 2014.

The following table reflects the change in the Company's Level 3 warrant liabilities from December 31, 2012 through June 30, 3014:

	Warrant Liabilities
Balance at December 31, 2012	$ –
Issuance of warrants	222
Change in value	–
Balance at June 30, 2013	222
Issuance of warrants	1,585
Change in value	81
Balance at December 31, 2013	1,888
Change in value	598
Balance at June 30, 2014	$ 2,486

10. Retirement Plan

The Company sponsors a 401(k) savings plan (the "Savings Plan") for all eligible U.S. employees. The Company reserves the right to modify, amend, or terminate the Savings Plan. Employees may contribute up to the maximum allowed by the IRS, while the Company contributes to the plan at the discretion of the board of directors. The Company's contributions to the plan for the years ended December 31, 2012 and 2013, amounted to $28 and $23, respectively, and $10 for the six months ended June 30, 2014.

11. Subsequent events

During July and August 2014, warrants exercisable for 508,929 shares of Series AA preferred stock at $0.01 per share were exercised, resulting in proceeds to the Company of $6.

Shares

Common Stock

PROSPECTUS

Cowen and Company **Piper Jaffray**

, 2014

Through and including , 2014 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

PART II

Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the fees and expenses, other than underwriting discounts and commissions, payable in connection with the registration of the common stock hereunder. All amounts are estimates except the SEC registration fee.

SEC registration fee	$ *
FINRA filing fee	*
NASDAQ listing fee	*
Blue Sky fees and expenses	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law, or the DGCL, authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

We have adopted provisions in our certificate of incorporation and bylaws to be in effect upon the closing of this offering that limit or eliminate the personal liability of our directors to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended. Consequently, a director will not be personally liable to us or our stockholders for monetary damages or breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, our bylaws provide that:

- we will indemnify our directors, officers and, in the discretion of our board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and
- we will advance reasonable expenses, including attorneys' fees, to our directors and, in the discretion of our board of directors, to our officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of us, subject to limited exceptions.

We have entered into indemnification agreements with each of our directors and intend to enter into such agreements with certain of our executive officers. These agreements provide that we will indemnify each of our directors, certain of our executive officers and, at times, their affiliates to the fullest extent permitted by Delaware law. We will advance expenses, including attorneys' fees (but excluding judgments, fines and settlement amounts), to each indemnified director, executive officer or affiliate in connection with any proceeding in which indemnification is available and we will indemnify our directors and officers for any action or proceeding arising out of that person's services as a director or officer brought on behalf of us and/or in furtherance of our rights. Additionally, each of our directors may have certain rights to indemnification, advancement of expenses and/or insurance provided by their affiliates, which indemnification relates to and might apply to the same proceedings arising out of such director's services as a director referenced herein. Nonetheless, we have agreed in the indemnification agreements that our obligations to those same directors are primary and any obligation of the affiliates of those directors to advance expenses or to provide indemnification for the expenses or liabilities incurred by those directors are secondary.

We also maintain general liability insurance which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act.

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of us and our directors and officers by the underwriters against certain liabilities under the Securities Act and the Exchange Act.

Item 15. Recent Sales of Unregistered Securities.

The following list sets forth information as to all securities we have sold since January 1, 2011, which were not registered under the Securities Act.

1. In June 2013, we issued a Warrant to Purchase Shares of Series Preferred Stock to each of Drawbridge Special Opportunities Fund LP and Horizon Technology Finance Corporation, each exercisable for up to 114,453 shares of our Series AA preferred stock (228,906 shares in the aggregate) at $1.529 per share, as partial consideration for their provision of a credit facility to us.

2. In June 2013, we issued an aggregate of 8,365,722 shares of our Series AA preferred stock to 11 investors for aggregate consideration of approximately $8.7 million in cash and the conversion of approximately $3.7 million in convertible promissory notes. In July 2013, we issued an aggregate of 852,230 shares of our Series AA preferred stock to eight investors for aggregate consideration of $1.3 million and warrants to purchase 852,230 shares of our Series AA preferred stock at an exercise price of $0.01 per share to the same eight investors, which warrants will terminate upon the closing of this offering.

3. In May 2011, we issued an aggregate of 2,329,464 shares of our Series AA preferred stock to 11 investors for aggregate consideration of approximately $3.6 million. In June, 2011, we issued an aggregate of 3,651,425 shares of our Series AA preferred stock to 11 investors for aggregate consideration of approximately $5.5 million.

We deemed the offers, sales and issuances of the securities described in the paragraphs above to be exempt from registration under the Securities Act, in reliance on Section 4(2) of the Securities Act, including Regulation D and Rule 506 promulgated thereunder, regarding transactions by an issuer not involving a public offering. All purchasers of securities in transactions exempt from registration pursuant to Regulation D represented to us that they were accredited investors and were acquiring the shares for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof and that they could bear the risks of the investment and could hold the securities for an indefinite period of time. The purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration statement or an available exemption from such registration.

All certificates representing the securities issued in the transactions described in this Item 15 included appropriate legends setting forth that the securities had not been offered or sold pursuant to a registration statement and describing the applicable restrictions on transfer of the securities. There were no underwriters employed in connection with any of the transactions set forth in this Item 15.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits:

The exhibits to the registration statement are listed in the Exhibit Index to this registration statement and are incorporated herein by reference.

(b) Financial Statements Schedules:

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, or the Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The Registrant hereby undertakes that:

(a) The Registrant will provide to the underwriter at the closing as specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(b) For purposes of determining any liability under the Securities Act of 1933, as amended, the information omitted from a form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act of 1933, as amended, shall be deemed to be part of this registration statement as of the time it was declared effective.

(c) For the purpose of determining any liability under the Securities Act of 1933, as amended, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Lexington, Commonwealth of Massachusetts, on , 2014.

INOTEK PHARMACEUTICALS CORPORATION

By: _____

Name: David P. Southwell
Title: President, Chief Executive Officer and Director

POWER OF ATTORNEY AND SIGNATURES

KNOW ALL BY THESE PRESENT, that each individual whose signature appears below hereby constitutes and appoints each of David P. Southwell, Rudolf Baumgartner and William McVicar as such person's true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement (or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact and agent, or any substitute or substitutes of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and Power of Attorney has been signed by the following person in the capacities and on the date indicated.

Signature	Title	Date
_____ David P. Southwell	President, Chief Executive Officer and Director (Principal Executive Officer)	, 2014
_____	Senior Vice President, Finance (Principal Financial and Accounting Officer)	, 2014
_____ A.N. "Jerry" Karabelas, Ph.D.	Director	, 2014
_____ Ittai Harel	Director	, 2014
_____ Paul G Howes	Director	, 2014

Signature	Title	Date
Devang V. Kantesaria, M.D.	Director	, 2014
Isai Peimer	Director	, 2014
Martin Vogelbaum	Director	, 2014

EXHIBIT INDEX

Exhibit No.	Exhibit Index
1.1*	Form of Underwriting Agreement
3.1*	Fifth Amended and Restated Certificate of Incorporation of the Registrant, as amended and currently in effect
3.2*	Sixth Amended and Restated Certificate of Incorporation of the Registrant (to be effective upon the consummation of this offering)
3.3.1	By-Laws
3.3.2	Amendment No. 1 to By-Laws
3.3.3	Amendment No. 2 to By-Laws
3.3.4	Amendment No. 3 to By-Laws
3.4*	Form of Amended and Restated Bylaws of the Registrant (to be effective upon the consummation of this offering)
4.1*	Form of Common Stock certificate of the Registrant
4.2	Third Amended and Restated Investor Rights Agreement, dated as of June 9, 2010, by and among the Registrant and each of the parties listed on Schedule A thereto
4.3.1	Third Amended and Restated Stockholders Agreement, dated as of June 9, 2010, by and among the Registrant and each of the parties listed on Schedule I thereto, as amended and currently in effect
4.3.2	Amendment No. 1 to the Third Amended and Restated Stockholders Agreement, dated as of June 11, 2010, by and among the Registrant and each of the parties listed on the signature pages thereto
5.1*	Opinion of Goodwin Procter LLP
10.1†	2004 Stock Option and Incentive Plan
10.2†*	2014 Stock Option and Incentive Plan and forms of agreements thereunder
10.3†	Letter Agreement, dated as of July 28, 2014, by and between the Registrant and David P. Southwell
10.4†	Letter Agreement, dated as of May 2, 2007, by and between the Registrant and Dr. Rudolf A. Baumgartner, M.D., as amended and currently in effect
10.5†	Letter Agreement, dated as of August 23, 2007, by and between the Registrant and Dr. William K. McVicar, M.D., as amended and currently in effect
10.6	Venture Loan and Security Agreement, dated as of June 28, 2013, by and among the Registrant, Horizon Technology Finance Corporation and Fortress Credit Co LLC
10.7†*	Form of Indemnification Agreement, to be entered into between the Registrant and its directors and officers
10.8	Lease, dated as of May 11, 2012, by and between the Registrant and Farley White Kilnbrook Three, LLC, as amended and currently in effect
23.1*	Consent of McGladrey LLP
23.2*	Consent of Goodwin Procter LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included in signature page)

* To be included by amendment

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

Exhibit 3.3.1

INOTEK CORPORATION

BY-LAWS

ARTICLE I – STOCKHOLDERS

Section 1 Annual Meeting.

An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at ten o'clock a.m. or such other time as is determined by the Board of Directors, on such date (other than a Saturday, Sunday or legal holiday) as is determined by the Board of Directors, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders, and at such place as the Board of Directors shall each year fix.

Section 2 Special Meetings.

Subject to the rights of the holders of any class or series of preferred stock of the Corporation, special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Special meetings of the stockholders may be held at such place within or without the State of Delaware as may be stated in such resolution.

Section 3 Notice of Meetings.

Written notice of the place, date, and time of all meetings of the stockholders shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation of the Corporation).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4 Quorum.

At any meeting of the stockholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law. Where a separate vote by a class or classes is required, a majority of the shares of such class or classes present in person or represented by proxy shall constitute a ' quorum entitled to take action with respect to that vote on that matter.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date, or time.

Section 5 Organization.

The Chairman of the Board of Directors or, in his or her absence, such person as the Board of Directors may have designated or, in his or her absence, the chief executive officer of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman of the meeting appoints.

Section 6 Conduct of Business.

The Chairman of the Board of Directors or his or her designee or, if neither the Chairman of the Board nor his or" her designee is present at the meeting, then a person appointed by a majority of the Board of Directors, shall preside at, and act as chairman of, any meeting of the stockholders. The chairman of any meeting of stockholders shall determine the order of business and the procedures at the meeting, including such regulation of the manner of voting and the conduct of discussion as he or she deems to be appropriate.

Section 7 Proxies and Voting.

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

Each stockholder shall have one (1) vote for every share of stock entitled to vote which is registered in his or her name on the record date for the meeting, except as otherwise provided herein or required by law.

All voting, including on the election of directors but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a vote by ballot shall be taken.

Except as otherwise provided in the terms of any class or series of preferred stock of the Corporation, all elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast.

Section 8 Action Without Meeting.

Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken

without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (1) signed and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (2) delivered to the Corporation within sixty (60) days of the earliest dated consent by delivery to its registered office in the State of Delaware (in which case delivery shall be by hand or by certified or registered mail, return receipt requested), its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 9 Stock List.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

ARTICLE II - BOARD OF DIRECTORS

Section 1 Number, Election, Tenure and Qualification.

The number of directors which shall constitute the whole board shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting or at any special meeting of stockholders. The directors shall be elected at the annual meeting or at any Special meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his or her successor is elected and qualified, unless sooner displaced. Directors need not be stockholders.

Section 2 Vacancies and Newly Created Directorships.

Subject to the rights of the holders of any class or series of preferred stock of the Corporation to elect directors, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office, though less than a quorum, or the sole remaining director. No decrease in the number of authorized directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 3 Resignation and Removal.

Any director may resign at any time upon written notice to the Corporation at its principal place of business or to the chief executive officer or secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, unless otherwise specified by law or the Certificate of Incorporation.

Section 4 Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A written notice of each regular meeting shall not be required.

Section 5 Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if any, the President, the Treasurer, the Secretary or one or more of the directors then in office and shall be held at such place, on such date, and at such time as they or he or she shall fix. Notice of the place, date, and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three (3) days before the meeting or orally, by telegraph, telex, cable or telecopy given not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 6 Quorum.

At any meeting of the Board of Directors, a majority of the total number of members of the Board of Directors shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 7 Action by Consent.

Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 8 Participation in Meetings By Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 9 Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law.

Section 10 Powers.

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:

(1) To declare dividends from time to time in accordance with law;

(2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(3) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, to borrow funds and guarantee obligations, and to do all things necessary in connection therewith;

(4) To remove any officer of the Corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;

(5) To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers, employees and agents;

(6) To adopt from time to time such stock, option, stock purchase, bonus or other compensation plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine;

(7) To adopt from time to time such insurance, retirement, and other benefit plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine; and,

(8) To adopt from time to time regulations, not inconsistent with these By-Laws, for the management of the Corporation’s business and affairs.

Section 11 Compensation of Directors.

Directors, as such, may receive, pursuant to a resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the Board of Directors.

ARTICLE III - COMMITTEES

Section 1 Committees of the Board of Directors.

The Board of Directors, by a vote of a majority of the Board of Directors, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the By-Laws of the Corporation. Any committee so designated may exercise the power and authority of the Board of Directors to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware General Corporation Law if the resolution which designates the committee or a supplemental resolution of the Board of Directors shall so provide. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2 Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third (1/3) of the members shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV - OFFICERS

Section 1 Enumeration.

The officers of the Corporation shall be the President, the Treasurer, the Secretary and such other officers as the Board of Directors or the Chairman of the Board may determine, including, but not limited to, the Chairman of the Board of Directors, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 2 Election.

The Chairman of the Board, if any, the President, the Treasurer and the Secretary shall be elected annually by the Board of Directors at their first meeting following the annual meeting of the stockholders. The Board of Directors or the Chairman of the Board, if any, may. From time to time, elect or appoint such other officers as it or he or she may determine, including, but not limited to, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 3 Qualification.

No officer need be a stockholder. The Chairman of the Board, if any, and any Vice Chairman appointed to act in the absence of the Chairman, if any, shall be elected by and from the Board of Directors, but no other officer need be a director. Two or more offices may be held by any one person. If required by vote of the Board of Directors, an officer shall give bond to the Corporation for the faithful performance of his or her duties, in such form and amount and with such sureties as the Board of Directors may determine. The premiums for such bonds shall be paid by the Corporation.

Section 4 Tenure and Removal.

Each officer elected or appointed by the Board of Directors shall hold office until the first meeting of the Board of Directors following the next annual meeting of the stockholders and until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified in the vote electing or appointing said officer. Each officer appointed by the Chairman of the Board, if any, shall hold office until his or her successor is elected or appointed and qualified, or until he or she dies, resigns, is removed or becomes disqualified, unless a shorter term is specified by any agreement or other instrument appointing such officer. Any officer may resign by giving written notice of his or her resignation to the Chairman of the Board, if any, the President, or the Secretary, or to the Board of Directors at a meeting of the Board, and such resignation shall become effective at the time specified therein. Any officer elected or appointed by the Board of Directors may be removed from office with or without cause by vote of a majority of the directors. Any officer appointed by the Chairman of the Board, if any, may be removed with or without cause by the Chairman of the Board.

Section 5 Chairman of the Board.

The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and stockholders at which he or she is present and shall have such authority and perform such duties as may be prescribed by these By-Laws or from time to time be determined by the Board of Directors. The Chairman of the Board shall also have the power and authority to determine the compensation and duties of all officers, employees and agents of the Corporation.

Section 6 President.

The President shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed by these By-Laws or from time to time be determined by the Board of Directors.

Section 7 Vice Presidents.

The Vice Presidents, if any, in the order of their election, or in such other order as the Board of Directors may determine, shall have and perform the powers and duties of the President (or such of the powers and duties as the Board of Directors may determine) whenever the President is absent or unable to act. The Vice Presidents, if any, shall also have such other powers and duties as may from time to time be determined by the Board of Directors.

Section 8 Treasurer and Assistant Treasurers.

The Treasurer shall, subject to the control and direction of the Board of Directors, have and perform such powers and duties as may be prescribed in these By-Laws or be determined from time to time by the Board of Directors. All property of the Corporation in the custody of the Treasurer shall be subject at all times to the inspection and control of the Board of Directors. Unless otherwise voted by the Board of Directors, each Assistant Treasurer, if any, shall have and perform the powers and duties of the Treasurer whenever the Treasurer is absent or unable to act, and may at any time exercise such of the powers of the Treasurer, and such other powers and duties, as may from time to time be determined by the Board of Directors.

Section 9 Secretary and Assistant Secretaries.

The Board of Directors shall appoint a Secretary and, in his or her absence, an Assistant Secretary. The Secretary or, in his or her absence, any Assistant Secretary, shall attend all meetings of the directors and shall record all votes of the Board of Directors and minutes of the proceedings at such meetings. The Secretary or, in his or her absence, any Assistant Secretary, shall notify the directors of their meetings, and shall have and perform such other powers and duties as may from time to time be determined by the Board of Directors. If the Secretary or an Assistant Secretary is elected but is absent from any meeting of directors, a temporary secretary may be appointed by the directors at the meeting

Section 10 Bond.

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

Section 11 Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President, the Treasurer or any officer of the Corporation authorized by the President shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V - STOCK

Section 1 Certificates of Stock.

Each stockholder shall be entitled to a certificate signed by, or in the name of the Corporation by the Chairman of the Board of Directors, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile.

Section 2 Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 4 of this Article of these By-Laws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3 Record Date.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 4 Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5 Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

Section 6 Interpretation.

The Board of Directors shall have the power to interpret all of the terms and provisions of these By-Laws, which interpretation shall be conclusive.

ARTICLE VI - NOTICES

Section 1 Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mail, postage paid, or by sending such notice by courier service, prepaid telegram or mailgram, or telecopy, cable, or telex. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mail or by courier, telegram, mailgram, telecopy, cable, or telex shall be the time of the giving of the notice.

Section 2 Waiver of Notice.

A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance of a director or stockholder at a meeting without protesting prior thereto or at its commencement the lack of notice shall also constitute a waiver of notice by such director or stockholder.

ARTICLE VII – INDEMNIFICATION

Section 1 Actions other than by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee or, agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or

proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2 Actions by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 3 Success on the Merits.

To the extent that any person described in Section 1 or Section 2 of this Article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of arty claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 4 Specific Authorization.

Any indemnification under Section 1 or Section 2 of this Article (unless ordered by a court) shall be made by the Corporation Only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper, in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders of the Corporation.

Section 5 Advance Payment.

Expenses incurred in defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Corporation as authorized in this Article.

Section 6 Non-Exclusivity.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any bylaw; agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 7 Insurance.

The Board of Directors may authorize, by a vote of the majority of the full board, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnity him or her against such liability under the provisions of this Article.

Section 8 Continuation of Indemnification and Advancement of Expenses.

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director, officer, employee or agent 'and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 9 Severability.

If any word, clause or provision of this Article or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 10 Intent of Article.

The intent of this Article is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE VIII - CERTAIN TRANSACTIONS

Section 1 Transactions with Interested Parties.

No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction or solely because the votes of such director or officer are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as, to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Section 2 Quorum.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IX – MISCELLANEOUS

Section 1 Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these By-Laws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2 Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3 Reliance upon Books, Reports and Records.

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4 Fiscal Year.

Except as otherwise determined by the Board of Directors from time to time, the fiscal year of the Corporation shall end on the last day of December of each year.

Section 5 Time Periods.

In applying any provision of these By-Laws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X - AMENDMENTS

These By-Laws may be amended, added to, rescinded or repealed by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any meeting of the stockholders or of the Board of Directors, provided notice of the proposed change was given in the notice of the meeting or, in the case of a meeting of the Board of Directors, in a notice given not less than two (2) days prior to the meeting.

Exhibit 3.3.2

AMENDMENT NO. 1 TO BY-LAWS OF
INOTEK PHARMACEUTICALS CORPORATION

dated February 12, 2004

Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Corporation"), does hereby amend its By-Laws, dated July 15, 1999 (the "By-Laws"), as follows:

1. Section 2 of Article I of the By-Laws is hereby amended by deleting such section in its entirety and replacing such section with the following:

"Section 2. Special Meetings. Unless otherwise required by the laws of the State of Delaware, (i) any two directors or (ii) any holder or holders of at least twenty percent (20%) of the outstanding Series A Convertible Preferred Stock of the Corporation shall have the right to call a special meeting of the Board of Directors or stockholders. Notwithstanding (i) and (ii) above, special meetings may also be called by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Special meetings of the stockholders may be held at such place within or without the State of Delaware as may be stated in such resolution."

2. All other aspects of the By-Laws shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby certifies that the By-Laws are so modified and amended by the Board of Directors of the Corporation to reflect the changes enumerated herein, as of the date above first written.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Andrew Salzman, M.D.
Andrew Salzman, M.D.

Title: President

Exhibit 3.3.3

AMENDMENT NO. 2 TO BY-LAWS OF
INOTEK PHARMACEUTICALS CORPORATION

dated August 15, 2005

Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Corporation"), does hereby amend its By-Laws, dated July 15, 1999, as amended by that certain Amendment No. 1 to the By-Laws of the Corporation dated February 12, 2004 (the "By-Laws"), as follows:

1. Section 2 of Article I of the By-Laws, as amended, is hereby further amended by deleting such section in its entirety and replacing such section with the following:

"Section 2. *Special Meetings*. Unless otherwise required by the laws of the State of Delaware, (i) any two directors or (ii) any holder of at least twenty percent (20%) of the outstanding Series A Convertible Preferred Stock and Series B Convertible Preferred Stock of the Corporation acting together as a single class shall have the right to call a special meeting of the Board of Directors or stockholders. Notwithstanding (i) and (ii) above, special meetings may be called by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Special meetings of the stockholders may be held at such place within or without the State of Delaware as may be stated in such resolution."

2. Section 6 of Article II of the By-Laws is hereby amended by deleting such section in its entirety and replacing such section with the following:

"Section 6. *Quorum*. At any meeting of the Board of Directors, a majority of the total number of members of the Board of Directors, which such majority shall include at least two (2) directors elected by the holders of the Corporation's Series A Convertible Preferred Stock and Series B Convertible Preferred Stock voting or consenting together as a single class, shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof."

3. All other aspects of the By-Laws shall remain unchanged and in full force and effect.

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The undersigned hereby certifies that the By-Laws are so modified and amended by the Board of Directors of the Corporation to reflect the changes enumerated herein, as of the date above first written.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Andrew Salzman, M.D.
Andrew Salzman, M.D.

Title: President

Exhibit 3.3.4

AMENDMENT NO. 3 TO BY-LAWS OF
INOTEK PHARMACEUTICALS CORPORATION

dated August 21, 2007

Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Corporation"), does hereby amend its By-Laws, dated July 15, 1999, as amended by that certain Amendment No. 1 to the By-Laws of the Corporation dated February 12, 2004 and by that certain Amendment No. 2 to the By-Laws of the Corporation dated August 15, 2005 (the "By-Laws"), as follows:

1. Section 2 of Article I of the By-Laws, as amended, is hereby further amended by deleting such section in its entirety and replacing such section with the following:

"Section 2. *Special Meetings*. Unless otherwise required by the laws of the State of Delaware, (i) any two directors or (ii) any holder of at least twenty percent (20%) of the outstanding Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and Series C Convertible Preferred Stock of the Corporation acting together as a single class shall have the right to call a special meeting of the Board of Directors or stockholders. Notwithstanding (i) and (ii) above, special meetings may be called by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors authorized. Special meetings of the stockholders may be held at such place within or without the State of Delaware as may be stated in such resolution."

2. All other aspects of the By-Laws shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The undersigned hereby certifies that the By-Laws are so modified and amended by the Board of Directors of the Corporation to reflect the changes enumerated herein, as of the date above first written.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Andrew Salzman, M.D.
Andrew Salzman, M.D.

Title: President

Exhibit 4.2

THIRD AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

This Agreement, dated as of June 9, 2010, is entered into by and among (i) Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Company"), and (ii) the entities listed on Exhibit A hereto (the "Investors" and each individually, an "Investor").

BACKGROUND

WHEREAS, the Company and certain of the Investors entered into a Second Amended and Restated Investor Rights Agreement dated as of August 21, 2007, as amended (the "Prior Investor Rights Agreement"), in connection with the purchase by such Investors (the "Series C Purchasers") of the Company's Series C Convertible Preferred Stock;

WHEREAS, pursuant to the Series AA Convertible Preferred Stock Purchase Agreement of even date herewith, as amended from time to time (the "Purchase Agreement") certain purchasers of the Series AA Convertible Preferred Stock of the Company (the "Series AA Purchasers") have agreed that the execution of this Agreement is a condition to the sale of the Series AA Convertible Preferred Stock;

WHEREAS, pursuant to Section 13(d) of the Prior Investor Rights Agreement, the Prior Investor Rights Agreement may be amended by the Company and the holders of at least sixty-six and two-thirds percent (66 and 2/3%) of the Common Stock issued or issuable upon conversion of the Restricted Stock (as that term is defined in the Prior Investor Rights Agreement) (the "Requisite Holders"); and

WHEREAS, in order to induce the Series AA Purchasers to enter into the Purchase Agreement and in order to provide the Series AA Purchasers with certain rights contained in the Prior Investor Rights Agreement, the Company and the Requisite Holders desire to amend and restate the Prior Investor Rights Agreement in its entirety to read as set forth in this Agreement.

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

1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Board of Directors" shall mean the board of directors of the Company as constituted from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Commission" shall mean the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

"Common Stock" shall mean the Common Stock, $0.01 par value, of the Company, as constituted as of the date of this Agreement.

"Conversion Shares" shall mean shares of Common Stock issued or issuable upon conversion of the Preferred Stock.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Indebtedness" shall mean all obligations, contingent and otherwise, which should, in accordance with generally accepted accounting principles, be classified upon the obligor's balance sheet (or notes thereto) as liabilities (other than trade credit or accounts payable incurred in the ordinary course of business), including (i) liabilities secured by any mortgage on property owned or acquired subject to such mortgage, whether or not the liability secured thereby shall have been assumed, (ii) all guaranties, endorsements and other contingent obligations, in respect of Indebtedness of others, whether or not the same are or should be so reflected in said balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business and (iii) the present value of any lease payments due under leases required to be capitalized in accordance with applicable Statements of Financial Accounting Standards, determined by discounting all such payments at the interest rate determined in accordance with applicable Statements of Financial Accounting Standards.

"Key Employee" or "Key Employees" shall mean and include the President, chief executive officer, chief financial officer, chief medical officer, chief scientific officer, vice presidents of operations, research, development, sales or marketing, or any other individual who performs a significant role in the operations of the Company or a Subsidiary as may be reasonably designated by the Board of Directors of the Company.

"Person or Persons" shall mean an individual, corporation, limited liability company, partnership, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof.

"Preferred Stock" shall mean the Company's Series AA Convertible Preferred Stock, $0.001 par value (the "Series AA Preferred Stock").

"Qualified Public Offering" shall mean a fully underwritten, firm commitment public offering of shares of Common Stock pursuant to an effective registration under the Securities Act at a price per share of at least $7.65 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock) and with aggregate gross proceeds to the Company in excess of $40,000,000 before deduction of underwriting discounts and commissions.

"Registration Expenses" shall mean the expenses so described in Section 8.

"Restricted Stock" shall mean (i) the Conversion Shares, (ii) all shares of Common Stock issued by the Company in respect of such shares and all shares of Common Stock that the Investors may hereafter purchase pursuant to their rights of first offer, rights of first refusal or otherwise, or shares of Common Stock issued on conversion or exercise of such securities, excluding Conversion Shares that have been (a) registered under the Securities Act pursuant to an effective registration statement filed thereunder and disposed of in accordance with the registration statement covering them or (b) publicly sold pursuant to Rule 144 under the Securities Act, and (iii) the MedImmune Director Equity Compensation (as defined in the Third Amended and Restated Stockholders Agreement dated as of the date hereof, by and among the Company and the stockholders party thereto, as amended from time to time).

"Securities Act" shall mean the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Selling Expenses" shall mean the expenses so described in Section 8.

"Subsidiary" or "Subsidiaries" shall mean any corporation, limited liability company, partnership, or other business entity of which the Company and/or any of its other Subsidiaries (as herein defined) directly or indirectly owns at the time outstanding shares of every class of such corporation, membership or partnership interests of such limited liability company or partnership, or other equity securities of such other business entity, other than directors' qualifying shares comprising at least fifty percent (50%) of the voting power of such corporation, limited liability company, partnership, or other business entity.

2. Restrictive Legend. Each certificate representing Preferred Stock and Conversion Shares shall, except as otherwise provided in this Section 2 or in Section 3, be stamped or otherwise imprinted with a legend substantially in the following form:

"THIS SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS."

A certificate shall not bear such legend if in the opinion of counsel satisfactory to the Company (it being agreed that Goodwin Procter LLP shall be satisfactory) the securities represented thereby may be publicly sold without registration under the Securities Act and any applicable state securities laws.

3. Notice of Proposed Transfer. Prior to any proposed transfer of any Preferred Stock or Conversion Shares (other than under the circumstances described in Sections 4, 5 or 6), the holder thereof shall give written notice to the Company of its intention to effect such transfer. Each such notice shall describe the manner of the proposed transfer and, if requested by the Company, shall be accompanied by an opinion of counsel satisfactory to the Company (it being agreed that Goodwin Procter LLP shall be satisfactory) to the effect that the proposed transfer may be effected without registration under the Securities Act and any applicable state securities laws, whereupon the holder of such stock shall be entitled to transfer such stock in accordance with the terms of its notice; provided, however, that no such opinion of counsel shall be required for a transfer to one or more partners or members of the transferor (in the case of a transferor that is a partnership or a limited liability company, respectively, or to a liquidating trust for the benefit of such partners or members) or to an affiliated corporation (in the case of a transferor that is a corporation) or from a grantor trust to its grantors; provided, further, however, that any transferee other than a transferee receiving such shares for no consideration shall execute and deliver to the Company a representation letter in form reasonably satisfactory to the Company's counsel to the effect that the transferee is acquiring such shares for its own account, for investment purposes and without any view to distribution thereof. Each certificate for Preferred Stock or Conversion Shares transferred as above provided shall bear the legend set forth in Section 2, except that such certificate shall not bear such legend if (i) such transfer is made in accordance with the provisions of Rule 144 (or any other rule permitting public sale without registration under the Securities Act) or (ii) the opinion of counsel referred to above is to the further effect that the transferee and any subsequent transferee (other than an affiliate of the Company) would be entitled to transfer such securities in a public sale without registration under the Securities Act. The restrictions provided for in this Section 3 shall not apply to securities which are not required to bear the legend prescribed by Section 2 in accordance with the provisions of that Section.

4. Required Registration.

(a) At any time on or after one hundred eighty (180) days after the earlier of (i) the closing of the Company's first firm commitment underwritten public offering of its Common Stock registered under the Securities Act (the "IPO"), or (ii) the third anniversary of the initial closing of the purchase of Preferred Stock under the Purchase Agreement, the holders of Restricted Stock constituting at least 50% in interest of the total shares of Restricted Stock then outstanding may request the Company to register under the Securities Act the shares of Restricted Stock held by such requesting holder or holders for sale in the manner specified in such notice, provided that such request shall be for at least twenty five percent (25%) of the total shares of Restricted Stock then outstanding and having an anticipated aggregate offering price of at least $5,000,000.

(b) Following receipt of any notice under this Section 4, the Company shall immediately notify all holders of Restricted Stock from whom notice has not been received and such holders shall then be entitled within thirty (30) days thereafter to request the Company to include in the requested registration all or any portion of their shares of Restricted Stock. The

Company shall use its reasonable best efforts to register under the Securities Act, for public sale in accordance with the method of disposition described in paragraph (a) above, the number of shares of Restricted Stock specified in such notice (and in all notices received by the Company from other holders within thirty (30) days after the giving of such notice by the Company). The Company shall be obligated to register Restricted Stock pursuant to this Section 4 on two (2) occasions only; provided, however, that such obligation shall be deemed satisfied only when a registration statement covering all shares of Restricted Stock specified in notices received as aforesaid for sale in accordance with the method of disposition specified by the requesting holders shall have become effective or if such registration statement has been withdrawn prior to the consummation of the offering at the request of the holders of not less than a majority of the shares of Restricted Stock to be included in such registration (other than as a result of a material adverse change in the business or condition, financial or otherwise, of the Company).

(c) The Company shall be entitled to include in any registration statement referred to in this Section 4 shares of Common Stock to be sold by the Company for its own account, except as and to the extent that, in the opinion of the managing underwriter, such inclusion would adversely affect the marketing of the Restricted Stock to be sold. Except for registration statements on Form S-4, S-8 or any successor thereto, the Company will not file with the Commission any other registration statement with respect to its Common Stock, whether for its own account or that of other stockholders, from the date of receipt of a notice from requesting holders requesting sale pursuant to an underwritten offering pursuant to this Section 4 until the completion of the period of distribution of the registration contemplated thereby.

(d) If in the opinion of the managing underwriter the inclusion of all of the Restricted Stock requested to be registered under this Section 4 would adversely affect the marketing of such shares, shares to be sold by the holders of Restricted Stock, if any, shall be excluded only after any shares to be sold by the Company have been excluded, in such manner that the shares to be sold shall be allocated among the selling holders *pro rata* based on their ownership of Restricted Stock relative to the other selling holders.

(e) Notwithstanding anything to the contrary in this Section 4, the Company shall not be required to effect more than two (2) registrations pursuant to this Section 4 provided such registrations have been declared or ordered effective.

5. Incidental Registration. If the Company at any time (other than pursuant to Section 4 or Section 6) proposes to register any of its securities under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or another form not available for registering the Restricted Stock for sale to the public), each such time it will give written notice to all holders of outstanding Restricted Stock of its intention so to do. Upon the written request of any such holder, received by the Company within thirty (30) days after the giving of any such notice by the Company, to register any of its Restricted Stock, the Company will use its reasonable best efforts to cause the Restricted Stock as to which registration shall have been so requested to be included in the securities to be covered by the registration statement proposed to be filed by the Company, all to the extent requisite to permit the sale or other disposition by the holder of such Restricted Stock so registered. In the event that any registration pursuant to this Section 5 shall be, in whole or in part, an underwritten public offering of Common Stock, the

number of shares of Restricted Stock to be included in such an underwriting may be reduced (*pro rata* among the requesting holders based upon the number of shares of Restricted Stock owned by such holders) if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities to be sold by the Company therein; provided that with respect to any registration of the Company's securities other than a registration for the Company's initial public offering, (a) all other securities are first entirely excluded from the registration; and (b) the holders' Restricted Stock shall not be reduced to a number such that the holders' Restricted Stock being registered represents less than twenty five percent (25%) of the total amount of securities being registered by the Company.

6. Registration on Form S-3. If at any time (i) a holder or holders of Restricted Stock request that the Company file a registration statement on Form S-3 or any successor thereto for a public offering of all or any portion of the shares of Restricted Stock held by such requesting holder or holders, and (ii) the Company is a registrant entitled to use Form S-3 or any successor thereto to register such shares, then the Company shall use its reasonable best efforts to register under the Securities Act on Form S-3 or any successor thereto, for public sale in accordance with the method of disposition specified in such notice, the number of shares of Restricted Stock specified in such notice; provided that the anticipated aggregate offering price in each registration on Form S-3 shall exceed $1,000,000. Whenever the Company is required by this Section 6 to use its reasonable best efforts to effect the registration of Restricted Stock, each of the procedures and requirements of Section 4 (including but not limited to the requirement that the Company notify all holders of Restricted Stock from whom notice has not been received and provide them with the opportunity to participate in the offering) shall apply to such registration, provided, however, that there shall be no limitation on the number of registrations on Form S-3 which may be requested and obtained under this Section 6, and provided, further, however, that the requirements contained in the first sentence of Section 4(a) shall not apply to any registration on Form S-3 which may be requested and obtained under this Section 6.

7. Registration Procedures. If and whenever the Company is required by the provisions of Sections 4, 5 or 6 to use its reasonable best efforts to effect the registration of any shares of Restricted Stock under the Securities Act, the Company will, as expeditiously as possible:

(a) prepare and file with the Commission a registration statement (which, in the case of an underwritten public offering pursuant to Section 4, shall be on Form S-1 or other form of general applicability satisfactory to the managing underwriter selected as therein provided) with respect to such securities and use its reasonable best efforts to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby (determined as hereinafter provided); provided, that the Company's obligation to file a registration statement, or cause such registration statement to become and remain effective, shall be suspended for a period not to exceed ninety (90) days in any 12-month period if there exists at the time material non-public information relating to the Company which, in the reasonable opinion of the Company, should not be disclosed.

(b) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be

necessary to keep such registration statement effective for the period specified in paragraph (a) above and comply with the provisions of the Securities Act with respect to the disposition of all Restricted Stock covered by such registration statement in accordance with the sellers' intended method of disposition set forth in such registration statement for such period;

(c) furnish to each seller of Restricted Stock and to each underwriter such number of copies of the registration statement and the prospectus included therein (including each preliminary prospectus), and any amendments or supplements thereto, as such persons reasonably may request in order to facilitate the public sale or other disposition of the Restricted Stock covered by such registration statement;

(d) use its reasonable best efforts to register or qualify the Restricted Stock covered by such registration statement under the securities or "blue sky" laws of such jurisdictions as the sellers of Restricted Stock or, in the case of an underwritten public offering, the managing underwriter reasonably shall request, provided, however, that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(e) use its reasonable best efforts to list the Restricted Stock covered by such registration statement with any securities exchange or nationally recognized quotation service on which the Common Stock of the Company is then listed;

(f) provide a transfer agent and registrar and CUSIP number for all such Restricted Stock, not later than the effective date of such registration statement;

(g) immediately notify each seller of Restricted Stock and each underwriter under such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event of which the Company has knowledge as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(h) if the offering is underwritten and at the request of any seller of Restricted Stock, use its reasonable best efforts to furnish on the date that Restricted Stock is delivered to the underwriters for sale pursuant to such registration: (i) an opinion dated such date of counsel representing the Company for the purposes of such registration, addressed to the underwriters and to such seller, stating that such registration statement has become effective under the Securities Act and that (A) to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (B) the registration statement, the related prospectus and each amendment or supplement thereof comply as to form in all material respects with the requirements of the Securities Act (except that such counsel need not express any

opinion as to financial statements contained therein) and (C) to such other effects as reasonably may be requested by counsel for the underwriters or by such seller or its counsel and (ii) a letter dated such date from the independent public accountants retained by the Company, addressed to the underwriters and to such seller, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of the Company included in the registration statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five business days prior to the date of such letter) with respect to such registration as such underwriters reasonably may request;

(i) make available for inspection by each seller of Restricted Stock, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement. The rights granted pursuant to this subsection (i) may not be assigned or otherwise conveyed by such person or by any subsequent transferee of any such rights without the written consent of the Company, which consent shall not be unreasonably withheld; provided that the Company may refuse such written consent if the proposed transferee is a competitor of the Company as determined by the Company's Board of Directors; and provided further, that no such written consent shall be required if the transfer is made to a party who is not a competitor of the Company and who is a parent, subsidiary, affiliate, partner or group member of such person;

(j) advise each selling holder of Restricted Stock, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for such purpose and promptly use all reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

(k) cooperate with the selling holders of Restricted Stock and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Restricted Stock to be sold, such certificates to be in such denominations and registered in such names as such holders or the managing underwriters may request at least two business days prior to any sale of Restricted Stock; and

(l) permit any holder of Restricted Stock which holder, in the sole and exclusive judgment, exercised in good faith, of such holder, might be deemed to be a controlling person of the Company, to participate in good faith in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included, subject to review by the Company and its counsel after consultation with such holder.

For purposes of Section 7(a) and 7(b) and of Section 4(c), the period of distribution of Restricted Stock in a firm commitment underwritten public offering shall be

deemed to extend until each underwriter has completed the distribution of all securities purchased by it, and the period of distribution of Restricted Stock in any other registration shall be deemed to extend until the earlier of the sale of all Restricted Stock covered thereby and ninety (90) days after the effective date thereof.

In connection with each registration hereunder, the sellers of Restricted Stock will furnish to the Company in writing such information with respect to themselves and the proposed distribution by them as reasonably shall be necessary in order to assure compliance with federal and applicable state securities laws.

In connection with each registration pursuant to Sections 4, 5 or 6 covering an underwritten public offering, the Company and each seller agree to enter into a written agreement with the managing underwriter selected in the manner provided in Section 7(m) below in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of the Company's size and investment stature.

(m) In the case of any registration effected pursuant to Section 4, the Investors holding at least a majority of the Restricted Stock then outstanding shall have the right to designate the managing underwriter, provided such managing underwriter is reasonably acceptable to the Company. In the case of any other registration effected pursuant to this Agreement, the Company shall have the exclusive right to designate the managing underwriter.

8. Expenses. All expenses incurred by the Company in complying with Sections 4, 5, 6 and 7, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for the Company, fees and expenses (including counsel fees) incurred in connection with complying with state securities or "blue sky" laws, fees of the Financial Industry Regulatory Authority, fees of transfer agents and registrars, costs of insurance, and fees of up to $15,000 and disbursements of one counsel for the sellers of Restricted Stock, but excluding any Selling Expenses, are called "Registration Expenses". All underwriting discounts, selling commissions and transfer taxes, and the fees of more than one counsel to the sellers of Restricted Stock, applicable to the sale of Restricted Stock are called "Selling Expenses".

The Company will pay all Registration Expenses in connection with each registration statement under Sections 4, 5 and 6. All Selling Expenses in connection with each registration statement under Sections 4, 5 or 6 shall be borne by the participating sellers in proportion to the number of shares sold by each, or by such participating sellers other than the Company (except to the extent the Company shall be a seller) as they may agree.

9. Indemnification and Contribution.

(a) In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Sections 4, 5 or 6, the Company will indemnify and hold harmless each seller of such Restricted Stock thereunder, each partner, member, officer, and director of such seller, each underwriter of such Restricted Stock thereunder and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act, against any

losses, claims, damages or liabilities, joint or several, to which such seller, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Sections 4, 5 or 6, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law in connection with the offering covered by such registration statement; and will reimburse each such seller, each such underwriter and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, provided, however, that the Company will not be liable in any such case to a particular seller, underwriter or controlling person if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such seller, underwriter or controlling person in writing specifically for use in such registration statement or prospectus; and provided, further, that no seller shall be liable for amounts paid in settlement of any such loss, claim, damage, liability or action by the Company which is effected without the consent of such seller, which shall not be unreasonably withheld.

(b) In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Sections 4, 5 or 6, each seller of such Restricted Stock thereunder, severally and not jointly, will indemnify and hold harmless the Company, each person, if any, who controls the Company within the meaning of the Securities Act, each officer of the Company who signs the registration statement, each director of the Company, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which the Company or such officer, director, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Sections 4, 5 or 6, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and each such officer, director, underwriter and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, provided, however, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to the Company by such seller specifically for use in such registration statement or prospectus, and provided, further, however, that the liability of each seller hereunder shall be limited to the proportion of any such loss, claim, damage, liability or

expense which is equal to the proportion that the public offering price of the shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not in any event to exceed the net proceeds received by such seller from the sale of Restricted Stock covered by such registration statement.

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to such indemnified party other than under this Section 9 and shall only relieve it from any liability which it may have to such indemnified party under this Section 9 if and to the extent the indemnifying party is prejudiced by such omission. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 9 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected, provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any holder of Restricted Stock exercising rights under this Agreement, or any controlling person of any such holder, makes a claim for indemnification pursuant to this Section 9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling person in circumstances for which indemnification is provided under this Section 9; then, and in each such case, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that such holder is responsible for the portion represented by the percentage that the public offering price of its Restricted Stock offered by the registration statement bears to the public offering price of all securities offered by such registration statement, and the Company is responsible for the remaining portion; provided, however, that, in any such case, (A) no such holder will be required to contribute any amount in excess of the public offering price (but not in any event to exceed the net proceeds received by such holder

from such sale of Restricted Stock) of all such Restricted Stock received by such holder; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

10. Changes in Common Stock or Preferred Stock. If, and as often as, there is any change in the Common Stock or the Preferred Stock by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue with respect to the Common Stock and the Preferred Stock as so changed.

11. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of the Restricted Stock to the public without registration, at all times after ninety (90) days after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) use its reasonable best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to each holder of Restricted Stock forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of such Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed by the Company as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Restricted Stock without registration.

12. Covenants of the Company.

(a) Affirmative Covenants of the Company Other Than Reporting Requirements. Without limiting any other covenants and provisions hereof or in the Company's Charter, and except to the extent the following covenants and provisions of this Section 12(a) are waived in any instance by the holders of at least sixty-six and two-thirds percent (66 and 2/3%) of the Restricted Stock, or by vote or written consent of the Board of Directors (which such vote or consent shall include the affirmative vote or consent of at least a majority of the directors designated by the holders of Preferred Stock), the Company covenants and agrees that until the consummation of a Qualified Public Offering it will perform and observe the following covenants and provisions, and will cause each Subsidiary, if and when such Subsidiary exists, to perform and observe such of the following covenants and provisions as are applicable to such Subsidiary:

(i) Payment of Taxes and Trade Debt. Pay and discharge, and cause each Subsidiary to pay and discharge, all taxes, assessments and governmental charges or levies

imposed upon it or upon its income, profits or business, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien or charge upon any properties of the Company or any Subsidiary; provided, however, that neither the Company nor any Subsidiary shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings if the Company or any Subsidiary shall have set aside on its books sufficient reserves, if any, with respect thereto. Pay and cause each Subsidiary to pay, when due, or in conformity with customary trade terms, all lease obligations, all trade debt, and all other Indebtedness incident to the operations of the Company or its Subsidiaries, except such as are being contested in good faith and by proper proceedings if the Company or Subsidiary concerned shall have set aside on its books sufficient reserves, if any, with respect thereto.

(ii) Maintenance of Insurance. Maintain, and cause each Subsidiary to maintain, insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is customarily carried by companies engaged in similar businesses and owning similar properties in the same general areas in which the Company or such Subsidiary operates.

(iii) Preservation of Corporate Existence. Preserve and maintain, and, unless the Company deems it not to be in its best interests, cause each Subsidiary to preserve and maintain, its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation, and qualify and remain qualified, and cause each Subsidiary to qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is necessary or desirable in view of its business and operations or the ownership or lease of its properties. Secure, preserve and maintain, and cause each Subsidiary to secure, preserve and maintain, all material licenses and other material rights to use intellectual property owned or possessed by it and deemed by the Company to be necessary to the conduct of the business and the businesses of its Subsidiaries, taken as a whole.

(iv) Compliance with Laws. Comply, and cause each Subsidiary to comply, with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, where noncompliance would have a material adverse effect on the business, operations, affairs or condition (financial or otherwise) of the Company.

(v) Inspection. Upon reasonable request and notice (but in no event more than twice annually), permit each of the Investors who owns at least three hundred thousand (300,000) shares of Common Stock (including Common Stock then issuable upon conversion of such Investor's Restricted Stock, the number of shares subject to appropriate adjustment to reflect any stock split, stock dividend, reverse stock split or similar corporate event affecting the Restricted Stock and the Common Stock) or any agents or representatives thereof, to examine and make copies of and extracts from the books of account of, and visit and inspect the properties of the Company and any Subsidiary, to discuss the affairs, finances and accounts of the Company and any Subsidiary with any of its officers, directors or Key Employees and independent accountants, and consult with and advise the management of the Company and any Subsidiary as to their affairs, finances and accounts, all at reasonable times during normal business hours. Except for the disclosure of information of a non-technical nature, including financial information, which such Investor discloses to its partners, members

and/or shareholders generally, each Investor agrees that it will keep confidential and will not disclose or divulge (other than to its professional advisors) any confidential and proprietary information that such Investor may obtain from the Company pursuant to financial statements, reports and other materials submitted by the Company as required hereunder, or pursuant to visitation or inspection rights granted hereunder (the "Confidential Information") unless such information is required by law to be disclosed or is or becomes known to the Investor from a source other than the Company or is or becomes publicly known other than through the actions or inaction's of the Investors, or unless the Company gives its written consent to such Investor's release of such information; provided, however that nothing in this Section 12(a)(v) shall be construed or deemed to restrict or prohibit MedImmune Ventures, Inc. ("MVI") from disclosing Confidential Information which is non-technical in nature to employees and agents of AstraZeneca plc or any of its affiliates (as such term is defined under the Securities Act) for use solely relating to making investment decisions relating to the Company or undertaking financial or similar appraisals relating to MVI's investment in the Company.

(vi) Keeping of Records and Books of Account. Keep, and cause each Subsidiary to keep, adequate records and books of account in which complete entries will be made in accordance with generally accepted accounting principles consistently applied, reflecting all financial transactions of the Company and any Subsidiary, and in which, for each fiscal year, all proper reserves for depreciation, depletion, returns of merchandise, obsolescence, amortization, taxes, bad debts and other purposes in connection with its business shall be made.

(vii) Maintenance of Properties. Maintain and preserve, and cause each Subsidiary to maintain and preserve, all of its properties and assets, necessary for the proper conduct of its business, in good repair, working order and condition, ordinary wear and tear excepted.

(viii) By-laws. At all times, cause the bylaws of the Company to provide that, unless otherwise required by the laws of the State of Delaware, (i) any two directors or any holder or holders of at least twenty percent (20%) of the outstanding Series AA Preferred Stock shall have the right to call a meeting of the Board of Directors or stockholders; and (ii) a majority of the total number of members of the Board of Directors then in office, including at least three directors designated by the holders of Series AA Preferred Stock, shall constitute a quorum for all purposes.

(ix) Indemnification. At all times maintain provisions in the Company's Fourth Amended and Restated Certificate of Incorporation (as in effect from time to time) (the "Charter") and Bylaws of the Company, as amended, indemnifying all directors against liability to the maximum extent permitted under the laws of State of Delaware.

(x) Non-Competition, Non-Solicitation and Non-Disclosure Agreements. The Company will obtain from each Key Employee of the Company a duly executed Non-Competition and Non-Solicitation Agreement and a duly executed Confidentiality Agreement (each of which will endure for a minimum of one year from the termination of such Key Employee's termination of employment with the Company) in a form agreed upon by the Board of Directors (including at least a majority of the directors designated by the holders of Preferred Stock).

(xi) Meetings of Directors. Hold meetings of the Company's Board of Directors not less than four (4) times a year unless otherwise agreed by the Board of Directors, with at least one meeting per quarter or such other schedule as the Board of Directors shall prescribe.

(xii) Option Plan and Vesting of Options. Maintain an equity compensation or stock option plan in a form satisfactory to the Board of Directors reserving 8,298,879 shares of Common Stock for issuance pursuant to such plan. Except as otherwise approved by the Board of Directors or any compensation committee thereof, all shares of Common Stock, and all options and other securities exercisable for or convertible into the capital stock of the Company, issued or granted after the date hereof to employees, directors, consultants and other service providers under any compensatory plan or arrangement of the Company shall be subject to vesting at a rate of twenty-five percent (25%) on each of the first four anniversaries of such issuance or grant, and there shall be no acceleration of such vesting provisions.

(xiii) D&O Insurance. The Company shall maintain insurance for the acts and omissions of its directors and officers, with coverage to be approved by the Board of Directors; provided, however, that to the extent commercially practicable, aggregate coverage shall be in amount of at least $3 million.

(xiv) Scientific Advisory Board Representation. Subject to the approval of the Board of Directors, not to be unreasonably withheld, the Company will cause a representative of Care Capital LLC to sit on any scientific advisory board or similar board of advisors when, as and if constituted from time to time by the Company.

(xv) New Developments. Where reasonably practicable, cause all technological developments, patentable or unpatentable inventions, discoveries or improvements by the Company's or any Subsidiary's officers or employees to be documented in accordance with the appropriate professional standards, cause all officers and Key Employees and, to the best of the Company's or any Subsidiary's ability, consultants of the Company or any Subsidiary, to execute non-disclosure and assignment of inventions agreements in a form agreed upon by all members of the Board of Directors in favor of the Company or any Subsidiary and, where possible and deemed by management to be commercially appropriate based on the advice of legal counsel and other considerations, to file and prosecute United States and foreign patent or copyright applications relating to and protecting such developments on behalf of the Company or any Subsidiary.

(xvi) Notice of Adverse Changes. Promptly after the occurrence thereof and in any event within 10 days after each occurrence, notify the Company's Board of Directors of any Material Adverse Change in the operations or financial condition of the Company or any material default in any other material agreement to which the Company is a party.

(xvii) Notice of Proceedings. Promptly after the commencement thereof, notify the Company's Board of Directors of all actions, suits, litigations and proceedings pending or, to the knowledge of the Company, threatened against the Company affecting any of its respective properties or assets, or against any officer, director, Key Employee or holder of more than 5% of the capital stock of the Company relating to such person's performance of duties for

the Company or relating to his stock ownership in the Company or otherwise relating to the business of the Company, including, without limiting their generality, actions pending or, to the knowledge of the Company, threatened involving the prior employment of any of the Company's officers or employees in their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employees, or any event or condition on the basis of which such litigation, proceeding or investigation might properly be instituted before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, affecting the Company or any Subsidiary.

(xviii) Board Committees. Any audit or compensation committee of the Board of Directors shall have at least one member who is a Series AA Director (as defined in the Third Amended and Restated Stockholders Agreement dated as of the date hereof by among the Company and the other parties thereto). The Series AA Director designated by Devon Park Bioventures, L.P. shall have a right to be a member of the Compensation Committee. The Series AA Director designated by Rho Ventures IV (QP), L.P. shall have a right to be a member of each committee of the Board of Directors.

(b) Negative Covenants of the Company. Without limiting any other covenants and provisions hereof or in the Company's Charter, the Company covenants and agrees that, until the consummation of a Qualified Public Offering or, while this Agreement remains outstanding, it will not take any of the following actions, and will cause each Subsidiary, if and when such Subsidiary exists, to not take any of the following actions, to the extent applicable to such Subsidiary, in each case without (i) the written consent or waiver of holders of not less than sixty-six and two-thirds percent (66 and 2/3%) of the Restricted Stock, or (ii) to the extent permitted by the Company's Charter, the vote or written consent of the Board of Directors that includes the affirmative vote or consent of at least a majority of the directors designated by the holders of Preferred Stock:

(i) Restrictions on Indebtedness. Create, incur, assume or suffer to exist, or permit any Subsidiary to create, incur, assume or suffer to exist, any liability with respect to Indebtedness for money borrowed which exceeds, in the aggregate, $3,000,000, or which is secured by or creates any lien on Intellectual Property of the Company.

(ii) Assumptions or Guaranties of Indebtedness of Other Persons. Assume, guarantee, endorse or otherwise become directly or contingently liable on, or permit any Subsidiary to assume, guarantee, endorse or otherwise become directly or contingently liable on (including, without limitation, liability by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in the debtor or otherwise to assure the creditor against loss) any Indebtedness of any other Person, except for guaranties by endorsement of negotiable instruments for deposit or collection in the ordinary course of business, and except for the guaranties of the permitted obligations of any wholly-owned Subsidiary.

(iii) Ownership of Subsidiaries. Purchase or hold beneficially any stock, other securities or evidences of Indebtedness in, or make any investment in any other Person, excluding a wholly-owned Subsidiary of the Company.

(iv) Dealings with Affiliates and Others. Other than as contemplated by this Agreement, and other than transactions in the ordinary course of business involving less than $25,000 (when combined with all other related transactions described in this paragraph with regard to the foregoing exceptions), enter into, after the date of this Agreement, any transaction, including, without limitation, any loans or extensions of credit or royalty agreements, with any officer, director or affiliate of the Company or any Subsidiary or any member of their respective immediate families or any corporation or other entity directly or indirectly affiliated with one or more of such officers, directors or members of their immediate families unless such transaction is approved in advance by a majority of the disinterested members of the Board of Directors

(v) Prohibited Agreements. The Company shall not permit any material Subsidiary to:

(1) liquidate, dissolve or wind-up;

(2) consolidate or merge into or with any other entity or entities (except a consolidation or merger into the Company in which the Company is the surviving corporation);

(3) sell, transfer or exclusively license all or substantially all of such Subsidiary's assets (except a sale, transfer or exclusive license of all or substantially all of such Subsidiary's assets to the Company); or

(4) affect any transaction that would cause such Subsidiary to no longer constitute a "Subsidiary" under this Agreement."

(vi) Declaration or Payment of Dividends. Declare or pay a dividend on any shares of capital stock of the Company.

(c) Reporting Requirements. Until the consummation of a Qualified Public Offering or a Change of Control Transaction (as that term is defined in the Company's Charter), the Company will furnish to each Investor who, together with its Affiliates, owns at least two percent (2%) of the Common Stock determined on a fully diluted, as converted basis:

(i) Monthly and Quarterly Reports: (A) as soon as available and in any event within thirty (30) days after the end of each calendar month, a report in a form to be agreed upon by the Board of Directors, which report shall include a business update and overview and unaudited statements of income and cash flow for the Company and its Subsidiaries as of the end of such month; and (B) as soon as available and in any event within forty-five (45) days after the end of each calendar quarter, an unaudited balance sheet of the Company and its Subsidiaries as of the end of such quarter and unaudited statements of income and retained earnings of the Company and its Subsidiaries for such quarter and for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, setting forth in each case in comparative form the corresponding figures for the corresponding period of the preceding fiscal year, and including comparisons to quarterly budgets, a cash flow analysis for such quarter, a schedule showing each expenditure of a capital nature during such quarter, and a summary discussion of the Company's principal functional areas, all in reasonable detail, which shall all be reviewed by the CPA (as defined below) if so requested by the majority of the Board of Directors, including at least a majority of the directors designated by the holders of Preferred Stock;

(ii) Annual Reports: as soon as available and in any event within one hundred fifty (150) days after the end of each fiscal year of the Company (unless otherwise determined by the Board of Directors), a copy of the annual audit report for such year for the Company and its Subsidiaries, including therein an audited consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year and audited consolidated statements of income and retained earnings of the Company and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all such consolidated statements to be prepared in accordance with generally accepted accounting principles ("GAAP") and duly certified by such major independent public accountants of recognized national standing approved by a majority of the Board of Directors (the "CPA", which must be one of the "Big 4" accounting firms unless otherwise agreed by the Board of Directors (and agree to furnish unaudited copies of the aforementioned annual financial statements as soon as reasonably possible but not later than ninety (90) days of the end of the fiscal year). The financial statements delivered pursuant to subsection (i) and this subsection (ii) shall be provided with a certificate executed by the chief financial officer of the Company certifying that such financial statements were prepared in accordance with GAAP (with the exception of footnotes that may be required by GAAP) applied on a consistent basis with prior periods and fairly represent the financial condition of the Company as of the date they were prepared and the results of operations of the Company for the period indicated, subject to, in the case of interim financial statements, year-end audit adjustments.

(iii) Business Plan; Budgets: as soon as available after approval by the Board of Directors and in any event no less than thirty (30) days prior to the end of each fiscal year of the Company, a business plan and monthly operating budgets for the forthcoming fiscal year;

(iv) Written Reports: promptly upon receipt or publication thereof, any written reports submitted to the Company by independent public accountants in connection with an annual or interim audit of the books of the Company and its Subsidiaries made by such accountants or by consultants or other experts in connection with such consultant's or other expert's review of the Company's operations or industry, and written reports prepared by the Company to comply with other investment or loan agreements; and

(v) Other Information: such other information respecting the business, properties or the condition or operations, financial or other, of the Company or any of its Subsidiaries as any such Investor may from time to time reasonably request.

The holders of Restricted Stock hereby covenant and agree that all of the information disclosed to such holders pursuant to the provisions of this Section 12(c) shall be treated in accordance with the last sentence of Section 12(a)(v) of this Agreement.

(d) Legends and Opinions. Notwithstanding anything herein to the contrary, the Company shall not require an opinion of counsel before authorizing the transfer of Preferred Stock or Conversion Shares or the removal of the legend set forth in Section 2: (i) for routine sales under Rule 144; (ii) after the Preferred Stock or Conversion Shares become eligible for resale under Rule 144 and (iii) for distributions for partnerships and limited liability companies.

13. Miscellaneous.

(a) All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto, whether so expressed or not.

The rights to cause the Company to register Restricted Stock pursuant to Sections 4, 5 or 6 of this Agreement may be assigned by a holder of Restricted Stock to a transferee or assignee of Restricted Stock which (a) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member of such holder, (b) is such holder's family member or trust for the benefit of an individual holder or a family member of such holder, or (c) acquires at least three hundred thousand (300,000) shares of Restricted Stock (as adjusted for stock splits, stock dividends, reverse stock splits, stock combinations or other similar capitalization changes) or all of the transferor's shares of Restricted Stock; provided, however, the transferor shall furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and such transferee or assignee shall furnish to the Company its agreement in writing to be subject to all obligations of a holder of Restricted Stock set forth in this Agreement.

(b) All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by telecopier or telex, addressed as follows:

if to the Company or any other party hereto, at the address of such party set forth in the Purchase Agreement;

if to any subsequent holder of Preferred Stock or Conversion Shares, to it at such address as may have been furnished to the Company in writing by such holder;

or, in any case, at such other address or addresses as shall have been furnished in writing to the Company (in the case of a holder of Preferred Stock or Conversion Shares or to the holders of Preferred Stock or Conversion Shares (in the case of the Company) in accordance with the provisions of this paragraph.

(c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws. The parties hereto agree to submit to the jurisdiction of the United States federal and state courts of the State of Delaware with respect to the breach or interpretation of this Agreement or the enforcement of any and all rights, duties, liabilities, obligations, powers, and other relations between the parties arising under this Agreement.

(d) This Agreement may not be amended or modified, and no provision hereof may be waived, without the written consent of the Company and the holders of at least sixty-six

and two-thirds percent (66 and 2/3%) of the Common Stock issued or issuable upon conversion of the Restricted Stock; provided, that any amendment to this Agreement that imposes additional obligations upon a holder of Restricted Stock not proportionately imposed upon all other holders of Restricted Stock shall require the separate consent of the affected holder(s).

(e) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) The obligations of the Company to register shares of Restricted Stock under Sections 4, 5 or 6 shall terminate as to any holder (i) the fifth anniversary of the date of a Qualified Public Offering or (ii) on such date as all shares of Restricted Stock held by such holder may immediately be sold under Rule 144 during any ninety (90) day period.

(g) The Company shall not grant to any third party any registration rights more favorable than or inconsistent with any of those contained herein, so long as any of the registration rights under this Agreement remains in effect.

(h) If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

(i) For purposes of this Agreement, any calculation of the number of shares of capital stock of the Company owned by a party hereto shall take into account and aggregate all shares of capital stock of the Company owned by all of such party's affiliates (as such term is defined under the Securities Act).

(j) Any person or entity which, after the date hereof, purchases shares of Series AA Preferred Stock pursuant to the terms of the Purchase Agreement and thereby becomes a "Purchaser" thereunder shall become a party to this Agreement by executing and delivering to the Company an Instrument of Accession in the form attached hereto as Schedule I, whereupon such person shall be deemed an "Investor" for all purposes hereof.

(k) This Agreement (including the Schedules and any exhibits hereto), the Charter and the other Financing Documents (as defined in the Purchase Agreement) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled. The Prior Investor Rights Agreement is hereby amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended and Restated Investor Rights Agreement as of the day and year first written above.

COMPANY

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Paul G. Howes
Name: Paul G. Howes
Title: President and Chief Executive Officer

INVESTORS

DEVON PARK BIOVENTURES L.P.

BY: DEVON PARK ASSOCIATES, L.P.
ITS GENERAL PARTNER

BY: /s/ Devang V. Kantesaria
NAME: Devang V. Kantesaria
TITLE: General Partner

CARE CAPITAL INVESTMENTS II, LP

By: Care Capital II, LLC,
as general partner of Care Capital Investments II, LP

By: /s/ David R. Ramsay
Name: David R. Ramsay
Title: Partner

CARE CAPITAL OFFSHORE INVESTMENTS II, LP

By: Care Capital II, LLC,
as general partner of Care Capital Offshore
Investments II, LP

By: /s/ David R. Ramsay
Name: David R. Ramsay
Title: Partner

MEDIMMUNE VENTURES, INC.

By: /s/ Eva Jack
Name: Eva Jack
Title Managing Director

PITANGO VENTURE CAPITAL FUND IV L.P.

By: Pitango V.C. Fund IV, L.P.,
its general partner

By: Pitango G.P. Capital Holdings Ltd,
its general partner

By:	_____	By:	/s/ Bruce E. Crocker
Name:	_____	Name:	_____
Title:	_____	Title:	_____

PITANGO VENTURE CAPITAL FUND PRINCIPALS IV L.P.

By: Pitango V.C. Fund IV, L.P.,
its general partner

By: Pitango G.P. Capital Holdings Ltd,
its general partner

By:	_____	By:	/s/ Bruce E. Crocker
Name:	_____	Name:	_____
Title:	_____	Title:	_____

RHO VENTURES IV, L.P.

By: Rho Management Ventures IV, L.L.C., General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO VENTURES IV GmbH & CO. BETEILIGUNGS KG

By: Rho Capital Partners Verwaltungs GmbH, General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO VENTURES IV (QP), L.P.

By: Rho Management Ventures IV, L.L.C., General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO MANAGEMENT TRUST I

By: Rho Capital Partners, Inc., as Investment Adviser

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

BIOMEDICAL SCIENCES INVESTMENT FUND PTE LTD

By: /s/ Chu Swee Yeok
Name: Chu Swee Yeok
Title: Director

Exhibit A

Investors
As of the Initial Closing on June 9, 2010

DEVON PARK BIOVENTURES, L.P.
Pitango Venture Capital Fund IV L.P.
Pitango Venture Capital Fund Principals IV L.P.
Care Capital Investments II, LP
Care Capital Offshore Investments II, LP
Rho Management Trust I
Rho Ventures IV, L.P.
Rho Ventures IV (QP), L.P.
Rho Ventures IV GmbH & Co. BETEILIGUNGS KG
MedImmune Ventures, Inc.
Biomedical Sciences Investment Fund Pte Ltd

SCHEDULE I

INOTEK PHARMACEUTICALS CORPORATION

INSTRUMENT OF ACCESSION

The undersigned, , as a condition precedent to becoming the owner or holder of record of ( ) shares of the Series AA Convertible Preferred Stock, par value $0.001 per share, of Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Company"), hereby agrees to become an "Investor" under that certain Third Amended and Restated Investor Rights Agreement dated as of June 9, 2010 by and among the Company and certain other stockholders of the Company. This Instrument of Accession shall take effect and shall become an integral part of, and the undersigned shall become a party to and bound by, said Investor Rights Agreement immediately upon execution and delivery to the Company of this Instrument.

IN WITNESS WHEREOF, this INSTRUMENT OF ACCESSION has been duly executed by or on behalf of the undersigned, as a sealed instrument under the laws of the State of Delaware, as of the date below written.

Signature:

_____

(Print Name) _____

Address:

_____

_____

Date: _____

Accepted:

INOTEK PHARMACEUTICALS CORPORATION

By: _____

Name: Paul G. Howes
Title: President and Chief Executive Officer

Date: _____

Exhibit 4.3.1

THIRD AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

STOCKHOLDERS AGREEMENT made this 9th day of June, 2010 by and among (i) Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Company"), (ii) holders of Common Stock or options to acquire Common Stock or of Series X Convertible Preferred Stock (as defined below) whose names are set forth under the heading "Holders" on Schedule I hereto and each person who shall, after the date hereof, acquire shares of Common Stock or Series X Convertible Preferred Stock and join in and become a party to this Agreement by executing and delivering to the Company an Instrument of Accession in the form of Schedule II hereto (the persons described in this clause (ii) are referred to herein collectively as the "Holders" and singularly as a "Holder") and (iii) those persons whose names are set forth under the heading "Investors" on Schedule I hereto and each person who shall, after the date hereof, acquire shares of Series AA Convertible Preferred Stock (as defined below) and join in and become a party to this Agreement by executing and delivering to the Company an Instrument of Accession in the form of Schedule III hereto (the persons described in this clause (iii) are referred to herein collectively as the "Investors"). The Holders and the Investors are sometimes collectively referred to herein as the "Stockholders."

WITNESSETH:

WHEREAS, the Investors are acquiring simultaneously herewith shares of the Company's Series AA Convertible Preferred Stock, par value $0.001 per share (the "Series AA Convertible Preferred Stock"), of the Company pursuant to a certain Series AA Convertible Preferred Stock Purchase Agreement dated as of the date hereof, by and among the Investors and the Company, as amended from time to time (the "Purchase Agreement");

WHEREAS, simultaneously with the execution and consummation of the Purchase Agreement: (i) the Company is issuing Series X Convertible Preferred Stock, par value $0.001 per share (the "Series X Convertible Preferred Stock" and together with the Series AA Convertible Preferred Stock, the "Preferred Stock") to certain Holders as set forth on Schedule I; and (ii) all of the issued and outstanding shares of the Company's Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, and Series C Convertible Preferred Stock are being converted to Common Stock, par value $.01 per share (the "Common Stock") pursuant to the Company's certificate of incorporation, as in effect on the date hereof;

WHEREAS, the Company and certain Holders entered into an Amended and Restated Stockholders Agreement dated as of August 21, 2007, as amended (the "Prior Stockholders Agreement"); and

WHEREAS, in order to induce the Investors to enter into the Purchase Agreement and in order to provide the Investors with certain rights, the Company and the Requisite Holders (as such terms are defined in the Prior Stockholders Agreement) desire to amend and restate the Prior Stockholders Agreement in its entirety to read as set forth in this Agreement.

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

1. Prohibited Transfers. Each Holder and Investor agrees that it shall not Transfer, all or any part of the Shares (as hereinafter defined) owned by such Holder or Investor except in compliance with the terms of this Agreement. For purposes of this Agreement, (i) the term "Shares" shall mean and include all shares of Common Stock and Preferred Stock of the Company and all other securities of the Company that may be exchangeable for, convertible into or issued in exchange for or in respect of shares of Common Stock or Preferred Stock (whether by way of stock split, stock dividends, combination, reclassification, reorganization or any other means), in each case whether now owned or hereafter acquired; and (ii) the term "Transfer" shall mean any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer pursuant to the laws of descent and distribution, or any other transfer or disposition of any kind, including, but not limited to, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law. The Company shall not transfer on its books any Shares owned by a Holder or Investor unless the provisions hereof have been complied with in full. Any purported Transfer by a Holder or Investor of Shares without full compliance with the provisions of this Agreement shall be null and void.

2. Right of First Refusal on Dispositions by the Stockholders.

(a) (i) If at any time any Stockholder (the "Transferring Stockholder") wishes to Transfer all or any portion of the Shares owned by such Stockholder (the "Offered Shares"), such Transferring Stockholder shall submit a written offer (the "Offer") to sell such Offered Shares to the Investors (with a copy to the Company), on terms and conditions, including price, not less favorable to the Investors than those on which such Stockholder proposes to sell such Shares to the proposed transferee or purchaser (the "Purchaser"). The Offer shall disclose the identity of the Purchaser and the number of Offered Shares, and shall describe in reasonable detail the material terms and conditions of the Transfer, including without limitation, the price per share to be paid for the Offered Shares (the "Price Per Share"), and shall include a copy of any written offer, letter of intent or other written document signed by the Purchaser setting forth the proposed terms and conditions of the Transfer (the "Terms").

(ii) Each Investor shall have the right to purchase from the Transferring Stockholder that number of the Offered Shares as shall be equal to the aggregate Offered Shares multiplied by a fraction, the numerator of which is the number of Shares (on an as-converted to Common Stock basis) then owned by such Investor on the date the Transferring Stockholder delivers the Offer to the Investors, and the denominator of which is the aggregate number of Shares (on an as-converted to Common Stock basis) then owned by all the Investors (other than the Transferring Stockholders, if such Transferring Stockholder is an Investor) on the date the Transferring Holder delivers the Offer to the Investors. For purposes of Section 2 of this Agreement only, the number of Shares owned by an Investor shall include the Series AA Convertible Preferred Stock, any Common Stock into which the Series AA Convertible Preferred

Stock converts and any shares of Common Stock acquired by an Investor pursuant to the Purchase Agreement or this Agreement, but shall not include any Common Stock issued upon the conversion of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, or Series C Convertible Preferred Stock. The amount of Offered Shares each Investor is entitled to purchase under this Section 2 shall be referred to as such Investor's "Pro Rata Fraction." Any Investor that desires to purchase all or any portion of its Pro Rata Fraction of the Offered Shares shall deliver notice (an "Investor Notice") to the Transferring Stockholder of its intent to purchase all or any portion of its Pro Rata Fraction of the Offered Shares on the Terms, including the Price Per Share, as set forth in the Offer, within 15 days of such Investor's receipt of the Offer. Each Investor shall include in the Investor Notice the number of additional Offered Shares, if any, in addition to such Investor's Pro Rata Fraction, that such Investor desires to purchase if the other Investors have not collectively agreed to purchase all of the Offered Shares (an "Under-subscription Election"). Such Investor Notice shall be delivered in accordance with the provisions of Section 9 below and shall, when taken in conjunction with the Offer be deemed to constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Investor's Pro Rata Fraction of the Offered Shares covered thereby. In the event an Investor does not elect to purchase or transfer such Investor's right to purchase such Investor's Pro Rata Fraction of the Offered Shares, then the Offered Shares not purchased by such Investor shall be offered to the Investors making Under-subscription Elections on a *pro rata* basis with any other Investors making Under-subscription Elections, and such procedure shall be repeated until all available Offered Shares not purchased by other Investors shall be offered to all Investors desiring to purchase more than their Pro Rata Fraction of the Offered Shares. Any Investor shall be entitled to assign its right to purchase all or any portion of its rights to purchase Offered Shares pursuant to this Section 2 to (a) any other Investor, or (b) any Investor Permitted Transferee (as defined below) of such Investor.

(iii) The closing of the purchase and sale of the Offered Shares to the Investors delivering Investor Notices shall take place on the date which is fifteen (15) days from the completion of the procedures set forth in Section 2(a)(i) – (ii) above. The Transferring Stockholder shall promptly give each such Investor notice of the date and time of closing. At the closing, each Investor shall pay the total purchase price of the Offered Shares which each Investor has elected to purchase, if any (which shall be equal to the product of (a) the number of Offered Shares to be purchased by such Investor and (b) the Price Per Share) by wire transfer of immediately available funds to an account designated by the Transferring Stockholder (unless the Offer provided for payment over time or by promissory note) against delivery of a certificate or certificates representing the Offered Shares to be purchased by each Investor, each certificate to be properly endorsed for transfer or accompanied by duly executed stock powers. Any Investor purchasing Offered Shares may request waivers of any liens, evidence of good title to the Offered Shares and such other documents and agreements as it may reasonably deem necessary in connection with the Transfer.

(b) In the event that the Investors, taken together, do not purchase all of the Offered Shares offered by the Transferring Stockholder pursuant to and within the time periods set forth above, then the Transferring Stockholder shall comply with the provisions of Section 3 below.

3. Right of Participation in Sales.

(a) In the event that the Investors do not elect to purchase from a Transferring Stockholder all of the Offered Shares contemplated by, and pursuant to, Section 2 and the Transferring Stockholder wishes to Transfer to a Purchaser all or a portion of such remaining Offered Shares (the "Offered Co-Sale Shares"), such Transferring Stockholder shall give notice (the "Co-Sale Notice") to each Investor that did not elect to purchase Offered Shares (the "Co-Sale Investors"), which notice shall state that such Co-Sale Investors shall have the right to require, as a condition to the Transfer of Offered Co-Sale Shares, that the Purchaser purchase from the Co-Sale Investors each such Co-Sale Investor's Co-Sale Shares (as defined below) at the same Per Share Price and on the same Terms as involved in such Transfer. Each Co-Sale Investor's number of "Co-Sale Shares" shall be equal to the product of (a) the number of Offered Co-Sale Shares, and (b) a fraction, the numerator of which is the number of Shares (on an as-converted to Common Stock basis) owned by the Co-Sale Investor on the date the Co-Sale Notice is given (excluding any shares of Common Stock received by the Investor upon the conversion of any Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, or Series C Convertible Preferred Stock) and the denominator of which is the number of Shares (on an as-converted to Common Stock basis) issued and outstanding on the date the Co-Sale Notice is given. Each Co-Sale Investor wishing to participate in any such sale or disposition shall notify the Transferring Stockholder of such intention as soon as practicable after receipt of the Co-Sale Notice, and in all events within fifteen (15) days after receipt thereof, and such notification shall set forth the number of Shares, not to exceed the Co-Sale Shares, that such Co-Sale Investor desires to Transfer to the Purchaser; and upon such election the number of Offered Co-Sale Shares to be Transferred by the Transferring Stockholder to the Purchaser shall be correspondingly reduced. Any Investor delivering the aforementioned notification to the Transferring Stockholder shall be referred to herein as a "Co-Sale Participant." For purposes of this Section 3, the term "Purchaser" shall mean any proposed transferee or purchaser of Shares from any Holder and/or Investor, as applicable.

(b) The closing of the sale of Offered Co-Sale Shares from the Transferring Stockholder and, if applicable, Co-Sale Shares from Co-Sale Participants, to the Purchaser shall take place on a date not earlier than 10 days and not later than 60 days following the expiration of the time periods referenced in (a) above. At such closing, each Co-Sale Participant shall deliver to the Purchaser one or more certificates, properly endorsed for Transfer, which represent the number of Co-Sale Shares which such Co-Sale Participant has elected to sell; provided, however, that if the Purchaser objects to the delivery of Preferred Stock in lieu of Common Stock, each Co-Sale Participant may convert such Co-Sale Shares into Common Stock and deliver such shares of Common Stock, and the Company agrees to make any such conversion concurrent with the actual transfer of such Co-Sale Shares to the Purchaser. Upon receipt of the certificate or certificates representing such Co-Sale Shares and concurrently with the purchase of Offered Co-Sale Shares from the Transferring Stockholder, the Purchaser shall remit to each Co-Sale Participant, by wire transfer of immediately available funds, the purchase price of the Co-Sale Shares (which purchase price, with respect to each Co-Sale Participant, shall be equal to the product of the number of Co-Sale Shares that such Co-Sale Participant has elected to sell and the Price Per Share). To the extent that the Purchaser refuses to purchase Co-Sale Shares from a Co-Sale Participant, the Transferring Stockholder shall not sell to such Purchaser any Offered Co-Sale Shares unless and until, simultaneously with such sale, such Transferring Stockholder

purchases the Co-Sale Shares from the Co-Sale Participant on the Terms, including the Per Share Price. The Transferring Stockholder shall use his, her or its reasonable best efforts to obtain the agreement of the Purchaser to the participation of the Co-Sale Participants in the contemplated Transfer. The provisions of this Section 3 shall not apply to the sale of any Shares by a Holder to an Investor pursuant to an Offer under Section 2. No Transfer of Shares shall be effective unless, contemporaneously with such Transfer, the Purchaser executes and delivers to the Company an Instrument of Accession in the form of Schedule II agreeing to be bound by the provisions of this Agreement.

(c) In the event that the Transferring Stockholder does not Transfer the Offered Co-Sale Shares to the Purchaser within the required time periods, then any subsequent Transfer of all or any portion of the Offered Co-Sale Shares, shall again be subject to the rights granted in Section 2 and this Section 3, as applicable, and shall require compliance by a Transferring Stockholder with the procedures described in such Sections.

(d) Any exercise or non-exercise of any Investor's rights under Section 2 or 3, as applicable, with respect to a particular Transfer of Shares by a Founder shall not adversely affect the Investors' rights with respect to other Transfers of Shares by any Founder.

4. Permitted Transfers.

(a) Anything herein to the contrary notwithstanding, the provisions of Sections 1, 2 and 3 shall not apply to a Transfer to: (i) the spouse, children, parents or siblings of such Holder (collectively, "Family Members"), (ii) the estate of such Holder, (iii) any trust solely for the benefit of such Holder or any Family Member(s) (a "Family Trust"), (iv) any partnership, corporation or limited liability company which is controlled by such Holder or any such Family Member(s) ("Family Wealth Planning Entity"); provided that, any change in the beneficiaries of a Family Trust or the equity holders of a Family Wealth Planning Entity which results in such Family Trust not being solely for the benefit of a Holder or the Family Members of such Holder or the Family Wealth Planning Entity not being controlled by such Holder or the Family Members of such Holder shall be a Transfer of Shares which is subject to the provisions of Sections 1, 2 and 3, and (v) the Company pursuant to the repurchase of Shares of Common Stock from officers, employees, directors or consultants of the Company which are subject to restrictive stock purchase agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, including termination of employment. In addition, anything herein to the contrary notwithstanding, the provisions of Sections 1, 2 and 3 shall not apply to a Transfer by an Investor to (w) any entities controlled by, controlling or under common control with such Investor, (x) if the Investor is a partnership, any partners, former partners or affiliated partnerships managed by the same manager or managing partner or management company, or managed by an entity controlling, controlled by, or under common control with, such manager or managing partner or management company, (y) stockholders, members or equity holder of such Investor transferor (or to a liquidating trust for the benefit of such partners or members) or (z) from a grantor trust to its grantors or to an affiliated entity (each an "Investor Permitted Transferee").

(b) In the event of any such Transfer, other than pursuant to subsection (a)(v) of this Section 4, the transferee of the Shares shall hold the Shares so acquired with all the rights

conferred by, and subject to all the restrictions imposed by this Agreement, and as a condition to such Transfer, other than pursuant to subsection (a)(v) of this Section 4, each such transferee shall execute and deliver an Instrument of Accession in the form of Schedule II agreeing to be bound by the provisions of this Agreement.

(c) The provisions of Sections 1, 2 and 3 shall not apply to the sale of Shares by a Holder or Investor in a firm commitment underwritten public offering pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act") ("IPO").

5. Drag-Along Rights of Investors.

(a) If, at any time, the holders of at least sixty-six and two-thirds percent (66 and 2/3%) of the outstanding shares of the Series AA Convertible Preferred Stock vote in favor of (i) the consolidation or merger of the Company into or with any other entity or entities, (ii) the sale, transfer or exclusive license of all or substantially all the assets of the Company, or (iii) the sale or other exchange of all of the outstanding shares of the Company's capital stock (each, an "Acquisition"), then each of the Stockholders shall be obligated to use their best efforts to effect the closing of such Acquisition, including without limitation, to (i) vote all of their voting Shares in favor of such Acquisition, should such vote be required for the consummation of such Acquisition, (ii) sell, transfer, or exchange all of their voting Shares in connection with such Acquisition, with the consideration to be paid in respect of such sale, transfer, or exchange to be allocated or distributed among the Stockholders in accordance with the terms of the Company's Certificate of Incorporation then in effect (the "Company Charter"), including without limitation the priority and preferences of the Preferred Stock, and (iii) execute and deliver such instruments of conveyance and transfer and take such other action, including executing any purchase agreement, merger agreement, indemnity agreement, escrow agreement or related documents, as necessary to consummate the Acquisition. If any Stockholder fails or refuses to vote or sell their Shares as required by (and execute and deliver any required documents), or vote their Shares in contravention of, this section, then such Stockholder hereby grants the Chief Executive Officer of the Company an irrevocable proxy and power of attorney, coupled with an interest, to vote such Shares or give written consent in accordance with the terms of this Section 5 and to execute any instruments necessary or advisable to effect such grant, and hereby appoints the Chief Executive Officer as its attorney in fact, to sell such Shares in accordance with the terms of this Section 5, and the Chief Executive Officer shall so vote or sell such Shares and execute and deliver such documents. This proxy shall terminate upon the closing of an IPO. At the closing of an Acquisition, each of the Stockholders shall deliver, against receipt of the consideration payable in such transaction, certificates representing that number of voting Shares which such Stockholder is bound to transfer pursuant to any agreement effected in connection with the Acquisition, with all endorsements or other instruments necessary for transfer. In the event that any Stockholder fails or refuses to comply with the provisions of this section, the Company, the Stockholders and the purchaser in such Acquisition, at their option, may elect to proceed with such Acquisition notwithstanding such failure or refusal and, in such event and upon tender of the specified consideration to any such Stockholder, the rights of any such Stockholder with respect to such Shares of such Stockholder shall cease.

(b) The obligations of each Stockholder with respect to an Acquisition are imposed and undertaken in reliance upon the premise that, and subject to the subsequent condition that, distribution of the net proceeds of the Acquisition, including without limitation, if structured as a sale of stock, will be made to the Stockholders in accordance with the procedures (including, without limitation, the priority and preferences granted to the holders of Preferred Stock) set forth in the Company Charter.

(c) In connection with an Acquisition, the Stockholders who are not accredited investors (as that term is defined in Rule 501 of the Securities Act) will, at the request of the Company, appoint a purchaser representative (as such term is defined in Rule 501 of the Securities Act) reasonably acceptable to the Company.

6. Right of Participation.

(a) Participation in Company Equity Issuances. The Company shall not issue, sell or exchange, agree or obligate itself to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, any (i) shares of Common Stock, (ii) any other equity security of the Company, including without limitation, the Preferred Stock, (iii) any debt security of the Company (other than debt with no equity feature) including without limitation, any debt security which by its terms is convertible into or exchangeable for any equity security of the Company, (iv) any security of the Company that is a combination of debt and equity, or (v) any option, warrant or other right to subscribe for, purchase or otherwise acquire any such equity security or any such debt security of the Company (the securities referenced in (i) through (v) are referred to herein as "Offered Securities"), unless in each case the Company shall have first offered to sell such Offered Securities to the Investors as follows:

(i) The Company shall give each Investor a written notice (the "Offer Notice"). The date on which the Company gives the Offer Notice is hereinafter referred to as the "Notice Date." The Offer Notice shall describe (A) the number of Offered Securities for which the Company has received a bona fide, arms' length written offer of purchase and the name(s) of the prospective purchaser(s), (B) the price and a summary of the terms and conditions upon which the prospective purchaser(s) have offered to purchase such Offered Securities, and (C) with respect to each Investor, such Investor's Basic Amount (as defined below) of the Offered Securities. The Offer Notice shall be accompanied by a copy of any written offer, letter of intent or other written document signed by the prospective purchaser(s) setting forth the proposed terms and conditions of the sale.

(ii) Each Investor shall have the right to purchase (x) that portion of the Offered Securities as the number of Shares (on an as-converted to Common Stock basis) then held by such Investor (excluding any shares of Common Stock received by the Investor upon the conversion of any Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, or Series C Convertible Preferred Stock) bears to the total number of outstanding shares of Common Stock of the Company (assuming for this purpose the issuance of all shares of Common Stock upon conversion or exercise of any securities convertible into Common Stock or securities convertible or exchangeable into Common Stock) (the "Basic Amount"), and (y) with respect to each Investor who elects to purchase its full Basic Amount, such additional portion of the Offered Securities as such Investor shall indicate it will purchase should the other Investors

subscribe for less than their Basic Amounts (the "Undersubscription Amount"), at a price and on such other terms as shall have been set forth in the Offer Notice. Notwithstanding any provision in this Section 6 to the contrary, any Investor which chooses to exercise the right of participation set forth in this Section 6 may designate as purchasers under such right itself or its Investor Permitted Transferees in such proportions as it deems appropriate.

(b) Notice of Acceptance. Any Investor may elect to purchase all or any portion of such Investor's Basic Amount by delivery of an acceptance notice to the Company not later than fifteen (15) days after delivery of the Offer Notice made pursuant to Section 6(a)(i), which shall be evidenced by a writing signed by such Investor and shall set forth such of the Investor's Basic Amount as such Investor elects to purchase and, in the case of any Investor who elects to purchase all of its Basic Amount, such Undersubscription Amount as such Investor shall elect to purchase (the "Notice of Acceptance"). If the Basic Amounts subscribed for by all Investors are less than the total Offered Securities, then each Investor who has set forth Undersubscription Amounts in its Notice of Acceptance shall be entitled to purchase, in addition to the Basic Amounts subscribed for, all Undersubscription Amounts it has subscribed for; provided, however, that should the Undersubscription Amounts subscribed for exceed the difference between the Offered Securities and the Basic Amounts subscribed for (the "Available Undersubscription Amount"), each Investor who has subscribed for any Undersubscription Amount shall be entitled to purchase only that portion of the Available Undersubscription Amount as the Undersubscription Amount subscribed for by such Investor bears to the total Undersubscription Amounts subscribed for by all Investors, subject to rounding by the Board of Directors to the extent it reasonably deems necessary.

(c) Conditions to Acceptances and Purchase.

(i) Permitted Sales of Refused Securities. In the event that Notices of Acceptance are not given by the Investors in respect of all the Offered Securities, the Company shall have ninety (90) days from the expiration of the 15 day period set forth in Section 6(b) to close the sale of all or any part of such Offered Securities as to which Notices of Acceptance have not been given by the Investors (the "Refused Securities") to the Person or Persons specified in the Offer Notice, but only for cash and otherwise in all respects upon terms and conditions, including, without limitation, unit price and interest rates, which are no more favorable to such other Person or Persons or less favorable to the Company than those set forth in the Offer Notice.

(ii) Reduction in Amount of Offered Securities. In the event the Company shall propose to sell less than all the Refused Securities (any such sale to be in the manner and on the terms specified in Section 6(c)(i) above), then each Investor may, at its sole option, but shall not be required to, reduce the number of, or other units of the Offered Securities specified in its respective Notices of Acceptance to an amount which shall be not less than the amount of the Offered Securities which the Investor elected to purchase pursuant to Section 6(b) multiplied by a fraction, (i) the numerator of which shall be the amount of Offered Securities which the Company actually proposes to sell, and (ii) the denominator of which shall be the amount of all Offered Securities. In the event that any Investor so elects to reduce the number or amount of Offered Securities specified in its respective Notices of Acceptance, the Company may not sell or otherwise dispose of more than the reduced amount of the Offered Securities until such securities have again been offered to the Investors in accordance with Section 6(a).

(iii) Closing. At the closing, which shall include full payment to the Company, of the sale to such other Person or Persons of all or less than all the Refused Securities, the Investors shall purchase from the Company, and the Company shall sell to the Investors, the number of Offered Securities specified in the Notices of Acceptance, as may be reduced pursuant to Section 6(c)(ii) if the Investors have so elected, upon the terms and conditions specified in the Offer Notice. The purchase by the Investors of any Offered Securities is subject in all cases to the preparation, execution and delivery by the Company and the Investors of a purchase agreement relating to such Offered Securities reasonably satisfactory in form and substance to the Investors and their respective counsel.

(d) Further Sale. In each case, any Offered Securities not purchased by the Investors or other Person or Persons in accordance with Section 6(c) may not be sold or otherwise disposed of until they are again offered to the Investors under the procedures specified in Sections 6(a), 6(b) and 6(c).

(e) Termination of Right of First Refusal. The rights of the Investors under this Section 6 shall terminate immediately prior to, but subject to, the earlier to occur of the consummation of a Qualified Public Offering or a Change of Control Transaction, as each such term is defined in the Company Charter.

(f) Exception. The rights of the Investors under this Section 6 shall not apply to, and Offered Securities shall not include:

(i) Common Stock issued as a stock dividend to holders of Common Stock or Preferred Stock or upon any subdivision or combination of shares of Common Stock,

(ii) Preferred Stock issued as a dividend to holders of Preferred Stock or upon any subdivision or combination of shares of Preferred Stock,

(iii) Series AA Convertible Preferred Stock issued pursuant to the Purchase Agreement and any shares of Series X Convertible Preferred Stock issued by the Company now or in the future,

(iv) shares of Common Stock issued upon conversion of the Company’s Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series AA Convertible Preferred Stock or Series X Convertible Preferred Stock, in each case provided such issuance is pursuant to the terms of such security,

(v) any shares of Common Stock issued by the Company pursuant to stock purchase, stock grant or stock option arrangements for employees, directors or consultants of the Company, all under arrangements approved by the Board of Directors in accordance with the Company Charter,

(vi) any securities issued pursuant to the acquisition of another entity by the Company by merger (whereby the Company owns no less than 51% of the voting power of such corporation) or purchase of substantially all of such entity’s stock or assets, if such acquisition is approved by a majority of the Board of Directors,

(vii) any securities issued in connection with a commercial loan or lease with a financial institution, or other similar agreement that is primarily of a non-equity financing nature, provided that such transaction or agreement is approved by the Board of Directors,

(viii) securities issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding as of the date hereof,

(ix) any securities, or part thereof, with respect to which the holders of at least sixty-six and two-thirds percent (66 and 2/3%) of the issued and outstanding shares of Preferred Stock agree in writing shall not constitute Offered Securities,

(x) Common Stock issued pursuant to a bona fide, firm commitment public offering, and

(xi) Any issuances by the Company set forth in Article IV, Part A, Section 5E of the Company's certificate of incorporation as in effect on the date hereof.

7. Election of Directors; Vacancies and Removal; Committees.

(a) Each of the Stockholders agrees to vote, whether in person at a meeting or by written consent in lieu thereof, all of the Shares now owned or hereafter acquired by such party (and attend, in person or by proxy, all meetings of stockholders called for the purpose of electing directors), and the Company agrees to take all actions (including, but not limited to the nomination of specified persons) to cause and maintain the election to the Board of Directors of the Company, to the extent permitted pursuant to the Company Charter, in accordance with the following:

(i) one (1) person who shall be the then current Chief Executive Officer, who shall initially be Paul Howes;

(ii) five (5) persons who shall be designated by the following holders of the Series AA Convertible Preferred Stock for so long as they hold Series AA Convertible Preferred Stock and if any such holder no longer holds Series AA Convertible Preferred Stock, then a person designated by the holders of at least sixty-six and two-thirds percent (66 and 2/3%) of the Series AA Convertible Preferred Stock (the "Series AA Directors"): one person designated by Devon Park Bioventures, L.P., ("DPB") who shall initially be Devang Kantesaria; one person designated by Care Capital LLC ("Care"), who shall initially be Dr. Jerry Karabelas; one person designated by Rho Ventures IV (QP), L.P. ("Rho"), who shall initially be Martin Vogelbaum; one person designated by Pitango Venture Capital Fund IV, L.P. and Pitango Venture Capital Fund Principals IV L.P. (collectively, "Pitango"), who shall initially be Ittai Harel; and one person designated by MedImmune Ventures, Inc. ("MedImmune" and collectively with DPB, Care, Rho and Pitango, the "Principal Investors"), who shall initially be William Bertrand;

(iii) one (1) person who shall be an independent director with relevant experience designated by the holders of a majority of the outstanding shares of Common Stock,

Series X Convertible Preferred Stock and Series AA Convertible Preferred Stock, acting together as a single class on an as converted to Common Stock basis (the "Independent Director"), who shall initially be Michael Loberg; and

(iv) one (1) person designated by the majority of the other directors then in office, who shall initially be David King.

(b) Each of the parties further covenants and agrees to vote or given written consent, to the extent possible, all Shares now owned or hereafter acquired by such party so that the Company's Board of Directors shall consist of no more than eight (8) members.

(c) In the absence of any designation from the persons or groups so designating directors as specified above, the director previously designated by them and then serving shall be reelected if still eligible to serve as provided herein.

(d) No party hereto shall vote to remove any member of the Company's Board of Directors designated in accordance with the aforesaid procedure unless the persons or groups so designating directors as specified above so vote, and, if such persons or groups so vote then the non-designating party or parties shall likewise so vote. The removal of the Independent Director shall require the approval of holders of a majority of the outstanding shares of Series AA Convertible Preferred Stock, Series X Convertible Preferred Stock and Common Stock, voting together as a single class on an as converted to Common Stock basis. The removal of the director referred to in Section 7(a)(i) shall require the approval of holders of a majority of the outstanding shares of Series AA Convertible Preferred Stock and Common Stock, voting together as a single class on an as converted to Common Stock basis. The removal of the director referred to in Section 7(a)(iv) shall require the approval of a majority of the other directors then in office.

(e) Any vacancy on the Board of Directors created by the resignation, removal, incapacity or death of any person designated under this Section 7 shall be filled by another person designated in a manner so as to preserve the constituency of the Board as provided in Section 7(a) above.

(f) Each of the parties and the Company further agrees that: (i) at least one of the Series AA Directors shall have a right to be a member of every committee of the Company's Board of Directors, including without limitation, the Executive, Compensation, and Audit Committees, if, as and when such committees shall be constituted by the Board of Directors from time to time; (ii) the Series AA Director designated by DPB shall have a right to be a member of the Compensation Committee; and (iii) the Series AA Director designated by Rho shall have a right to be a member of each committee of the Company's Board of Directors.

(g) The Board of Directors of the Company shall meet at least four times per year, unless otherwise agreed by a vote of a majority of the members of the Board of Directors.

(h) The Company shall pay the reasonable out-of-pocket expenses incurred by any non-employee director in connection with attending meetings of the Board or any committee thereof or other meetings or events attended on behalf of the Company. At the discretion of the Board of Directors, the Company may pay the reasonable out-of-pocket expenses incurred by any Observers (as defined below) in connection with attending meetings of the Board or any committee thereof or other meetings or events attended on behalf of the Company.

(i) In the event that the Company pays any compensation to any member of the Board of Directors of the Company that is designated by MedImmune Ventures, Inc. (each a "MedImmune Designee") in recognition of his or her service on the Board of Directors of the Company, such compensation (including any equity compensation, the "MedImmune Director Equity Compensation") otherwise payable to the MedImmune Designee shall, upon the direction of such MedImmune Designee, be paid directly to MedImmune. Nothing in this Section 7(i) shall create an obligation on the part of the Company to pay any compensation to the MedImmune Designee.

(j) The Company shall seek and obtain the approval of a majority of the members of the Board of Directors before entering into any agreement, transaction or business arrangement that exceeds a value of $500,000.

(k) The Company shall seek and obtain the unanimous approval of the members of the Board of Directors before making any offer of employment to, or hiring any family member of an employee of the Company.

(l) The Company shall invite the Principal Investors and Biomedical Sciences Investment Fund Pte Ltd (collectively, the "Observer Investors") to send a representative (collectively, the "Observers") to attend all meetings of the Company's Board of Directors (whether in person, telephonic or other) in a non-voting, observer capacity and shall provide to each such Observer, concurrently with the members of the Board of Directors, and in the same manner, notice of such meeting and a copy of all materials provided to such members. The rights of the Observer Investors shall terminate and be of no further force or effect in the event that such Observer Investor does not hold any shares of Preferred Stock or Common Stock (including any Common Stock issuable upon conversion of any Preferred Stock held by such Observer Investor). Except for the disclosure of financial and other information of a non-technical nature, which each Observer discloses to employees of the Observer Investor for which such Observer is acting as representative and partners, members and/or shareholders of such Observer Investor (provided such parties are subject to similar confidentiality obligations as set forth herein), each Observer shall, as a condition to attendance at any meeting of the Company's Board of Directors or receipt of any materials provided to members of the Company's Board of Directors in connection therewith, agree that it will keep confidential and will not disclose or divulge any confidential and proprietary information that such Observer may obtain from the Company as a result of being an Observer (the "Confidential Information") unless such information is required by law to be disclosed or is or becomes known to the Observer from a source other than the Company or the Board of Directors that is not bound by obligations of confidentiality to the Company or is or becomes publicly known other than through the actions or inaction's of the Observers, or unless the Company gives its written consent to such Observer's release of such information. Without the prior written consent of the Company, the rights granted to the Observer Investors under this Section 7(l) may not be transferred by the Observer Investors to any party. Notwithstanding the foregoing, the Board of Directors may request the Observers to be excluded from a meeting or portion thereof if the Company believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege or to protect highly confidential information pertaining to a strategic transaction competitive to any Observer Investor or its affiliates.

8. Termination. This Agreement, and the respective rights and obligations of the parties hereto, shall terminate upon the earlier to occur of a Qualified Public Offering or a Change of Control Transaction, as each such term is defined in the Company Charter, except that the provisions of Section 18 shall survive a Qualified Public Offering.

9. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class, registered or certified mail (air mail if to or from outside the United States), return receipt requested, postage prepaid, if to each Holder at his respective address set forth on Schedule I hereto or on the Instrument of Accession pursuant to which he became a party to this Agreement, and if to the Investors, at their respective addresses set forth on Schedule I hereto or to such other address as the addressee shall have furnished to the other parties hereto in the manner prescribed by this Section 9.

10. Failure to Deliver Shares. If a Stockholder becomes obligated to sell any Shares owned by, or held for the benefit of, such Stockholder to another party hereto and fails to deliver such shares in accordance with the terms of this Agreement, such other party hereto may, at its option, in addition to all other remedies it may have, send to the Company for the benefit of such Stockholder the purchase price for such Shares as is herein specified. Thereupon, the Company upon written notice to said Stockholder, (a) shall cancel on its books the certificate(s) representing the Shares to be sold and (b) shall issue, in lieu thereof, in the name of such other party, a new certificate(s) representing such Shares, and thereupon all of said Stockholder's rights in and to such Shares shall terminate. The Company may exercise a similar remedy in enforcing its rights under Section 2.

11. Right to Conduct Activities. The Company and each Investor acknowledge that some or all of the Investors are professional investment funds and, as such, invest in numerous portfolio companies, some of which may be competitive with the Company's business. No Investor shall be liable to the Company or to any Holder or other Investor for any claim arising from, related to, or in connection with: (a) any investment by such Investor in any entity that is competitive with the Company; or (b) any actions or omissions by any partner, officer, manager, employee, representative or agent of any Investor in assisting any such entity that is competitive with the Company, whether or not such action or omission was taken as a board member of such entity or otherwise, and whether or not such action or omission has a detrimental effect on the Company.

12. Specific Performance. The rights of the parties under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to any of them at law or in equity, have the right to enforce their rights hereunder by actions for specific performance to the extent permitted by law.

13. Legend. The certificates representing the Shares shall bear on their face a legend indicating the existence of the restrictions imposed hereby.

14. Entire Agreement. This Agreement (including the Schedules and any exhibits hereto), the Company Charter and the other Financing Documents (as defined in the Purchase Agreement) constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled. The Prior Stockholders Agreement is hereby amended and restated and superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

15. Waivers, Amendments and Further Agreements. Except as otherwise expressly provided herein, this Agreement may not be amended, and the provisions hereof may not be waived, except by an instrument in writing executed by (i) the Company and (ii) Investors holding at least sixty-six and two-thirds percent (66 and 2/3%) of the shares of the Series AA Convertible Preferred Stock; provided, however, that no amendment shall be made to the rights of the Principal Investors to designate directors pursuant to Section 7 without the written consent of the respective Principal Investor entitled to designate such director(s). Any waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as any other party may reasonably require in order to effectuate the terms and purposes of this Agreement. Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term of this Agreement may not be waived with respect to any Investor or Holder without the written consent of such Investor or Holder unless such amendment, termination or waiver applies to all Investors or Holders, as the case may be, in the same fashion.

16. Assignment; Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted transferees, except as may be expressly provided otherwise herein.

17. Subsequent Closing Purchasers. Any person or entity which, after the date hereof, purchases shares of Series AA Convertible Preferred Stock pursuant to the terms of the Purchase Agreement and thereby becomes a “Purchaser” thereunder shall become a party to this Agreement by executing and delivering to the Company an Instrument of Accession in the form attached hereto as Schedule III, whereupon such person shall be deemed an “Investor” for all purposes hereof.

18. Lock-up Agreement. If requested in writing by the underwriters for the initial underwritten public offering of securities of the Company, each Holder and Investor who is a party to this Agreement shall agree not to sell publicly any Shares (other than Shares being registered in such offering), without the consent of such underwriters, for a period not to exceed one hundred eighty (180) days following the effective date of the registration statement relating to such offering; provided, however, that all persons entitled to registration rights with respect to shares of Common Stock who are not parties to this Agreement, all other persons selling shares of Common Stock in such offering, all persons holding at least one percent (1%) of the capital stock of the Company on a fully diluted basis and all officers and directors of the Company shall also have agreed not to sell publicly their Common Stock under the circumstances and pursuant

to the terms set forth in this Section 18; and provided further that if the underwriters release any of the foregoing directors, officers or 1% stockholders from the obligation to not publicly sell securities for such period of time, then each holder of Shares subject to this Section 18 shall also be released from such obligation in the same proportion as the shares of Shares held by such holder bears to the total number of shares included in any such registration.

19. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Delaware, without regard to its principles of conflicts of laws. The parties hereto agree to submit to the jurisdiction of the United States federal and state courts of the State of Delaware with respect to the breach or interpretation of this Agreement or the enforcement of any and all rights, duties, liabilities, obligations, powers, and other relations between the parties arising under this Agreement.

23. Future Holders. The Company shall use its commercially reasonable efforts to require that any person or entity acquiring shares of the Company's capital stock that, after such acquisition, would hold at least 1% of the Company's capital stock, on an as-converted to Common Stock basis, shall be subject to the provisions of this Agreement as a Holder.

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Signature Page for the Third Amended and Restated Stockholders Agreement

IN WITNESS WHEREOF, the undersigned have executed this Third Amended and Restated Stockholders Agreement as a sealed instrument as of the day and year first above written.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Paul G. Howes
Name: Paul G. Howes
Title: President Chief Executive Officer

HOLDERS:

By: /s/ Paul G. Howes
Paul G. Howes

By: /s/ James G. Ham, III
James G. Ham, III

By: /s/ Rudolf Baumgartner
Rudolf Baumgartner

By: /s/ William McVicar
William McVicar

Csaba Szabo 2006 Grantor Retained Annuity Trust

By: /s/ Mark M. Christopher
Mark M. Christopher, Trustee

INVESTORS:

CARE CAPITAL INVESTMENTS II, LP

By: Care Capital II, LLC,
as general partner of Care Capital Investments II, LP

By: /s/ David R. Ramsay
Name: David R. Ramsay
Title: Partner

CARE CAPITAL OFFSHORE INVESTMENTS II, LP

By: Care Capital II, LLC,
as general partner of Care Capital Offshore Investments II, LP

By: /s/ David R. Ramsay
Name: David R. Ramsay
Title: Partner

MEDIMMUNE VENTURES, INC.

By: /s/ Eva Jack
Name: Eva Jack
Title: Managing Director

RHO VENTURES IV, L.P.

By: Rho Management Ventures IV, L.L.C., General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO VENTURES IV GmbH & CO. BETEILIGUNGS KG

By: Rho Capital Partners Verwaltungs GmbH, General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO VENTURES IV (QP), L.P.

By: Rho Management Ventures IV, L.L.C., General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO MANAGEMENT TRUST I

By: Rho Capital Partners, Inc., as Investment Adviser

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

PITANGO VENTURE CAPITAL FUND IV L.P.

By: Pitango V.C. Fund IV, L.P.,
its general partner

By: Pitango G.P. Capital Holdings Ltd,
its general partner

By:		By:	/s/ Bruce E. Cocker
Name:		Name:	
Title:		Title:	

PITANGO VENTURE CAPITAL FUND PRINCIPALS IV L.P.

By: Pitango V.C. Fund IV, L.P.,
its general partner

By: Pitango G.P. Capital Holdings Ltd,
its general partner

By:		By:	/s/ Bruce E. Cocker
Name:		Name:	
Title:		Title:	

BIOMEDICAL SCIENCES INVESTMENT FUND PTE LTD

By: /s/ Chu Swee Yeok
Name: Chu Swee Yeok
Title: Director

DEVON PARK BIOVENTURES, L.P.

By: Devon Park Associates, its general partner

By: /s/ Devang V. Kantesaria
Name: Devang V. Kantesaria
Title: General Partner

SCHEDULE I

INOTEK PHARMACEUTICALS CORPORATION

SCHEDULE OF HOLDERS AND INVESTORS

Names and Addresses	No. of Shares

HOLDERS

	Shares of Common Stock
*Andrew L. Salzman, M.D.	77,076
*The Andrew L. Salzman GRAT-2004, James Salzman Trustee	0
*The Salzman Family Irrevocable Trust 2004, James Salzman Trustee	501
*Csaba Szabo, M.D., Ph.D.	53,699
*Csaba Szabo 2006 Grantor Retained Annuity Trust, Mark M. Christopher, Trustee	0
*The Szabo Family Irrevocable Trust 2004, Mark M. Christopher, Trustee	928
*Garry J. Southan, Ph.D.	29,389

	Shares of Series X Convertible Preferred Stock
See Attached	

INVESTORS

	Shares of Series AA Convertible Preferred Stock
Devon Park Bioventures, L.P.	**See Attached**
Care Capital Investments II, LP	
Care Capital Offshore Investments II, LP	
Rho Management Trust I	
Rho Ventures IV, L.P.	
Rho Ventures IV (QP), L.P.	
Rho Ventures IV GmbH & Co. BETEILIGUNGS KG	
MedImmune Ventures, Inc.	
Pitango Venture Capital Fund IV L.P.	
Pitango Venture Capital Fund Principals IV L.P.	
Biomedical Sciences Investment Fund Pte Ltd	

SCHEDULE II

INOTEK PHARMACEUTICALS CORPORATION

INSTRUMENT OF ACCESSION

The undersigned, , as a condition precedent to becoming the owner or holder of record of ( ) shares of the stock, par value [$0.01/$0.001] per share, of Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Company"), hereby agrees to become a "Holder" under that certain Third Amended and Restated Stockholders Agreement dated as of June 9, 2010, by and among the Company and certain other stockholders of the Company. This Instrument of Accession shall take effect and shall become an integral part of, and the undersigned shall become a party to and bound by, said Stockholders Agreement immediately upon execution and delivery to the Company of this Instrument.

IN WITNESS WHEREOF, this INSTRUMENT OF ACCESSION has been duly executed by or on behalf of the undersigned, as a sealed instrument under the laws of the State of Delaware, as of the date below written.

Signature:

_____

(Print Name) _____

Address:

_____

_____

Date: _____

Accepted:

INOTEK PHARMACEUTICALS CORPORATION

By: _____

Name: Paul G. Howes
Title: President and Chief Executive Officer

Date: _____

SCHEDULE III

INOTEK PHARMACEUTICALS CORPORATION

INSTRUMENT OF ACCESSION

The undersigned, , as a condition precedent to becoming the owner or holder of record of ( ) shares of the Series AA Convertible Preferred Stock, par value $0.001 per share, of Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Company"), hereby agrees to become an "Investor" under that certain Third Amended and Restated Stockholders Agreement dated as of [ ], 2010, by and among the Company and certain other stockholders of the Company. This Instrument of Accession shall take effect and shall become an integral part of, and the undersigned shall become a party to and bound by, said Stockholders Agreement immediately upon execution and delivery to the Company of this Instrument.

IN WITNESS WHEREOF, this INSTRUMENT OF ACCESSION has been duly executed by or on behalf of the undersigned, as a sealed instrument under the laws of the State of Delaware, as of the date below written.

Signature:

_____

(Print Name) _____

Address:

_____

_____

Date: _____

Accepted:

INOTEK PHARMACEUTICALS CORPORATION

By: _____

Name: Paul G. Howes
Title: President and Chief Executive Officer

Date: _____

INOTEK PHARMACEUTICALS CORPORATION

AMENDMENT NO. 1 TO THE THIRD AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

This Amendment No. 1 to the Third Amended and Restated Stockholders Agreement, dated as of June 11, 2010 (this "Amendment"), is entered into by and among Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Company"), and the entities and individuals listed on the signature pages hereto. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Stockholders Agreement (as defined below).

WHEREAS, the Company and the entities and individuals listed on the signature pages hereto are parties to that certain Third Amended and Restated Stockholders Agreement dated as of June 9, 2010, by and among the Company, the Holders and the Investors (the "Stockholders Agreement");

WHEREAS, Section 15 of the Stockholders Agreement provides that the Stockholders Agreement may be amended, and compliance with any provision of the Stockholders Agreement may be waived, only by the written consent of (i) the Company and (ii) the Investors holding at least a sixty-six and two-thirds percent (66 and 2/3%) of the shares of Series AA Convertible Preferred Stock (the "Requisite Holders"); and

WHEREAS, the Company and the Requisite Holders desire to amend the Stockholders Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Section 7(a) of the Stockholders Agreement is hereby amended and restated to read in its entirety as follows:

"(a) Each of the Stockholders agrees to vote, whether in person at a meeting or by written consent in lieu thereof, all of the Shares now owned or hereafter acquired by such party (and attend, in person or by proxy, all meetings of stockholders called for the purpose of electing directors), and the Company agrees to take all actions (including, but not limited to the nomination of specified persons) to cause and maintain the election to the Board of Directors of the Company, to the extent permitted pursuant to the Company Charter, in accordance with the following:

(i) one (1) person who shall be the then current Chief Executive Officer, who shall initially be Paul Howes;

(ii) five (5) persons who shall be designated by the following holders of the Series AA Convertible Preferred Stock for so long as they hold Series AA Convertible Preferred Stock and if any such holder no longer holds Series AA Convertible Preferred Stock, then a person designated by the holders of at least sixty-six

and two-thirds percent (66 and 2/3%) of the Series AA Convertible Preferred Stock (the "Series AA Directors"): one person designated by Devon Park Bioventures, L.P., ("DPB") who shall initially be John Leaman; one person designated by Care Capital LLC ("Care"), who shall initially be Dr. Jerry Karabelas; one person designated by Rho Ventures IV (QP), L.P. ("Rho"), who shall initially be Martin Vogelbaum; one person designated by Pitango Venture Capital Fund IV, L.P. and Pitango Venture Capital Fund Principals IV L.P. (collectively, "Pitango"), who shall initially be Ittai Harel; and one person designated by MedImmune Ventures, Inc. ("MedImmune" and collectively with DPB, Care, Rho and Pitango, the "Principal Investors"), who shall initially be Maggie LeFlore; and

(iii) one (1) person who shall be an independent director with relevant experience designated by the holders of a majority of the outstanding shares of Common Stock, Series X Convertible Preferred Stock and Series AA Convertible Preferred Stock, acting together as a single class on an as converted to Common Stock basis (the "Independent Director"), who shall serve as the Chairperson of the Board of Directors of the Company and who shall initially be Michael Loberg.

2. Section 7(d) of the Stockholders Agreement is hereby amended by adding the following sentences to the end of such section:

"The removal of the Independent Director shall require the approval of holders of a majority of the outstanding shares of Series AA Convertible Preferred Stock, Series X Convertible Preferred Stock and Common Stock, voting together as a single class on an as converted to Common Stock basis. The removal of the director referred to in Section 7(a)(i) shall require the approval of holders of a majority of the outstanding shares of Series AA Convertible Preferred Stock and Common Stock, voting together as a single class on an as converted to Common Stock basis."

3. This Amendment shall take effect as of the date hereof.

4. This Amendment shall be binding upon and inure to the benefit of the parties to the Stockholders Agreement, their successors and assigns, heirs, devisees, legates and personal representatives.

5. All other terms and provisions of the Stockholders Agreement not expressly modified by this Amendment shall remain in full force and effect and are hereby expressly ratified and confirmed.

6. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one agreement.

7. This Amendment shall be construed and enforced in accordance with and governed by the laws of the General Corporation Law of the State of Delaware, without regard to its principles of conflicts of laws.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of June 11, 2010.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Paul G. Howes
Name: Paul G. Howes
Title: President and Chief Executive Officer

CARE CAPITAL INVESTMENTS II, LP

By: Care Capital II, LLC,
as general partner of Care Capital Investments II, LP

By: /s/ David R. Ramsay
Name:
Title:

CARE CAPITAL OFFSHORE INVESTMENTS II, LP

By: Care Capital II, LLC,
as general partner of Care Capital Offshore Investments II, LP

By: /s/ David R. Ramsay
Name:
Title:

MEDIMMUNE VENTURES, INC.

By: /s/ Eva Jack
Name: Eva Jack
Title Managing Director

RHO VENTURES IV, L.P.

By: Rho Management Ventures IV, L.L.C., General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO VENTURES IV GmbH & CO. BETEILIGUNGS KG

By: Rho Capital Partners Verwaltungs GmbH, General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO VENTURES IV (QP), L.P.

By: Rho Management Ventures IV, L.L.C., General Partner

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

RHO MANAGEMENT TRUST I

By: Rho Capital Partners, Inc., as Investment Adviser

By: /s/ Jeffrey I. Martin
Name: Jeffrey I. Martin
Title: Attorney-In-Fact

PITANGO VENTURE CAPITAL FUND IV L.P.

By: Pitango V.C. Fund IV, L.P.,
its general partner

By: Pitango G.P. Capital Holdings Ltd,
its general partner

By: _____
Name: _____
Title: _____

By: /s/ Bruce E. Cocker
Name: _____
Title: _____

PITANGO VENTURE CAPITAL FUND PRINCIPALS IV L.P.

By: Pitango V.C. Fund IV, L.P.,
its general partner

By: Pitango G.P. Capital Holdings Ltd,
its general partner

By: _____
Name: _____
Title: _____

By: /s/ Bruce E. Cocker
Name: _____
Title: _____

BIOMEDICAL SCIENCES INVESTMENT FUND PTE LTD

By: /s/ Chu Swee Yeok
Name: Chu Swee Yeok
Title: Director
Address: 20 Biopolis Way
#09-01 Centros
Singapore 138668

DEVON PARK BIOVENTURES, L.P.

By: Devon Park Associates, its general partner

By: /s/ Mark Ostro
Name: Mark Ostro, PH. D.
Title: General Partner

Exhibit 10.1

INOTEK PHARMACEUTICALS CORPORATION

2004 STOCK OPTION AND INCENTIVE PLAN

1. Purpose and Eligibility

The purpose of this 2004 Stock Option and Incentive Plan (the "Plan") of Inotek Pharmaceuticals Corporation (the "Company"') is to provide stock options and other equity interests in the Company (each an "Award") to employees, officers, directors, consultants and advisors of the Company and its Subsidiaries, all of whom are eligible to receive Awards under the Plan. Any person to whom an Award has been granted under the Plan is called a "Participant". Additional definitions are contained in Section 8.

2. Administration

a. Administration by Board of Directors. The Plan will be administered by the Board of Directors of the Company (the "Board"). The Board, in its sole discretion, shall have the authority to grant and amend Awards, to adopt, amend and repeal rules relating to the Plan and to interpret and correct the provisions of the Plan and any Award. All decisions by the Board shall be final and binding on all interested persons. Neither the Company nor any member of the Board shall be liable for any action or determination relating to the Plan.

b. Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a "Committee"). All references in the Plan to the "Board" shall mean such Committee or the Board.

c. Delegation to Executive Officers. To the extent permitted by applicable law, the Board may delegate to one or more executive officers of the Company the power to grant Awards and exercise such other powers under the Plan as the Board may determine, *provided that* the Board shall fix the maximum number of Awards to be granted and the maximum number of shares issuable to any one Participant pursuant to Awards granted by such executive officers.

3. Stock Available for Awards

a. Number of Shares. Subject to adjustment under Section 3(c), the aggregate number of shares of Common Stock of the Company (the "Common Stock") that may be issued pursuant to the Plan is 2,010,000 shares. If any Award expires, or is terminated, surrendered or forfeited, in whole or in part, the unissued Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. If shares of Common Stock issued pursuant to the Plan are repurchased by, or are surrendered or forfeited to, the Company at no more than cost, such shares of Common Stock shall again be available for the grant of Awards under the Plan; *provided*, *however*, that the cumulative number of such shares that may be so reissued under the Plan will not exceed 2,010,000. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

b. Per-Participant Limit. Subject to adjustment under Section 3(c), no Participant may be granted Awards during any one fiscal year to purchase more than 1,500,000 shares of Common Stock.

c. Adjustment to Common Stock. In the event of any stock split, stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off, split-up, or other similar change in capitalization or event, (i) the number and class of securities available for Awards under the Plan and the per-Participant share limit, (ii) the number and class of securities, vesting schedule and exercise price per share subject to each outstanding Option, (iii) the repurchase price per security subject to repurchase, and (iv) the terms of each other outstanding stock-based Award shall be adjusted by the Company (or substituted Awards may be made) to the extent the Board shall determine, in good faith, that such an adjustment (or substitution) is appropriate. If Section 7(e)(i) applies for any event, this Section 3(c) shall not be applicable.

4. Stock Options

a. General. The Board may grant options to purchase Common Stock (each, an "Option") and determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option and the Common Stock issued upon the exercise of each Option, including vesting provisions, repurchase provisions and restrictions relating to applicable federal or state securities laws, as it considers advisable.

b. Incentive Stock Options. An Option that the Board intends to be an "incentive stock option" as defined in Section 422 of the Code (an "Incentive Stock Option") shall be granted only to employees of the Company and shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. The Board and the Company shall have no liability if an Option or any part thereof that is intended to be an Incentive Stock Option does not qualify as such. An Option or any part thereof that does not qualify as an Incentive Stock Option is referred to herein as a "Non-statutory Stock Option."

c. Exercise Price. The Board shall establish the exercise price (or determine the method by which the exercise price shall be determined) at the time each Option is granted and specify it in the applicable option agreement.

d. Duration of Options. Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement.

e. Exercise of Option. Options may be exercised only by delivery to the Company of a written notice of exercise signed by the proper person together with payment in full as specified in Section 4(f) for the number of shares for which the Option is exercised.

f. Payment upon Exercise. Common Stock purchased upon the exercise of an Option shall be paid for by one or any combination of the following forms of payment;

(i) by check payable to the order of the Company;

(ii) except as otherwise explicitly provided in the applicable option agreement, and only if the Common Stock is then publicly traded, delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price, or delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price; or

(iii) to the extent explicitly provided in the applicable option agreement, by (x) delivery of shares of Common Stock owned by the Participant valued at fair market value (as determined by the Board or as determined pursuant to the applicable option agreement), (y) delivery of a promissory note of the Participant to the Company (and delivery to the Company by the Participant of a check in an amount equal to the par value of the shares purchased), or (z) payment of such other lawful consideration as the Board may determine.

5. Restricted Stock

a. Grants. The Board may grant Awards entitling recipients to acquire shares of Common Stock, subject to (i) delivery to the Company by the Participant of cash or other lawful consideration in an amount at least equal to the par value of the shares purchased, and (ii) the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price from the Participant in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award (each, a "Restricted Stock Award").

b. Terms and Conditions. The Board shall determine the terms and conditions of any such Restricted Stock Award. Any stock certificates issued in respect of a Restricted Stock Award shall be registered in the name of the Participant and, unless otherwise determined by the Board, deposited by the Participant, together with a stock power endorsed in blank, with the Company (or its designee). After the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or, if the Participant has died, to the beneficiary designated by a Participant, in a manner determined by the Board, to receive amounts due or exercise rights of the Participant in the event of the Participant's death (the "Designated Beneficiary"). In the absence of an effective designation by a Participant, Designated Beneficiary shall mean the Participant's estate.

6. Other Stock-Based Awards

The Board shall have the right to grant other Awards based upon the Common Stock having such terms and conditions as the Board may determine, including, without limitation, the grant of shares based upon certain conditions, the grant of securities convertible into Common Stock and the grant of stock appreciation rights, phantom stock awards or stock units.

7. General Provisions Applicable to Awards

a. Transferability of Awards. Except as the Board may otherwise determine or provide in an Award, Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the life of the Participant, shall be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

b. Documentation. Each Award under the Plan shall be evidenced by a written instrument in such form as the Board shall determine or as executed by an officer of the Company pursuant to authority delegated by the Board. Each Award may contain terms and conditions in addition to those set forth in the Plan *provided that* such terms and conditions do not contravene the provisions of the Plan.

c. Board Discretion. The terms of each type of Award need not be identical, and the Board need not treat Participants uniformly.

d. Termination of Status. The Board shall determine the effect on an Award of the disability, death, retirement, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Award.

e. Acquisition of the Company

(i) Consequences of an Acquisition. Upon the consummation of an Acquisition, the Board or the board of directors of the surviving or acquiring entity (as used in this Section 7(e)(i), also the "Board"), shall, as to outstanding Awards (on the same basis or on different bases as the Board shall specify), make appropriate provision for the continuation of such Awards by the Company or the assumption of such Awards by the surviving or acquiring entity and by substituting on an equitable basis for the shares then subject to such Awards either (a) the consideration payable with respect to the outstanding shares of Common Stock in connection with the Acquisition, (b) shares of stock of the surviving or acquiring corporation or (c) such other securities or other consideration as the Board deems appropriate, the fair market value of which (as determined by the Board in its sole discretion) shall not materially differ from the fair market value of the shares of Common Stock subject to such Awards immediately preceding the Acquisition. In addition to or in lieu of the foregoing, with respect to outstanding Options, the Board may, on the same basis or on different bases as the Board shall specify, upon written notice to the affected optionees, provide that one or more Options then outstanding must be exercised, in whole or in part, within a specified number of days of the date of such notice, at the end of which period such Options shall terminate, or provide that one or more Options then outstanding, in whole or in part, shall be terminated in exchange for a cash payment equal to the excess of the fair market value (as determined by the Board in its sole discretion) for the shares subject to such Options over the exercise price thereof. Unless otherwise determined by the Board (on the same basis or on different bases as the Board shall specify), any repurchase rights or other rights of the Company that relate to an Option or other Award shall continue to apply to consideration, including cash, that has been substituted, assumed or amended for an Option or other Award pursuant to this paragraph. The Company may hold in escrow all or any portion of any such consideration in order to effectuate any continuing restrictions.

(ii) Acquisition Defined. An "Acquisition" shall mean: (x) the sale of the Company by merger in which the shareholders of the Company in their capacity as such no

longer own a majority of the outstanding equity securities of the Company (or its successor); or (y) any sale of all or substantially all of the assets or capital stock of the Company (other than in a spin-off or similar transaction) or (z) any other acquisition of the business of the Company, as determined by the Board.

(iii) Assumption of Options upon Certain Events. In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Board may grant Awards under the Plan in substitution for stock and stock-based awards issued by such entity or an affiliate thereof. The substitute Awards shall be granted on such terms and conditions as the Board considers appropriate in the circumstances.

f. Withholding. Each Participant shall pay to the Company, or make provisions satisfactory to the Company for payment of, any taxes required by law to be withheld in connection with Awards to such Participant no later than the date of the event creating the tax liability. The Board may allow Participants to satisfy such tax obligations in whole or in part by transferring shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their fair market value (as determined by the Board or as determined pursuant to the applicable option agreement). The Company may, to the extent permitted by law, deduct any such tax obligations from any payment of any kind otherwise due to a Participant.

g. Amendment of Awards. The Board may amend, modify or terminate any outstanding Award including, but not limited to, substituting therefore another Award of the same or a different type, changing the date of exercise or realization, and converting an Incentive Stock Option to a Non-statutory Stock Option, *provided that* the Participant's consent to such action shall be required unless the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant.

h. Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

i. Acceleration. The Board may at any time provide that any Options shall become immediately exercisable in full or in part, that any Restricted Stock Awards shall be free of some or all restrictions, or that any other stock-based Awards may become exercisable in full or in part or free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be, despite the fact that the foregoing actions may (i) cause the application of Sections 280G and 4999 of the Code if a change in control of the Company occurs, or (ii) disqualify all or part of the Option as an Incentive Stock Option. In the event of the acceleration of the exercisability of one or more outstanding Options, including pursuant to paragraph (e)(i), the Board may provide, as a condition of full exercisability of any or all such Options, that the Common Stock or other substituted consideration, including cash, as to which exercisability has

been accelerated shall be restricted and subject to forfeiture back to the Company at the option of the Company at the cost thereof upon termination of employment or other relationship, with the timing and other terms of the vesting of such restricted stock or other consideration being equivalent to the timing and other terms of the superseded exercise schedule of the related Option.

8. Miscellaneous

a. Definitions.

(i) "Company," for purposes of eligibility under the Plan, shall include any present or future subsidiary corporations of Inotek Pharmaceuticals Corporation, as defined in Section 424(f) of the Code (a "Subsidiary"), and any present or future parent corporation of Inotek Pharmaceuticals Corporation, as defined in Section 424(e) of the Code. For purposes of Awards other than Incentive Stock Options, the term "Company" shall include any other business venture in which the Company has a direct or indirect significant interest, as determined by the Board in its sole discretion.

(ii) "Code" means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

(iii) "Employee" for purposes of eligibility under the Plan (but not for purposes of Section 4(b)) shall include a person to whom an offer of employment has been extended by the Company.

b. No Right to Employment or Other Status. No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan.

c. No Rights as Stockholder. Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to an Award until becoming the record holder thereof.

d. Effective Date and Term of Plan. The Plan shall become effective on the date on which it is adopted by the Board. No Awards shall be granted under the Plan after the completion of ten years from the date on which the Plan was adopted by the Board, but Awards previously granted may extend beyond that date.

e. Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time.

f. Governing Law. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law.

Adopted by the Board of
Directors on
February 10, 2004

Approved by the stockholders on February 10,
2004

INOTEK PHARMACEUTICALS CORPORATION

APPENDIX A – ISRAEL

TO THE 2004 STOCK OPTION AND INCENTIVE PLAN

1. **GENERAL**

1.1 This appendix (the "**Appendix**") shall apply only to Participants who are subject to taxation in Israel ("**Israeli Participant**"). The provisions specified hereunder shall form an integral part of Inotek Pharmaceuticals Corporation's 2004 Stock Option and Incentive Plan (the "**Plan**"), which applies to the issuance of Options to purchase shares of Common Stock of Inotek Pharmaceuticals Corporation (the "**Company**"). According to the Plan, Options to purchase the Company's Common Stock may be issued to employees, officers, directors, consultants and advisors of the Company or its Subsidiaries.

1.2 This Appendix is effective with respect to Options granted as of **April 9, 2008** and shall comply with Amendment no. 132 of the Israeli Tax Ordinance.

1.3 This Appendix is to be read as a continuation of the Plan and only modifies options granted to Israeli Participants so that they comply with the requirements set by the Israeli law in general, and in particular with the provisions of Section 102 (as specified herein), as may be amended or replaced from time to time. For the avoidance of doubt, this Appendix does not add to or modify the Plan in respect of any other category of Participants.

1.4 The Plan and this Appendix are complimentary to each other and shall be deemed as one. In any case of contradiction, whether explicit or implied, between the provisions of this Appendix and the Plan, the provisions set out in the Appendix shall prevail.

1.5 Any capitalized terms not specifically defined in this Appendix shall be construed according to the interpretation given to it in the Plan.

2. **DEFINITIONS**

2.1 "**Affiliate**" means any "employing company" within the meaning of Section 102(a) of the Ordinance.

2.2 "**Approved 102 Option**" means an Option granted pursuant to Section 102(b) of the Ordinance and held in trust by a Trustee for the benefit of the Participant.

2.3 "**Capital Gain Option**" or "**CGO**" means an Approved 102 Option elected and designated by the Company to qualify under the capital gain tax treatment in accordance with the provisions of Section 102(b)(2) of the Ordinance.

2.4 "**Controlling Shareholder**" shall have the meaning ascribed to it in Section 32(9) of the Ordinance.

2.5 "**Employee**" means a person who is employed by the Company or its Affiliates, including an individual who is serving as a director or an office holder, but excluding any Controlling Shareholder.

2.6 "**ITA**" means the Israeli Tax Authorities.

2.7 "**Non-Employee**" means a consultant, Controlling Shareholder or any other person who is not an Employee.

2.8 "**Ordinary Income Option**" or "**OIO**" means an Approved 102 Option elected and designated by the Company to qualify under the ordinary income tax treatment in accordance with the provisions of Section 102(b)(1) of the Ordinance.

2.9 "**102 Option**" means any Option granted to Employees in accordance with and subject to Section 102 of the Ordinance.

2.10 "**3(i) Option**" means an Option granted in accordance with and subject to Section 3(i) of the Ordinance to any person who is a Non- Employee.

2.11 "**Ordinance**" means the Israeli Income Tax Ordinance [New Version] 1961 as now in effect or as hereafter amended.

2.12 "**Section 102**" means section 102 of the Ordinance and any regulations, rules, orders or procedures promulgated thereunder as now in effect or as hereafter amended.

2.13 "**Trustee**" means any individual appointed by the Company to serve as a trustee and approved by the ITA, all in accordance with the provisions of Section 102(a) of the Ordinance.

2.14 "**Unapproved 102 Option**" means an Option granted pursuant to Section 102(c) of the Ordinance and not held in trust by a Trustee.

3. ISSUANCE OF OPTIONS

3.1 The persons eligible for participation in the Plan as Participants shall include any Employees and/or Non-Employees of the Company or of any Affiliate; provided, however, that (i) Employees may only be granted 102 Options; and (ii) Non-Employees may only be granted 3(i) Options

3.2 The Company may designate Options granted to Employees pursuant to Section 102 as Unapproved 102 Options or Approved 102 Options.

3.3 The grant of Approved 102 Options shall be made under this Appendix adopted by the Board, and shall be conditioned upon the approval of this Appendix by the ITA.

3.4 Approved 102 Options may either be classified as Capital Gain Options (or as "**CGOs**") or Ordinary Income Options (or as "**OIOs**").

3.5 No Approved 102 Options may be granted under this Appendix to any eligible Employee, unless and until, the Company's election of the type of Approved 102 Options as CGO or OIO granted to Employees (the "**Election**"), is appropriately filed with the ITA. Such Election shall become effective beginning the first date of grant of an Approved 102 Option under this Appendix and shall remain in effect until the end of the year following the year during which the Company first granted Approved 102 Options. The Election shall obligate the Company to grant *only* the type of Approved 102 Option it has elected, and shall apply to all Participants who were granted Approved 102 Options during the period indicated herein, all in accordance with the provisions of Section 102(g) of the Ordinance. For the avoidance of doubt, such Election shall not prevent the Company from granting Unapproved 102 Options simultaneously.

3.6 All Approved 102 Options must be held in trust by a Trustee, as described in Section 4 below.

3.7 For the avoidance of doubt, the designation of Unapproved 102 Options and Approved 102 Options shall be subject to the terms and conditions set forth in Section 102.

4. **TRUSTEE**

4.1 Approved 102 Options which shall be granted under this Appendix and/or any shares of Common Stock allocated or issued upon exercise of such Approved 102 Options and/or other shares received subsequently following any realization of rights, including without limitation bonus shares, shall be allocated or issued to the Trustee (and registered in the Trustee's name in the register of members of the Company) and held for the benefit of the Participants for such period of time as required by Section 102 or any regulations, rules or orders or procedures promulgated thereunder (the "**Holding Period**"). All certificates representing Common Stock issued to the Trustee under the Plan shall be deposited with the Trustee, and shall be held by the Trustee until such time that such shares of Common Stock are released from the aforesaid trust as herein provided. In the case the requirements for Approved 102 Options are not met, then the Approved 102 Options may be regarded as Unapproved 102 Options, all in accordance with the provisions of Section 102.

4.2 Notwithstanding anything to the contrary, the Trustee shall not release any shares of Common Stock allocated or issued upon exercise of Approved 102 Options prior to the full payment of the Participant's tax liabilities arising from Approved 102 Options which were granted to such Participant and/or any shares of Common Stock allocated or issued upon exercise of such Options.

4.3 With respect to any Approved 102 Option, subject to the provisions of Section 102 and any rules or regulation or orders or procedures promulgated thereunder, a Participant shall not be entitled to sell or release from trust any share of Common Stock received upon the exercise of an Approved 102 Option and/or any share received subsequently following any realization of rights, including without limitation, bonus shares, until the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period,

the sanctions under Section 102 of the Ordinance and under any rules or regulation or orders or procedures promulgated thereunder shall apply to and shall be borne by such Participant.

4.4 Upon receipt of Approved 102 Option, the Participant will sign an undertaking to release the Trustee from any liability in respect of any action or decision duly taken and bona fide executed in relation with this Appendix, or any Approved 102 Option or share of Common Stock granted to him thereunder.

5. THE OPTIONS

The terms and conditions upon which the Options shall be issued and exercised, shall be as specified in the option agreement to be executed pursuant to the Plan and to this Appendix. Each option agreement shall state, inter alia, the number of shares of Common Stock to which the Option relates, the type of Option granted thereunder (whether a CGO, OIO, Unapproved 102 Option or a 3(i) Option), the Vesting Dates and the exercise price.

6. FAIR MARKET VALUE FOR TAX PURPOSE

With respect to CGOs, solely for the purpose of determining the tax liability pursuant to Section 102(b)(3) of the Ordinance, if at the date of grant the Company's shares of Common Stock are listed on any established stock exchange or a national market system or if the Company's shares of Common Stock will be registered for trading within ninety (90) days following the date of grant, the fair market value of the shares of Common Stock at the date of grant shall be determined in accordance with the provisions of Section 102. Otherwise, the fair market value of the shares of Common Stock at the date of grant shall be determined by the Board.

7. ASSIGNABILITY AND SALE OF OPTIONS

Without derogating from the provisions of the Plan, as long as Options or shares of Common Stock purchased pursuant to thereto are held by the Trustee on behalf of the Participant, all rights of the Participant over the shares of Common Stock are personal, can not be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

8. INTEGRATION OF SECTION 102 AND TAX ASSESSING OFFICER'S PERMIT

8.1 With regards to Approved 102 Options, the provisions of the Plan and/or the Appendix and/or the option agreement shall be subject to the provisions of Section 102 and the Tax Assessing Officer's permit, and the said provisions and permit shall be deemed an integral part of the Plan and of the Appendix and of the option agreement.

8.2 Any provision of Section 102 and/or the said permit which is necessary in order to receive and/or to keep any tax benefit pursuant to Section 102, which is not expressly specified in the Plan or the Appendix or the option agreement, shall be considered binding upon the Company and the Participants.

9. **DIVIDEND**

Subject to the Company's incorporation documents, with respect to all shares of Common Stock (but excluding, for avoidance of any doubt, any unexercised Options) allocated or issued upon the exercise of Options and held by the Participant or by the Trustee, as the case may be, the Participant shall be entitled to receive dividends in accordance with the quantity of such shares of Common Stock, subject to the provisions of the Company's incorporation documents (and all amendments thereto) and subject to any applicable taxation on distribution of dividends and, when applicable, subject to the provisions of Section 102 and the rules, regulations or orders promulgated thereunder.

10. **TAX CONSEQUENCES**

10.1 Any tax consequences arising from the grant or exercise of any Option, from the payment for shares of Common Stock covered thereby or from any other event or act (of the Company, and/or its Affiliates, and the Trustee or the Participant), hereunder, shall be borne solely by the Participant. The Company and/or its Affiliates, and/or the Trustee shall withhold taxes according to the requirements under the applicable laws, rules, and regulations, including withholding taxes at source. Furthermore, the Participant shall agree to indemnify the Company and/or its Affiliates and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant.

10.2 The Company and/or, when applicable, the Trustee shall not be required to release any share certificate to any Participant until all required payments have been fully made.

10.3 With respect to Unapproved 102 Option, if the Participant ceases to be employed by the Company or any Affiliate, the Participant shall extend to the Company and/or its Affiliate a security or guarantee for the payment of tax due at the time of sale of shares of Common Stock, all in accordance with the provisions of Section 102 and the rules, regulation or orders promulgated thereunder.

11. **MISCELLANEOUS**

11.1 Without derogating from the provisions of the Plan, it is hereby acknowledged that the Options are extraordinary, one-off benefits granted to the Israeli Participants, and are not and shall not be deemed a salary component for any purpose whatsoever, including in connection with calculating severance compensation under the Severance Pay Law, 5723-1963 and the regulations promulgated thereunder.

11.2 The Israeli Participants shall sign any document required by the Trustee or the ITA to give effect to the provisions of this Appendix.

Exhibit 10.3

July 28, 2014

BY EMAIL

David Southwell

Re: Employment Agreement

Dear David:

On behalf of Inotek Pharmaceuticals Corporation, a Delaware corporation (the "Company"), I am pleased to offer you the position of the Company's President and Chief Executive Officer ("CEO"). The terms of your employment are set forth below.

1. Position. As the Company's CEO you will report to the Company's Board of Directors (the "Board"). This is a full-time employment position. It is understood and agreed that, while you render services to the Company, you will not engage in any other employment, consulting or other business activities (whether full-time or part-time), provided that you may engage in religious, charitable and other community activities (including serving on the Board of Overseers at the Amos Tuck Business School) and serve on two outside board of directors (presently PTC Therapeutics and THL Credit, Inc.) so long as such activities do not interfere or conflict with your obligations to the Company. During your employment, you also shall serve as a member of the Board. Upon the ending of your employment as CEO, you shall immediately resign from the Board as well as from any other position(s) to which you were elected or appointed in connection with your position as CEO.

2. Start Date. Your employment with the Company will begin on July 28, 2014, unless another date is mutually agreed upon by you and the Company. For purposes of this Agreement, the actual first day of your employment with the Company shall be referred to as the "Start Date."

3. Salary. The Company will pay you a base salary at the rate of $300,000 per year, payable in accordance with the Company's standard payroll schedule and subject to applicable deductions and withholdings. Your base salary will be subject to periodic review and upward adjustments at the Company's discretion. If you continue to be the Company's CEO at the time the Company completes its Initial Public Offering ("IPO"), the Board or the Compensation Committee of the Board (the "Compensation Committee") will review your salary and make adjustments to the extent that it determines in its reasonable good faith discretion that such adjustments are appropriate to match market conditions.

4. Bonus Compensation. You will be eligible to receive an annual performance bonus of up to 30% of your base salary (the "Target Bonus Percentage"), pro-rated for 2014 based on the

Start Date. The actual bonus is discretionary, will be subject to assessment of your performance, as well as business conditions at the Company as determined by the Board or the Compensation Committee, and, if awarded, will be paid on or before March 15 following the applicable bonus year. You must be employed by the Company on the date a bonus is paid to earn any part of a bonus. If you continue to be the Company's CEO at the time the Company completes its IPO, the Board or the Compensation Committee will review the Target Bonus Percentage and make adjustments to the extent that it determines in its reasonable good faith discretion that such adjustments are appropriate to match market conditions.

5. Incentive Compensation

(a) As of the Start Date, you will become a Covered Employee under the terms of the Company's Amended and Restated 2014 Management Incentive Plan (the "MIP"). Pursuant to and subject to the terms and conditions of the MIP, you will be awarded 28.572% of the Bonus Pool if the Transaction Proceeds from a pre-IPO Change in Control fall within Tier 1 of the MIP; 31.428% of the Bonus Pool if the Transaction Proceeds from a pre-IPO Change in Control fall within Tier 2 of the MIP; and 33.333% of the Bonus Pool if the Transactions proceeds from a pre-IPO Change in Control fall within Tier 3 of the MIP. In the interest of clarity, the MIP expires upon an IPO and if a Change in Control occurs after an IPO you will not be entitled to any payments under the MIP. Unless otherwise defined, capitalized terms in this Section 5(a) shall be the same as those in the MIP and to the extent there are inconsistencies between this Section 5(a) and the MIP, the MIP shall control.

(b) The Company shall grant you with a stock option to purchase a number of shares of the Company's common stock, which equals approximately 4% of the Company's currently outstanding equity on a fully-diluted basis, including for such purposes the conversion of all convertible securities (and any dividends accrued or to be accrued thereon as of an agreed upon date) and all shares reserved for issuance under the Company's equity incentive plans as of the date of this Agreement (the "Initial Time Based Equity Award"). The Initial Time Based Equity Award shall be issued at a strike price equal to the fair market value of the shares as of the grant date of the award as determined by the Board and shall be subject to the terms and conditions of the Inotek Pharmaceuticals Corporation 2014 Stock Option and Incentive Plan, as amended and supplemented from time to time (the "Plan") and the associated stock option agreement (the "Award Agreement"), including a four-year vesting schedule with 25% of the Initial Time Based Equity Award vesting on the one-year anniversary of the Start Date and the remainder vesting ratably on a monthly basis over the following 36 months, subject to your continued employment. Notwithstanding the above, in the event your employment with the Company is terminated by the Company without Cause or you terminate your employment for Good Reason (both as defined below) within twelve months after a Change in Control (as defined in the MIP) that occurs after an IPO, you shall vest in all of your then outstanding time based equity awards as of the last day of your employment ("Date of Termination").

(c) The Board may also, in its discretion, award you additional equity based awards subject to time based and/or performance based vesting. The terms of the Plan and any Award Agreement (collectively the "Equity Documents") shall apply to any equity grant. In the event of any conflict between the terms set forth in this Agreement and the terms of the Equity Documents, the terms of the Equity Documents shall control.

6. Benefits/Vacation. You will be eligible to participate in the employee benefits and insurance programs generally made available to the Company's full-time employees, including with respect to health insurance. Details of such benefits programs, including mandatory employee contributions and waiting periods, if applicable, will be made available to you when such benefit(s) become available. You will be entitled to vacation consistent with Company policy.

7. At-Will Employment; Accrued Obligations. Your employment is "at will," meaning you or the Company may terminate it at any time for any or no reason. In the event of the ending of your employment for any reason, the Company shall pay you (i) your base salary plus any accrued but unused vacation through the Date of Termination, (ii) the amount of any documented expenses properly incurred by you on behalf of the Company prior to any such termination and not yet reimbursed, (collectively, the "Accrued Obligations").

8. Termination Benefits. In the event that: (A) the Company terminates your employment without Cause or you resign for Good Reason, both as defined below, and (B) the Date of Termination occurs after the earlier of (i) nine months from the Start Date, or (ii) the completion of an IPO (in either case the "Severance Commencement Date"); and (C) you enter into, do not revoke and comply with the terms of a separation agreement containing customary terms in a form provided by the Company which shall include a general release of claims against the Company and related persons and entities (the "Release") and a ratification of your obligations under the Restrictive Covenant Agreement attached to this letter and nondisparagement, but which shall not otherwise impose any new obligations on you, then in addition to the Accrued Obligations, the Company will provide you with either: (y)(A) base salary and COBRA continuation (of the employer's portion of the premium cost) for the twelve month period immediately following the Date of Termination; and (B) accelerated vesting of any then outstanding time based equity awards so that shares that would have vested at any time on or before the one year anniversary of the Date of Termination shall become vested as of the Date of Termination (Section 8(y) A and B are collectively "Severance Option 1"), or (z) one lump sum payment be equal to eighteen (18) months of your base salary in effect on the Date of Termination ("Severance Option 2"). Severance Option 1 shall apply unless the Date of Termination occurs after all of the following have occurred: the Severance Commencement Date, an IPO and a Change in Control in which case Severance Option 2 shall apply. The first (or only) severance payment shall be made within 45 days after the Date of Termination. If Severance Option 1 applies and you miss a regular payroll period between the Date of

Termination and first severance payment date, the first severance payment shall include a "catch up" payment. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each severance payment is considered a separate payment. For the avoidance of doubt, in the event your employment terminates for any reason other than a termination by the Company without Cause or your resignation for Good Reason, in either case after the Severance Commencement Date, you will be entitled to the Accrued Obligations but you will not be entitled to any of the Termination Benefits described in this Section 8. Notwithstanding anything herein to the contrary, in the event of the termination of of your employment for any reason, the terms of the MIP shall govern whether and to what extend you are entitled to receive any amounts in respect of the MIP thereafter.

For purposes of this Agreement,

"Cause" shall mean the occurrence of any one or more of the following events: (i) your material misconduct, deliberate and material violation of the rules or policies of the Company, or breach of a fiduciary duty owed to the Company; (ii) your commission of an act of fraud, theft, misappropriation or embezzlement; (iii) your violation of federal or state securities laws; (iv) your conviction of, or pleading nolo contendere to, a felony or any other crime involving moral turpitude; (v) your failure to use his or her reasonable best efforts to consummate a potential Change of Control with one or more potential Acquirers, following the initiation of a Change of Control process supported by the Board; or (vi) your material breach of any written agreement between the Company and you, which breach is not cured by you within ten (10) days of written notice by the Company to you specifying in reasonable detail such breach.

"Good Reason" shall mean that you have complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a reduction of your base salary without your prior consent (other than in connection with, and substantially proportionate to, reductions by the Company of the compensation of the Company's management employees); (ii) material diminution in your duties, responsibilities and authorities with the Company, without your prior consent; (iv) relocation of the Company's offices more than 50 miles away from the current location without your prior consent. "Good Reason Process" shall mean that (i) you have reasonably determined in good faith that a "Good Reason" condition has occurred; (ii) you have notified the Company in writing of the first occurrence of the Good Reason condition within 90 days of the first occurrence of such condition; (iii) you have cooperated in good faith with the Company's efforts, for a period not less than 30 days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) you terminate your employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

9. Confidential Information and Restricted Activities. By signing this Agreement, you represent that you have carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on you pursuant to the Company's Non-Compete,

Non-Solicitation, Confidentiality and Assignment Agreement (the "Restrictive Covenant Agreement") attached as Exhibit 1, the terms of which are incorporated by reference herein. You agree 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. You further agree that, if were you to breach (and, if curable, did not promptly cure such breach following reasonable notice of such breach) any of the covenants contained in this Agreement or the Restrictive Covenant Agreement, in addition to the Company's other legal and equitable remedies, the Company may suspend or cease any Termination Benefits to which you might otherwise be entitled. Any such suspension or termination of the Termination Benefits by the Company in the event of a breach by you shall not affect your ongoing obligations to the Company.

10. Taxes; Section 409A

(a) All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You hereby acknowledge that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its board of directors related to tax liabilities arising from your compensation.

(b) Anything in this Agreement to the contrary notwithstanding, if at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that you become entitled to under this Agreement on account of your separation from service would be considered deferred compensation subject to the 20% additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by you during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for

reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon your termination of employment, then such payments or benefits shall be payable only upon your "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). The Company and you intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

11. Interpretation, Amendment and Enforcement. This Agreement, including the Restrictive Covenant Agreement, the MIP and the Equity Documents, constitutes the complete agreement between you and the Company, contains all of the terms of your employment with the Company and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. The terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way connected with this Agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute.

12. Assignment. Neither you 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*, that the Company may assign its rights and obligations under this Agreement (including the Restrictive Covenant Agreement) without your consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon you and the Company, and each of your and its respective successors, executors, administrators, heirs and permitted assigns.

13. Miscellaneous. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by you and another Board member of the

Company. 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. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." 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.

14. Other Terms. This offer is contingent on the completion of successful background checks, as determined by the Company. By signing this Agreement, you represent to the Company that you have no contractual commitments or other legal obligations that would or may prohibit you from performing your duties for the Company. As with any employee, you must submit satisfactory proof of your identity and your legal authorization to work in the United States.

Please acknowledge, by signing below, that you have accepted this Agreement.

Very truly yours,

By: /s/ Martin Vogelbaum
Martin Vogelbaum

I have read and accept this employment offer:

/s/ David Southwell
David Southwell

Dated: August 11, 2014

Exhibit 1

Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement

I, David Southwell, enter into this Agreement with Inotek Pharmaceuticals Corporation (the "Company") as a condition of my employment with the Company. I understand and agree that the terms of this Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement ("NNCA") are being incorporated by reference into the Employment Agreement that I entered into with the Company dated August , 2014 (the "Employment Agreement") and that the provisions of this NNCA shall survive the Employment Agreement as well as the termination of my employment for any reason. With those understandings, I agree as follows:

1. Proprietary Information. I agree that all information, whether or not in writing, concerning the Company's business, technology, assets, business relationships or affairs that the Company has not released to the general public (collectively, "Proprietary Information") is and will be the exclusive property of the Company. By way of illustration, Proprietary Information may include information or material that has not been made generally available to the public, such as: (a) *corporate information*, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (b) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) *financial information*, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) *operational and technological information*, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts and ideas; and (e) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes information received in confidence by the Company from its customers or suppliers or other third parties. Notwithstanding the foregoing, Proprietary Information shall not include information that (i) is in the public domain other than as a result of the act or omission by me, or (ii) was rightfully known by me prior to the date of this Agreement, or (iii) I lawfully receive without obligation of confidentiality from a third party rightfully in possession thereof.

2. Recognition of Company's Rights. I will not, at any time, without the Company's prior written permission, either during or after my employment (whether or not under the Employment Agreement), disclose any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. Rights of Others. I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third persons that require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. Commitment to the Company; Avoidance of Conflict of Interest. While an employee of the Company, I will devote my full working time and efforts to the Company's business and I will not engage in any other business activity beyond those authorized in my employment agreement without prior authorization from the Board of Directors of Inotek Pharmaceuticals Corporation (the "Board"). In connection with the commencement of my employment, the Board has authorized me to serve on outside boards of directors. I will take whatever action is reasonably requested of me by the Board to resolve any conflict or appearance of conflict that it finds to exist.

5. Developments. I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my employment. I acknowledge that all work performed

by me is on a “work for hire” basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all my right, title and interest in all Developments that: (a) relate to the business of the Company or any customer of or supplier to the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (b) result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company (“Company-Related Developments”), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions (“Intellectual Property Rights”).

To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of Developments that I have, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my employment with the Company that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (“Prior Inventions”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. I have also listed on Exhibit A all patents and patent applications in which I am named as an inventor, other than those which have been assigned to the Company (“Other Patent Rights”). If no such disclosure is attached, I represent that there are no Prior Inventions or Other Patent Rights. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company’s prior written consent.

This Agreement does not obligate me to assign to the Company any Development which, in the sole judgment of the Company, reasonably exercised, is developed entirely on my own time and does not relate to the business efforts or research and development efforts in which, during the period of my employment, the Company actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Company. However, I will also promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. I understand that to the extent this Agreement is required to be construed in accordance with the laws of any state that precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 5 will be interpreted not to apply to any invention that a court rules and/or the Company agrees falls within such classes. I also hereby waive all claims to any moral rights or other special rights which I may have or accrue in any Company-Related Developments.

6. Documents and Other Materials. I will keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments developed by me during my employment, which records will be available to and remain the sole property of the Company at all times.

All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, or other written, photographic or other tangible material containing Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. Any property situated on the Company’s premises and owned by the Company, including without limitation computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company at any time with or without notice. In the event of the termination of my employment for any reason, I will deliver to the Company all files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, or other written, photographic or other tangible material containing Proprietary Information, and other materials of any nature pertaining to the Proprietary

Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies.

7. Enforcement of Intellectual Property Rights. I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. I will sign, both during and after the term of this Agreement, all accurate and correct papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may reasonably deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may reasonably deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.

8. Non-Competition and Non-Solicitation. In order to protect the Company's Proprietary Information and good will, during my employment and for a period of one (1) year following the termination of my employment for any reason (the "Restricted Period"), I will not directly or indirectly, whether as owner, partner, stockholder, director, manager, consultant, agent, employee, co-venturer or otherwise, engage, participate or invest in any business activity anywhere in the world that develops, manufactures or markets any products, or performs any services, that are otherwise competitive with or similar to the products or services of the Company, or products or services that the Company, has under development or that are the subject of active planning at any time during my employment; provided that this shall not prohibit any possible investment in publicly traded stock of a company representing less than one percent (1%) of the stock of such company. In addition, during the Restricted Period, I will not, directly or indirectly, in any manner, other than for the benefit of the Company, (a) call upon, solicit, divert, take away, accept or conduct any business from or with any of the customers or prospective customers of the Company or any of its suppliers in relation to products or services that are competitive with the business of the Company , and/or (b) solicit, entice, attempt to persuade any other employee or consultant of the Company to leave the Company for any reason or otherwise participate in or facilitate the hire, directly or through another entity, of any person who is employed or engaged by the Company or who was employed or engaged by the Company within six (6) months of any attempt to hire such person. I acknowledge and agree that if I violate any of the provisions of this paragraph 8, the running of the Restricted Period will be extended by the time during which I engage in such violation(s).

9. Prior Agreements. I hereby represent that I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

10. Remedies Upon Breach. I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief, without posting of a bond. Further, I understand that in the event that the Company prevails in any action or proceeding to enforce or interpret the provisions of this Agreement with respect to me, or to recover for a violation of this Agreement, the Company shall be entitled to its costs and reasonable attorneys' fees. By acceptance of this Agreement, the Company correspondingly agrees with me that in the event the Company does not prevail in any action or proceeding to enforce or interpret the provisions of this Agreement with respect to me, or to recover for a violation of this Agreement, the Company shall reimburse me for my costs and reasonable attorneys' fees.

11. Survival and Assignment by the Company. I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title,

position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. Notwithstanding the foregoing, if following the termination of my employment by the Company, the Company shall fail to pay to me the "Accrued Obligations" or severance entitlements to which I am entitled under my employment agreement with the Company, and such failure continues for thirty days following written notice, I shall be relieved of all obligations arising under Section 8 of this Agreement. The Company will have the right to assign this Agreement within the Company Group and to the successors and assigns of any member of the Company Group. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company Group or any of the Company's or the Company Group's successors or assigns to whose employ I may be transferred without the necessity that this Agreement be re-executed at the time of such transfer. For avoidance of doubt, following any such assignment, my obligations under Section 8 shall be construed as applying to the business of the Company as conducted at the time of my termination of employment, and not to the broader business operations of other Group Companies or of any other assignee.

12. Disclosure to Future Employers. During the Restricted Period, I will provide a copy of this Agreement to any prospective employer, partner or co-venturer prior to entering into an employment, partnership or other business relationship with such person or entity. In addition, I will notify the Company of any change in my address and of each subsequent employment or business activity, including the name or address of my employer or other post-employment plans and the nature of my activities.

13. Severability. In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

14. Interpretation. This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts**,** and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ IT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this agreement as a sealed instrument as of the date set forth below.

Signed: _____

David Southwell

Date: _____

EXHIBIT A

To: Inotek Pharmaceuticals Corporation

From: David Southwell

Date: _____

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No inventions or improvements

☐ See below:

_____

_____

_____

Additional sheets attached

The following is a list of all patents and patent applications in which I have been named as an inventor:

☐ None

☐ See below:

_____

_____

_____

Exhibit 10.4

May 2, 2007

Rudolf A. Baumgartner, M.D.
22 Munnings Drive
Sudbury, MA 01776-1221

Dear Dr. Baumgartner:

I am pleased to offer you the position of **Chief Medical Officer** at Inotek Pharmaceuticals Corporation ("Inotek" or the "Company"), commencing **June 4, 2007** (the "Effective Date"). This Offer Letter will outline the terms of your employment.

As **Chief Medical Officer** you will report directly to the **President and CEO**. You will devote your full business efforts and time to the Company. Your duties include but are not limited to:

- Lead Company's Clinical Department and entirety of clinical programs.
- Develop clinical development strategies for lead molecules.
- Build Company's clinical development team in line with the company's needs and objectives.
- Represent and manage the Company's clinical programs to the FDA, investors, corporate partners, the Board of Directors (the "Board"), and other appropriate parties.
- Provide ongoing clinical perspective to research strategy, as well as preclinical, operating, and business decisions facing the Company.
- Maintain understanding of competitors and clinical developments in relevant therapeutic areas by attending scientific meetings and tracking literature.
- Ensure that qualified scientific personnel are attracted and retained to the Clinical Department.
- Bring organizational savvy to bear within the clinical team. Help manage the uncertainty intrinsic to a growing Company with the inherent risks, frustrations and rewards, while maintaining an entrepreneurial environment.
- Assure patient safety.
- Collaborate with relevant Company leadership in regulatory, quality compliance, quality assurance, formulation, process scale-up development, and GMP manufacturing and marketing.
- Working with the CEO, formulate and communicate a compelling vision and tactical plan for the Company that will serve to guide the Company through development and into the commercialization of therapeutic products.
- Other tasks as assigned consistent with your position as Chief Medical Officer.

While employed by the Company in this capacity, you shall receive as initial compensation for your services a monthly base salary of **$24,166.67** ($290,000 on an annualized basis), which will be paid in accordance with the Company's normal payroll procedures and subject to the usual required withholding. In addition, the Company shall grant to you an option to purchase **881,000** shares of the Company's common stock under the existing stock option program (the "Option"). Except as otherwise expressly provided herein, twenty-five percent (25%) of the Option shall vest and become exercisable on the one-year anniversary of the commencement of your employment, and the remainder of the Option shall vest monthly, on a pro-rated basis, during the 36 months following the one-year anniversary of the commencement of your employment, provided that you remain in the Company's employ.

In the event of a Change in Control (as defined below) of the Company, and (i) if within eighteen months of such Change in Control you are terminated by the Company without Cause (as defined below), or you resign for Good Reason (as defined below) or (ii) if on the eighteen-month anniversary of such Change in Control you continue to be employed by the Company, then all your unvested options will be fully vested upon your execution of a comprehensive release of claims in the Company's favor, in a form and of a scope reasonably acceptable to the Company. The exercise price shall be the fair market value of the Company's common stock as determined by the Board of Directors at the time of the issuance of the option grant. The terms of the Option shall be subject to and governed by the Company's stock plan and a stock option agreement between you and the Company.

In connection with your employment and in addition to your base salary, Inotek commits to paying a bonus target of 25%, of your then current annualized base salary, on an annual basis and will guarantee half of this bonus target in an amount equal to $36,250 (payable upon the one-year anniversary of the commencement of your employment) for your first year of employment, provided that you remain employed by the Company on this date.

The foregoing shall not limit the ability of Inotek, in its sole discretion, to grant additional bonuses or grant raises. As a Company employee, you will be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company. Currently, Inotek provides full funding of group long-term disability insurance, 80% funding of Blue Cross/Blue Shield HMO health care insurance, and 80% funding of Delta Dental insurance. Inotek's 401K-pension plan is funded by employee voluntary contributions with a 3% match contribution by the Company. Employees are able to invest funds in their retirement account at their own direction. The Company's contribution to the retirement fund is vested incrementally over a three-year period.

You will be eligible to accumulate up to 20 days of paid vacation annually, to be accrued on a monthly basis each month that you work in accordance with the Company's policy, with the timing and duration of specific vacations mutually and reasonably agreed to by the parties hereto. In addition, you will be entitled to up to 10 sick days per year which are prorated based on hire date for the first year. In addition, you will be eligible to receive on an annual basis 11 Holidays (7 standard, 4 floating) if hired before July 1. Unless otherwise agreed to by the Company, only a maximum of five (5) vacation days (and no sick days) may be carried over from one year to another.

You should note that the Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

Your employment will be in Beverly, Massachusetts. The Company will pay or reimburse you for reasonable travel, or other expenses incurred by you in the furtherance of or in connection with the performance of your duties hereunder in accordance with the Company's policies.

You should be aware that your employment with the Company constitutes "at-will" employment. This means that your employment relationship with the Company may be terminated at any time with or without notice, with or without Cause or for any or no Cause, at either party's option. You understand and agree that neither your job performance nor promotions, commendations, bonuses (if any) or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of your employment with the Company. Please note, however, that if you are terminated by the Company without Cause, including in connection with a Change in Control, then upon your execution of a comprehensive release of claims in the Company's (and/or its successors(s)) favor in a form and of a scope reasonably acceptable to the Company, you shall also receive severance payments, at a monthly rate equal to your then current monthly base salary, for six (6) months. Such severance payments shall be payable on at least a monthly basis and shall be subject to all applicable federal, state and local withholding, payroll and other taxes.

For purposes of this letter, "Change in Control" shall mean (i) the sale of the Company by merger in which the shareholders of the Company in their capacity as such no longer own a majority of the outstanding equity securities of the Company (or its successor); (ii) any sale of all or substantially all of the assets or capital stock of the Company (other than in a spin-off or similar transaction); or (iii) any other acquisition of the business of the Company, as determined by the Board.

For purposes of this letter, "Good Reason" shall mean any one or more of the following: i) the Company's reduction of your compensation as of the Effective Date that is not part of a reduction applicable to the other senior executives of the Company, or the Company's failure to pay your compensation in the time and manner contemplated herein; (ii) the Company's requirement that you relocate to an office more than 50 miles from the current Beverly, Massachusetts office; or (iii) the material reduction in your title, responsibilities, duties, reporting relationships or authorities as Chief Medical Officer as they exist on the Effective Date; ***provided***, ***however***, that an event described in this sentence shall not constitute Good Reason unless it is communicated by you to the Company in writing within 90 days of the event, and the Company has not cured the event within 30 days of receiving written notice from you setting forth the nature of such alleged Good Reason.

For purposes of this letter, "Cause" shall mean any one or more of the following: (i) your misconduct, deliberate disregard of the rules or policies of the Company, or breach of fiduciary duty to the Company; (ii) your commission of an act of fraud, theft, misappropriation or embezzlement; (iii) your violation of federal or state securities laws; (iv) your conviction of, or pleading nolo contendere to, a felony or any other crime involving moral turpitude; or (v) your material breach of this offer letter, any stock option agreement between you and the Company, the Confidentiality Agreement attached hereto as Exhibit B, or any other written agreement

between you and the Company. Please note that you shall not be eligible for any severance payments should your employment terminate because of your death or Disability. For purposes of this letter, you shall be deemed to have a Disability if you are unable to perform the essential functions of your job or without reasonable accommodation for a period of 120 consecutive or cumulative calendar days in any 12-month period. Any accommodation will not be deemed reasonable if it imposes an undue hardship on the Company. You agree to submit to an examination by a Company-selected physician for the determination of any such Disability. Such physician shall not be an employee or consultant of the Company, nor shall such physician be located more than 50 miles from the current Beverly, Massachusetts office.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

You agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or during the term of your employment makes plans to become involved, nor will you engage in any other activities that conflict with your obligations to the Company. However, subject to the Company's prior written approval, you may serve on other boards of directors or engage in religious, charitable or other community activities as long as such services and activities do not interfere or conflict with your performance of duties to the Company, as determined by the Company in its discretion. You represent and warrant that as of your Effective Date at the Company, you have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude you from complying with the provisions hereof, and further covenant that you will not enter into any such conflicting Agreement during the term of your employment.

As a Company employee, you will be expected to abide by Company rules and regulations. You also agree to maintain the confidentiality of all confidential and proprietary information of the Company and agree, as a condition of your employment, to enter into Exhibit B, Confidential Information and Invention Assignment Agreement, acceptance of which is an integral part of this offer.

All dollar figures quoted in this agreement are understood to represent currency of the United States of America.

In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that all such disputes shall be fully and finally resolved by binding arbitration conducted by the American Arbitration Association in Suffolk County, Massachusetts. However, this arbitration provision shall not apply to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's trade secrets or proprietary information. The Company will pay the arbitrator's fee and any other type of expense or cost that you would not be required to bear if you were free to bring the dispute or claim in court as well as any other expense or cost that is unique to arbitration. The Company and you each will pay their own counsel fees and other expenses associated with the arbitration. The parties agree that the arbitrator will have the authority to direct such discovery as the

arbitrator deems necessary and appropriate with respect to the parties' claim(s) and defense(s), consistent with the applicable Rules of Civil Procedure and Rules of Evidence. Additionally, the arbitrator shall issue a written award that sets forth the essential findings and conclusions on which the award is based.

This letter, and Exhibits A and B incorporated herein by reference and any stock option agreement between you and the Company, together represent the entire agreement and understanding between you and the Company concerning your employment relationship with the Company, and supersede in their entirety any and all prior agreements and understandings concerning your employment relationship with the Company, whether written or oral. Your signature accepting this letter signifies your further separate agreement to Exhibits A and B.

The terms of this letter may only be amended, canceled, or discharged in writing signed by you and the Company. This letter shall be governed by the internal substantive laws, but not the choice of law rules, of the State of Massachusetts. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this letter shall continue in full force and effect without such provision.

You acknowledge that you have had the opportunity to discuss this matter with and obtain advice from your private attorney, have had sufficient time to, and have carefully read and fully understand all the provisions of this letter, and are knowingly and voluntarily entering into this letter.

We are expecting you to notify us **by May 3, 2007** if you decide to take the offered position with the conditions above.

I look forward to working with you at Inotek Pharmaceuticals Corporation.

Sincerely Yours,

/s/ Jean Paul Gosselin
Jean Paul Gosselin
VP, Finance & Administration

For Rudolf Baumgartner, M.D.

Signature: /s/ Rudolf Baumgartner

Date: 5/3/07

SSN:

Address: 22 Munnings Drive, Sudbury, MA 01766-1221
Telephone: 978-460-004 0

For INOTEK

Signature: /s/ Jean Paul Gosselin

Date: 5/2/07

Encl. Exhibit A: Job Description
Exhibit B: Confidentiality Agreement

Exhibit A: JOB DESCRIPTION

Job Title: Chief Medical Officer
Department: Administration
Location: Beverly, MA

Job Responsibilities

- Lead Company's Clinical Department and entirety of clinical programs.
- Develop clinical development strategies for lead molecules.
- Build Company's clinical development team in line with the company's needs and objectives.
- Represent and manage the Company's clinical programs to the FDA, investors, corporate partners, the Board of Directors (the "Board"), and other appropriate parties.
- Provide ongoing clinical perspective to research strategy, as well as preclinical, operating, and business decisions facing the Company.
- Maintain understanding of competitors and clinical developments in relevant therapeutic areas by attending scientific meetings and tracking literature.
- Ensure that qualified scientific personnel are attracted and retained to the Clinical Department.
- Bring organizational savvy to bear within the clinical team. Help manage the uncertainty intrinsic to a growing Company with the inherent risks, frustrations and rewards, while maintaining an entrepreneurial environment.
- Assure patient safety.
- Collaborate with relevant Company leadership in regulatory, quality compliance, quality assurance, formulation, process scale-up development, and GMP manufacturing and marketing.
- Working with the CEO, formulate and communicate a compelling vision and tactical plan for Inotek that will serve to guide the Company through development and into the commercialization of therapeutic products.
- Other tasks as assigned consistent with your position as Chief Medical Officer.

Exhibit B: ***CONFIDENTIALITY AGREEMENT***

This Confidentiality Agreement ("Agreement') is made and entered into as of the Effective Date indicated below by and between Inotek Pharmaceuticals Corporation ("Inotek" or the "Company"), a Delaware corporation with principal place of business at Suite 419E, 100 Cummings Center, Beverly, MA, 01915, and Rudolf A. Baumgartner, M.D. (the "Employee"). In consideration of the mutual promises contained herein, the value and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. CONFIDENTIALITY

1.1. "Confidential Information" means any information disclosed previously, at present, or in the future to Employee by the Company (whether directly or indirectly, in writing, orally, or by inspection of processes or tangible objects or descriptions) as well as any Inventions (defined below) and/or information created by Employee in connection with this Agreement, which is either identified as confidential or proprietary, or whose confidential or proprietary nature Is reasonably apparent under the circumstances. Confidential Information includes any and all of the following without limitation, whether or not expressly identified as confidential: business plans, financial analyses, marketing plans, funding sources, customer names, customer lists and any other personally-identifying customer data, technical contacts, employee names, employee lists and other personally-identifying employee data, technology, software (source code or object code), documentation, product plans, products, services, Inventions, processes, methodologies, designs, drawings, engineering or hardware configuration information, production assets, development methods, research, formulas, know-how, and trade secrets; as well as any information that may be expressly identified as confidential or proprietary. Confidential Information shall also include the names and other personally-identifying data of any agent, contractor, employee, or vendor of Company which Employee learns in connection with his employment with the Company. This document itself shall also be deemed Confidential Information.

1.2. Confidential Information does not, however, include information to the extent that Employee can establish that it:

1.2.1. was publicly known and made generally available in the public domain prior to the time of disclosure to Employee by the Company;

1.2.2. becomes publicly known and made generally available in the public domain after disclosure to Employee by the Company through no improper action or inaction of Employee;

1.2.3. is already in the possession of Employee without confidentiality restrictions, at the time of disclosure by the Company, as expressly enumerated in Schedule 2 of this Exhibit, or its subsequent amendments, where such amendments are mutually accepted by the Employee and the President of the Company; or

1.2.4. is obtained by Employee from a third party without a breach of a party's obligations of confidentiality to the Company.

Notwithstanding the exceptions set forth in this Section 1.2, abstracts and any other professional documents under consideration or review for publication in trade or other journals or publications or at conferences ("Preprints") which contain Confidential Information shall be not be deemed to be in the public domain until actual publication. In addition, Confidential Information shall not be deemed to be in the public domain merely because some portion of such information has been publicly disclosed, nor because individual features, aspects, components, details, or partial combinations thereof are, or become, known to the public. For example, a list of customers shall not be considered in the public domain, even though the names of certain individual customers have been publicly disclosed by Company or are publicly known.

1.3. Employee shall not, during or subsequent to the term of his employment with the Company, use the Company's Confidential Information for any purpose whatsoever other than the performance of services on behalf of the Company or disclose the Company's Confidential Information to any third party. Confidential Information shall remain the sole property of the Company. Employee further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Nothing herein shall be deemed to grant Employee a license or other right to use any of Company's intellectual property other than in the performance of services on behalf of the Company. Employee shall not by itself or through any third party reverse engineer, decompile or disassemble any prototypes, software or other tangible objects which embody the Company's Confidential Information and which may be provided to Employee. In view of Employee's access to the Company's trade secrets and proprietary know-how, Employee further agrees that he/she will not, without Company's prior written consent, design identical or substantially similar Inventions as those developed under this Agreement for any third party during, or subsequent to, the term of this Agreement. It is the Company's express intention that this Agreement not be construed to prevent the Employee from engaging in his regular occupation or using his experience, skill and training in other employment in competition with the Company, or in employment for a competitor of the Company, after the termination of the Employee's employment with the Company. Rather, it is the Company's express intention that this Agreement and this paragraph be construed to preclude the Employee from using or disclosing Confidential Information that he obtained through his employment with the Company. The provisions of this paragraph shall be construed in material conformity with this express intention.

1.4. Employee agrees that Employee shall not, during the term of his employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Employee has an agreement or duty to keep in confidence information acquired by Employee in confidence, if any.

1.5. Upon the termination of the Employee's employment with the Company, or upon Company's earlier request, Employee will deliver to the Company (and will not keep in Employee's possession, recreate or deliver to anyone else) all of the Company's property, Confidential Information any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by Employee pursuant to his employment or otherwise belonging to the Company, its successors or assigns. Employee agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of employment, Employee agrees to sign and deliver the 'Termination Certification" attached hereto as Schedule 1.

1.6. It shall not be considered a violation of this Agreement (particularly including but not limited to paragraphs 1.3, 1.4 and 1.5 above) if the Employee is required by court process or court order to disclose Confidential Information or the terms of this Agreement. In the event that the Employee receives any document or court order reasonably requiring the disclosure of Confidential Information, the Employee shall immediately notify the Company of such document or court order, and shall cooperate with the Company in its response to such document or court order, if any. In the event that the Employee is no longer employed by the Company at the time that he/she receives a document or court order relating to or requiring the disclosure of Confidential Information, the Company shall compensate the Employee for his/her cooperation, at the Employee's then normal hourly rate, and shall reimburse the Employee for all costs incurred by the Employee as a result of his cooperation with the Company in its response to said document or court order.

2. OWNERSHIP

2.1. Employee agrees that Company shall own all right, title and interest in and to all notes, records, drawings, designs, marks, logos, inventions, works of authorship, copyrightable material, improvements, developments, discoveries and trade secrets conceived, made or discovered by Employee, solely or in collaboration with others, during the period of his employment with the Company which relate in any manner to the business of the Company that Employee may be directed to undertake, investigate or experiment with or which Employee may become associated with in work, investigation or experimentation in the line of business of Company insofar as they arise in the performance of Employee's services for the Company (collectively, "Inventions"). In addition, any Inventions which constitute copyrightable subject matter shall be considered "works made for hire" within the meaning of the United States Copyright Act

and any similar laws of other jurisdictions. Employee further agrees to promptly assign (or cause to be assigned) and does hereby assign fully to the Company all right, title and interest in and to such Inventions including all copyrights, trademarks, patents, mask work rights or other intellectual property rights therein or relating thereto. The Inventions shall be considered Confidential Information. Nothing in this Agreement is intended to grant any rights to Employee under any patent, copyright, trademark, trade secret or other intellectual property rights of the Company, nor shall this Agreement grant Employee any rights in or to Confidential Information except as expressly set forth herein.

2.2. Employee agrees to assist Company or the Company's designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, trademarks, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Inventions, including all copyrights, trademarks, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

2.3. Employee agrees that if, in the course of his employment with the Company, Employee incorporates into any Invention developed hereunder any Prior Invention (as defined below) owned by Employee or in which Employee has an interest, Employee shall notify the Company explicitly of this, and the Company is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use, sell, offer to sell, import, reproduce, distribute, publish, prepare derivative works of, display, and perform publicly and by means of digital audio transmission, such item as part of or in connection with such Invention.

2.4. Employee agrees that if the Company is unable because of Employee's unavailability, mental or physical incapacity, or for any other reason, to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or mask work, trademark or copyright registrations covering the Inventions assigned to the Company above, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and Issuance of patents and copyright, trademark and mask work registrations with the same legal force and effect as if executed by Employee.

2.5. Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of employment with the Company. The records may be in the form of notes,

sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and/or any other suitable format. The records will be available to and remain the sole property of the Company at all times. Employee agrees not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business.

2.6. Employee has attached hereto, as Schedule 2, a list describing with particularity all inventions, discoveries, original works of authorship and derivative works thereof, developments, concepts, know-how, improvements, trademarks and trade secrets which were made or developed by Employee prior to the commencement of employment with the Company, or which Employee is currently developing, which belong solely to Employee or belong to Employee jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder (collectively referred to as "Prior Inventions"); or, if no such list is attached, Employee represents that there are no such Prior Inventions. The completion of this Schedule 2 at the time that this Agreement is executed shall not preclude the Employee from later submitting an amended Schedule 2 which identifies other inventions of the Employee, or other inventions which he jointly developed with another person, and which in the opinion of the Company's Board do not relate to the Company's business, products or research and development.

3 SOLICITATION OF EMPLOYEES

Employee agrees that for a period of twelve (12) months immediately following the termination of his relationship with the Company for any reason, whether with or without cause, Employee shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for himself or for any other person or entity.

4. NOTIFICATION TO OTHER PARTIES

Employee hereby grants consent to notification by the Company to any other parties besides the Company with whom Employee maintains an employment or consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, of Employee's rights and obligations under this Agreement.

5. SURVIVAL OF PROVISIONS; AMENDMENT; ASSIGNMENT

Employee's obligations as set forth in this Agreement will survive the termination of employment with the Company. None of the provisions contained in this Agreement can be changed without a writing signed by each of Employee and the Company. Employee acknowledges that Employee has no right or power to assign this Agreement. Employee also acknowledges that the Company may assign this Agreement freely.

6. EQUITABLE RELIEF; ATTORNEY'S FEES; EXTENSION OF PERIOD

If Employee breaches any provision of this Agreement, the Company will be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach. The prevailing party in any action or proceeding brought with respect to this Agreement shall be entitled to recover from the other party his or its reasonable attorney's fees incurred in connection with such action or proceeding. The Company's rights and remedies under this Section 6 are in addition to and cumulative with any other rights and remedies to which the Company may be entitled.

7. SEVERABILITY

If one or more provisions of this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

8. BINDING OBLIGATION

This Agreement will be binding upon Employee's heirs, executors and administrators, and the Company, and will inure to the benefit of the Company and its successors and assigns.

9 GOVERNING LAW; CONSENT TO PERSONAL/JURISDICTION

This Agreement will be governed by the laws of Massachusetts notwithstanding its choice of law rules. Employee hereby consents to the subject matter jurisdiction of the State and Federal Courts located in Massachusetts for any lawsuit filed there against the Employee by the Company arising from or relating to this Agreement. However, Employee acknowledges that the Company may seek enforcement of this Agreement in any appropriate court and in any jurisdiction where the Employee is subject to personal jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following Effective Date of Confidentiality Agreement: **June 4, 2007**

For EMPLOYEE

Signature and date: /s/ Rudolf Baumgartner
Name: Rudolf Baumgartner
Title and SSN:
Address:
Telephone:
Fax:
E-mail:

For INOTEK

Signature and date: /s/ Jean Paul Gosselin
Name: Jean Paul Gosselin
Title: VP, Finance & Administration
Telephone: (978) 232 9660 ext 2293
Fax: (978)232 8975
E-mail: JPGosselin@inotekcorp.com

SCHEDULE 1

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Inotek Corporation, its subsidiaries, affiliates, successors or assigns (together the "Company").

I further certify that I have complied with all the terms of the Company's Confidentiality Deed (the "Agreement") signed by me, including the reporting of any Inventions (as therein defined), conceived or made by me (solely or jointly with others) covered by that Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

SCHEDULE 2

LIST OF INVENTIONS

Title	Date	Identifying Number or Brief Description
No inventions or improvements related to Company's business	No inventions or improvements related to Company's business	

Additional Sheets Attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

December 23, 2008

Rudolf A. Baumgartner, M.D.
22 Munnings Drive
Sudbury, MA 01776-1221

Re: Amendment to Offer of Employment

Dear Dr. Baumgartner:

This letter amends the terms of the employment offer letter (the "Offer Letter") dated as of May 2, 2007, by and between Inotek Pharmaceuticals Corporation (the "Company") and you as set forth below. Capitalized terms not defined herein shall have the meaning specified in the Offer Letter.

1. The paragraph of the Offer Letter describing your bonus is hereby amended by inserting the following sentence at the end thereof:

"Any bonus payable hereunder shall be paid between January 1 and March 15 of the year following the year in which such bonus was earned."

2. The paragraph of the Offer Letter describing your status as an "at-will" employee of the Company and any potential severance payments payable upon the termination of your employment (the "Severance Paragraph") is hereby amended by inserting the following immediately prior to the comma after "acceptable to the Company" within the fourth sentence thereof:

"within the 21-day period following the date your employment terminates and the expiration of the seven-day revocation period for such release"

3. The Severance Paragraph is hereby amended by inserting the following immediately after "on at least a monthly basis" within the final sentence thereof:

", commencing on the first regular payroll date of the Company that occurs 30 days following the date your employment terminates,"

4. The Severance Paragraph is hereby amended by adding the following sentence at the end thereof:

"Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each installment payment is considered a separate payment."

5. The Offer Letter is hereby amended by inserting the following as a new section thereto:

"Section 409A

Anything in this Offer Letter to the contrary notwithstanding, if at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a 'specified employee' within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that you become entitled to under this Offer Letter on account of your separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

The parties intend that this Offer Letter will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Offer Letter is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Offer Letter may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

All in-kind benefits provided and expenses eligible for reimbursement under this Offer Letter shall be provided by the Company or incurred by you during the time periods set forth in this Offer Letter. All reimbursements shall be paid as soon as

administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit."

6. All other provisions of the Offer Letter shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Offer Letter except to the extent specifically provided for herein.

7. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

Please indicate your acceptance of this Amendment to the Offer Letter by signing the enclosed copy of this letter and returning it to me.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ James G. Ham, III
Name: James G. Ham, III
Title: EVP, Chief Financial Officer

Accepted and agreed:

/s/ Rudolf Baumgartner
Rudolf A. Baumgartner, M.D.

October 9, 2009

Rudolf A. Baumgartner, M.D.
22 Munnings Drive
Sudbury, MA 01776-1221

Re: Amendment No. 2 to Offer of Employment

Dear Dr. Baumgartner:

This letter further amends the terms of the employment offer letter (the "Offer Letter") dated as of May 2, 2007, as amended on December 23, 2008, by and between Inotek Pharmaceuticals Corporation (the "Company") and you as set forth below. Capitalized terms not defined herein shall have the meaning specified in the Offer Letter.

1. The paragraph of the Offer Letter describing the vesting of your options upon a Change in Control is hereby amended by replacing the first sentence thereof with the following sentence:

> "In the event of a Change in Control (as defined below) of the Company, and (i) if within twelve months of such Change in Control you are terminated by the Company without Cause (as defined below), or you resign for Good Reason (as defined below) or (ii) if on the twelve-month anniversary of such Change in Control you continue to be employed by the Company, then all your unvested options will be fully vested upon your execution of a comprehensive release of claims in the Company's favor, in a form and of a scope reasonably acceptable to the Company."

2. The paragraph of the Offer Letter describing your status as an "at-will" employee of the Company and any potential severance payments payable upon the termination of your employment is hereby amended by replacing the fourth sentence thereof with the following sentence:

> "Please note, however, that if you are terminated by the Company without Cause, including in connection with a Change in Control, then upon your execution of a comprehensive release of claims in the Company's (and/or its successor(s)) favor in a form and of a scope reasonably acceptable to the Company within the 21-day period following the date your employment terminates and the expiration of the seven-day revocation period for such release, you

shall also receive severance payments, at a monthly rate equal to your then current monthly base salary, for twelve (12) months including grossed-up medical and dental coverage."

3. All other provisions of the Offer Letter shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Offer Letter except to the extent specifically provided for herein.

4. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

Please indicate your acceptance of this Amendment to the Offer Letter by signing the enclosed copy of this letter and returning it to me.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Paul G. Howes
Name: Paul Howes
Title: CEO

Accepted and agreed:

/s/ Rudolf Baumgartner
Rudolf A. Baumgartner, M.D.

Exhibit 10.5

August 23, 2007

William K. McVicar, Ph. D.
31 Powers Road
Sudbury, MA 01776

Dear Mr. McVicar:

I am pleased to offer you the position of **Executive Vice President, Pharmaceutical Development** at Inotek Pharmaceuticals Corporation ("Inotek" or the "Company"), commencing **September 19, 2007** (the "Effective Date"). This Offer Letter will outline the terms of your employment.

As **Executive Vice President, Pharmaceutical Development** you will report directly to the **President and CEO**, You will devote your full business efforts and time to the Company. Your duties include but are not limited to:

- Oversee new product development activities, assign projects to appropriate teams, and provide direction to solve complex drug development issues.
- Actively participate in and direct the activities of scientists responsible for Drug Delivery from concept through technology transfer.
- Oversee product development planning, goal setting, project cost estimating, strategic planning, and staff organization and development.
- Ensure a smooth transition with pilot plant scale-up and technology transfer, working closely with manufacturing to resolve technical issues.
- Support clinical and regulatory affairs, and the preparation of technology transfer documentation.
- Manage and lead a diverse set of projects and R&D personnel with a focus on product quality, safety, and effectiveness.
- Actively participate in and direct the activities of scientists responsible for the ADME/PK development activities of drug candidates.
- Responsible for overseeing all GLP preclinical Toxicology and Safety Pharmacology.
- Work with CSO to coordinate pharmacology development activities of drag candidates.
- Other tasks as assigned consistent with your position as Executive Vice President, Pharmaceutical Development.

While employed by the Company in this capacity, you shall receive as initial compensation for your services a monthly base salary of **$21,666.67 ($260,000 on an annualized basis**), that will be paid in accordance with the Company's normal payroll procedures and subject to the usual required withholding. In addition, the Company shall grant to you an option to purchase **515,000** shares of the Company's common stock under the existing stock option program (the "Option").

Except as otherwise expressly provided herein, twenty-five percent (25%) of the Option shall vest and become exercisable on the one-year anniversary of the commencement of your employment, and the remainder of the Option shall vest monthly, on a pro-rated basis, during the 36 months following the one-year anniversary of the commencement of your employment, provided that you remain in the Company's employ.

In the event of a Change in Control (as defined below) of the Company, and (i) if within eighteen months of such Change in Control you are terminated by the Company without Cause (as defined below), or you resign for Good Reason (as defined below) or (ii) if on the eighteen-month anniversary of such Change in Control you continue to be employed by the Company, then all your unvested options will be fully vested upon your execution of a comprehensive release of claims in the Company's favor, in a form and of a scope reasonably acceptable to the Company. The exercise price shall be the fair market value of the Company's common stock as determined by the Board of Directors at the time of the issuance of the option grant. The terms of the Option shall be subject to and governed by the Company's stock plan and a stock option agreement between you and the Company.

In connection with your employment and in addition to your base salary, you are eligible for an annual performance based bonus payable the first quarter of the ensuing year. **Your target Bonus will be 20%, of your then current annualized base salary, subject to Board discretion. You will be eligible to receive your full 20% bonus payable the first quarter of 2008 based on your performance in 2007, subject to Board discretion.** The foregoing shall not limit the ability of Inotek, in its sole discretion, to grant additional bonuses or grant raises.

As a Company employee, you will be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company. Currently, Inotek provides full funding of group long-term disability insurance, 80% funding of Blue Cross/Blue Shield HMO health care insurance, 80% funding of Delta Dental insurance, and an optional employee paid Vision Plan. Inotek's 401K-pension plan is funded by employee voluntary contributions with a 3% match contribution by the Company. Employees are able to invest funds in their retirement account at their own direction. The Company's contribution to the retirement fund is vested incrementally over a three-year period.

You will be eligible to accumulate up to 20 days of paid vacation annually, to be accrued on a monthly basis each month that you work in accordance with the Company's policy, with the timing and duration of specific vacations mutually and reasonably agreed to by the parties hereto. In addition, you will be entitled to up to 10 sick days per year which are prorated based on hire date for the first year. In addition, you will be eligible to receive on an annual basis 11 Holidays (7 standard, 4 floating) if hired before July 1. Unless otherwise agreed to by the Company, only a maximum of five (5) vacation days (and no sick days) may be carried over from one year to another.

You should note that the Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

Your employment will be in Beverly, Massachusetts. The Company will pay or reimburse you for reasonable travel, or other expenses incurred by you in the furtherance of or in connection with the performance of your duties hereunder in accordance with the Company's policies.

You should be aware that your employment with the Company constitutes "at-will" employment. This means that your employment relationship with the Company may be terminated at any time with or without notice, with or without Cause or for any or no Cause, at either party's option. You understand and agree that neither your job performance nor promotions, commendations, bonuses (if any) or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of your employment with the Company. Please note, however, that if you are terminated by the Company without Cause, then upon your execution of a comprehensive release of claims in the Company's (and/or its successor(s)) favor in a form and of a scope reasonably acceptable to the Company, you shall also receive severance payments, at a monthly rate equal to your then current monthly base salary, for six (6) months. Such severance payments shall be payable on at least a monthly basis and shall be subject to all applicable federal, state and local withholding, payroll and other taxes.

For purposes of this letter, "Change in Control" shall mean (i) the sale of the Company by merger in which the shareholders of the Company in their capacity as such no longer own a majority of the outstanding equity securities of the Company (or its successor); (ii) any sale of all or substantially all of the assets or capital stock of the Company (other than in a spin-off or similar transaction); or (iii) any other acquisition of the business of the Company, as determined by the Board.

For purposes of this letter, "Good Reason" shall mean any one or more of the following: i) the Company's reduction of your compensation as of the Effective Date that is not part of a reduction applicable to the other senior executives of the Company, or the Company's failure to pay your compensation in the time and manner contemplated herein; (ii) the Company's requirement that you relocate to an office more than 50 miles from the current Beverly, Massachusetts office; or (iii) the material reduction in your title, responsibilities, duties, reporting relationships or authorities as Executive Vice President, Pharmaceutical Development as they exist on the Effective Date; ***provided***, ***however***, that an event described in this sentence shall not constitute Good Reason unless it is communicated by you to the Company in writing within 90 days of the event, and the Company has not cured the event within 30 days of receiving written notice from you setting forth the nature of such alleged Good Reason.

For purposes of this letter, "Cause" shall mean any one or more of the following: (i)your misconduct, deliberate disregard of the rules or policies of the Company, or breach of fiduciary duty to the Company; (ii)your commission of an act of fraud, theft, misappropriation or embezzlement; (iii) your violation of federal or state securities laws; (iv) your conviction of, or pleading ***nolo contendere*** to, a felony or any other crime involving moral turpitude; or (v) your material breach of this offer letter, any stock option agreement between you and the Company, the Confidentiality Agreement attached hereto as Exhibit B, or any other written agreement between you and the Company. Please note that you shall not be eligible for any severance payments should your employment terminate because of your death or Disability. For purposes of this letter, you shall be deemed to have a Disability if you are unable to perform the essential functions of your job or without reasonable accommodation for a period of 120 consecutive or

cumulative calendar days in any 12-month period. Any accommodation will not be deemed reasonable if it imposes an undue hardship on the Company. You agree to submit to an examination by a Company-selected physician for the determination of any such Disability. Such physician shall not be an employee or consultant of the Company, nor shall such physician be located more than 50 miles from the current Beverly, Massachusetts office.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States, Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

You agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or during the term of your employment makes plans to become involved, nor will you engage in any other activities that conflict with your obligations to the Company. However, subject to the Company's prior written approval, you may serve on other boards of directors or engage in religious, charitable or other community activities as long as such services and activities do not interfere or conflict with your performance of duties to the Company, as determined by the Company in its discretion. You represent and warrant that as of your Effective Date at the Company, you have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude you from complying with the provisions hereof, and further covenant that you will not enter into any such conflicting Agreement during the term of your employment.

As a Company employee, you will be expected to abide by Company rules and regulations. You also agree to maintain the confidentiality of all confidential and proprietary information of the Company and agree, as a condition of your employment, to enter into Exhibit A, Confidential Information and Invention Assignment Agreement, acceptance of which is an integral part of this offer.

All dollar figures quoted in this agreement are understood to represent currency of the United States of America.

In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that all such disputes shall be fully and finally resolved by binding arbitration conducted by the American Arbitration Association in Suffolk County, Massachusetts. However, this arbitration provision shall not apply to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's trade secrets or proprietary information. The Company will pay the arbitrator's fee and any other type of expense or cost that you would not be required to bear if you were free to bring the dispute or claim in court as well as any other expense or cost that is unique to arbitration. The Company and you each will pay their own counsel fees and other expenses associated with the arbitration. The parties agree that the arbitrator will have the authority to direct such discovery as the arbitrator deems necessary and appropriate with respect to the parties' claim(s) and defense(s), consistent with the applicable Rules of Civil Procedure and Rules of Evidence. Additionally, the arbitrator shall issue a written award that sets forth the essential findings and conclusions on which the award is based.

This letter, and Exhibits A and B incorporated herein by reference and any stock option agreement between you and the Company, together represent the entire agreement and understanding between you and the Company concerning your employment relationship with the Company, and supersede in their entirety any and all prior agreements and understandings concerning your employment relationship with the Company, whether written or oral. Your signature accepting this letter signifies your further separate agreement to Exhibits A and B.

The terms of this letter may only be amended, canceled, or discharged in writing signed by you and the Company. This letter shall be governed by the internal substantive laws, but not the choice of law rules, of the State of Massachusetts. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this letter shall continue in full force and effect without such provision.

You acknowledge that you have had the opportunity to discuss this matter with and obtain advice from your private attorney, have had sufficient time to, and have carefully read and fully understand all the provisions of this letter, and are knowingly and voluntarily entering into this letter.

We are expecting you to notify us **within one week from the date of this offer** if you decide to take the offered position with the conditions above.

I look forward to working with you at Inotek Pharmaceuticals Corporation.

Sincerely Yours,

/s/ Andrew Salzman, M.D.
Andrew Salzman, M.D.
President and CEO

For William K. McVicar, Ph.D.

Signature: /s/ William K. McVicar, Ph.D.

Date: 9/5/07

SSN: _____

Address: 31 Powers Road, Sudbury, MA 01776
Telephone: 978-443-1658

For INOTEK

Signature: /s/ Jean Paul Gosselin

Date: 5/2/07

Encl. Exhibit A: Job Description
Exhibit B: Confidentiality Agreement

Exhibit B: ***CONFIDENTIALITY AGREEMENT***

This Confidentiality Agreement ("Agreement') is made and entered into as of the Effective Date indicated below by and between Inotek Pharmaceuticals Corporation ("Inotek" or the "Company"), a Delaware corporation with principal place of business at Suite 419E, 100 Cummings Center, Beverly, MA, 01915, and William K. McVicar, Ph.D. (the "Employee"). In consideration of the mutual promises contained herein, the value and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. CONFIDENTIALITY

1.1. "Confidential Information" means any information disclosed previously, at present, or in the future to Employee by the Company (whether directly or indirectly, in writing, orally, or by inspection of processes or tangible objects or descriptions) as well as any Inventions (defined below) and/or information created by Employee in connection with this Agreement, which is either identified as confidential or proprietary, or whose confidential or proprietary nature Is reasonably apparent under the circumstances. Confidential Information includes any and all of the following without limitation, whether or not expressly identified as confidential: business plans, financial analyses, marketing plans, funding sources, customer names, customer lists and any other personally-identifying customer data, technical contacts, employee names, employee lists and other personally-identifying employee data, technology, software (source code or object code), documentation, product plans, products, services, Inventions, processes, methodologies, designs, drawings, engineering or hardware configuration information, production assets, development methods, research, formulas, know-how, and trade secrets; as well as any information that may be expressly identified as confidential or proprietary. Confidential Information shall also include the names and other personally-identifying data of any agent, contractor, employee, or vendor of Company which Employee learns in connection with his employment with the Company. This document itself shall also be deemed Confidential Information.

1.2. Confidential Information does not, however, include information to the extent that Employee can establish that it:

1.2.1. was publicly known and made generally available in the public domain prior to the time of disclosure to Employee by the Company;

1.2.2. becomes publicly known and made generally available in the public domain after disclosure to Employee by the Company through no improper action or inaction of Employee;

1.2.3. is already in the possession of Employee without confidentiality restrictions, at the time of disclosure by the Company, as expressly enumerated in Schedule 2 of this Exhibit, or its subsequent amendments, where such amendments are mutually accepted by the Employee and the President of the Company; or

1.2.4. is obtained by Employee from a third party without a breach of a party's obligations of confidentiality to the Company.

Notwithstanding the exceptions set forth in this Section 1.2, abstracts and any other professional documents under consideration or review for publication in trade or other journals or publications or at conferences ("Preprints") which contain Confidential Information shall be not be deemed to be in the public domain until actual publication. In addition, Confidential Information shall not be deemed to be in the public domain merely because some portion of such information has been publicly disclosed, nor because individual features, aspects, components, details, or partial combinations thereof are, or become, known to the public. For example, a list of customers shall not be considered in the public domain, even though the names of certain individual customers have been publicly disclosed by Company or are publicly known.

1.3. Employee shall not, during or subsequent to the term of his employment with the Company, use the Company's Confidential Information for any purpose whatsoever other than the performance of services on behalf of the Company or disclose the Company's Confidential Information to any third party. Confidential Information shall remain the sole property of the Company. Employee further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Nothing herein shall be deemed to grant Employee a license or other right to use any of Company's intellectual property other than in the performance of services on behalf of the Company. Employee shall not by itself or through any third party reverse engineer, decompile or disassemble any prototypes, software or other tangible objects which embody the Company's Confidential Information and which may be provided to Employee. In view of Employee's access to the Company's trade secrets and proprietary know-how, Employee further agrees that he/she will not, without Company's prior written consent, design identical or substantially similar Inventions as those developed under this Agreement for any third party during, or subsequent to, the term of this Agreement. It is the Company's express intention that this Agreement not be construed to prevent the Employee from engaging in his regular occupation or using his experience, skill and training in other employment in competition with the Company, or in employment for a competitor of the Company, after the termination of the Employee's employment with the Company. Rather, it is the Company's express intention that this Agreement and this paragraph be construed to preclude the Employee from using or disclosing Confidential Information that he obtained through his employment with the Company. The provisions of this paragraph shall be construed in material conformity with this express intention.

1.4. Employee agrees that Employee shall not, during the term of his employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Employee has an agreement or duty to keep in confidence information acquired by Employee in confidence, if any. Employee will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys fees and costs of suit, arising out of or in connection with any violation of a third party's rights by any Invention (defined below) provided to the Company by Employee under this Agreement.

1.5. Upon the termination of the Employee's employment with the Company, or upon Company's earlier request, Employee will deliver to the Company (and will not keep in Employee's possession, recreate or deliver to anyone else) all of the Company's property, Confidential Information any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by Employee pursuant to his employment or otherwise belonging to the Company, its successors or assigns. Employee agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of employment, Employee agrees to sign and deliver the 'Termination Certification" attached hereto as Schedule 1.

1.6. It shall not be considered a violation of this Agreement (particularly including but not limited to paragraphs 1.3, 1.4 and 1.5 above) if the Employee is required by court process or court order to disclose Confidential Information or the terms of this Agreement. In the event that the Employee receives any document or court order reasonably requiring the disclosure of Confidential Information, the Employee shall immediately notify the Company of such document or court order, and shall cooperate with the Company in its response to such document or court order, if any. In the event that the Employee is no longer employed by the Company at the time that he/she receives a document or court order relating to or requiring the disclosure of Confidential Information, the Company shall compensate the Employee for his/her cooperation, at the Employee's then normal hourly rate, and shall reimburse the Employee for all costs incurred by the Employee as a result of his cooperation with the Company in its response to said document or court order.

2. OWNERSHIP

2.1. Employee agrees that Company shall own all right, title and interest in and to all notes, records, drawings, designs, marks, logos, inventions, works of authorship, copyrightable material, improvements, developments, discoveries and trade secrets conceived, made or discovered by Employee, solely or in collaboration with others, during the period of his employment with the Company which relate in any manner to the business of the Company that Employee may be directed to undertake, investigate or experiment with or which Employee may become associated with in work, investigation or experimentation in the line of business of Company insofar as they arise in the performance of Employee's services for the Company (collectively, "Inventions"). In addition, any Inventions which constitute copyrightable subject matter shall be considered "works made for hire" within the meaning of the United States Copyright Act and any similar laws of other jurisdictions. Employee further agrees to promptly assign (or cause to be assigned) and does hereby assign fully to the Company all right, title and interest in and to such Inventions including all copyrights, trademarks, patents, mask

work rights or other intellectual property rights therein or relating thereto. The Inventions shall be considered Confidential Information. Nothing in this Agreement is intended to grant any rights to Employee under any patent, copyright, trademark, trade secret or other intellectual property rights of the Company, nor shall this Agreement grant Employee any rights in or to Confidential Information except as expressly set forth herein.

2.2. Employee agrees to assist Company or the Company's designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, trademarks, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Inventions, including all copyrights, trademarks, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

2.3. Employee agrees that if, in the course of his employment with the Company, Employee incorporates into any Invention developed hereunder any Prior Invention (as defined below) owned by Employee or in which Employee has an interest, Employee shall notify the Company explicitly of this, and the Company is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use, sell, offer to sell, import, reproduce, distribute, publish, prepare derivative works of, display, and perform publicly and by means of digital audio transmission, such item as part of or in connection with such Invention.

2.4. Employee agrees that if the Company is unable because of Employee's unavailability, mental or physical incapacity, or for any other reason, to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or mask work, trademark or copyright registrations covering the Inventions assigned to the Company above, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and Issuance of patents and copyright, trademark and mask work registrations with the same legal force and effect as if executed by Employee.

2.5. Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of employment with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and/or any other suitable format. The records will be available to and remain the sole property of the Company at all times. Employee agrees not to remove such records from

the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business.

2.6. Employee has attached hereto, as Schedule 2, a list describing with particularity all inventions, discoveries, original works of authorship and derivative works thereof, developments, concepts, know-how, improvements, trademarks and trade secrets which were made or developed by Employee prior to the commencement of employment with the Company, or which Employee is currently developing, which belong solely to Employee or belong to Employee jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder (collectively referred to as "Prior Inventions"); or, if no such list is attached, Employee represents that there are no such Prior Inventions. The completion of this Schedule 2 at the time that this Agreement is executed shall not preclude the Employee from later submitting an amended Schedule 2 which identifies other inventions of the Employee, or other inventions which he jointly developed with another person, and which in the opinion of the Company's Board do not relate to the Company's business, products or research and development.

3 SOLICITATION OF EMPLOYEES

Employee agrees that for a period of twelve (12) months immediately following the termination of his relationship with the Company for any reason, whether with or without cause, Employee shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for himself or for any other person or entity.

4. NOTIFICATION TO OTHER PARTIES

Employee hereby grants consent to notification by the Company to any other parties besides the Company with whom Employee maintains an employment or consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, of Employee's rights and obligations under this Agreement.

5. SURVIVAL OF PROVISIONS; AMENDMENT; ASSIGNMENT

Employee's obligations as set forth in this Agreement will survive the termination of employment with the Company. None of the provisions contained in this Agreement can be changed without a writing signed by each of Employee and the Company. Employee acknowledges that Employee has no right or power to assign this Agreement. Employee also acknowledges that the Company may assign this Agreement freely.

6. EQUITABLE RELIEF; ATTORNEY'S FEES; EXTENSION OF PERIOD

If Employee breaches any provision of this Agreement, the Company will be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such

breach. The prevailing party in any action or proceeding brought with respect to this Agreement shall be entitled to recover from the other party his or its reasonable attorney's fees incurred in connection with such action or proceeding. The Company's rights and remedies under this Section 6 are in addition to and cumulative with any other rights and remedies to which the Company may be entitled.

7. SEVERABILITY

If one or more provisions of this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

8. BINDING OBLIGATION

This Agreement will be binding upon Employee's heirs, executors and administrators, and the Company, and will inure to the benefit of the Company and its successors and assigns.

9 GOVERNING LAW; CONSENT TO PERSONAL/JURISDICTION

This Agreement will be governed by the laws of Massachusetts notwithstanding its choice of law rules. Employee hereby consents to the subject matter jurisdiction of the State and Federal Courts located in Massachusetts for any lawsuit filed there against the Employee by the Company arising from or relating to this Agreement. However, Employee acknowledges that the Company may seek enforcement of this Agreement in any appropriate court and in any jurisdiction where the Employee is subject to personal jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the following Effective Date of Confidentiality Agreement: **September 19, 2007**

For EMPLOYEE

Signature and date: /s/ William K. McVicar 9/5/07
Name: William K. McVicar, Ph.D.
Title and SSN: Executive Vice President, Pharmaceutical Development
Address: 31 Powers Road, Sudbury, MA 01766
Telephone: 978-443-1658
Fax:
E-mail: coachmcvicar@comcast.net

For INOTEK

Signature and date: /s/ Andrew Salzman
Name: Andrew Salzman, M.D.
Title: CEO and President
Telephone: (978) 232 9660 ext 226
Fax: (978)232 8975
E-mail: asalzman@inotekcorp.com

SCHEDULE 1

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Inotek Corporation, its subsidiaries, affiliates, successors or assigns (together the "Company").

I further certify that I have complied with all the terms of the Company's Confidentiality Deed (the "Agreement") signed by me, including the reporting of any Inventions (as therein defined), conceived or made by me (solely or jointly with others) covered by that Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Date: _____

_____

Employee's Signature

_____

Employee's Printed Name

December 23, 2008

William K. McVicar, Ph.D.
31 Powers Road
Sudbury, MA 01776

Re: Amendment to Offer of Employment

Dear Dr. McVicar:

This letter amends the terms of the employment offer letter (the "Offer Letter") dated as of August 23, 2007, by and between Inotek Pharmaceuticals Corporation (the "Company") and you as set forth below. Capitalized terms not defined herein shall have the meaning specified in the Offer Letter.

1. The paragraph of the Offer Letter describing your bonus is hereby amended by inserting the following sentence at the end thereof:

"Any bonus payable hereunder shall be paid between January 1 and March 15 of the year following the year in which such bonus was earned"

2. The paragraph of the Offer Letter describing your status as an "at-will" employee of the Company and any potential severance payments payable upon the termination of your employment (the "Severance Paragraph") is hereby amended by inserting the following immediately prior to the comma after "acceptable to the Company" within the fourth sentence thereof:

"within the 21-day period following the date your employment terminates and the expiration of the seven-day revocation period for such release"

3. The Severance Paragraph is hereby amended by inserting the following immediately after "on at least a monthly basis" within the final sentence thereof:

", commencing on the first regular payroll date of the Company that occurs 30 days following the date your employment terminates,"

4. The Severance Paragraph is hereby amended by adding the following sentence at the end thereof:

"Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each installment payment is considered a separate payment."

5. The Offer Letter is hereby amended by inserting the following as a new section thereto:

"Section 409A

Anything in this Offer Letter to the contrary notwithstanding, if at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a 'specified employee' within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that you become entitled to under this Offer Letter on account of your separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

The parties intend that this Offer Letter will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Offer Letter is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Offer Letter may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

All in-kind benefits provided and expenses eligible for reimbursement under this Offer Letter shall be provided by the Company or incurred by you during the time periods set forth in this Offer Letter. All reimbursements shall be paid as soon as

administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit."

6. All other provisions of the Offer Letter shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Offer Letter except to the extent specifically provided for herein.

7. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

Please indicate your acceptance of this Amendment to the Offer Letter by signing the enclosed copy of this letter and returning it to me.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ James G. Ham III
Name: James G. Ham, III
Title: EVP, Chief Financial Officer

Accepted and agreed:

/s/ William K. McVicar
William K. McVicar, Ph.D.

October 9, 2009

William K. McVicar, Ph.D.
31 Powers Road
Sudbury, MA 01776

Re: Amendment No. 2 to Offer of Employment

Dear Dr. McVicar:

This letter further amends the terms of the employment offer letter (the "Offer Letter") dated as of August 23, 2007, as amended as of December 23, 2008, by and between Inotek Pharmaceuticals Corporation (the "Company") and you as set forth below. Capitalized terms not defined herein shall have the meaning specified in the Offer Letter.

1. The paragraph of the Offer Letter describing the vesting of your options upon a Change in Control is hereby amended by replacing the first sentence thereof with the following sentence:

> "In the event of a Change in Control (as defined below) of the Company, and (i) if within twelve months of such Change in Control you are terminated by the Company without Cause (as defined below), or you resign for Good Reason (as defined below) or (ii) if on the twelve-month anniversary of such Change in Control you continue to be employed by the Company, then all your unvested options will be fully vested upon your execution of a comprehensive release of claims in the Company's favor, in a form and of a scope reasonably acceptable to the Company."

2. The paragraph of the Offer Letter describing your status as an "at-will" employee of the Company and any potential severance payments payable upon the termination of your employment is hereby amended by replacing the fourth sentence thereof with the following sentence:

> "Please note, however, that if you are terminated by the Company without Cause, including in connection with a Change in Control, then upon your execution of a comprehensive release of claims in the Company's (and/or its successor(s)) favor in a form and of a scope reasonably acceptable to the Company within the 21-day period following the date your employment terminates and the expiration of the seven-day revocation period for such release, you shall receive severance payments, at a monthly rate equal to your then current monthly base salary for twelve (12) months."

3. All other provisions of the Offer Letter shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Offer Letter except to the extent specifically provided for herein.

4. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

Please indicate your acceptance of this Amendment to the Offer Letter by signing the enclosed copy of this letter and returning it to me.

INOTEK PHARMACEUTICALS CORPORATION

By: /s/ Paul Howes
Name: Paul Howes
Title: CEO

Accepted and agreed:

/s/ William K. McVicar, Ph.D.
William K. McVicar, Ph.D.

Exhibit 10.6

VENTURE LOAN AND SECURITY AGREEMENT

Dated as of June 28, 2013

by and between

HORIZON TECHNOLOGY FINANCE CORPORATION,
a Delaware corporation
312 Farmington Avenue
Farmington, CT 06032
As a Lender and Collateral Agent

FORTRESS CREDIT CO LLC
a Delaware limited liability company
1345 Avenue of Americas
New York, New York 10105
As a Lender, and collectively with Horizon, as Lenders

And

INOTEK PHARMACEUTICALS CORPORATION,
a Delaware corporation
131 Hartwell Avenue, Suite 105
Lexington, MA 02421

as Borrower

LOAN A COMMITMENT AMOUNT: $3,500,000

LOAN B COMMITMENT AMOUNT: $3,500,000

Loan A Commitment Termination Date: June 30, 2013

Loan B Commitment Termination Date: June 30, 2013

The Lenders and Borrower hereby agree as follows:

AGREEMENT

1. Definitions and Construction.

1.1 Definitions. As used in this Agreement, the following capitalized terms shall have the following meanings:

"Account Control Agreement" means an agreement acceptable to Lenders which perfects via control Lenders' security interest in Borrower's deposit accounts and/or accounts holding securities.

"Affiliate" means any Person that owns or controls directly or indirectly ten percent (10%) or more of the stock of another entity, any Person that controls or is controlled by or is under common control with such Persons or any Affiliate of such Persons and each of such Person's officers, directors, managers, joint venturers or partners.

"Agreement" means this certain Venture Loan and Security Agreement by and among Borrower, Collateral Agent and Lenders dated as of the date on the cover page hereto (as it may from time to time be amended or supplemented in writing signed by the Borrower, Collateral Agent and Lenders).

"Anti-Terrorism Laws" means any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

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

"Borrower" means the Borrower as set forth on the cover page of this Agreement.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banking institutions are authorized or required to close in Connecticut or Massachusetts.

"Claim" has the meaning given such term in Section 10.3 of this Agreement

"Code" means the Uniform Commercial Code as adopted and in effect in the State of Connecticut, as amended from time to time; provided that if by reason of mandatory provisions

of law, the creation and/or perfection or the effect of perfection or non-perfection of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Connecticut, the term "Code" shall also mean the Uniform Commercial Code as in effect from time to time in such jurisdiction for purposes of the provisions hereof relating to such creation, perfection or effect of perfection or non-perfection.

"Collateral" has the meaning given such term in Section 4.1 of this Agreement.

"Collateral Agent" has the meaning as set forth on the cover page of this Agreement.

"Commitment Fee" has the meaning given such term in Section 2.6(c) of this Agreement.

"Default" means any event which with the passing of time or the giving of notice or both would become an Event of Default hereunder.

"Default Rate" means the per annum rate of interest equal to five percent (5%) over the Loan Rate, but such rate shall in no event be more than the highest rate permitted by applicable law to be charged on commercial loans in a default situation.

"Disclosure Schedule" means Exhibit A attached hereto.

"Environmental Laws" means all foreign, federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authorities, in each case relating to environmental, health, safety and land use matters, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act, the Federal Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Emergency Planning and Community Right-to-Know Act.

"Equity Securities" of any Person means (a) all common stock, preferred stock, participations, shares, partnership interests, membership interests or other equity interests in and of such Person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"ERISA" has the meaning given to such term in Section 7.12 of this Agreement.

"Event of Default" has the meaning given to such term in Section 8 of this Agreement.

"Fortress" means Fortress Credit Co LLC.

"Funding Certificate" means a certificate executed by a Responsible Officer of Borrower substantially in the form of Exhibit B or such other form as Lenders may agree to accept.

"Funding Date" means any date on which a Loan is made to or on account of Borrower under this Agreement.

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

"Good Faith Deposit" has the meaning given such term in Section 2.6(a) of this Agreement.

"Governmental Authority" means (a) any federal, state, county, municipal or foreign government, or political subdivision thereof, (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, (c) any court or administrative tribunal, or (d) with respect to any Person, any arbitration tribunal or other non-governmental authority to whose jurisdiction that Person has consented.

"Hazardous Materials" means all those substances which are regulated by, or which may form the basis of liability under, any Environmental Law, including all substances identified under any Environmental Law as a pollutant, contaminant, hazardous waste, hazardous constituent, special waste, hazardous substance, hazardous material, or toxic substance, or petroleum or petroleum derived substance or waste.

"Horizon" means Horizon Technology Finance Corporation.

"Indebtedness" means, with respect to Borrower or any Subsidiary, the aggregate amount of, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade payables aged less than one hundred eighty (180) days), (d) all capital lease obligations of such Person, (e) all obligations or liabilities of others secured by a Lien on any asset of such Person, whether or not such obligation or liability is assumed, (f) all obligations or liabilities of others guaranteed by such Person, and (g) any other obligations or liabilities which are required by GAAP to be shown as debt on the balance sheet of such Person. Unless otherwise indicated, the term "Indebtedness" shall include all Indebtedness of Borrower and the Subsidiaries.

"Indemnified Person" has the meaning given such term in Section 10.3 of this Agreement.

"Intellectual Property" means all of Borrower's right, title and interest in and to patents, patent rights (and applications and registrations therefor and divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same), trademarks and service marks (and applications and registrations therefor and the goodwill associated therewith), inventions, copyrights (including applications and registrations therefor and like protections in each work or authorship and derivative work thereof), mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, source code, object code, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, all whether now owned or subsequently acquired or developed by Borrower and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media (but not including embedded computer programs and supporting information included within the definition of "goods" under the Code).

"Investment" means the purchase or acquisition of any capital stock, equity interest, or any obligations or other securities of, or any interest in, any Person, or the extension of any advance, loan, extension of credit or capital contribution to, or any other investment in, or deposit with, any Person.

"Landlord Agreement" means an agreement substantially in the form provided by Lenders to Borrower or such other form as Lenders may agree to accept.

"Lenders" means the Lenders as set forth on the cover page of this Agreement.

"Lender's Expenses" means all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the preparation, negotiation, documentation, administration, perfection and funding of the Loan Documents; and each Lender's reasonable attorneys' fees, costs and expenses incurred in drafting, amending, modifying, enforcing or defending the Loan Documents (including fees and expenses of appeal or review), including the exercise of any rights or remedies afforded hereunder or under applicable law, whether or not suit is brought, whether before or after bankruptcy or insolvency, including without limitation all fees and costs incurred by Lenders in connection with such Lender's enforcement of its rights in a bankruptcy or insolvency proceeding filed by or against Borrower or its Property.

"Lien" means any voluntary or involuntary security interest, pledge, bailment, lease, mortgage, hypothecation, conditional sales and title retention agreement, encumbrance or other lien with respect to any Property in favor of any Person.

"Loan" means each advance of credit by a Lender to Borrower under this Agreement and, "Loans" means, collectively all such advances of credit.

"Loan A" means the advance of credit by Horizon to Borrower under this Agreement in the Loan A Commitment Amount.

"Loan A Commitment Amount" has the meaning as set forth on the cover page of this Agreement.

"Loan A Commitment Termination Date" has the meaning as set forth on the cover page of this Agreement.

"Loan A Final Payment" has the meaning given such term in Section 2.2(g) of this Agreement.

"Loan B" means the advance of credit by Fortress to Borrower under this Agreement in the Loan B Commitment Amount.

"Loan B Commitment Amount" has the meaning as set forth on the cover page of this Agreement.

"Loan B Commitment Termination Date" has the meaning as set forth on the cover page of this Agreement.

"Loan B Final Payment" has the meaning given such term in Section 2.2(h) of this Agreement.

"Loan Documents" means, collectively, this Agreement, the Notes, the Warrant, any Landlord Agreement, any Account Control Agreement and all other documents, instruments and agreements entered into in connection with this Agreement, all as amended or extended from time to time.

"Loan Rate" means, with respect to each Loan, the per annum rate of interest (based on a year of twelve 30-day months) equal to the greater of (a) 11.0% or (b) 11.0% plus the difference between (i) the one month LIBOR Rate (rounded to the nearest one hundredth percent), as reported in the Wall Street Journal, on the date which is three (3) days before the Funding Date for such Loan (or, if the Wall Street Journal is not published on such date, the next earlier date on which it is published) and (ii) 0.25%.

"Maturity Date" means, with respect to each Loan, thirty-nine (39) months from the first day of the month next following the month in which the Funding Date for such Loan occurs, or if earlier, the date of acceleration of such Loan following an Event of Default that has not been waived by Lenders or the date of prepayment, whichever is applicable.

"Note" means each promissory note executed in connection with a Loan in substantially the form of Exhibit C attached hereto, and, collectively, "Notes" means all such promissory notes.

"Obligations" means all debt, principal, interest, fees, charges, expenses and attorneys' fees and costs and other amounts, obligations, covenants, and duties owing by Borrower to Lenders of any kind and description (whether pursuant to or evidenced by the Loan Documents (other than the Warrant), or by any other agreement among Lenders and Borrower, and whether or not for the payment of money), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all Lender's Expenses.

"Officer's Certificate" means a certificate executed by a Responsible Officer substantially in the form of Exhibit E or such other form as Lenders may agree to accept.

"Payment Date" has the meaning given such term in Section 2.2(a) of this Agreement.

"Permitted Indebtedness" means and includes:

(a) Indebtedness of Borrower to Lenders;

(b) Indebtedness arising from the endorsement of instruments in the ordinary course of business;

(c) Indebtedness existing on the date hereof and set forth on the Disclosure Schedule.

"Permitted Investments" means and includes any of the following Investments as to which Lenders have a perfected security interest:

(a) Deposits and deposit accounts with commercial banks organized under the laws of the United States or a state thereof to the extent: (i) the deposit accounts of each such institution are insured by the Federal Deposit Insurance Corporation up to the legal limit; and (ii) each such institution has an aggregate capital and surplus of not less than One Hundred Million Dollars ($100,000,000);

(b) Investments in marketable obligations issued or fully guaranteed by the United States and maturing not more than one (1) year from the date of issuance;

(c) Investments in open market commercial paper rated at least "A1" or "P1" or higher by a national credit rating agency and maturing not more than one (1) year from the creation thereof;

(d) Investments pursuant to or arising under currency agreements or interest rate agreements entered into in the ordinary course of business; and

(e) Other Investments aggregating not in excess of Two Hundred Fifty Thousand Dollars ($250,000) at any time.

"Permitted Liens" means and includes:

(a) the Lien created by this Agreement;

(b) Liens for fees, taxes, levies, imposts, duties or other governmental charges of any kind which are not yet delinquent or which are being contested in good faith by appropriate proceedings which suspend the collection thereof (provided that such appropriate proceedings do not involve any substantial danger of the sale, forfeiture or loss of any material item of Collateral which in the aggregate is material to Borrower and that Borrower has adequately bonded such Lien or reserves sufficient to discharge such Lien have been provided on the books of Borrower);

(c) Liens identified on the Disclosure Schedule;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings (provided that such appropriate proceedings do not involve any substantial danger of the sale, forfeiture or loss of any material item of Collateral or Collateral which in the aggregate is material to Borrower and that Borrower has adequately bonded such Lien or reserves sufficient to discharge such Lien have been provided on the books of Borrower); and

(e) non-exclusive licenses of Intellectual Property entered into in the ordinary course of business.

"Person" means and includes any individual, any partnership, any corporation, any business trust, any joint stock company, any limited liability company, any unincorporated association or any other entity and any domestic or foreign national, state or local government, any political subdivision thereof, and any department, agency, authority or bureau of any of the foregoing.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, whether tangible or intangible.

"Responsible Officer" has the meaning given such term in Section 6.3 of this Agreement.

"Scheduled Payments" has the meaning given such term in Section 2.2(a) of this Agreement.

"Solvent" has the meaning given such term in Section 5.11 of this Agreement.

"Subsidiary" means any corporation or other entity of which a majority of the outstanding Equity Securities entitled to vote for the election of directors or other governing body (otherwise than as the result of a default) is owned by Borrower directly or indirectly through Subsidiaries.

"Transfer" has the meaning given such term in Section 7.4 of this Agreement.

"Warrant" means the separate warrant or warrants dated on or about the date hereof in favor of the Lenders or their designees to purchase securities of Borrower.

1.2 Construction. References in this Agreement to "Articles," "Sections," "Exhibits," "Schedules" and "Annexes" are to recitals, articles, sections, exhibits, schedules and annexes herein and hereto unless otherwise indicated. References in this Agreement and each of the other Loan Documents to any document, instrument or agreement shall include (a) all exhibits, schedules, annexes and other attachments thereto, (b) all documents, instruments or agreements issued or executed in replacement thereof, and (c) such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement or any other Loan Document shall refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. The words "include" and "including" and words of similar import when used in this Agreement or any other Loan Document shall not be construed to be limiting or exclusive. Unless otherwise indicated in this Agreement or any other Loan Document, all accounting terms used in this Agreement or any other Loan Document shall be construed, and all accounting and financial computations hereunder or thereunder shall be computed, in accordance with GAAP, and all terms describing Collateral shall be construed in accordance with the Code. The terms and information set forth on the cover page of this Agreement are incorporated into this Agreement.

2. Loans; Repayment.

2.1 Commitment.

(a) The Commitment Amount. Subject to the terms and conditions of this Agreement and relying upon the representations and warranties herein set forth as and when made or deemed to be made, Horizon agrees to lend to Borrower prior to the Loan A Commitment Termination Date, Loan A. Subject to the terms and conditions of this Agreement and relying upon the representations and warranties herein set forth as and when made or deemed to be made, Fortress agrees to lend to Borrower prior to the Loan B Commitment Termination Date, Loan B.

(b) The Loans and the Notes. The obligation of Borrower to repay the unpaid principal amount of and interest on each Loan shall be evidenced by a Note issued to Horizon or Fortress, as applicable.

(c) Use of Proceeds. The proceeds of each Loan shall be used solely for working capital or general corporate purposes of Borrower.

(d) Termination of Commitment to Lend. Notwithstanding anything in the Loan Documents, Lenders' obligation to lend the undisbursed portion of the Commitment Amount to Borrower hereunder shall terminate on the earlier of (i) at Lenders' sole election, the occurrence of any Event of Default hereunder, and (ii) with respect to Loan A the Loan A Commitment Termination Date, and with respect to Loan B, the Loan B Commitment Termination Date. Notwithstanding the foregoing, Lenders' obligation to lend the undisbursed portion of the Loan A Commitment Amount or Loan B Commitment Amount to Borrower shall terminate if, in Lenders' sole judgment, there has been a material adverse change in the general affairs, results of operations or condition (financial or otherwise) of Borrower, whether or not arising from transactions in the ordinary course of business, or there has been any material adverse deviation by Borrower from the business plan of Borrower presented to Lenders on or before the date of this Agreement.

2.2 Payments.

(a) Scheduled Payments. Borrower shall make a payment of accrued interest only on the outstanding principal amount of each Loan on the first twelve (12) Payment Dates specified in the Note applicable to each Loan and an equal payment of principal plus accrued interest on the outstanding principal amount of each Loan on the next twenty-seven (27) Payment Dates as set forth in the Note applicable to each Loan (collectively, the "Scheduled Payments"). Borrower shall make such Scheduled Payments commencing on the date set forth in the Note applicable to each Loan and continuing thereafter on the first Business Day of each calendar month (each a "Payment Date") through the Maturity Date. In any event, all unpaid principal and accrued interest shall be due and payable in full on the Maturity Date.

(b) Interim Payment. Unless the Funding Date for a Loan is the first day of a calendar month, Borrower shall pay the per diem interest (accruing at the Loan Rate from the Funding Date through the last day of that month) payable with respect to such Loan on the first Business Day of the next calendar month.

(c) Payment of Interest. Borrower shall pay interest on each Loan at a per annum rate of interest equal to the Loan Rate. All computations of interest (including interest at the Default Rate, if applicable) shall be based on a year of twelve 30-day months. Notwithstanding any other provision hereof, the amount of interest payable hereunder shall not in any event exceed the maximum amount permitted by the law applicable to interest charged on commercial loans.

(d) Application of Payments. All payments received by Lenders prior to an Event of Default shall be applied as follows: (1) first, to Lender's Expenses then due and owing; and (2) second to all Scheduled Payments then due and owing (provided, however, if such payments are not sufficient to pay the whole amount then due, such payments shall be applied first to unpaid interest at the Loan Rate, then to the remaining amount then due). After an Event of Default that has not been waived by Lenders, all payments and application of proceeds shall be made as set forth in Section 9.7.

(e) Late Payment Fee. Borrower shall pay to Lenders a late payment fee equal to five percent (5%) of any Scheduled Payment not paid when due.

(f) Default Rate. Borrower shall pay interest at a per annum rate equal to the Default Rate on any amounts required to be paid by Borrower under this Agreement or the other Loan Documents (including Scheduled Payments), payable with respect to any Loan, accrued and unpaid interest, and any fees or other amounts which remain unpaid after such amounts are due. If an Event of Default has occurred and the Obligations have been accelerated (whether automatically or by Lenders' election), Borrower shall pay interest on the aggregate, outstanding accelerated balance hereunder from the date of the Event of Default until all Events of Default are cured, at a per annum rate equal to the Default Rate.

(g) Loan A Final Payment. Borrower shall pay to Horizon a payment in the amount of One Hundred Five Thousand Dollars ($105,000) (the "Loan A Final Payment") upon the earlier of (i) payment in full of the principal balance of Loan A, (ii) an Event of Default and demand by Horizon in accordance with Section 9.1(a) for payment in full of Loan A or (iii) on the Maturity Date, as applicable.

(h) Loan B Final Payment. Borrower shall pay to Fortress a payment in the amount of One Hundred Five Thousand Dollars ($105,000) (the "Loan B Final Payment") upon the earlier of (i) payment in full of the principal balance of Loan B, (ii) an Event of Default and demand by Fortress in accordance with Section 9.1(a) for payment in full of Loan B or (iii) on the Maturity Date, as applicable.

2.3 Prepayments.

(a) Mandatory Prepayment Upon an Acceleration. If the Loans are accelerated following the occurrence of an Event of Default pursuant to Section 9.1(a) hereof that has not been waived by Lenders, then Borrower, in addition to any other amounts which may be due and owing hereunder, shall immediately pay to Lenders the amount set forth in Section 2.3(b) below, as if the Borrower had opted to prepay on the date of such acceleration.

(b) Optional Prepayment. Upon five (5) Business Days' prior written notice to Lenders, Borrower may, at its option, at any time, prepay all of the Loans by paying to Lenders an amount equal to (i) any accrued and unpaid interest on the outstanding principal balance of each Loan; (ii) an amount equal to (A) if a Loan is prepaid within twelve (12) months from the applicable Funding Date thereof, four (4%) percent of the then outstanding principal balance of such Loan, (B) if a Loan is prepaid more than twelve (12) months from the applicable Funding Date thereof but less than twenty-four (24) months from the applicable Funding Date thereof, three (3%) percent of the then outstanding principal balance of such Loan, or (C) if a Loan is prepaid more than twenty-four (24) months from the applicable Funding Date thereof, two (2%) percent of the then outstanding principal balance of such Loan; (iii) the outstanding principal balance of the Loans and (iv) all other sums, if any, that shall have become due and payable hereunder.

2.4 Other Payment Terms.

(a) Place and Manner. Borrower shall make all payments due to Lenders in lawful money of the United States. All payments of principal, interest, fees and other amounts payable by Borrower hereunder shall be made, in immediately available funds, not later than 10:00 a.m. Connecticut time, on the date on which such payment is due. Borrower shall make such payments to Lenders via wire transfer or ACH as instructed by Lenders from time to time.

(b) Date. Whenever any payment is due hereunder on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall be included in the computation of interest or fees, as the case may be.

2.5 Procedure for Making the Loans.

(a) Notice. Borrower shall notify Lenders of the date on which Borrower desires Lenders to make any Loan at least two (2) Business Days in advance of the desired Funding Date, unless Lenders elect at their sole discretion to allow the Funding Date to be within two (2) Business Days of Borrower's notice. Borrower's execution and delivery to each Lender of a Note shall be Borrower's agreement to the terms and calculations thereunder with respect to the Loan. Each Lender's obligation to make any Loan shall be expressly subject to the satisfaction of the conditions set forth in Section 3.

(b) Loan Rate Calculation. Prior to the Funding Date, Lenders shall establish the Loan Rate with respect to the Loans, which shall be set forth in the Notes to be executed by Borrower with respect to each Loan and shall be conclusive in the absence of a manifest error.

(c) Disbursement. Lenders shall disburse the proceeds of each Loan by wire transfer to Borrower at the account specified in the Funding Certificate for the Loan.

2.6 Good Faith Deposit; Legal and Closing Expenses; and Commitment Fee.

(a) Good Faith Deposit. Borrower has delivered to Lenders a good faith deposit in the amount of Forty Thousand Dollars ($40,000) (the "Good Faith Deposit"). The Good Faith Deposit will be credited to the Commitment Fee. If the Funding Date does not occur, Lenders shall retain the Good Faith Deposit as compensation for its time, expenses and opportunity cost.

(b) Legal, Due Diligence and Documentation Expenses. Concurrently with its execution and delivery of this Agreement, Borrower shall pay to Lenders each Lender's legal, due diligence and documentation expenses in connection with the negotiation and documentation of this Agreement and the Loan Documents.

(c) Commitment Fee. Borrower shall pay Lenders concurrently with its execution and delivery of this Agreement a commitment fee in the amount of Seventy Thousand Dollars ($70,000) (the "Commitment Fee"). The Commitment Fee shall be retained by Lenders and be deemed fully earned upon receipt.

3. Conditions of Loan.

3.1 Conditions Precedent to Closing. At the time of the execution and delivery of this Agreement, Lenders shall have received, in form and substance reasonably satisfactory to Lenders, all of the following (unless any Lender has agreed to waive such condition or document, in which case such condition or document shall be a condition precedent to the making of any Loan and shall be deemed added to Section 3.2):

(a) Loan Agreement. This Agreement duly executed by Borrower and Lenders.

(b) Warrant. The Warrant duly executed by Borrower.

(c) Secretary's Certificate. A certificate of the secretary or assistant secretary of Borrower with copies of the following documents attached: (i) the certificate of incorporation and bylaws of Borrower certified by Borrower as being complete and in full force and effect on the date thereof, (ii) incumbency and representative signatures, and (iii) resolutions authorizing the execution and delivery of this Agreement and each of the other Loan Documents.

(d) Good Standing Certificates. A good standing certificate from Borrower's state of incorporation and the state in which Borrower's principal place of business is located, each dated as of a recent date.

(e) Certificate of Insurance. Evidence of the insurance coverage required by Section 6.8 of this Agreement.

(f) Consents. All necessary consents of shareholders and other third parties with respect to the execution, delivery and performance of this Agreement, the Warrant and the other Loan Documents.

(g) Legal Opinion. A legal opinion of Borrower's counsel covering the matters set forth in Exhibit D hereto.

(h) Account Control Agreements. Account Control Agreements for all of Borrower's deposit accounts and accounts holding securities duly executed by all of the parties thereto, in the forms provided by or reasonably acceptable to Lenders.

(i) Other Documents. Such other documents and completion of such other matters, as Lenders may reasonably deem necessary or appropriate.

3.2 Conditions Precedent to Making Loans A and B. The obligation of Lenders to make each Loan is further subject to the following conditions:

(a) No Default. No Default or Event of Default shall have occurred and be continuing.

(b) Landlord Agreements. Borrower shall have provided Lenders with a Landlord Agreement for each location where Borrower's books and records and the Collateral is located (unless Borrower is the fee owner thereof).

(c) Note. Borrower shall have duly executed and delivered to Horizon a Note in the amount of Loan A and Borrower shall have duly executed and delivered to Fortress a Note in the amount of Loan B.

(d) UCC Financing Statements. Collateral Agent and Lenders shall have received such documents, instruments and agreements, including UCC financing statements or amendments to UCC financing statements, as Collateral Agent and Lenders shall reasonably request to evidence the perfection and priority of the security interests granted to Collateral Agent and Lenders pursuant to Section 4. Borrower authorizes Collateral Agent and Lenders to file any UCC financing statements, continuations of or amendments to UCC financing statements it deems necessary to perfect its security interest in the Collateral.

(e) Funding Certificate. Borrower shall have duly executed and delivered to Lenders a Funding Certificate for the Loans.

(f) Sale of Equity Securities. Borrower shall have provided Lenders with evidence reasonably satisfactory to Lenders that Borrower has received cash proceeds of not less than Eight Million Six Hundred Thousand Dollars ($8,600,000) from the sale of Borrower's Series AA Preferred Stock.

(g) Other Documents. Such other documents and completion of such other matters, as Lenders may reasonably deem necessary or appropriate.

3.3 Covenant to Deliver. Borrower agrees (not as a condition but as a covenant) to deliver to Lenders each item required to be delivered to Lenders as a condition to each Loan, if each Loan is advanced. Borrower expressly agrees that the extension of any Loan prior to the receipt by Lenders of any such item shall not constitute a waiver by Lenders of Borrower's obligation to deliver such item, and any such extension in the absence of a required item shall be in each Lender's sole discretion.

4. Creation of Security Interest.

4.1 Grant of Security Interest. Borrower grants to Collateral Agent and each Lender a valid, first priority, continuing security interest in all presently existing and hereafter acquired or arising Collateral in order to secure prompt, full and complete payment of any and all Obligations and in order to secure prompt, full and complete performance by Borrower of each of its covenants and duties under each of the Loan Documents (other than the Warrant). The "Collateral" shall mean and include all right, title, interest, claims and demands of Borrower in and to all personal property of Borrower, including without limitation, all of the following:

(a) All goods (and embedded computer programs and supporting information included within the definition of "goods" under the Code) and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Borrower's books relating to any of the foregoing;

(c) All contract rights and general intangibles (except to the extent included within the definition of Intellectual Property), now owned or hereafter acquired, including, without limitation, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, software, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payment intangibles, commercial tort claims, payments of insurance and rights to payment of any kind;

(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights, license fees and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower (subject, in each case, to the contractual rights of third parties to require funds received by Borrower to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's books relating to any of the foregoing;

(e) All documents, cash, deposit accounts, letters of credit (whether or not the letter of credit is evidenced by a writing), certificates of deposit, instruments, promissory notes, chattel paper (whether tangible or electronic) and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities

accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Borrower's books relating to the foregoing; and

(f) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and proceeds of the sale or licensing of Intellectual Property to the extent such proceeds no longer constitute Intellectual Property; but

(g) Notwithstanding the foregoing, the Collateral shall not include (i) any license, contract or agreement to the extent that, but only to the extent that and for so long as, a grant of a security interest therein constitutes (or would constitute) or results (or would result) in the abandonment, invalidation or unenforceability of any right, title or interest of Borrower in such property or results (or would result) in a breach of the terms of, or constitutes (or would constitute) a default under, any such license, contract or agreement or principles of equity or (ii) any Intellectual Property; provided, however, that the Collateral shall include all accounts receivables, accounts, and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the foregoing (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the date hereof, include the Intellectual Property to the extent necessary to permit perfection of Collateral Agent's and each Lender's security interest in the Rights to Payment.

4.2 After-Acquired Property. If Borrower shall at any time acquire a commercial tort claim, as defined in the Code, Borrower shall promptly notify Collateral Agent in writing signed by Borrower of the brief details thereof and grant to Collateral Agent and each Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Collateral Agent.

4.3 Duration of Security Interest. Collateral Agent's and each Lender's security interest in the Collateral shall continue until the payment in full and the satisfaction of all Obligations (other than inchoate indemnification or reimbursement obligations) and termination of Lenders' commitment to fund the Loans, whereupon such security interest shall terminate. Collateral Agent and Lenders shall, at Borrower's sole cost and expense, execute such further documents and take such further actions as may be reasonably necessary to make effective the release contemplated by this Section 4.3, including duly authorizing and delivering termination statements for filing in all relevant jurisdictions under the Code.

4.4 Location and Possession of Collateral. The Collateral (other than laptop computers and other mobile equipment in the possession of Borrower's employees and agents) is and shall remain in the possession of Borrower at its location listed on the cover page hereof or as set forth in the Disclosure Schedule. Borrower shall remain in full possession, enjoyment and control of the Collateral (except only as may be otherwise required by Collateral Agent and Lenders for perfection of its security interest therein) and so long as no Event of Default has occurred that not been waived by Lenders, shall be entitled to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto; provided that the possession, enjoyment, control and use of the Collateral shall at all time be subject to the observance and performance of the terms of this Agreement.

4.5 Delivery of Additional Documentation Required. Borrower shall from time to time execute and deliver to Collateral Agent and Lenders, at the request of Collateral Agent, all financing statements and other documents Collateral Agent may reasonably request, in form satisfactory to Collateral Agent, to perfect and continue Collateral Agent's and each Lender's perfected security interests in the Collateral and in order to consummate fully all of the transactions contemplated under the Loan Documents.

4.6 Right to Inspect. Collateral Agent and each Lender (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during Borrower's usual business hours, to inspect Borrower's books and records and to make copies thereof and to inspect, test, and appraise the Collateral in order to verify Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral.

4.7 Protection of Intellectual Property. Borrower shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property material to Borrower's business and promptly advise Collateral Agent in writing of material infringements thereof, and (ii) not allow any Intellectual Property material to Borrower's business to be abandoned, forfeited or dedicated to the public without Lenders' written consent.

5. Representations and Warranties. Except as set forth in the Disclosure Schedule, Borrower represents and warrants as follows:

5.1 Organization and Qualification. Borrower is a corporation duly organized and validly existing under the laws of its state of incorporation and qualified and licensed to do business in, and is in good standing in, any state in which the conduct of its business or its ownership of Property requires that it be so qualified or in which the Collateral is located, except for such states as to which any failure to so qualify would not have a material adverse effect on Borrower.

5.2 Authority. Borrower has all necessary power and authority to execute, deliver, and perform in accordance with the terms thereof, the Loan Documents to which it is a party. Borrower has all requisite power and authority to own and operate its Property and to carry on its businesses as now conducted. Borrower has obtained all licenses, permits, approvals and other authorizations necessary for the operation of its business.

5.3 Conflict with Other Instruments, etc. Neither the execution and delivery of any Loan Document to which Borrower is a party nor the consummation by Borrower of the transactions therein contemplated nor compliance with the terms, conditions and provisions thereof will conflict with or result in a breach of any of the terms, conditions or provisions of the certificate of incorporation, the by-laws, or any other organizational documents of Borrower or any law or any regulation, order, writ, injunction or decree of any court or governmental instrumentality or any material agreement or instrument to which Borrower is a party or by which it or any of its Property is bound or to which it or any of its Property is subject, or constitute a default by Borrower thereunder or result in the creation or imposition of any Lien on any property of Borrower, other than Permitted Liens.

5.4 Authorization; Enforceability. The execution and delivery of this Agreement, the granting of the security interest in the Collateral, the incurring of the Loans, the execution and delivery of the other Loan Documents to which Borrower is a party and the consummation by Borrower of the transactions herein and therein contemplated have each been duly authorized by all necessary action on the part of Borrower. No authorization, consent, approval, license or exemption of, and no registration, qualification, designation, declaration or filing with, or notice to, any Person is, was or will be necessary to (i) the valid execution and delivery by Borrower of any Loan Document to which Borrower is a party, (ii) the performance of Borrower's obligations under any Loan Document, or (iii) the granting of the security interest in the Collateral, except for filings in connection with the perfection of the security interest in any of the Collateral or the issuance of the Warrant. The Loan Documents have been duly executed and delivered by Borrower and constitute legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity.

5.5 No Prior Encumbrances. Borrower has good and marketable title to the Collateral, free and clear of Liens except for Permitted Liens. Borrower has good title and ownership of, or is licensed under, all of Borrower's current Intellectual Property. Borrower has not received any communications alleging that Borrower has violated, or by conducting its business as proposed, would violate any proprietary rights of any other Person. Borrower has no knowledge of any infringement or violation by it of the intellectual property rights of any third party and has no knowledge of any violation or infringement by a third party of any of its Intellectual Property. The Collateral and the Intellectual Property constitute substantially all of the assets and property of Borrower.

5.6 Name; Location of Chief Executive Office, Principal Place of Business and Collateral. Borrower has not done business under any name other than that specified on the signature page hereof. Borrower's jurisdiction of incorporation, chief executive office, principal place of business, and the place where Borrower maintains its records concerning the Collateral are presently located in the state and at the address set forth on the cover page of this Agreement. The Collateral is presently located at the address set forth on the cover page hereof or as set forth in the Disclosure Schedule.

5.7 Litigation. There are no actions or proceedings pending by or against Borrower before any court or administrative agency in which an adverse decision could reasonably be expected to have a material adverse effect on Borrower or the aggregate value of the Collateral. Borrower does not have knowledge of any such pending or threatened actions or proceedings.

5.8 Financial Statements. All financial statements relating to Borrower or any Affiliate that have been or may hereafter be delivered by Borrower to Lenders present fairly in all material respects Borrower's financial condition as of the date thereof and Borrower's results of operations for the period then ended.

5.9 No Material Adverse Effect. No event has occurred and no condition exists which could reasonably be expected to have a material adverse effect on the financial condition, business or operations of Borrower since December 31, 2011.

5.10 Full Disclosure. No representation, warranty or other statement made by Borrower in any Loan Document (including the Disclosure Schedule), certificate or written statement furnished to any Lender, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such representation, warranty or statements, in light of the circumstances in which they were made, not misleading. There is no fact known to Borrower which materially adversely affects, or which could in the future be reasonably expected to materially adversely affect, its ability to perform its obligations under this Agreement.

5.11 Solvency, Etc. Borrower is Solvent (as defined below) and, after the execution and delivery of the Loan Documents and the consummation of the transactions contemplated thereby, Borrower will be Solvent. "Solvent" means, with respect to any Person on any date, that on such date (a) the fair value of the property of such Person is greater than the fair value of the liabilities (including, without limitation, contingent liabilities) of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital.

5.12 Subsidiaries. Borrower has no Subsidiaries.

5.13 Catastrophic Events; Labor Disputes. Neither Borrower nor its properties is or has been affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or other casualty that could reasonably be expected to have a material adverse effect on the financial condition, business or operations of Borrower. There are no disputes presently subject to grievance procedure, arbitration or litigation under any of the collective bargaining agreements, employment contracts or employee welfare or incentive plans to which Borrower is a party, and there are no strikes, lockouts, work stoppages or slowdowns, or, to the knowledge of Borrower, jurisdictional disputes or organizing activity occurring or threatened which could reasonably be expected to have a material adverse effect on the financial condition, business or operations of Borrower.

5.14 Certain Agreements of Officers, Employees and Consultants.

(a) No Violation. To the knowledge of Borrower, no officer, employee or consultant of Borrower is, or is now expected to be, in violation of any term of any employment contract, proprietary information agreement, nondisclosure agreement, noncompetition agreement or any other material contract or agreement or any restrictive covenant relating to the

right of any such officer, employee or consultant to be employed by Borrower because of the nature of the business conducted or to be conducted by Borrower or relating to the use of trade secrets or proprietary information of others, and to Borrower's knowledge, the continued employment of Borrower's officers, employees and consultants does not subject Borrower to any material liability for any claim or claims arising out of or in connection with any such contract, agreement, or covenant.

(b) No Present Intention to Terminate. To the knowledge of Borrower, no officer of Borrower, and no employee or consultant of Borrower whose termination, either individually or in the aggregate, could reasonably be expected to have a material adverse effect on the financial condition, business or operations of Borrower, has any present intention of terminating his or her employment or consulting relationship with Borrower.

5.15 No Plan Assets. Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101. In addition, (a) Borrower is not a "governmental plan" within the meaning of Section 3(32) of ERISA and (b) transactions by or with Borrower are not subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans similar to the provisions of Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, currently in effect, which prohibit or otherwise restrict the transactions contemplated by this Agreement.

5.16 Embargoed Person. To Borrower's knowledge, as of the date hereof and at all times throughout the term of the Loans, including after giving effect to any transfers of interests permitted pursuant to the Loan Documents, (a) none of the funds or other assets of Borrower or of any of its Subsidiaries constitute (or will constitute) property of, or are (or will be) beneficially owned, directly or indirectly, by any Person or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in the respective party (whether directly or indirectly) is prohibited by applicable law or the Loans made by Lenders are in violation of applicable law ("Embargoed Person"); (b) no Embargoed Person has (or will have) any interest of any nature whatsoever in Borrower or in its Subsidiaries, with the result that the investment in the respective party (whether directly or indirectly), is prohibited by applicable law or the Loans are in violation of applicable law; and (c) none of the funds of Borrower or of its Subsidiaries have been (or will be) derived from any unlawful activity with the result that the investment in the respective party (whether directly or indirectly), is prohibited by applicable law or the Loans are in violation of applicable law.

5.17 Bank Holding Company. Borrower is not a "bank holding company" or a direct or indirect subsidiary of a "bank holding company" as defined in the Bank Holding Company Act of 1956, as amended, and Regulation Y thereunder of the Board of Governors of the Federal Reserve System.

6. Affirmative Covenants. Borrower, until the full and complete payment of the Obligations, covenants and agrees that:

6.1 Good Standing. Borrower shall maintain its corporate existence and its good standing in its jurisdiction of incorporation and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a material adverse effect on the financial condition, operations or business of Borrower. Borrower shall maintain in force all licenses, approvals and agreements, the loss of which could reasonably be expected to have a material adverse effect on its financial condition, operations or business.

6.2 Government Compliance. Borrower shall comply with all statutes, laws, ordinances and government rules and regulations to which it is subject, noncompliance with which could reasonably be expected to materially adversely affect the financial condition, operations or business of Borrower.

6.3 Financial Statements, Reports, Certificates. Borrower shall deliver to Lenders: (a) as soon as available, but in any event within thirty (30) days after the end of each month, a company prepared balance sheet, income statement and cash flow statement covering Borrower's operations during such period, certified by Borrower's president, chief executive officer, treasurer or chief financial officer (each, a "Responsible Officer"); (b) as soon as available, but in any event within one hundred eighty (180) days after the end of Borrower's fiscal year, audited financial statements of Borrower prepared in accordance with GAAP, together with an unqualified opinion on such financial statements of a nationally recognized or other independent public accounting firm reasonably acceptable to Lenders; and (c) as soon as available, but in any event within ninety (90) days after the end of Borrower's fiscal year or the date of Borrower's board of directors' adoption, Borrower's operating budget and plan for the next fiscal year; and (d) such other financial information as Lenders may reasonably request from time to time. From and after such time as Borrower becomes a publicly reporting company, promptly as they are available and in any event: (x) at the time of filing of Borrower's Form 10-K with the Securities and Exchange Commission after the end of each fiscal year of Borrower, the financial statements of Borrower filed with such Form 10-K; and (y) at the time of filing of Borrower's Form 10-Q with the Securities and Exchange Commission after the end of each of the first three fiscal quarters of Borrower, the financial statements of Borrower filed with such Form 10-Q. In addition, Borrower shall deliver to Lenders (i) promptly upon becoming available, copies of all statements, reports and notices sent or made available generally by Borrower to its security holders; and (ii) promptly upon receipt of notice thereof, a report of any material legal actions pending or threatened against Borrower or the commencement of any action, proceeding or governmental investigation involving Borrower is commenced that is reasonably expected to result in damages or costs to Borrower of Two Hundred Fifty Thousand Dollars ($250,000).

6.4 Certificates of Compliance. Each time financial statements are furnished pursuant to Section 6.3 above, Borrower shall deliver to Lenders an Officer's Certificate signed by a Responsible Officer in the form of, and certifying to the matters set forth in Exhibit E hereto.

6.5 Notice of Defaults. As soon as possible, and in any event within five (5) days after the discovery of a Default or an Event of Default, Borrower shall provide Lenders with an Officer's Certificate setting forth the facts relating to or giving rise to such Default or Event of Default and the action which Borrower proposes to take with respect thereto.

6.6 Taxes. Borrower shall make due and timely payment or deposit of all federal, state, and local taxes, assessments, or contributions required of it by law or imposed upon any Property belonging to it, and will execute and deliver to Lenders, on demand, appropriate certificates attesting to the payment or deposit thereof; and Borrower will make timely payment or deposit of all tax payments and withholding taxes required of it by applicable laws, including those laws concerning F.I.C.A., F.U.T.A., state disability, and local, state, and federal income taxes, and will, upon request, furnish Lenders with proof satisfactory to Lenders indicating that Borrower has made such payments or deposits; provided that Borrower need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings which suspend the collection thereof (provided that such proceedings do not involve any substantial danger of the sale, forfeiture or loss of any material item of Collateral or Collateral which in the aggregate is material to Borrower and that Borrower has adequately bonded such amounts or reserves sufficient to discharge such amounts have been provided on the books of Borrower).

6.7 Use; Maintenance. Borrower shall keep and maintain all items of equipment and other similar types of personal property that form any significant portion or portions of the Collateral in good operating condition and repair and shall make all necessary replacements thereof and renewals thereto so that the value and operating efficiency thereof shall at all times be maintained and preserved. Borrower shall not permit any such material item of Collateral to become a fixture to real estate or an accession to other personal property, without the prior written consent of Lenders. Borrower shall not permit any such material item of Collateral to be operated or maintained in violation of any applicable law, statute, rule or regulation. With respect to items of leased equipment (to the extent Collateral Agent or any Lender has any security interest in any residual Borrower's interest in such equipment under the lease), Borrower shall keep, maintain, repair, replace and operate such leased equipment in accordance with the terms of the applicable lease.

6.8 Insurance. Borrower shall keep its business and the Collateral insured for risks and in amounts, as Lenders may reasonably request. Insurance policies shall be in a form, with companies, and in amounts that are satisfactory to Lenders. All property policies shall have a lender's loss payable endorsement showing Collateral Agent as an additional loss payee and all liability policies shall show Collateral Agent as an additional insured and all policies shall provide that the insurer must give Collateral Agent at least thirty (30) days notice before canceling its policy. At Collateral Agent's request, Borrower shall deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any property policy shall, at Collateral Agent's option, be payable to Collateral Agent, for the benefit of Lenders, on account of the Obligations. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Borrower shall have the option of applying the proceeds of any property policy, toward the replacement or repair of destroyed or damaged property; provided that (i) any such replaced or repaired property (a) shall be of equal or like value as the replaced or repaired Collateral and (b) shall be deemed Collateral in which Collateral Agent and Lenders

have been granted a first priority security interest and (ii) after the occurrence and during the continuation of an Event of Default all proceeds payable under such property policy shall, at the option of Collateral Agent, be payable to Collateral Agent, for the benefit of Lenders, on account of the Obligations. If Borrower fails to obtain insurance as required under Section 6.8 or to pay any amount or furnish any required proof of payment to third persons and Collateral Agent, Collateral Agent may make all or part of such payment or obtain such insurance policies required in Section 6.8, and take any action under the policies Collateral Agent deems prudent. On or prior to the first Funding Date and prior to each policy renewal, Borrower shall furnish to Collateral Agent certificates of insurance or other evidence satisfactory to Collateral Agent that insurance complying with all of the above requirements is in effect.

6.9 Security Interest. Assuming the proper filing of one or more financing statement(s) identifying the Collateral with the proper state and/or local authorities, the security interests in the Collateral granted to Collateral Agent and Lenders pursuant to this Agreement (i) constitute and will continue to constitute first priority security interests (except to the extent any Permitted Liens may have a superior priority to Collateral Agent's and Lenders' Lien under this Agreement) and (ii) are and will continue to be superior and prior to the rights of all other creditors of Borrower (except to the extent of such Permitted Liens).

6.10 Further Assurances. At any time and from time to time Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Lenders to make effective the purposes of this Agreement, including without limitation, the continued perfection and priority of Collateral Agent's and Lenders' security interest in the Collateral.

6.11 Subsidiaries. Borrower, upon Collateral Agent or any Lender's request, shall cause any Subsidiary of Borrower to provide Collateral Agent and each Lender with a guaranty of the Obligations and a security interest in such Subsidiary's assets to secure such guaranty.

6.12 Sale of Equity Securities. Borrower shall, within forty-five (45) days after the date of this Agreement, provide Lenders with evidence reasonably satisfactory to Lenders that Borrower has received cash proceeds of not less than Ten Million Dollars ($10,000,000) from the sale of Borrower's Series AA Preferred Stock, which amount shall be inclusive of the proceeds received by Borrower in satisfaction of the condition set forth in Section 3.2(f) of this Agreement.

7. Negative Covenants. Borrower, until the full and complete payment of the Obligations, covenants and agrees that Borrower shall not:

7.1 Chief Executive Office. Change its name, jurisdiction of incorporation, chief executive office, principal place of business or any of the items set forth in Section 1 of the Disclosure Schedule without thirty (30) days prior written notice to Lenders.

7.2 Collateral Control. Subject to its rights under Sections 4.4 and 7.4, remove any items of Collateral from Borrower's facility located at the address set forth on the cover page hereof or as set forth on the Disclosure Schedule.

7.3 Liens. Create, incur, allow or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or permit any Collateral not to be subject to the first priority security interest granted herein (except for Permitted Liens that are permitted by the terms of this Agreement to have priority to Lender's Lien), or enter into any agreement, document, instrument or other arrangement (except with or in favor of Lenders) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower or any Subsidiary from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or any Subsidiary's Intellectual Property, except as otherwise permitted in Section 7.4 hereof and the definition of "Permitted Liens" herein.

7.4 Other Dispositions of Collateral. Convey, sell, lease or otherwise dispose of all or any part of the Collateral to any Person (collectively, a "Transfer"), except for: (i) Transfers of inventory in the ordinary course of business; (ii) Transfers of worn-out, obsolete or surplus equipment; or (iii) Transfers permitted under subclause (f) of the definition of Permitted Liens with respect to Collateral.

7.5 Distributions. (i) Pay any dividends or make any distributions on its Equity Securities; (ii) purchase, redeem, retire, defease or otherwise acquire for value any of its Equity Securities (other than repurchases pursuant to the terms of employee stock purchase plans, employee restricted stock agreements or similar arrangements in an aggregate amount not to exceed One Hundred Thousand Dollars ($100,000) in any fiscal year of Borrower); (iii) return any capital to any holder of its Equity Securities as such; (iv) make any distribution of assets, Equity Securities, obligations or securities to any holder of its Equity Securities as such; or (v) set apart any sum for any such purpose; provided, however, Borrower may pay dividends payable solely in Borrower's common stock.

7.6 Mergers or Acquisitions. Merge or consolidate with or into any other Person or acquire all or substantially all of the capital stock or assets of another Person.

7.7 Change in Business or Ownership. Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower or reasonably related thereto or have a material change in its ownership of greater than forty-nine percent (49%) (other than by the sale by Borrower of Borrower's Equity Securities in a public offering or to venture capital or private equity investors so long as Borrower identifies to Lenders the venture capital investors prior to the closing of the investment).

7.8 Transactions With Affiliates/Subsidiaries. (i) Enter into any contractual obligation with any Affiliate or engage in any other transaction with any Affiliate except upon terms at least as favorable to Borrower as an arms-length transaction with Persons who are not Affiliates of Borrower or (ii) create a Subsidiary, unless, at Collateral Agent's and each Lender's election, any such Subsidiary guarantees the Obligations and grants a security interest in its assets to secure such guaranty.

7.9 Indebtedness Payments. (i) Prepay, redeem, purchase, defease or otherwise satisfy in any manner prior to the scheduled repayment thereof any Indebtedness for borrowed

money (other than amounts due or permitted to be prepaid under this Agreement) or lease obligations, (ii) amend, modify or otherwise change the terms of any Indebtedness for borrowed money or lease obligations so as to accelerate the scheduled repayment thereof or (iii) repay any notes to officers, directors or shareholders.

7.10 Indebtedness. Create, incur, assume or permit to exist any Indebtedness except Permitted Indebtedness.

7.11 Investments. Make any Investment except for Permitted Investments.

7.12 Compliance.

(a) Become (i) an "investment company" or a company controlled by an "investment company" under the Investment Company Act of 1940 or undertake as one of its important activities extending credit to purchase or carry margin stock, or use the proceeds of any Loan for that purpose; (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 2005, as amended; (iii) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money; or fail to meet the minimum funding requirements of the Employment Retirement Income Security Act of 1974, and its regulations, as amended from time to time ("ERISA"), permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could reasonably be expected to have a material adverse effect on Borrower's business or operations or could reasonably be expected to cause a material adverse change, or permit any of its Subsidiaries to do so.

(b) Lenders hereby notify Borrower that pursuant to the requirements of Anti-Terrorism Laws, and each Lender's policies and practices, Lenders are required to obtain, verify and record certain information and documentation that identifies Borrower and its principals, which information includes the name and address of Borrower and its principals and such other information that will allow Lenders to identify such party in accordance with Anti-Terrorism Laws. Borrower will not, nor will Borrower permit any Subsidiary or Affiliate to, directly or indirectly, knowingly enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists. Borrower shall promptly notify each Lender if Borrower has knowledge that Borrower or any Subsidiary or Affiliate is listed on the OFAC Lists or (a) is convicted on, (b) pleads *nolo contendere* to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Borrower will not, nor will Borrower permit any Subsidiary or Affiliate to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

7.13 Maintenance of Accounts. (i) Maintain any deposit account or account holding securities owned by Borrower except accounts with respect to which Collateral Agent is able to take such actions as it deems necessary to obtain a perfected security interest in such accounts through one or more Account Control Agreements; or (ii) grant or allow any other Person (other than Collateral Agent and Lenders) to perfect a security interest in, or enter into any agreements with any Persons (other than Collateral Agent and Lenders) accomplishing perfection via control as to, any of its deposit accounts or accounts holding securities.

7.14 Negative Pledge Regarding Intellectual Property. Create, incur, assume or suffer to exist any Lien of any kind upon any Intellectual Property or Transfer any Intellectual Property, whether now owned or hereafter acquired, other than licenses (which may be exclusive as to limited fields of use, geographic territories and/or time periods) of Intellectual Property entered into in the ordinary course of business.

8. Events of Default. Any one or more of the following events shall constitute an "Event of Default" by Borrower under this Agreement:

8.1 Failure to Pay. If Borrower fails to pay when due and payable or when declared due and payable in accordance with the Loan Documents: (i) any Scheduled Payment on the relevant Payment Date or on the relevant Maturity Date, or (ii) any other portion of the Obligations within five (5) days after receipt of written notice from Lenders that such payment is due.

8.2 Certain Covenant Defaults. If Borrower fails to perform any obligation under Section 6.8 or violates any of the covenants contained in Section 7 of this Agreement.

8.3 Other Covenant Defaults. If Borrower fails or neglects to perform, keep, or observe any other material term, provision, condition, covenant, or agreement contained in this Agreement (other than as set forth in Sections 8.1, 8.2 or 8.4 through 8.14), in any of the other Loan Documents and Borrower has failed to cure such default within fifteen (15) days of the occurrence of such default. During this fifteen (15) day period, the failure to cure the default is not an Event of Default (but no Loan will be made during the cure period).

8.4 Material Adverse Change. If there occurs a material adverse change in Borrower's business, or if there is a material impairment of the prospect of repayment when due of any portion of the Obligations owing to Lenders or a material impairment of the value or priority of Collateral Agent's or any Lender's security interest in the Collateral.

8.5 Intentionally Omitted.

8.6 Seizure of Assets, Etc. If any material portion of Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or Person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of Borrower's assets, or if a notice of lien, levy, or assessment is filed of record with respect to any of Borrower's assets

by the United States Government, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within ten (10) days after Borrower receives notice thereof; provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by Borrower.

8.7 Service of Process. The service of process upon a Lender seeking to attach by a trustee or other process any funds of the Borrower on deposit or otherwise held by such Lender, or the delivery upon a Lender of a notice of foreclosure by any Person seeking to attach or foreclose on any funds of the Borrower on deposit or otherwise held by such Lender, or the delivery of a notice of foreclosure or exclusive control to any entity holding or maintaining Borrower's deposit accounts or accounts holding securities by any Person (other than a Lender) seeking to foreclose or attach any such accounts or securities.

8.8 Default on Indebtedness. One or more defaults shall exist under any agreement with any third party or parties which consists of the failure to pay any Indebtedness at maturity or which results in a right by such third party or parties, whether or not exercised, to accelerate the maturity of Indebtedness in an aggregate amount in excess of Two Hundred Fifty Thousand Dollars ($250,000) or a default shall exist under any financing agreement with Lenders or any of a Lender's Affiliates.

8.9 Judgments. If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least Two Hundred Fifty Thousand Dollars ($260,000) shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of ten (10) days or more.

8.10 Misrepresentations. If any material misrepresentation or material misstatement exists now or hereafter in any warranty, representation, statement, certification, or report made to Collateral Agent or a Lender by Borrower or any officer, employee, agent, or director of Borrower.

8.11 Breach of Warrant. If Borrower shall breach any material term of the Warrant.

8.12 Unenforceable Loan Document. If any Loan Document shall in any material respect cease to be, or Borrower shall assert that any Loan Document is not, a legal, valid and binding obligation of Borrower enforceable in accordance with its terms.

8.13 Involuntary Insolvency Proceeding. If a proceeding shall have been instituted in a court having jurisdiction in the premises seeking a decree or order for relief in respect of Borrower in an involuntary case under any applicable bankruptcy, insolvency, liquidation, administration or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee (or similar official) of Borrower or for any substantial part of its Property, or for the winding-up or liquidation of its affairs, and such proceeding shall remain undismissed or unstayed and in effect for a period of sixty (60) consecutive days or such court shall enter a decree or order granting the relief sought in such proceeding.

8.14 Voluntary Insolvency Proceeding. If Borrower shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian (or other similar official) of Borrower or for any substantial part of its Property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing.

9. Lenders' Rights and Remedies.

9.1 Rights and Remedies. Upon the occurrence and during the continuance of any Event of Default described in Section 8.13 or Section 8.14, or upon the occurrence of any other Event of Default that has not been waived by Lenders, Lenders shall not have any further obligation to advance money or extend credit to or for the benefit of Borrower. In addition, upon the occurrence of an Event of Default that has not been waived by Lenders, Collateral Agent and Lenders shall have the rights, options, duties and remedies of a secured party as permitted by law and, in addition to and without limitation of the foregoing, Collateral Agent or Lenders may, at their election, without notice of election and without demand, do any one or more of the following, to the extent not prohibited by applicable law, all of which are authorized by Borrower:

(a) Acceleration of Obligations. Declare all Obligations, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, including (i) any accrued and unpaid interest, (ii) the amounts which would have otherwise come due under Section 2.3(b)(ii) if the Loans had been voluntarily prepaid, (iii) the unpaid principal balance of the Loans and (iv) all other sums, if any, that shall have become due and payable hereunder, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 8.13 or 8.14 all Obligations shall become immediately due and payable without any action by Lenders);

(b) Protection of Collateral. Make such payments and do such acts as Collateral Agent considers necessary or reasonable to protect Collateral Agent's and Lenders' security interest in the Collateral. Borrower agrees to assemble the Collateral if Collateral Agent so requires and to make the Collateral available to Collateral Agent as Collateral Agent may designate that is reasonably convenient to Collateral Agent and Borrower. Borrower authorizes Collateral Agent and its designees and agents to peaceably enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any Lien which in Collateral Agent's determination appears or is claimed to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to any of Borrower's owned premises, Borrower hereby grants Collateral Agent a license to enter into possession of such premises and to occupy the same, without charge by Borrower, for up to one hundred twenty (120) days in order to exercise any of Collateral Agent's and Lenders' rights or remedies provided herein, at law, in equity, or otherwise;

(c) Preparation of Collateral for Sale. Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral. Collateral Agent and its agents and any purchasers at or after foreclosure are hereby granted a non-exclusive, irrevocable, perpetual, fully paid, royalty-free license or other right, solely pursuant to the provisions of this Section 9.1, to use, without charge, Borrower's Intellectual Property, including without limitation, labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any Property of a similar nature, now or at any time hereafter owned or acquired by Borrower or in which Borrower now or at any time hereafter has any rights; provided that such license shall only be exercisable in connection with the disposition of Collateral upon Lenders' exercise of their remedies hereunder;

(d) Sale of Collateral. Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Borrower's premises) as Lenders determine are commercially reasonable; and

(e) Purchase of Collateral. Credit bid and purchase all or any portion of the Collateral at any public sale.

Any deficiency that exists after disposition of the Collateral as provided above will be paid promptly by Borrower.

9.2 Set Off Right. Lenders may set off and apply to the Obligations then due any and all indebtedness at any time owing to or for the credit or the account of Borrower or any other assets of Borrower in Collateral Agent or a Lender's possession or control.

9.3 Effect of Sale. Upon the occurrence of an Event of Default that has not been waived by Lenders, to the extent permitted by law, Borrower covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Collateral or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, except as to rights expressly provided herein, hereby expressly waives for itself and on behalf of each and every Person, except decree or judgment creditors of Borrower, acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Agreement, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to Collateral Agent or Lenders, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Borrower in and to the Property sold, and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against any and all Persons claiming the Property sold or any part thereof under, by or through Borrower, its successors or assigns.

9.4 Power of Attorney in Respect of the Collateral. Borrower does hereby irrevocably appoint Collateral Agent (which appointment is coupled with an interest), the true and lawful attorney in fact of Borrower with full power of substitution, for it and in its name to file any notices of security interests, financing statements and continuations and amendments thereof pursuant to the Code or federal law, as may be necessary to perfect, or to continue the perfection of Collateral Agent's and each Lender's security interests in the Collateral. Borrower does hereby irrevocably appoint Collateral Agent (which appointment is coupled with an interest) on the occurrence of an Event of Default that has not been waived by Lenders, the true and lawful attorney in fact of Borrower with full power of substitution, for it and in its name: (a) to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all rents, issues, profits, avails, distributions, income, payment draws and other sums in which a security interest is granted under Section 4 with full power to settle, adjust or compromise any claim thereunder as fully as if Collateral Agent were Borrower itself; (b) to receive payment of and to endorse the name of Borrower to any items of Collateral (including checks, drafts and other orders for the payment of money) that come into Collateral Agent or any Lender's possession or under Collateral Agent's or any Lender's control; (c) to make all demands, consents and waivers, or take any other action with respect to, the Collateral; (d) in Collateral Agent's discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Borrower or otherwise, which Collateral Agent may reasonably deem necessary or appropriate to protect and preserve the right, title and interest of Collateral Agent and Lenders in and to the Collateral; (e) endorse Borrower's name on any checks or other forms of payment or security; (f) sign Borrower's name on any invoice or bill of lading for any account or drafts against account debtors; (g) make, settle, and adjust all claims under Borrower's insurance policies; (h) settle and adjust disputes and claims about the accounts directly with account debtors, for amounts and on terms Collateral Agent determines reasonable; (i) transfer the Collateral into the name of Collateral Agent, a Lender or a third party as the Code permits; and (j) to otherwise act with respect thereto as though Collateral Agent were the outright owner of the Collateral.

9.5 Lender's Expenses. If Borrower fails to pay any amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then Collateral Agent may do any or all of the following: (a) make payment of the same or any part thereof; or (b) obtain and maintain insurance policies of the type discussed in Section 6.8 of this Agreement, and take any action with respect to such policies as Collateral Agent deems prudent. Any amounts paid or deposited by Collateral Agent shall constitute Lender's Expenses, shall be immediately due and payable, shall bear interest at the Default Rate and shall be secured by the Collateral. Any payments made by Collateral Agent shall not constitute an agreement by Collateral Agent to make similar payments in the future or a waiver by Collateral Agent or any Lender of any Event of Default under this Agreement. Borrower shall pay all reasonable fees and expenses, including without limitation, Lender's Expenses, incurred by Collateral Agent or any Lender in the enforcement or attempt to enforce any of the Obligations hereunder not performed when due.

9.6 Remedies Cumulative. Collateral Agent's and each Lender's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Collateral Agent and each Lender shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Collateral Agent or any Lender of one right or remedy shall be deemed an election, and no waiver by Collateral Agent or any Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Collateral Agent or any Lender shall constitute a waiver, election, or acquiescence by it.

9.7 Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Collateral Agent or any Lender, at the time of, or received by Collateral Agent or any Lender after the occurrence of an Event of Default hereunder that has not been waived by Lenders) shall be paid to and applied as follows:

(a) First, to the payment of out-of-pocket costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Collateral Agent or any Lender, including, without limitation, Lender's Expenses;

(b) Second, to the payment to Lenders of the amount then owing or unpaid on the Loans for any accrued and unpaid interest, the amounts which would have otherwise come due under Section 2.3(b)(ii), if the Loans had been voluntarily prepaid, the principal balance of the Loans, and all other Obligations with respect to the Loans (provided, however, if such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Loans, then to the unpaid interest thereon, then to the amounts which would have otherwise come due under Section 2.3(b)(ii), if the Loans had been voluntarily prepaid, then to the principal balance of the Loans, and then to the payment of other amounts then payable to Lenders under any of the Loan Documents); and

(c) Third, to the payment of the surplus, if any, to Borrower, its successors and assigns, or to the Person lawfully entitled to receive the same.

9.8 Reinstatement of Rights. If Collateral Agent or any Lender shall have proceeded to enforce any right under this Agreement or any other Loan Document by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case (unless otherwise ordered by a court of competent jurisdiction), Collateral Agent and Lenders shall be restored to their former position and rights hereunder with respect to the Property subject to the security interest created under this Agreement.

10. Waivers; Indemnification.

10.1 Demand; Protest. Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Lenders on which Borrower may in any way be liable.

10.2 Lender's Liability for Collateral. So long as Collateral Agent and Lenders comply with its obligations, if any, under the Code, Collateral Agent and Lenders shall not in any way or manner be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage thereto occurring or arising in any manner or fashion from any cause other than Collateral Agent's or any Lender's gross negligence or willful misconduct; (c) any diminution in the value thereof; or (d) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person whomsoever. All risk of loss, damage or destruction of the Collateral shall be borne by Borrower.

10.3 Indemnification and Waiver. Whether or not the transactions contemplated hereby shall be consummated:

(a) General Indemnity. Borrower agrees upon demand to pay or reimburse Collateral Agent and Lenders for all liabilities, obligations and out-of-pocket expenses, including Lender's Expenses and reasonable fees and expenses of counsel for Collateral Agent and Lenders from time to time arising in connection with the enforcement or collection of sums due under the Loan Documents, and in connection with any amendment or modification of the Loan Documents or any "work-out" in connection with the Loan Documents. Borrower shall indemnify, reimburse and hold Collateral Agent and Lenders, and each of their respective successors, assigns, agents, attorneys, officers, directors, equity holders, servants, agents and employees (each an "Indemnified Person") harmless from and against all liabilities, losses, damages, actions, suits, demands, claims of any kind and nature (including claims relating to environmental discharge, cleanup or compliance), all costs and expenses whatsoever to the extent they may be incurred or suffered by such Indemnified Person in connection therewith (including reasonable attorneys' fees and expenses), fines, penalties (and other charges of any applicable Governmental Authority), licensing fees relating to any item of Collateral, damage to or loss of use of property (including consequential or special damages to third parties or damages to Borrower's property), or bodily injury to or death of any person (including any agent or employee of Borrower) (each, a "Claim"), directly or indirectly relating to or arising out of the use of the proceeds of the Loans or otherwise, the falsity of any representation or warranty of Borrower or Borrower's failure to comply with the terms of this Agreement or any other Loan Document. The foregoing indemnity shall cover, without limitation, (i) any Claim in connection with a design or other defect (latent or patent) in any item of equipment or product included in the Collateral, (ii) any Claim for infringement of any patent, copyright, trademark or other intellectual property right, (iii) any Claim resulting from the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the premises owned, occupied or leased by Borrower, including any Claims asserted or arising under any Environmental Law, (iv) any Claim for negligence or strict or absolute liability in tort, or (v) any Claim asserted as to or arising under any Account Control Agreement or any Landlord Agreement; provided, however, Borrower shall not indemnify Collateral Agent or any Lender for any liability incurred by Collateral Agent or any Lender as a direct and sole result of Collateral Agent or any Lender's gross negligence or willful misconduct. Such indemnities shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement. Upon Collateral Agent's or any Lender's written demand, Borrower shall assume and diligently

conduct, at its sole cost and expense, the entire defense of Collateral Agent and Lenders, each of its members, partners, and each of their respective, agents, employees, directors, officers, equity holders, successors and assigns against any indemnified Claim described in this Section 10.3(a). Borrower shall not settle or compromise any Claim against or involving Collateral Agent or any Lender without first obtaining Collateral Agent's or such Lender's written consent thereto, which consent shall not be unreasonably withheld.

(b) Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANYWHERE ELSE, BORROWER AGREES THAT IT SHALL NOT SEEK FROM COLLATERAL AGENT OR ANY LENDER UNDER ANY THEORY OF LIABILITY (INCLUDING ANY THEORY IN TORTS), ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

(c) Survival; Defense. The obligations in this Section 10.3 shall survive payment of all other Obligations pursuant to Section 12.8. At the election of any Indemnified Person, Borrower shall defend such Indemnified Person using legal counsel satisfactory to such Indemnified Person in such Person's reasonable discretion, at the sole cost and expense of Borrower. All amounts owing under this Section 10.3 shall be paid within thirty (30) days after written demand.

11. Notices. Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by prepaid nationally recognized overnight courier, or by prepaid facsimile to Borrower, Collateral Agent or any Lender, as the case may be, at their respective addresses set forth below:

If to Borrower:	Inotek Pharmaceuticals Corporation 131 Hartwell Avenue, Suite 105 Lexington, MA 02421 Attention: James G. Ham, Chief Financial Officer Fax: (781) 676-2155 Ph: (781) 676-2115
If to Horizon:	Horizon Technology Finance Corporation 312 Farmington Avenue Farmington, CT 06032 Attention: Legal Department Fax: (860) 676-8655 Ph: (860) 676-8654
If to Fortress	Fortress Credit Co LLC 1345 Avenue of Americas New York, New York 10105 Attention: Constantine Dakolias Fax: (212) 798-6099 Ph: (212) 798-6100

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

12. General Provisions.

12.1 Successors and Assigns. This Agreement and the Loan Documents shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, neither this Agreement nor any rights hereunder may be assigned by Borrower without Lenders' prior written consent, which consent may be granted or withheld in Lenders' sole discretion. Each Lender shall have the right without the consent of or notice to Borrower to sell, transfer, assign, negotiate, or grant participations in all or any part of, or any interest in such Lender's rights and benefits hereunder. Each Lender may disclose the Loan Documents and any other financial or other information relating to Borrower or any Subsidiary to any potential participant or assignee of any of the Loans, provided that such participant or assignee agrees to protect the confidentiality of such documents and information using the same measures that it uses to protect its own confidential information.

12.2 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

12.3 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

12.4 Entire Agreement; Construction; Amendments and Waivers.

(a) Entire Agreement. This Agreement and each of the other Loan Documents dated as of the date hereof, taken together, constitute and contain the entire agreement between Borrower, Collateral Agent and Lenders and supersede any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof. Borrower acknowledges that it is not relying on any representation or agreement made by Collateral Agent, any Lender or any employee, attorney or agent thereof, other than the specific agreements set forth in this Agreement and the Loan Documents.

(b) Construction. This Agreement is the result of negotiations between and has been reviewed by each of Borrower, Collateral Agent and Lenders as of the date hereof and their respective counsel; accordingly, this Agreement shall be deemed to be the product of the parties hereto, and no ambiguity shall be construed in favor of or against Borrower, Collateral Agent or any Lender. Borrower, Collateral Agent and each Lender agree that they intend the literal words of this Agreement and the other Loan Documents and that no parol evidence shall be necessary or appropriate to establish Borrower's, Collateral Agent's or any Lender's actual intentions.

(c) Amendments and Waivers. Any and all discharges or waivers of, or consents to any departures from any provision of this Agreement or of any of the other Loan Documents shall not be effective without the written consent of Lenders. Any and all amendments and modifications of this Agreement or of any of the other Loan Documents shall not be effective without the written consent of Lenders and Borrower. Any waiver or consent with respect to any provision of the Loan Documents shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances. Any amendment, modification, waiver or consent affected in accordance with this Section 12.4 shall be binding upon Collateral Agent, Lenders and on Borrower.

12.5 Reliance by Lender. All covenants, agreements, representations and warranties made herein by Borrower shall be deemed to be material to and to have been relied upon by Collateral Agent and Lenders, notwithstanding any investigation by Lenders.

12.6 No Set-Offs by Borrower. All sums payable by Borrower pursuant to this Agreement or any of the other Loan Documents shall be payable without notice or demand and shall be payable in United States Dollars without set-off or reduction of any manner whatsoever.

12.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts (including signatures delivered by facsimile or other electronic means), each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

12.8 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations or commitment to fund remain outstanding. The obligations of Borrower to indemnify Collateral Agent and Lenders with respect to the expenses, damages, losses, costs and liabilities described in Section 10.3 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Lender have run.

12.9 Collateral Agent and Lenders. Until Borrower receives notice from Collateral Agent or any Lender to the contrary, (i) all payments required to be made by Borrower to Collateral Agent, the Lenders or any Lender under the Loan Documents shall be provided solely to Collateral Agent as agent for the Lenders, (ii) all notices, documents or information required to be provided by Borrower to, Collateral Agent, the Lenders or any Lender under the Loan Documents shall be provided to such party, and (iii) all rights or remedies of Collateral Agent, the Lenders or any Lender under the Loan Documents shall be exercised solely by Collateral Agent as agent for the Lenders.

13. Relationship of Parties. Borrower and Lenders acknowledge, understand and agree that the relationship between Borrower, on the one hand, and Lenders, on the other, is, and at all time shall remain solely that of a borrower and lender. Neither Collateral Agent nor Lenders shall under any circumstances be construed to be a partner or a joint venturer of Borrower or any of its Affiliates; nor shall Collateral Agent or Lenders under any circumstances be deemed to be

in a relationship of confidence or trust or a fiduciary relationship with Borrower or any of its Affiliates, or to owe any fiduciary duty to Borrower or any of its Affiliates. Neither Collateral Agent nor any Lender undertakes or assumes any responsibility or duty to Borrower or any of its Affiliates to select, review, inspect, supervise, pass judgment upon or otherwise inform Borrower or any of its Affiliates of any matter in connection with its or their Property, any Collateral held by Collateral Agent or Lenders or the operations of Borrower or any of its Affiliates. Borrower and each of its Affiliates shall rely entirely on their own judgment with respect to such matters, and any review, inspection, supervision, exercise of judgment or supply of information undertaken or assumed by Collateral Agent or any Lender in connection with such matters is solely for the protection of Collateral Agent and Lenders and neither Borrower nor any Affiliate is entitled to rely thereon.

14. Confidentiality. All information (other than periodic reports filed by Borrower with the Securities and Exchange Commission) disclosed by Borrower to Collateral Agent and Lenders in writing or through inspection pursuant to this Agreement that is marked confidential shall be considered confidential. Collateral Agent and Lenders agree to use the same degree of care to safeguard and prevent disclosure of such confidential information as each such party uses with its own confidential information, but in any event no less than a reasonable degree of care. Neither Collateral Agent nor any Lender shall disclose such information to any third party (other than to Collateral Agent and Lenders' members, partners, attorneys, governmental regulators, or auditors, or to Collateral Agent's and Lenders' subsidiaries and affiliates and prospective transferees and purchasers of the Loans, all subject to the same confidentiality obligation set forth herein or as required by law, regulation, subpoena or other order to be disclosed) and shall use such information only for purposes of evaluation of its investment in Borrower and the exercise of Collateral Agent's and each Lender's rights and the enforcement of its remedies under this Agreement and the other Loan Documents. The obligations of confidentiality shall not apply to any information that (a) was known to the public prior to disclosure by Borrower under this Agreement, (b) becomes known to the public through no fault of Collateral Agent or any Lender, (c) is disclosed to Collateral Agent or any Lender by a third party having a legal right to make such disclosure, or (d) is independently developed by Collateral Agent or any Lender. Notwithstanding the foregoing, Collateral Agent's and each Lender's agreement of confidentiality shall not apply if Collateral Agent or any Lender has acquired indefeasible title to any Collateral or in connection with any enforcement or exercise of Collateral Agent's or Lender's rights and remedies under this Agreement following an Event of Default, including the enforcement of Collateral Agent's or Lender's security interest in the Collateral.

15. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. EACH OF BORROWER, COLLATERAL AGENT AND LENDER HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK. BORROWER, COLLATERAL AGENT AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[Remainder of page intentionally left blank.]

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

BORROWER:
INOTEK PHARMACEUTICALS CORPORATION

By: /s/ James E. Ham III

Name: James E. Ham III

Title: CFO

COLLATERAL AGENT AND LENDER: HORIZON TECHNOLOGY FINANCE CORPORATION

By: /s/ Robert D. Pomeroy, Jr.

Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

LENDER:

FORTRESS CREDIT CO LLC, as a Lender

By: /s/ Glenn P. Cummins

Name: Glenn P. Cummins

Title: Treasurer

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	Disclosure Schedule
Exhibit B	Funding Certificate
Exhibit C	Form of Note
Exhibit D	Form of Legal Opinion
Exhibit E	Form of Officer’s Certificate

EXHIBIT A

DISCLOSURE SCHEDULE

Borrower hereby certifies the following information to Lenders:

Section 1. Information For UCC Financing Statements and Searches and Deposit Accounts and Accounts Holding Securities.

(a) The exact corporate name of Borrower as it appears in its Certificate of Incorporation, as amended to date is: Inotek Pharmaceuticals Corporation.

(b) Borrower's state of incorporation is: Delaware.

(c) The organizational ID number of Borrower from its jurisdiction of incorporation is 3062053.

(d) Borrower's taxpayer identification number is 04-3475813.

(e) The following is a list of all corporate names, dba or trade names used by Borrower in the past five years: Inotek Pharmaceuticals Corporation.

(f) The following is a list of all Subsidiaries of Borrower: None.

(g) The address of Borrower's headquarters and chief executive office is: 131 Hartwell Avenue, 1st Floor, Lexington, MA 02421. The following is a list of all States where Borrower's headquarters and chief executive office has been located in the past five years: Massachusetts.

(h) The following is a list of all States where Borrower's property and assets have been located in the past five years: Massachusetts.

(i) The following is a list of all of Borrower's deposit accounts (bank name, address and account names and numbers): Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054; Inotek Pharmaceuticals Corporation, Account # 3300426104.

(j) The following is a list of all of Borrower's accounts holding securities (broker/bank name, address and account names and numbers): Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054; Inotek Pharmaceuticals Corporation, Account # 19-SV053.

EXHIBIT B

FUNDING CERTIFICATE

The undersigned, being the duly elected and acting of INOTEK PHARMACEUTICALS CORPORATION, a Delaware corporation ("Borrower"), does hereby certify to HORIZON TECHNOLOGY FINANCE CORPORATION ("Horizon") and FORTRESS CREDIT CO LLC ("Fortress" and together with Horizon, the "Lenders") in connection with that certain Venture Loan and Security Agreement dated as of June , 2013 by and among Borrower, Horizon, in its role as Collateral Agent and Lenders (the "Loan Agreement"; with other capitalized terms used below having the meanings ascribed thereto in the Loan Agreement) that:

1. The representations and warranties made by Borrower in Section 5 of the Loan Agreement and in the other Loan Documents are true and correct as of the date hereof.

2. No event or condition has occurred that would constitute a Default or an Event of Default under the Loan Agreement or any other Loan Document.

3. Borrower is in compliance with the covenants and requirements contained in Sections 4, 6 and 7 of the Loan Agreement.

4. All conditions referred to in Section 3 of the Loan Agreement to the making of the Loan to be made on or about the date hereof have been satisfied.

5. No material adverse change in the general affairs results of operations or condition (financial or otherwise) of Borrower, whether or not arising from transactions in the ordinary course of business, has occurred.

6. The proceeds for Loan A and Loan B shall be disbursed as follows:

Disbursement from Horizon:	
Loan Amount	$3,500,000
Less:	
Legal Fees	$
Balance of Commitment Fee	$
Net Proceeds due from Horizon:	$
Disbursement from Fortress:	
Loan Amount	$3,500,000
Less:	
Legal Fees	$
Balance of Commitment Fee	$
Net Proceeds due from Fortress:	$
TOTAL PROCEEDS DUE FROM LENDERS:	$

7. The aggregate net proceeds of Loan A and Loan B in the amount of $ shall be transferred to Borrower's account as follows:

Account Name:
Bank Name:
Bank Address:
Attention:
Telephone:
Account Number:
ABA Number:

Dated: , 2013

BORROWER:
INOTEK PHARMACEUTICALS CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT C

SECURED PROMISSORY NOTE

(Loan A)

$3,500,000 Dated: June , 2013

FOR VALUE RECEIVED, the undersigned, INOTEK PHARMACEUTICALS CORPORATION, a Delaware corporation ("Borrower"), HEREBY PROMISES TO PAY to [HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation/FORTRESS CREDIT CO LLC, a Delaware limited liability company] ("Lender") the principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000) or such lesser amount as shall equal the outstanding principal balance of Loan A (the "Loan") made to Borrower by Lender pursuant to the Loan Agreement (as defined below), and to pay all other amounts due with respect to the Loan on the dates and in the amounts set forth in the Loan Agreement.

Interest on the principal amount of this Note from the date of this Note shall accrue at the Loan Rate or, if applicable, the Default Rate. The Loan Rate for this Note is % per annum based on a year of twelve 30-day months. If the Funding Date is not the first day of the month, interim interest accruing from the Funding Date through the last day of that month shall be paid on the first calendar day of the next calendar month. Commencing , 201 , through and including , 201 , on the first day of each month (each an "Interest Payment Date") Borrower shall make payments of accrued interest only on the outstanding principal amount of the Loan in the amount of Dollars ($). Commencing on , 2011, and continuing on the first day of each month thereafter (each a "Principal and Interest Payment Date" and, collectively with each Interest Payment Date, each a "Payment Date"), Borrower shall make to Lender ( ) equal payments of principal plus accrued interest on the then outstanding principal amount due hereunder each in the amount of Dollars ($). On October 1, 2016, or the earlier repayment in full of the Loan, Borrower shall make a payment of One Hundred Five Thousand and 00/100 Dollars ($105,000) to Lender (the "Final Payment"). If not sooner paid, all outstanding amounts hereunder and under the Loan Agreement shall become due and payable on October 1, 2016.

Principal, interest and all other amounts due with respect to the Loan, are payable in lawful money of the United States of America to Lender as set forth in the Loan Agreement. The principal amount of this Note and the interest rate applicable thereto, and all payments made with respect thereto, shall be recorded by Lender and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Note.

This Note is referred to in, and is entitled to the benefits of, the Venture Loan and Security Agreement dated as of the date hereof by and between Borrower and Lender (the "Loan Agreement"). The Loan Agreement, among other things, (a) provides for the making of a secured Loan to Borrower, and (b) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

This Note may not be prepaid, except as set forth in Section 2.3 of the Loan Agreement.

This Note and the obligation of Borrower to repay the unpaid principal amount of the Loan, interest on the Loan and all other amounts due Lender under the Loan Agreement is secured under the Loan Agreement.

Presentment for payment, demand, notice of protest and all other demands and notices of any kind in connection with the execution, delivery, performance and enforcement of this Note are hereby waived.

Borrower shall pay all reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by Lender in the enforcement or attempt to enforce any of Borrower's obligations hereunder not performed when due.

Any reference herein to Lender shall be deemed to include and apply to every subsequent holder of this Note. Reference is made to the Loan Agreement for provisions concerning optional and mandatory prepayments, Collateral, acceleration and other material terms affecting this Note.

This Note shall be governed by and construed under the laws of the State of New York (without reference to choice of law doctrine but with reference to Section 5-1401 of the New York General Obligations Law, which by its terms applies to this Note) whose laws Borrower expressly elect to apply to this Note. Borrower agrees that any action or proceeding brought to enforce or arising out of this Note may be commenced in the Supreme Court of the State of New York, Borough of Manhattan, or in the District Court of the United States for the Southern District of New York.

IN WITNESS WHEREOF, Borrower has caused this Note to be duly executed by one of its officers thereunto duly authorized on the date hereof.

BORROWER:
INOTEK PHARMACEUTICALS CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT D

ITEMS TO BE COVERED BY OPINION OF BORROWER'S COUNSEL

[in standard GP form]

1. Borrower is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified and authorized to do business in the State of Massachusetts.

2. Borrower has the full corporate power, authority and legal right, and has obtained all necessary approvals, consents and given all notices to execute and deliver the Loan Documents and perform the terms thereof.

3. The Loan Documents have been duly authorized, executed and delivered by Borrower and constitute valid, legal and binding agreements, and are enforceable in accordance with their terms.

4. To our knowledge, there is no action, suit, audit, investigation, proceeding or patent claim pending or threatened against Borrower in any court or before any governmental commission, agency, board or authority which might have a material adverse effect on the business, condition or operations of Borrower or the ability of Borrower to perform its obligations under the Loan Documents.

5. The Shares (as defined in the Warrant) issuable pursuant to exercise or conversion of the Warrant have been duly authorized and reserved for issuance by Borrower and, when issued in accordance with the terms thereof, will be validly issued, fully paid and nonassessable.

6. The shares of Common Stock issuable upon conversion of the Shares have been duly authorized and reserved and, when issued in accordance with the terms of Borrower's Certificate of Incorporation, as amended, will be validly issued, fully paid and nonassessable.

7. The execution and delivery of the Loan Documents are not, and the issuance of the Shares upon exercise of the Warrant in accordance with the terms thereof will not be, inconsistent with Borrower's Certificate of Incorporation, as amended, or Bylaws, do not and will not contravene any law, governmental rule or regulation, judgment or order applicable to Borrower, and do not and will not conflict with or contravene any provision of, or constitute a default under, any indenture, mortgage, contract or other agreement or instrument of which Borrower is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration or filing with or the taking of any action in respect of or by, any federal, state or local government authority or agency or other person, except for the filing of notices pursuant to federal and state securities laws, which filings will be effected by the time required thereby.

EXHIBIT E

FORM OF OFFICER'S CERTIFICATE

TO: HORIZON TECHNOLOGY FINANCE CORPORATION

Reference is made to the Venture Loan and Security Agreement dated as of , 2013 (as it may be amended from time to time, the "Loan Agreement") by and among INOTEK PHARMACEUTICALS CORPORATION ("Borrower"), HORIZON TECHNOLOGY FINANCE CORPORATION, as Collateral Agent and a Lender ("Horizon") and FORTRESS CREDIT CO LLC ("Fortress" and together with Horizon, "Lenders"). Unless otherwise defined herein, capitalized terms have the meanings given such terms in the Loan Agreement. The undersigned Responsible Officer of Borrower hereby certifies to Lender that:

1. No Event of Default or Default has occurred under the Loan Agreement that has not been waived by Lenders. (If a Default or Event of Default has occurred that has not been waived by Lenders, specify the nature and extent thereof and the action Borrower proposes to take with respect thereto.)

2. The information provided in Section 1 of the Disclosure Schedule is currently true and accurate, except as noted below.

3. Borrower is in compliance with the provisions of Sections 4, 6 and 7 of the Loan Agreement, except as noted below.

4. Attached herewith are the [monthly financial statements pursuant to Section 6.3(a) of the Loan Agreement/annual audited financial statements pursuant to Section 6.3(b) of the Loan Agreement]. These have been prepared in accordance with GAAP and are consistent from one period to the next except as noted below.

NOTES TO ABOVE CERTIFICATIONS:

_____

_____

BORROWER:
INOTEK PHARMACEUTICALS CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 10.8

LEASE

Landlord:
Farley White Kilnbrook Three, LLC

Tenant:
Inotek Pharmaceuticals Corporation

Date of Lease: May 11th, 2012

TABLE OF CONTENTS

EXHIBITS

There are attached hereto and incorporated as a part of this Lease:

EXHIBIT A - Premises
EXHIBIT B - List of Cleaning Services
EXHIBIT C - intentionally omitted

ARTICLE I DEMISING CLAUSE AND DEFINED TERMS

1.1 Demising Clause. This lease (the "Lease") is made and entered into by and between the Landlord and the Tenant, as defined below, as of the Date of Lease. In consideration of the mutual covenants made herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises as defined below, on ail of the terms and conditions set forth herein.

1.2 Defined Terms. The terms listed below shall have the following meanings throughout this Lease:

(a) "LANDLORD": Farley White Kilnbrook Three, LLC

(b) "LANDLORD'S ADDRESS": c/o Farley White Management Company
155 Federal Street, 18th Floor, Boston, MA 02110

(c) "TENANT": Inotek Pharmaceuticals Corporation, a Delaware corporation.

(d) "TENANT'S ADDRESS": 33 Hayden Avenue, 2nd Floor, Lexington, MA 02421

(e) "BUILDING": The 77,966 RSF building known as Kiln Brook 111 located at 131 Hartwell Avenue in Lexington, MA.

(f) "PROPERTY": The Building and the legal parcel (the "Lot") on which it is situated.

(g) "PREMISES": A portion of the 1st Floor of the Building as shown on Exhibit A.

(h) "RENTABLE SQUARE FEET IN THE PREMISES": 2,440 Rentable Square Feet (RSF).

(i) "TENANT'S PERCENTAGE": 3.13% which is based on the 2,440 Rentable Square Feet (RSF) the Premises over the total RSF of the Building and shall be adjusted if the RSF of the Building shall increase or decrease.

(j) "SCHEDULED COMMENCEMENT DATE": June 1, 2012

(k) "TERM": The period beginning on the Commencement Date (as defined in Section 2.2(a) of the Lease) and ending on June 30, 2013.

(1) "BASE RENT":

June 1, 2012 - June 30, 2012:	Free Rent
July 1, 2012 - June 30, 2013:	$51,240.00 per annum; $4,279.00 per month; $21.00 per RSF.

(m) "EXPENSE BASE": The sum of Operating Expenses allocable to the Premises during calendar year 2012, and the Taxes allocable to the Premises during tax calendar year 2013.

(n) "PERMITTED USES": General office

(o) "BROKER(S)": Richards Barry Joyce & Partners

(p) "SECURITY DEPOSIT": Security deposit is one month's rent or $4;279.00

ARTICLE II PREMISES AND TERM

2.1 The Premises. Common Areas and Parking.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. The Premises leased hereby are comprised of the space shown on Exhibit A. The Premises extend from the top surface of the subfloor to the bottom surface of the ceiling, but do not include exterior faces of exterior walls and exterior window glass, anything beyond the interior face of demising walls, and pipes, ducts, conduits, wires and fixtures serving other parts of the Building; provided, however, that Tenant shall have the right to use the space, if any, between the top surface of the ceiling and the bottom surface of the floor slab of the floor above such ceiling, and to drill into the floor slab of any floor encompassed within the Premises, all for the purpose of installing ducts, cables and conduits, so long as (i) Tenant obtains the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed); and (ii) such installation does not interfere with the Building systems and with the quiet enjoyment of other tenants in the Building.

(b) Tenant shall have the right to use the Common Areas in common with other tenants. The Common Areas include the Building's common lobbies, corridors, stairways, and elevators necessary for access to the Premises, and the common walkways and driveways necessary for access to the Building, the common toilets, corridors and elevator lobbies of any multi-tenant floor, and the parking area for the Building. All use of the Common Areas shall be subject to the reasonable rules and regulations of Landlord generally applicable to all tenants of the Building from time to time. Landlord may at any time make any changes, additions, improvements, repairs or replacements to the Property, including the Common Areas, that it considers desirable, which changes, additions, improvements, repairs or replacements shall be of equal quality to those of other first class office buildings of like quality and location. In so doing, Landlord (t) may use or temporarily close any of the Common Areas, or permanently change their configuration, and (ii) shall use reasonable efforts to minimize interference with Tenant's normal activities, but no such interference shall constitute constructive eviction or give rise to any abatement of rent or liability of Landlord to Tenant unless such interference is caused by Landlord's negligence, willful misconduct, or breach of Landlord's covenants hereunder, in which event Landlord's liability shall be governed by Section 5.7 of this Lease.

(c) Tenant acknowledges that its parking use of the parking areas shall be on an unreserved, non-exclusive basis, and that parking spaces shall be used solely for Tenant's employees and visitors. It is understood that Landlord shall not be responsible for policing any parking areas. Tenant shall reasonably cooperate with Landlord to assure that Tenant and its employees and visitors observe all reasonable parking regulations established by Landlord from time to time and to assure that Tenant and its employees and visitors do not use more parking spaces than the number of parking spaces provided to Tenant hereunder. Landlord shall not be liable to Tenant, and this Lease shall not be affected, if any parking rights of Tenant hereunder are impaired by any law, ordinance or other governmental regulation imposed after the Date of Lease.

2.2 Term.

(a) Both parties shall be bound by all the terms of this Lease as of the Date of Lease. The Term shall begin on the Commencement Date, and shall continue for the length of the Term set forth in Section 1.2 unless sooner terminated as hereinafter provided. The Commencement Date shall be the later of: 1) the Scheduled Commencement Date; or, 2) the date the Premises are Ready for Occupancy. However, if the Tenant occupies any portion of the Premises for any reason, the Commencement Date shall be immediate upon such occupancy. The Premises shall be Ready for Occupancy when construction of the Leasehold Improvements is substantially complete in accordance with the Final Plans pursuant to Section 4.1, as reasonably determined by Landlord. Tenant may co-ordinate with Landlord or Landlord's contractor one or more opportunities to gain early access to the Premises ahead of the Commencement Date to scope out the networking requirements for telephones and computer systems

(b) Landlord shall use reasonable efforts to have the Premises Ready for Occupancy on the Scheduled Commencement Date. If the Premises are not Ready for Occupancy on the Scheduled Commencement Date, Landlord shall not be subject to any liability for such failure, and such failure shall not affect the validity of this Lease, but Tenant shall not be liable for any rent until the Commencement Date. In the event that the Commencement Date is not before July 1, 2012 because the Premises are not ready for occupation, Tenant can elect to (i) terminate the Lease by giving written notice to Landlord, said Termination being effective immediately or (ii) receive two (2) days rent free for every day beyond July 1, 2012 that the Premises are not available for occupancy. However, if the Premises are not Ready for Occupancy because Tenant has failed to comply with Tenant's obligations under Section 4.1 or under any work letter or construction agreement between the parties, or has otherwise delayed Landlord in preparing the Premises or in obtaining a Certificate of Occupancy far the Premises, then the Commencement Date shall be the date that the Premises would have been Ready for Occupancy except for such Tenant-caused delay, as reasonably determined by Landlord.

ARTICLE III RENT

3.1 Base Rent.

(a) Tenant shall pay the Base Rent each month in advance on the first day of each calendar month during the Term. For any partial month at the beginning or end of the Term, Tenant shall pay a proportional share of the amount that would be due for a full month, and with respect to a partial month at the beginning of the Term, Tenant shall pay such proportional share on the Commencement Date. In addition to the Base Rent, Tenant shall pay all additional rent and rental adjustments provided herein at the times set forth herein, or if no time for payment is specified, then payment shall be made within fifteen (15) days after Tenant's receipt of an invoice from Landlord or another billing authority. All payments shall be made to Landlord at Landlord's Address or such other place as Landlord may designate in writing, without prior demand and without abatement, deduction or offset except as may be specifically set forth herein. Tenant shall not pay, and Landlord shall not accept, any rental payment more than one month in advance. All charges to be paid by Tenant hereunder, other than Base Rent, shall be considered additional rent for the purpose of this Lease, and the words "rent" or "Rent" as used in this Lease shall mean both Base Rent and such additional rent unless the context specifically or clearly indicates that only the Base Rent is referenced.

3.2 Adjustment for Operating Expenses.

(a) Tenant shall pay, as additional rent, Tenant's Share of Expenses for the Property. For each Fiscal Year during the Term, Tenant's Share of Expenses shall consist of the sum of (x) the excess of (i) Tenant's Percentage of the sum of the total Operating Expenses for the Property and the total Taxes for the Property for that Fiscal Year over (ii) the Expense Base, and (y) a commercially reasonable charge for the provision of services to operate the Building during periods other than 8:00 am. to 6:00 pm. on weekdays and 9:00 am. to 1:00 pm. on Saturdays and to operate the Building on holidays (which are all days on which commercial banks in Boston, Massachusetts are authorized or required by law to close) (such periods being referred to herein as "Non-Business Hours") that are fairly allocable to the Premises, if such services are requested by Tenant or are necessary, in Landlord's reasonable judgment, for Tenant's operations during Non-Business Hours. For any partial Fiscal Year at the beginning or end of the Term, Tenant's Share of Expenses shall be adjusted proportionately for the part of the Fiscal Year falling within the Term. Tenant's Percentage may be reduced if the Property is changed or reconfigured, but shall in all cases not exceed the percentage that the Rentable Square Feet in the Premises bears to the total rentable square footage in the Property, calculated on a consistent basis. In addition, Tenant shall pay, as additional rent, one hundred percent (100%) of any increase in Taxes not otherwise billed to Tenant which may result from any alteration, addition or improvement to the Premises that is made by or on behalf of Tenant, other than the Leasehold Improvements. Upon request of Tenant, Landlord shall supply to Tenant reasonable evidence of such increase in Taxes which shows that such increase is attributable to Tenant's alteration, addition or improvement to the Premises.

(b) Before each Fiscal Year, Landlord shall give Tenant a reasonable estimate of the expected Operating Expenses and Taxes for the Property for the coming Fiscal Year (excluding Landlord's cost for services provided during Non-Business Hours), and a calculation of the estimated amount of Tenant's Share of Expenses. Tenant shall pay one-twelfth of the estimated amount of Tenant's Share of Expenses with each monthly payment of Base Rent. After the end of each Fiscal Year, Landlord shall give Tenant a statement (the "Statement") showing the actual Operating Expenses and Taxes for that Fiscal Year, a calculation of the actual amount of Tenant's Share of Expenses, and a summary of amounts already paid by Tenant pursuant to this Section 3.2. Any underpayment by Tenant shall be made up by cash payment to Landlord within thirty (30) days after delivery of the Statement; any overpayment shall be paid to Tenant within thirty (30) days after delivery of the Statement or, at Landlord's option, shall be credited against the next due Base Rent, provided that any overpayment shall be paid in cash to Tenant within thirty (30) days if the Term has ended. No delay by Landlord in providing any Statement shall be deemed a waiver of Tenant's obligation to pay Tenant's Share of Expenses. Tenant and its auditors shall have the right, upon not less than ten (10) business days' notice and then at a time reasonably convenient to both parties, to inspect during usual business hours those portions of the books kept by Landlord relating to costs and expenses for which Tenant has responsibility hereunder. If Tenant disagrees with Landlord's determination of Operating Expenses and Taxes, Tenant shall have the right to pay its share of Operating Expenses and Taxes under protest without waiving its claim as to the overage.

(c) The following terms used in this Section 3.2(c) shall have the following meanings for purposes of this Lease:

(i) The term “Fiscal Year” means any twelve-month period selected by Landlord for operating purposes. Landlord may change its Fiscal Year and interim accounting periods, so long as the periods so revised are reconciled with prior periods in accordance with generally accepted accounting principles.

(ii) The term “Operating Expenses” means the total cost of operation of the Property, including, without limitation: (i) all costs of supplies, materials, equipment, and utilities used in or related to the operation, maintenance, and repair of the Property or any part thereof (other than the cost of any electricity which is to be paid for separately by Tenant pursuant to Section 3.3): (ii) all labor costs, including without limitation, salaries, wages, payroll and other taxes, unemployment insurance costs and employee benefits in connection with the on-site management, operation and maintenance of the Property or any part thereof; (iii) all maintenance, management, janitorial, legal (excluding those legal costs arising out of defaults of Landlord or other tenants in the Building), accounting, insurance, and service agreement costs related to the Property or any part thereof, including, without limitation, service contracts with independent contractors; and (iv) costs (including financing charges) of improvements to the Property that are designed to increase safety or reduce Operating Expenses (but only to the extent that such costs actually reduce Operating Expenses) or are required to comply with legal requirements imposed after the initial completion of the Building, all such improvements to be amortized over the reasonable life of such improvements. Any of the above services may be performed by Landlord or its affiliates, provided that fees for the performance of such services shall be reasonable and competitive with fees charged by unaffiliated entities for the performance of such services in comparable buildings in the area. “Operating Expenses” shall not include leasing commissions or other costs of procuring tenants for the Building including legal fees and advertising costs associated therewith, ground rent, Landlord’s overhead, repair costs paid by insurance proceeds or by any tenant or third party, repair costs associated with defects in initial construction, the initial construction cost of the Building or any depreciation thereof or soft costs associated therewith, any debt service or cost of capital improvements except as specifically set forth above, any tenant improvements provided for any tenant, any costs payable directly by another tenant or any expenses incurred by Landlord that are attributable to the operation of the Building during Non-Business Hours (subject, however, to Tenant’s obligation to pay additional rent pursuant to subclause (y) of subsection 3.2(a) hereof). All Operating Expenses shall be adjusted based on the Calculation.

(iii) The term “Calculation” means that if the Building is less than 100% occupied in any Fiscal Year during the Term, Operating Expenses shall be calculated as though the Building had been 100% occupied, and the result shall constitute the Operating Expenses for all purposes hereunder. In addition, if during all or part of any Fiscal Year, Landlord is not performing or furnishing any item or service to any portion of the Property (the cost of which, if performed or furnished by Landlord to such portion of the Property, would constitute a part of Operating Expenses), on account of (a) such item or service not being required or desired by a tenant, or (b) any tenant obtaining or providing such item or service itself, then, Operating Expenses shall be deemed to be increased by an amount equal to the additional costs and expenses which would reasonably have been incurred during such period by Landlord if it had performed or furnished such item or service to 100% of the Building.

(iv) The term “Taxes” means any form of assessment, rental tax, license tax, business license fee, levy, charge, tax or similar imposition, imposed by any authority having the power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, library, drainage or other improvement or special assessment district, as against the Property or any part thereof or any legal or equitable interest of Landlord therein, or against Landlord by virtue of its interest therein, and any reasonable costs incurred by Landlord in any proceeding for abatement thereof, including, without limitation, attorneys’ and consultants’ fees. Landlord’s income, franchise taxes, and assessments for off-site improvements shall not be included in “Taxes.” Landlord shall reimburse Tenant for Tenant’s Share of any Tax abatements received by Landlord less legal, appraisal and other fees and expenses incurred by Landlord in obtaining such abatement.

Provided that Tenant shall have first paid all of amounts due and payable by Tenant pursuant to this Article 111 and upon written notice of Tenant within 30 days of the receipt of a final certificate (but not more than once with respect to any Fiscal Year), Tenant may cause Landlord’s books and records to be audited with respect to operating costs applicable to the Building for such Operating Year. The audit shall be performed within 30 days of Landlord’s receipt of notice by a certified public accountant at Tenant’s SDIC cost and expense and at a mutually agreeable time and place where the books and records are customarily kept by the Landlord (or properly manager) in the ordinary course. During such time of audit Tenant shall pay its full share of operating expenses. If it is determined that there are any amounts owed Tenant or Landlord as a result of said audit, such amount shall be reimbursed to the other within 30 days of said audit results. Tenant shall keep the results of any such audit confidential and shall not disclose the results of such inspection nor the content of such books and records with any third party other than Tenant’s consultants and attorneys. Failure of Tenant to provide Landlord with a written request to review such books and records in a timely manner pursuant to this Article 3 with respect to each Fiscal Year shall be deemed a waiver of Tenant’s rights hereunder with respect to such Fiscal Year.

3.3 Tenant’s Electricity. With respect to electricity for lighting and equipment in the Premises, Tenant agrees to pay all charges therefor. If the Premises are separately metered, then Tenant shall pay the electric company furnishing the electricity directly and, if requested by Landlord, provide Landlord with evidence of such payment. If the Premises are not separately metered, then Tenant shall pay to Landlord upon demand from time to time, as additional rent, the cost of all electricity consumed in the Premises, as said cost shall reasonably be determined by Landlord from time to time. Landlord’s initial estimate of this cost is $1.50 per square foot per year based upon typical office use.

ARTICLE IV CONSTRUCTION

4.1 Leasehold Improvements by Landlord.

(a) Tenant accepts the Premises in “as-is” condition except Landlord shall, at Landlord’s sole expense, shampoo the carpets and touch-up paint throughout the Premises.

(b) In addition to the Leasehold Improvements, Landlord shall provide and install, at Landlord's expense with respect to the first such installation and at Tenant's expense with respect to any subsequent installation, letters or numerals on the door to the Premises to identify Tenant's name and Building address; all such letters and numerals shall be in the building standard graphics and no others shall be used or permitted on the Premises.

4.2 Alterations by Tenant.

(a) Tenant shall not make any alterations, decorations, additions, installations, substitutes or improvements (hereinafter collectively called "Alterations") in and to the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the tenant shall have the right to install it's floor mounted supplemental HVAC unit and duct the exhaust into the ceiling plenum if required. No Alteration shall violate the Certificate of Occupancy for the Premises or any applicable law, code or ordinance, or the terms of any superior lease or mortgage affecting the Property, affect the exterior appearance of the Building, adversely affect the value or structure of the Building, require excessive removal expenses, adversely affect any other part of the Building, adversely affect the mechanical, electrical, sanitary or other service systems of the Building, or involve the installation of any materials subject to any liens or conditional sales contracts (the "Approval Review Matters"). Tenant shall pay Landlord's reasonable costs of reviewing or inspecting any proposed Alterations.

(b) All work on any Alterations shall be done at reasonable times in a first-class workmanlike manner, by contractors reasonably approved by Landlord, according to plans and specifications reasonably approved by Landlord. All work shall be done in compliance with all applicable laws, regulations, and rules of any government agency with jurisdiction, and with all regulations of the Board of Fire Underwriters or any similar insurance body or bodies. Tenant shall be solely responsible for the effect of any Alterations on the Building's structure and systems, whether or not Landlord has consented to the Alterations, and shall reimburse Landlord on demand for any costs incurred by Landlord by reason of any faulty work done by Tenant or its contractors. Upon completion of any Alterations, Tenant shall provide Landlord with a complete set of "as-built" plans.

(c) Tenant shall use its best efforts to keep the Property and Tenant's leasehold interest therein free of any liens or claims of liens arising from acts or omissions of Tenant, or its subtenants, contractors or others claiming by, through or under Tenant, and shall discharge or bond any such liens within ten (10) days of their filing. Before commencement of any work, Tenant's contractor shall provide any payment, performance and lien indemnity bond required by Landlord. Tenant shall provide evidence of such insurance as Landlord may reasonably require, naming Landlord as an additional insured. Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, or liability arising from any work done by or at the direction of Tenant. All work shall be done so as to minimize interference with other tenants and with Landlord's operation of the Building or other construction work-being done by Landlord. Landlord may post any notices it considers necessary to protect it from responsibility or liability for any Alterations, and Tenant shall give sufficient notice to Landlord to permit such posting.

(d) All Alterations affixed to the Premises shall become part thereof and remain therein at the end of the Term. However, if Landlord gives Tenant a notice, at least thirty (30) days before the end of the Term, to remove any Alterations, Tenant shall do so and shall pay the cost of removal and any repair required by such removal. All of Tenant's personal property, trade fixtures, equipment, furniture, movable partitions, and any Alterations not affixed to the Premises shall remain Tenant's property, removable at any time. If Tenant fails to remove any such materials at the end of the Term, Landlord may do so and store them at Tenant's expense, without liability to Tenant, and may sell them at public or private sale and apply the proceeds to any amounts due hereunder, including costs of removal, storage and sale.

ARTICLE V LANDLORD'S OBLIGATIONS AND RIGHTS

5.1 Services Furnished by Landlord.

(a) Landlord shall furnish services, utilities, facilities and supplies equal in quality to those customarily provided by landlords in high quality office buildings of a similar design in the greater Boston suburban area. Such services, facilities and supplies shall include the services described in subsection 5.1(b) and 5.1(c) and Section 5.2 and the following: (i) cleaning services for Building Common Areas and the Premises as described in Exhibit B, (ii) rubbish removal, (iii) window cleaning, (iv) restroom supplies, (v) sewer and water service to the Building's restrooms, (vi) landscape maintenance, (vii) snow removal for walks, driveways and parking areas, (viii) maintenance of plantings in interior Common Areas, (ix) Building security, and (x) such other services, utilities, facilities and supplies as may be deemed necessary in Landlord's reasonable judgment.

(b) Subject to the provisions of this subsection 5.1(b), Landlord shall furnish space heating and cooling as normal seasonal changes may require to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation. However, Tenant acknowledges that because of the nature of its business it will require additional cooling, and that it is solely responsible for arranging therefor as described in Section 4.2(b).

(c) Subject to the provisions of Section 3.3, Landlord shall provide electric power for lighting and office machine use under normal business operation. Tenant's use of electrical energy in the Premises shall not at any time exceed the capacity of any of the electrical conductors or equipment in or otherwise serving the Premises described in such specifications. In order to ensure that such capacity is not exceeded and to avert possible adverse effect upon the Building electric service, Tenant shall not, without prior consent of Landlord in each instance (which consent shall not be unreasonably withheld or delayed), make any alteration or addition to the electric system of the Premises.

(d) Landlord shall furnish, at Tenant's expense, reasonable additional Building operation services which are usual and customary in similar office buildings in the greater Boston suburban area upon reasonable advance request of Tenant at reasonable and equitable rates from time to time established by Landlord; such charges, if any, shall be considered to be additional rent.

(e) Landlord shall provide and install, at Landlord's expense with respect to the first such installation and at Tenant's expense with respect to any subsequent installation, letters or numerals on the door to the Premises and in the lobby directory of the Building to identify Tenant's name, the name of entities affiliated with Tenant, the Building address, and letters in the lobby directory to identify a reasonable number of names of Tenant's executives; all such letters and numerals shall be in the building standard graphics and no others shall be used or permitted on the Premises,

5.2 Repairs and Maintenance. Landlord shall repair and maintain the Common Areas and structural portions of the Building and the basic plumbing, electrical, mechanical and heating, ventilating and air-conditioning systems therein, except for damage resulting from a casualty or an eminent domain taking, which shall be governed by Article VIII. If any maintenance, repair or replacement is required because of any act, omission or neglect of duty by Tenant or its agents, employees, invitees or contractors, the cost thereof shall be paid by Tenant to Landlord as additional rent within thirty (30) days after billing therefor.

5.3 Quiet Enjoyment. Upon Tenant's paying the rent and performing its other obligations, Landlord shall permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions hereof.

5.4 Insurance. Landlord shall insure the Property, including the Building, against damage by fire and standard extended coverage perils, including "all-risks" coverage, and shall carry public liability insurance and, during construction, builders risk insurance, all in such reasonable amounts with such reasonable deductibles as would be carried by a prudent owner of a similar building in the area. Landlord may carry any other forms of insurance as it or its mortgagee may deem advisable. Tenant shall have no right to any proceeds from such policies. Landlord shall not carry any insurance on any of Tenant's property, and shall not be obligated to repair or replace any of it.

5.5 Access to Premises. Landlord shall have reasonable access to the Premises to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein. Landlord shall at all times have a key or access card to the Premises, and Tenant shall not install any additional lock without Landlord's consent. Any entry into the Premises by Landlord, under this section or any other section of this Lease permitting such entry, shall be on reasonable advance notice, shall be done so as not to unreasonably interfere with Tenant's use of the Premises, and shall be accompanied by a representative of Tenant if Tenant so requests; provided, however, that such restrictions shall not apply to any situation that Landlord in good faith believes to be an emergency.

5.6 Right to Cease Providing Services. In connection with any repairs, alterations or additions to the Property or the Premises, or any other acts required of or permitted to Landlord herein, Landlord may, if necessary, reduce or suspend service of the Building's utilities and mechanical systems, or any of the other services, facilities or supplies required to be provided by Landlord hereunder, provided that Landlord shall use best efforts to restore such services, facilities or supplies as soon as possible, and provided further that Landlord shall give Tenant advance notice of such reduction or suspension if such reduction or suspension is planned in advance or if it is reasonably possible for Landlord to do so. In addition, Landlord may reduce or suspend such

services, facilities or supplies in case of Force Majeure, as defined below. No such reduction or suspension permitted by this Section 5.6 shall constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises, or an ejection of Tenant from the Premises, or a breach by Landlord of any of its obligations, and no such reduction or suspension shall render Landlord liable for any damages, including but not limited to any damages, compensation or claims arising from any interruption or cessation of Tenant's business, or entitle Tenant to be relieved from any of its obligations under this Lease, or result in any abatement or reduction of rent, except as set forth in Section 5.7.

5.7 Failure to Provide Services and Repairs. Landlord shall not be in default or liable for any failure to perform any act or obligation or provide any service required hereunder unless Tenant shall have given notice of such failure, and such failure continues for at least thirty (30) days thereafter; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be liable or in default if it commences such performance within thirty (30) days and thereafter diligently pursues such performance to completion. Tenant hereby waives any right under any law, ordinance, regulation or judicial decision to make repairs or provide maintenance or perform any of Landlord's other obligations hereunder at Landlord's expense.

ARTICLE VI TENANT'S COVENANTS

6.1 Repair and Yield Up. Tenant shall keep the Premises in good order and condition, and shall promptly repair any damage to the Premises or the rest of the Property caused by Tenant or its agents, employees, or invitees, licensees or independent contractors. Landlord may require such repair to be done by a contractor designated by Landlord at Tenant's cost, provided that costs to be charged to Tenant are reasonable and competitive. At the end of the Term, Tenant shall peaceably yield up the Premises in good order, repair and condition, except for reasonable wear and tear and any casualty damage. Tenant shall remove its own property and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. Nothing herein shall require Tenant to remove the Leasehold Improvements.

6.2 Use.

(a) Tenant shall use the Premises only for the Permitted Uses, and shall not use or permit the Premises to be used for any other purpose. Tenant shall not use or occupy the Premises in violation of: (i) any recorded covenants, conditions and restrictions affecting the Property of which Tenant has been given notice by Landlord (Landlord hereby representing that there are no such covenants, conditions or restrictions currently on record which will affect Tenant's use of the Premises for the Permitted Uses), (ii) any law or ordinance or any Certificate of Occupancy issued for the Building or the Premises, or (iii) any reasonable Rules and Regulations issued by Landlord for the Building of which Tenant has been given a copy. Tenant shall comply with any directive of any governmental authority with respect to Tenant's use or occupancy of the Premises. Tenant shall not do or permit anything in or about the Premises which will in any way damage the Premises, obstruct or interfere with the rights of other tenants or occupants of the Building, or injure them, or use the Premises or allow them to be used for any unlawful purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises.

(b) Tenant shall not obstruct any of the Common Areas or any portion of the Property outside the Premises, and shall not place or permit any signs (other than those permitted under Section 5.1(e)), curtains, blinds, shades, awnings, aerials or flagpoles, or the like, visible from outside the Premises.

(c) Tenant shall keep the Premises equipped with all safety appliances required by law because of any use made by Tenant other than office use with customary office equipment, and shall procure all licenses and permits required because of such use. This provision shall not broaden the Permitted Uses.

(d) Tenant shall not place a load upon the floor of the Premises exceeding 100 pounds per square foot. Partitions shall be considered as part of the load. Landlord may prescribe the weight and position of all safes, files and heavy equipment that Tenant desires to place in the Premises, so as properly to distribute their weight. Tenant's business machines and mechanical equipment shall be installed and maintained so as not to transmit noise or vibration to the Building structure or to any other space in the Building. Tenant shall be responsible for the cost of all structural engineering required to determine structural load and all acoustical engineering required to address any noise or vibration caused by Tenant.

(e) Tenant shall not keep or use any article in the Premises, or permit any activity therein, which is prohibited by a standard insurance policy covering buildings and improvements similar to the Building and Leasehold Improvements, or would result in an increase in the premiums thereunder unless Tenant pays for such increase. In determining whether increased premiums are a result of Tenant's activity, a schedule issued by the organization computing the insurance rate on the Building or the Leasehold Improvements, showing the various components of the rate, shall be conclusive evidence. Tenant shall promptly comply with all reasonable requirements of the insurance authority or of any insurer relating to the Premises. If the use or occupation of the Premises by Tenant or by anyone Tenant allows on the Premises causes or threatens cancellation or reduction of any insurance carried by Landlord, Tenant shall remedy the condition immediately upon notice thereof. Upon Tenant's failure to do so, Landlord may, in addition to any other remedy it has under this Lease but subject to the provisions of Section 5.5, enter the Premises and remedy the condition, at Tenant's cost, which Tenant shall promptly pay as additional rent. Landlord shall not be liable for any damage or injury caused as a result of such an entry, and shall not waive its rights to declare a default because of Tenant's failure.

6.3 Assignment; Sublease.

(a) Tenant shall not assign, mortgage, pledge or otherwise transfer this Lease or make any sublease of the Premises, or permit occupancy of any part thereof by anyone other than Tenant (any such act being referred to herein as a "Transfer" and the other party with whom Tenant undertakes such act being referred to herein as a "Transferee") without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, subject to the other provisions of this Section 6.3. Any Transfer or attempted Transfer not in compliance with all of the terms and conditions set forth in this Section 6.3 shall be void, and shall be a default under this Lease.

(b) Any request by Tenant for Landlord's consent to a Transfer shall include the name of the proposed Transferee, the nature of its business and proposed use of the Premises, reasonable information as to its financial condition, and the terms and conditions of the proposed Transfer. Tenant shall supply such additional information about the proposed Transfer and Transferee as the Landlord reasonably requests. It shall be reasonable for Landlord to refuse consent to any Transfer to any governmental agency, or to any other Transferee who by reputation or expected use is not comparable to other types of tenants in the Building, or to any transferee whose financial strength is not at least equivalent to that of Tenant at the time of the Transfer. Landlord shall respond to Tenant's request within thirty (30) days of its receipt of such request. The failure of Landlord to respond within said thirty (30) days shall be deemed to be approval of the Transfer by Landlord provided that the request for consent from Tenant shall specifically refer to the provisions of this sentence. Tenant shall reimburse Landlord for its reasonable legal and other expenses in connection with any request for consent.

(c) Any Transfer shall specifically make applicable to the Transferee all of the provisions of this Section so that Landlord shall have against the Transferee all rights with respect to any further Transfer which are set forth herein. No Transfer shall affect the continuing primary liability of Tenant (which shall be joint and several with Transferee). Consent to a Transfer in a specific instance shall not be deemed consent to any subsequent Transfer or a waiver of the requirement of consent to any future Transfer. No Transfer shall be binding upon Landlord or any of Landlord's mortgagees, unless Tenant shall deliver to Landlord a recordable instrument containing a covenant of assumption by the Transferee running to Landlord and all persons claiming by, through or under Landlord. The Transferee's failure to execute such instrument shall not, however, release or discharge Transferee from its liability as a Transferee hereunder. Tenant shall not enter into any Transfer that provides for rental or other payment based on the net income or profits derived from the Premises. With respect to any Transfer, Landlord shall be entitled to receive seventy five percent (75%) of all "Bonus Rent," which Bonus Rent shall be payable by Tenant to Landlord on a monthly basis. For purposes of this Lease, Bonus Rent shall mean all amounts received by Tenant in excess of the Base Rent and additional rent reserved in this Lease and applicable to the space Transferred for the period of the Transfer, minus Tenant's reasonable expenses in connection with such Transfer for brokerage commissions, legal fees, advertising expenses, and Alterations for the benefit of the Transferee.

(d) Notwithstanding any contrary provision of this Section 6.3, in connection with any intent to Transfer, Landlord shall have an option to cancel and terminate this Lease if the request is to assign the Lease or to sublet all of the Premises; or, if the request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion for the proposed term of such sublease or for the balance of the Term if, within thirty (30) days after Landlord receives written notice from Tenant that Tenant intends to make space available for a Transfer, Landlord notifies Tenant that it has elected to exercise such option Landlord may exercise said option in writing within thirty (30) days after Landlord's receipt from Tenant of such request, and in each case such cancellation or termination shall occur as of the date set forth in Landlord's notice of exercise of such option, which shall not be less than sixty (60) days nor more than one hundred twenty (120) days following the giving of such notice. If Landlord

exercises Landlord's option to cancel this Lease or any portion thereof, Tenant shall surrender possession of the Premises, or the portion thereof which is the subject of the option, as the case may be, on the date set forth in such notice in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Term. If this Lease is cancelled as to a portion of the Premises only, Base Rent after the date of cancellation shall be abated on a pro rata basis, as determined by Landlord, and Tenant's Percentage. If Landlord does not exercise Landlord's option to cancel this Lease or any portion thereof pursuant to the foregoing provisions, Landlord's consent to a Transfer shall continue to be required in accordance with the other provisions of this Section 6.3.

(e) Any agreement by which Tenant agrees to enter into or execute any Transfer at the direction of any other party, or assigns its rights in the income arising from any Transfer to any other party, shall itself constitute a Transfer hereunder. If Tenant is a corporation, partnership, or other business organization, the transfer of ownership interests, whether in one transaction or a series, forming a majority of the equity interests in Tenant, shall constitute a Transfer, unless Tenant is a corporation whose stock is traded on an exchange or over the counter.

(f) Notwithstanding any contrary provision of this Lease, Tenant shall have no right to assign this Lease or sublet all or any portion of the Premises and any such assignment or sublease shall be void unless on both (i) the date on which Tenant notifies Landlord of its intention to enter into any assignment or sublease and (ii) the date on which such assignment or sublease is to take effect, Tenant is not in default of any of its obligations under this Lease after notice to Tenant and expiration of applicable grace periods.

6.4 Indemnity; Assumption of Risk.

(a) Tenant, at its expense, shall defend (with counsel satisfactory to Landlord), indemnify and hold harmless Landlord and its agents, employees, invitees, licensees and contractors from and against any cost, claim, action, liability or damage of any kind arising from (i) Tenant's use and occupancy of the Premises and the Property or any activity done or permitted by Tenant in, on, or about the Premises or the Property, (ii) the destruction of or damage to Tenant's personal property, (iii) any breach or default by Tenant of its obligations under this Lease, or (iv) any negligent, tortious, or illegal act or omission of Tenant, its agents, employees, invitees, licensees or contractors, provided that such cost, claim, action, liability or damage is not caused by the negligence or willful misconduct of Landlord or its agents, employees, invitees, licensees and contractors (except as otherwise provided in the last sentence of subsection 6.5(a)).

(b) As a material consideration to Landlord for executing this Lease, Tenant assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause including, without limitation, injury or damage which may be sustained by the person or property of Tenant, its employees, invitees, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air-conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises, any other portion of the Property, or other sources, provided that such damage or injury is not caused by the negligence or willful misconduct of Landlord or its agents, employees, invitees, licensees and contractors

(except as otherwise provided in the last sentence of subsection 6.5(a)). Landlord shall not be liable to Tenant or any other person or entity for any damages arising from any act or omission of any other tenant of the Building.

6.5 Tenant's Insurance.

(a) Tenant shall maintain the following insurance at its own expense throughout the Term: (i) Property insurance including standard fire and extended coverage insurance, vandalism and malicious mischief endorsements, and "all-risks" coverage upon all property owned by Tenant and located in the Building, in the full replacement cost thereof; (ii) Commercial General Liability Insurance against any liability arising out of the use, occupancy or maintenance of the Premises or the Property, which insurance may be by a blanket insurance policy and shall provide the following coverages and endorsements: personal injury, broad form property damage, automobile (by separate policy, if necessary), premises/operations, additional insured landlord endorsement, broad form contractual liability and a cross-liability endorsement, in limits not less than Two Million Dollars ($2,000,000.00) per occurrence, with a deductible not to exceed One Hundred Thousand Dollars ($100,000.00); (iii) any other forms of insurance as Landlord may reasonably require from lime lo time in form, in amounts and for insurance risks against which a prudent tenant would protect itself in similar facilities in the general area of the Premises. Tenant acknowledges and agrees that such property owned by Tenant shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by Landlord regardless of any fault of Landlord.

(b) All policies shall (i) be taken out with insurers reasonably acceptable to Landlord, in form satisfactory to Landlord, and (ii) include Landlord and any mortgagee of Landlord as additional insureds, as their interests may appear. Landlord may upon ninety (90) days' notice to Tenant require an increase of the limits of the policies carried by Tenant if Landlord reasonably deems such limits to be inadequate when compared to the then existing customary insurance practice in the area. Tenant shall provide certificates of insurance in form satisfactory to Landlord before the Commencement Date, and shall provide certificates evidencing renewal in a timely manner before the expiration of any such policy.

(c) Upon termination of this Lease pursuant to any casualty, Tenant shall retain any proceeds attributable to Tenant's personal property, trade fixtures, movable partitions, equipment and Alterations not affixed to the Premises, but Tenant shall immediately pay to Landlord any insurance proceeds received by Tenant relating to the Leasehold Improvements and any Alterations affixed to the Premises unless Landlord has required their removal.

6.6 Right of Entry. Subject to the provisions of Section 5.5 hereof, Tenant shall permit Landlord and its agents to examine the Premises at reasonable times and to make any repairs or replacements Landlord deems necessary; to remove, at Tenant's expense, after reasonable notice to Tenant (except in the case of an emergency in which no notice shall be required), any Alterations, signs, curtains, blinds or the like not consented to by Landlord; and to show the Premises to prospective tenants during the last nine (9) months of the Term and to prospective purchasers and mortgagees at all times.

6.7 Payment of Taxes. Tenant shall pay before delinquency all taxes levied against Tenant's personal property or trade fixtures in the Premises and any Alterations installed by or on behalf of Tenant. If any such taxes are levied against Landlord or its property, or if the assessed value of the Premises is increased by the inclusion of a value placed on Tenant's property, Landlord may pay such taxes, and Tenant shall upon demand repay to Landlord the portion of such taxes resulting from such increase. Tenant may bring suit against the taxing authority to recover the amount of any such taxes, and Landlord shall cooperate therein. The records of the City Assessor shall determine the assessed valuation, if available and sufficiently detailed. If not so available or detailed, the actual cost of construction shall be used.

6.8 Environmental Compliance. Tenant shall not cause any hazardous or toxic wastes, hazardous or toxic substances or hazardous or toxic materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises (collectively, "Hazardous Materials Activities") without first receiving Landlord's written consent, which may be withheld for any reason and revoked at any time. If Landlord consents to any such Hazardous Materials Activities, Tenant shall conduct them in strict compliance (at Tenant's expense) with all applicable Regulations, as hereinafter defined, and using all necessary and appropriate precautions. Landlord shall not be liable to Tenant for any Hazardous Materials Activities by Tenant, Tenant's employees, agents, contractors, licensees or invitees, whether or not consented to by Landlord. Tenant shall indemnify, defend with counsel acceptable to Landlord and hold Landlord harmless from and against any claims, damages, costs and liabilities arising out of Tenant's Hazardous Materials Activities. For purposes hereof, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "toxic substances," or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous wastes" in the Massachusetts Hazardous Waste Facility Siting Act, as amended (Massachusetts General Laws Chapter 21D); those substances defined as "hazardous materials" or "oil" in Massachusetts General Laws Chapter 2IE, as amended; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Regulations"). Prior to using, storing or maintaining any Hazardous Materials on or about the Premises, Tenant shall provide Landlord with a list of the types and quantities thereof, and shall update such list as necessary for continued accuracy. Tenant shall also provide Landlord with a copy of any Hazardous Materials inventory statement required by any applicable Regulations, and any update filed in accordance with any applicable Regulations. If Tenant's activities violate or create a risk of violation of any Regulations, Tenant shall cease such activities immediately upon notice from Landlord. Tenant shall immediately notify Landlord both by telephone and in writing of any spill or unauthorized discharge of Hazardous Materials or of any condition constituting an imminent hazard under any Regulations. Landlord, Landlord's representatives and employees may enter the Premises at any time during the Term to inspect Tenant's compliance herewith, and may disclose any violation of any Regulations to any governmental agency with jurisdiction. Nothing herein shall prohibit Tenant from using minimal quantities of cleaning fluid and office supplies which may constitute Hazardous Materials but which are customarily present in premises devoted to office use, provided that such use is in compliance with all applicable laws and subject to all of the other provisions of this Section 6.8.

ARTICLE VII DEFAULT

7.1 Events of Default.

(a) The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(i) The failure by Tenant to make any payment of Base Rent or additional rent or any other payment required hereunder, as and when due, where such failure shall continue for a period of five (5) business days after written notice thereof from Landlord to Tenant.

(ii) The vacating or abandonment of the Premises by Tenant.

(iii) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in clauses (i) and (ii) above, where such failure shall continue for a period of more than thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty-day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than ninety (90) days from the date of such notice from Landlord.

(iv) The failure by Tenant or any guarantor of any of Tenant's obligations under this Lease to pay its debts as they become due, or Tenant or any such guarantor becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (or any similar petition under any insolvency law of any jurisdiction), proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or such guarantor.

(b) In the event of any such default by Tenant, whether or not the Term shall have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option, or the option at any time while such default exists and without further notice, to terminate this Lease and all rights of Tenant hereunder by notice to Tenant; and this Lease shall thereupon come to an end as fully and completely as if the date such notice is given were the date herein originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

7.2 Damages.

(a) In the event that this Lease is terminated under any of the provisions contained in Section 7.1 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Term over the rental value of the Premises for said residue of the Term. In calculating the rent reserved there shall be included, in addition to the Base Rent and all additional rent, the value of all other considerations agreed to be paid or performed by Tenant for said residue. Tenant further covenants as an additional and cumulative obligation after any such termination to pay

punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the immediately preceding covenant Tenant shall be credited with any amount paid to Landlord as compensation as in this Section 7.2 provided and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its sole judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid,

(b) In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 7.2, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in Section 7.1 or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Base Rent and additional rent accrued under Sections 3.1 and 3.2 in the 12 months ended next prior to such termination plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provision of this Section 7.2 up to the time of payment of such liquidated damages.

(c) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(d) Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's breach or threatened breach of this Lease. Landlord shall be entitled to the remedies of injunction and specific performance with respect to any such breach.

ARTICLE VIII CASUALTY AND EMINENT DOMAIN

8.1 Termination or Restoration; Rent Adjustment. In case prior to or during the Term all or any part of the Premises or the Building or the Lot are damaged by fire or other casualty or by action of public or other authority in consequence thereof, or taken by eminent domain or Landlord receives compensable damage by reason of anything lawfully done in pursuance of public or other authority to such an extent that it is determined by the Landlord that the Premises or Building shall not be restored, this Lease shall by notice to Tenant from Landlord terminate,

which may be made notwithstanding Landlord's entire interest may have been divested. The effective date of termination specified by Landlord shall not be less than forty-five (45) nor more than ninety (90) days after the date of notice of such termination. Further, during the Term, in the event of (a) damage to the Premises which makes a material portion of the Premises unfit for use and occupancy, or (b) damage to a material portion of the common facilities necessary for the practical use and enjoyment of the Premises (including, without limitation, any material portion of the common facilities which provide access to the Premises), or (c) a permanent taking of a material portion of the Premises, or (d) a permanent taking of a material portion of the common facilities necessary for the practical use and enjoyment of the Premises (including, without limitation, any material portion of the common facilities which provide access to the Premises), Tenant may, by notice given to Landlord within 30 days of such casualty or taking, notify Landlord of its desire to terminate this Lease. If such a notice is given, this Lease shall terminate 90 days after such notice is given unless, in the case of (a) or (b) above, within 90 days of the giving of such notice, Landlord delivers to Tenant its certification (a "Landlord's Restoration Certification") that the Landlord intends to restore the Premises and the common facilities, as the case may be, to substantially the condition they were in prior to such casualty or taking within 365 days of the event giving rise to such notice (the "Outside Restoration Date"), and in the case of (d) above, the Landlord intends to replace what remains of the common facilities by the Outside Restoration Date so that Tenant will again be able to have the practical use and enjoyment of the Premises to substantially the same extent as prior to such taking. Unless terminated pursuant to the foregoing provision, this Lease shall remain in full force and effect following any damage or taking, subject, however, to the following provisions, and subject further to the additional right of Tenant to terminate this Lease if the restoration of the Premises or the common facilities has not occurred by the Outside Restoration Date (such date being extended by the number of days, not to exceed 90 in the aggregate, specified in a notice or notices given from time to time by Landlord to Tenant prior to the then applicable Outside Restoration Date, of delays in completion attributable to the occurrence of a Force Majeure Event). Tenant may not exercise such additional right to terminate this Lease except within 30 days after the Outside Restoration Date (as so extended by such a notice or notices). Notwithstanding the foregoing, upon the occurrence of a casualty or taking of the nature hereinabove described in clauses (a), (b), (c) or (d), which occurs within the last thirty (30) months of the Term, Landlord shall have the option to terminate this Lease upon written notice to Tenant.

If in any such case the Premises or any portion thereof are rendered unfit for use and occupation or any portion of the common facilities necessary for the practical use and enjoyment of the Premises are unavailable for use and this Lease is not so terminated, Landlord shall use due diligence (following the expiration of the period in which this Lease may be terminated pursuant to the foregoing provisions of this Section 6.1.2), subject to the availability of insurance proceeds and consent of the holders of any mortgages on the Lot, Building or both, to put the Premises, and any portion of the common facilities necessary for the practical use and enjoyment of the Premises or in case of a taking what may remain thereof (excluding in case of both damage and taking any items installed or paid for by Tenant), into proper condition for use and occupation. A just proportion of the fixed rent and additional rent according to the nature and extent of the injury shall be abated from the time of the damage or taking until the Premises or such portion of the common facilities or such remainder shall have been put into proper condition for use and occupation or until termination of this Lease, and in case of a taking which permanently reduces the area of the Premises, a just proportion of the fixed rent and additional rent shall be abated for the remainder of the Term.

8.2 Eminent Domain Damages. Landlord reserves to itself any and all rights to receive awards made for damages to the Premises and Building and Lot and the leasehold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any separate award to Tenant for loss or damage to Tenant's removable personal property or Tenant's relocation costs.

8.3 Temporary Taking. In the event of any taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Section 6.1 with respect to surrender of the Premises and upon such payment shall be excused from such obligations.

ARTICLE IX RIGHTS OF PARTIES HOLDING PRIOR INTERESTS

9.1 Lease Subordinate - Superior. This Lease shall be subject and subordinate to any mortgage ("Mortgage") now or hereinafter placed on the Lot, the Building, or both, or any portion or portions thereof or interest therein, which are separately and together hereinafter in this Article IX referred to as "the mortgaged premises", and to each advance made or hereafter to be made under any Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor, provided, however, that conditioned upon Tenant not being in default under any of the terms of this Lease, subsequent to the Commencement Date and upon Tenant's delivery of an estoppel certificate accepting the Premises and acknowledging that Landlord has completed the Leasehold Improvements in accordance with the provisions hereof, Landlord shall use reasonable efforts to obtain from any such mortgagee on Tenant's behalf an agreement on the part of such mortgagee to recognize this Lease and all of Tenant's rights hereunder as though this Lease were prior to any such mortgage, provided further, however, that the mortgagee, or any purchaser at a foreclosure sale or otherwise shall not be:

(a) liable for any act or omission of a prior Landlord (including the mortgagor); or

(b) subject to any offset or defenses which the Tenant might have against any prior Landlord (including the mortgagor); or

(c) bound by any rent or additional rent which the Tenant might have paid in advance to any prior Landlord (including the mortgagor) for any period beyond the month in which foreclosure or sale occurs; or

(d) bound by any security deposit which Tenant may have paid to any prior Landlord (including the mortgagor), unless such deposit is in an escrow fund available to the mortgagee; or

(e) bound by any agreement or modification of the Lease made without the consent of the mortgagee; or

(f) bound by the provisions of Section 4.1 hereof; or

(g) bound by any notice of termination given by any prior Landlord (including the mortgagor) without the mortgagee's written consent thereto; or

(h) personally liable under this Lease and the mortgagee's liability under the Lease shall be limited to the ownership interest of the mortgagee in the Premises; or

(i) liable for any fact or circumstance or condition to the extent existing or arising prior to the mortgagee's (or such purchaser's) succession to the interest of the Landlord under the Lease and such mortgagee or such purchaser further shall not be liable except during that period of time, if any, in which such mortgagee or purchaser and Tenant are in privity of estate.

In the event that any mortgagee or its successor in title shall succeed to the interest of Landlord, then, Tenant shall and does hereby agree to attorn to such mortgagee or successor and to recognize such mortgagee or successor as its Landlord. Any claim by Tenant under the Lease against the mortgagee or such successor shall be satisfied solely out of the mortgagee's or such successor's interest in the Premises and Tenant shall not seek recovery against or out of any other assets of mortgagee or such successor.

Notwithstanding the foregoing, any mortgagee may at its election subordinate its Mortgage to this Lease without the consent or approval of Tenant.

This Section 9.1 shall be self-operative. Tenant agrees to execute and deliver promptly any appropriate certificates or instruments requested by Landlord or any mortgagee to carry out the subordination and attornment agreements contained in this Section 9.1.

9.2 Rights of Mortgagee to Cure. No act or failure to act on the part of Landlord which would entitle Tenant, under the terms of this Lease or as a matter of law, to be released from Tenant's obligations hereunder or to terminate this Lease shall result in a release of such obligations or a termination of this Lease unless Tenant first gives written notice of and a specific description of Landlord's act or failure to act to Landlord's mortgagees of whom Tenant has been given written notice by Landlord, if any, and such mortgagee fails to cure such default within thirty (30) days after receipt of such notice. However, if such cure reasonably requires more than thirty days to effect, such mortgagee shall have such additional time as is reasonably necessary in the circumstances, including time to take possession of the Property. This section shall not impose any obligation on any such mortgagee. Landlord shall, from time to time, notify Tenant as to the identity of Landlord's mortgagees; provided, however, that Tenant's execution of estoppel certificates, nondisturbance agreements or similar agreements which identify Landlord's mortgagee shall be deemed to be notice to Tenant hereunder.

ARTICLE X MISCELLANEOUS

10.1 Representations by Tenant. Tenant represents and warrants that any financial statements provided by it to Landlord were true, correct and complete when provided, and that no material adverse change has occurred since that date that would render them inaccurate or misleading. Tenant represents and warrants that those persons executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf, and that this Lease is binding upon Tenant in accordance with its terms and upon execution of this Lease, Tenant shall deliver evidence of such authority to Landlord in form satisfactory to Landlord.

10.2 Notices. Any notice required or permitted hereunder shall be in writing. Communications shall be addressed to Landlord at Landlord's Address and to Tenant at Tenant's Address. Any communication so addressed shall be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other.

10.3 No Waiver or Oral Modification. No provision of this Lease shall be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, shall be construed as a consent to any other act or waiver of any other breach or default. Landlord's failure to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof, and its failure to enforce any of the Rules and Regulations against Tenant or any other tenant in the Building shall not be deemed a waiver thereof. The receipt by Landlord of any rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach, and the acceptance of any rental payment in any amount less than the full sum due shall not constitute a waiver of any claim to the remaining balance. This Lease may not be changed or amended orally, but only by written instrument.

10.4 Partial Invalidity. If any provision of this Lease, or the application thereof in any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

10.5 Certain Landlord Remedies. If Tenant fails to perform any obligation hereunder, Landlord may, upon ten (10) days prior written notice to Tenant (except in the case of emergency in which case no notice shall be required), enter the Premises and perform it on Tenant's behalf. In so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, shall be considered additional rent under this Lease and shall be payable to Landlord immediately on demand, together with interest from the date of demand to the date of payment at the "Interest Rate." For purposes of this Lease, the Interest Rate shall mean the lesser of the maximum interest rate permitted by law or three (3) percentage points above the then prevailing prime rate as set by Bank of America in its main office in Boston, MA (or, if such bank ceases to exist, the then largest bank in the Commonwealth of Massachusetts),

10.6 Tenant's Estoppel Certificate. Within seven (7) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that, to the best of Tenant's actual knowledge, Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default, and (e) such other matters as may be reasonably requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall be a default under this Lease and shall also be conclusive upon Tenant that (3) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against rent; and (3) not more than one month's Base Rent has been paid in advance. In connection with any Transfer of this Lease or major corporate financing by Tenant, Landlord shall, within twenty (20) days after written request by Tenant, acknowledge and deliver to Tenant a written statement containing substantially similar certifications regarding Tenant to those listed above regarding Landlord (provided that Tenant reimburses Landlord for its reasonable legal and other expenses in connection with such request).

10.7 Waiver of Subrogation. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the properly of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Each party shall notify its insurers that the foregoing waiver is contained in this Lease. Landlord and Tenant shall cause each insurance policy obtained by each of them to provide that the insurer waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by such policy.

10.8 All Agreements; No Representations. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter. Each party acknowledges that the other has made no representations or warranties of any kind except as may be specifically set forth in this Lease.

10.9 Brokerage. Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation other than the "Brokers" identified in Section 1.2. Each party shall indemnify the other and hold it harmless from any cost, expense, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act or statement of the indemnifying party.

10.10 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the original

Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during the period of their respective ownership; provided further, that Tenant's right to make a Transfer shall always be governed by Section 6.3 hereof.

10.11 Construction of Document. This Lease shall be construed, governed and enforced according to the laws of the state where the Property is located. In construing this Lease, section headings shall be disregarded. Any recitals herein or riders or exhibits attached hereto are hereby incorporated into this Lease by this reference. Time is of the essence of this Lease and every provision contained herein. The parties acknowledge that this Lease was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Lease shall be construed according to the fair meaning of its terms, and not against either party.

10.12 Disputes Provisions.

(a) If either Landlord or Tenant institutes any action to enforce the provisions of this Lease or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award.

(b) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or claim of injury or damage.

10.13 Surrender. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

10.14 Holdover. If Tenant holds over in occupancy of the Premises after the expiration of the Term, Tenant shall become a tenant at sufferance only, at a rental rate equal to two hundred (150%) percent of the Rent in effect at the end of the Term, and otherwise subject to the terms and conditions herein specified, so far as applicable, and shall be liable for all damages sustained by Landlord on account of such holding over. This Section shall not operate as a waiver of any right of reentry provided in this Lease, and Landlord's acceptance of rent after expiration of the Term or earlier termination of this Lease shall not constitute consent to a holdover or result in a renewal. If Tenant fails to surrender the Premises upon the expiration of the Term or earlier termination despite demand by Landlord to do so, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant resulting from such failure.

10.15 Late Payment. Tenant acknowledges that the late payment by Tenant to Landlord of any sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to ascertain. Therefore, if any Base Rent or other sum due hereunder is not paid on or by the date it is due more than once during any twelve (12) month period, Tenant shall pay to Landlord, as additional rent, the sum of ten percent (10%) of the overdue amount as a late charge. The overdue amount, if not received within ten days thereafter, shall also bear interest, as additional rent, at the rate of 1.50 % simple interest per month, calculated from the date the late charge becomes due until the date of payment to Landlord. Landlord's acceptance of any late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount.

10.16 Force Majeure. If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control (collectively, "Force Majeure"), the performance of such act shall be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations shall in no event constitute Force Majeure. Nothing in this section shall excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

10.17 Limitation On Liability. In consideration of the benefits accruing hereunder, Tenant hereby covenants and agrees that, in the event of any actual or alleged failure, breach or default hereunder by Landlord:

(a) The obligations of Landlord under this Lease do not constitute personal obligations of the trustees, individual partners, directors, officers or shareholders of Landlord, Landlord's beneficiary or any constituent partner of Landlord's beneficiary, and Tenant shall not seek recourse against the trustees, partners, directors, officers or shareholders of Landlord, Landlord's beneficiary or any constituent partner of Landlord's beneficiary or any of their personal assets for satisfaction of any liability with respect to this Lease.

(b) Tenant's sole and exclusive remedy shall be against the Landlord's interest in the Property.

(c) Neither Landlord's beneficiary nor any constituent partner of Landlord's beneficiary shall be sued, named as a party in any suit or action, or served with process therein (except if necessary to secure jurisdiction), and neither Landlord's beneficiary nor any constituent partner of Landlord's beneficiary shall be required to respond to any service of process.

(d) No judgment will be taken against Landlord's beneficiary nor any constituent partner of Landlord's beneficiary, and no writ of execution will be levied against the assets of Landlord's beneficiary or any such partner.

(e) These covenants and agreements are enforceable both by Landlord and also by Landlord's beneficiary, any constituent partner of Landlord's beneficiary, and shall bind Tenant and its successors and assigns.

10.18 Submission Not An Option. The submission of this Lease or a summary of some or all of its provisions for examination by Tenant does not constitute a reservation of the Premises for Tenant or an offer to lease the Premises to Tenant or the grant of an option for the Premises to Tenant, notwithstanding any contrary provision of statutory or common law.

10.19 Security Deposit. Landlord acknowledges receipt from Tenant of the Security Deposit to be held by Landlord or its agent, as security, for and during the Term, to be returned to Tenant within thirty (30) days after the expiration of the Term or the termination of this lease provided there exists no breach of any undertaking of Tenant. Upon the occurrence of any default by

Tenant hereunder, Tenant agrees that Landlord may apply all or any part of the Security Deposit together with accrued interest, if any, thereon to any obligation of Tenant hereunder. If all or any portion of the Security Deposit is applied to any obligation of Tenant hereunder, Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount. Tenant shall not have the right to call upon Landlord to apply all or any part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of Landlord. Upon any conveyance of the Premises by Landlord to Landlord's grantee or transferee, the Security Deposit together with accrued interest, if any, thereon may be delivered by Landlord to Landlord's grantee or transferee. Upon any such delivery, Tenant hereby releases Landlord herein named of any and all liability with respect to the Security Deposit, its application and return, and Tenant agrees to look solely to such grantee or transferee. It is further understood that this provision shall also apply to subsequent grantees and transferees.

10.20 Evidence of Authority. Simultaneously with the execution hereof, Tenant shall deliver to Landlord evidence, satisfactory to Landlord's counsel, as to the authority of the persons executing this Lease on behalf of Tenant to enter into, execute, deliver and bind Tenant to this Lease.

10.21 Relocation. Landlord shall have the right, upon not less than 60 days written notice to Tenant, to relocate Tenant, at Landlord's sole cost, to space of comparable size, fit-up and finish elsewhere in the Building. In no event will tenant's cumulative rent be greater than that set forth in this lease.

10.22 Notice of Lease. Tenant agrees not to record this Lease, but upon request of either party, both parties shall execute and deliver a notice of this Lease in form appropriate for recording or registration, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination.

10.23 Option to Extend. Tenant may elect to extend the Term of this Lease for two (2) one- (1) year periods (the "Extension Terms"), by giving Landlord written notice of such election no later than six (6) months prior to the then current Term expiration. Failure to give such notice shall make this option null and void. Such extension shall be upon the terms, covenants, and conditions contained in this Lease except that Base Rent shall be the then fair market rent, but not less than the rent applicable immediately prior to the Extension Term.

EXECUTED as a sealed instrument in two or more counterparts on the day and year first above written.

LANDLORD:

FARLEY WHITE KILNBROOK THREE, LLC

/s/ Roger W. Altreuter

By: Roger W. Altreuter
Its: Manager

TENANT:

INOTEK PHARMACEUTICALS CORPORATION

/s/ James G. Ham, III

By: James G, Ham, III
Its: Chief Financial Officer

EXHIBIT A

PREMISES

The Premises consists of a portion of the 1st floor as shown on the attached Plan.

EXHIBIT A

"Premises"

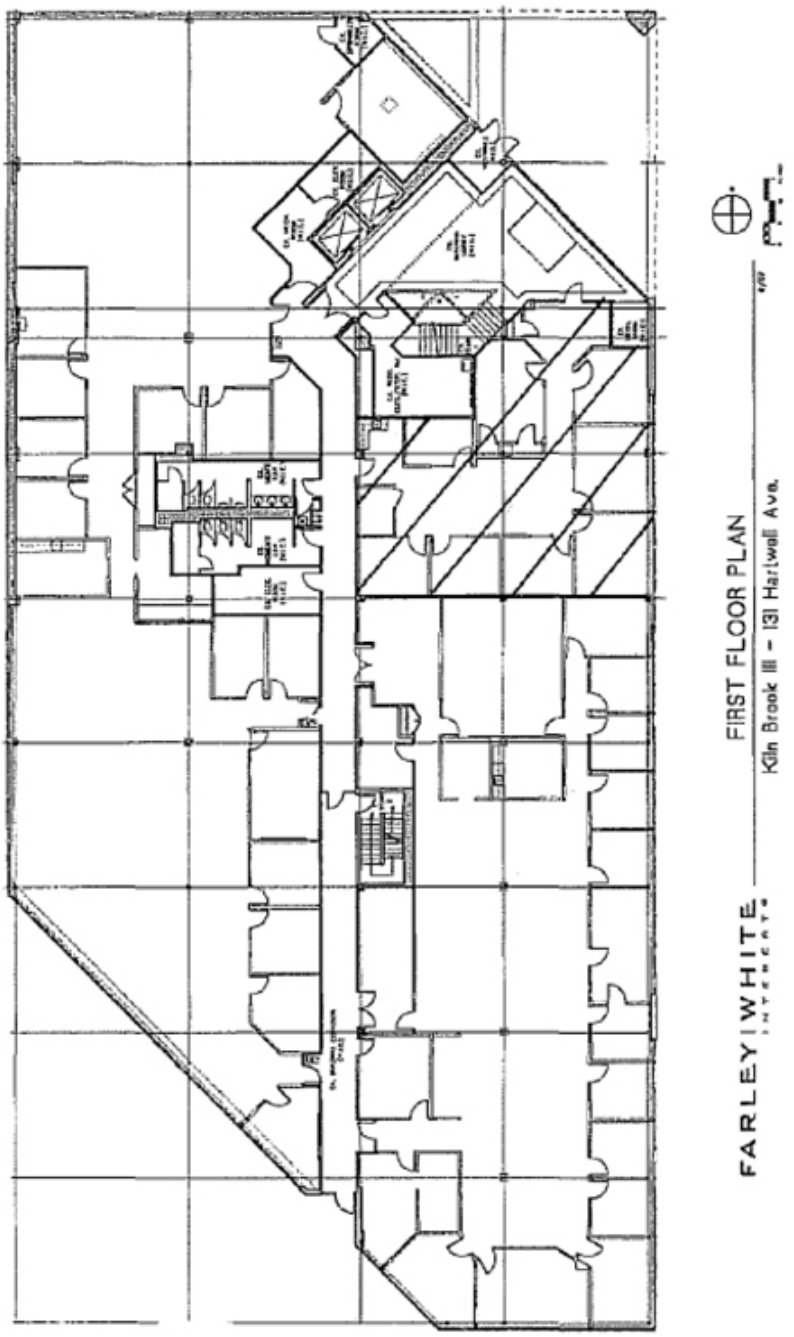

EXHIBIT B

CLEANING SERVICES

I. CLEANING

A. Office Area

Daily: (Monday through Friday 6:00-10:00 p.m.; holidays excepted).

1. Empty and clean all waste receptacles and ash trays and remove waste materials from the premises; wash receptacles as necessary.

2. Sweep and dust mop all uncarpeted areas using a dust-treated mop.

3. Vacuum all rugs and carpeted areas.

4. Hand dust and wipe clean with treated cloths all horizontal surfaces including furniture, office equipment, window sills, door ledges, chair rails, and convector tops, within normal reach.

5. Wash clean all water fountains.

6. Remove and dust under all desk equipment and telephone and replace same.

7. Wipe clean all brass and other bright work.

8. Hand dust all grill work within normal reach.

9. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the premises in an orderly condition.

Weekly:

1. Dust coat racks, and the like.

2. Remove all finger marks from private entrance, doors, light switches, and doorways.

Quarterly:

Dusting not reached in daily cleaning to include:

a. Dusting all pictures, frames, charts, graphs, and similar wall hangings.

b. Dusting all vertical surfaces, such as walls, partitions, doors, and ducts.

c. Dusting of all pipes, ducts, and high moldings.

d. Dusting of all Venetian blinds.

B. Lavatories (Common Area)

Daily: (Monday through Friday, inclusive; holidays excepted).

1. Sweep and damp mop floors.
2. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, piping, and toilet seat hinges.
3. Wash both sides of all toilet seats.
4. Wash all basins, bowls, and urinals.
5. Dust and clean all powder room fixtures.
6. Empty and clean paper towel and sanitary disposal receptacles.
7. Remove waste paper and refuse.
8. Refill tissue holders, soap dispensers, towel dispensers, vending sanitary dispensers; materials to be furnished to landlord.
9. A sanitizing solution will be used in all lavatory cleaning.

Monthly:

1. Machine scrub lavatory floors.
2. Wash all partitions and tile walls in lavatories.

C. Main Lobby, Elevators, Building Exterior, and Corridors.

Daily: (Monday through Friday, inclusive, holidays excepted).

1. Sweep and wash all floors.
2. Wash all rubber mats.
3. Clean elevators, wash or vacuum floors, wipe down walls and doors.
4. Spot clean any metal work inside lobby.
5. Spot clean any metal work surrounding building entrance doors.

Monthly:

All resilient tile floors in public areas to be treated equivalent to spray buffing.

D. Window Cleaning

Windows of exterior walls will be washed bi-annually.

E. Tenant requiring services in excess of those described above shall request same through landlord, at the Tenant’s expense.

FIRST AMENDMENT OF LEASE

This FIRST AMENDMENT OF LEASE is entered into this 22nd day of February, 2013 by and between **Farley White Kilnbrook Three, LLC**, having a mailing address at c/o Farley White Management Company, 155 Federal Street, Suite 1800, Boston, MA 02110 (hereinafter called "Landlord") and **Inotek Pharmaceuticals Corporation**, having a mailing address at 131 Hartwell Avenue, Lexington, MA 02421 (hereinafter called "Tenant")

Witnesseth:

A. Landlord and Tenant entered into a certain lease dated May 11, 2012 (the "Lease") consisting of approximately 2,440 rentable square feet on the 1st floor of 131 Hartwell Avenue (the "Premises"), all as more particularly described therein.

B. Landlord and Tenant desire to amend the Lease in the manner set forth below.

1. The Term of the Lease is hereby extended and shall expire on December 31, 2013.
2. For the extended term, Tenant shall continue to pay Base Rent of $51,240.00 per annum payable in equal monthly installments of $4,279.00.

Except as specifically amended by the terms of this First Amendment of Lease, all of the terms, conditions and provisions of the Lease shall remain in full force and effect throughout the Term of the Lease. From and after the date hereof, the Lease and this First Amendment of Lease shall collectively be referred to as the "Lease."

As of this date, the parties acknowledge that neither has a claim for damage or liability of any kind pursuant to this Lease, as amended, or at law or equity, and the parties hereby agree to release and hold each other harmless from and against all suits, liabilities, obligations or claims of any kind or any matters arising prior to this date.

WITNESS THE EXECUTION HEREOF, under seal, as of the date set forth above, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

LANDLORD:

Farley White Kilnbrook Three, LLC

/s/ Roger W. Altreuter

By:
Its:

TENANT:

Inotek Pharmaceuticals Corporation

/s/ James G. Ham, III

By: James G. Ham, III
Its: Chief Financial Officer

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment"), dated as of August 14, 2013, is entered into by and between WLC Three VI, L.L.C., a Delaware limited liability company ("Landlord"), successor-in-interest to Farley White Kilnbrook Three, LLC, a Massachusetts limited liability company, and Inotek Pharmaceuticals Corporation, a Delaware corporation ("Tenant").

W I T N E S S E T H

WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of May 11, 2012, as amended by that certain First Amendment of Lease dated as of February 22, 2013 (the "First Amendment") (as so amended, the "Lease") with respect to the premises measuring approximately 2,440 rentable square feet (the "Premises") located on the first (1st) floor of the building located at 131 Hartwell Avenue, Lexington, MA 02421 (the "Building"); and

WHEREAS, Landlord and Tenant wish to modify and amend the Lease subject to the terms and conditions set forth below.

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

1. Term and Expiration Date. The Term of the Lease is presently due to expire on December 31, 2013. Section 1.2 (k) of the Lease shall be amended to provide that the Term of the Lease shall be extended from January 1, 2014 through December 31, 2014 (the "Expiration Date").

2. Base Rent. Commencing on January 1, 2014, Tenant shall pay Base Rent in the amount set forth on Exhibit "A" of this Second Amendment and pursuant to Section 3.1 of the Lease.

3. Extension Option. Section 10.23 of the Lease is restated in its entirety to read:

> Provided that Tenant is not in an event of default beyond any applicable cure period, Tenant may elect to extend the Term of this Lease from January 1, 2015 through December 31, 2015 (the "Extension Term") by giving Landlord written notice of such election no later than June 30, 2014. Failure to give such notice shall make this option the (the "Extension Option") null and void. The Extension Option shall be upon the terms, covenants, and conditions contained in this Lease, except that the Base Rent for the Extension Term shall be the then fair market rent, but not less than the Base Rent payable immediately prior to the Extension Term.

4. Other Options. Tenant acknowledges and agrees that, other than the Extension Option set forth in this Second Amendment, Tenant has no (a) options or rights to extend the

Term of the Lease, (b) options, rights of first offer, rights of first refusal, or other rights to expand the rentable square feet comprising the Premises or lease any other premises in the Building, or (c) options to terminate the Lease or contract the rentable square feet comprising the Premises.

5. Landlord's Address. Effective immediately, Section 1.2(b) of the Lease shall be amended to provide that Landlord's Address shall be:

If to Landlord:	WLC Three VI, L.L.C. c/o Walton Street Capital LLC 900 North Michigan Avenue, Suite 1900 Chicago, IL 60611 Attention: James Holmes
With a copy to:	Griffith Properties LLC 260 Franklin Street, 5th Floor Boston, MA 02110 Attention: Marci G. Loeber

6. Tenant's Address. Effective immediately, Section 1.2(d) of the Lease shall be amended to provide that Tenant's Address shall be:

If to Tenant:	Inotek Pharmaceuticals Corporation 131 Hartwell Avenue, 1st Floor Lexington, MA 02421 Attention: James G. Ham, III

7. Brokers. Except for CB Richard Ellis (representing Landlord exclusively), each party represents and warrants to the other that they have not made any agreement or taken any action which may cause anyone to become entitled to a commission as a result of the transactions contemplated by this Second Amendment, and each will indemnify and defend the other from any and all claims, actual or threatened, for compensation by any such third person by reason of such party's breach of their representation or warranty contained in this Second Amendment Landlord will pay any commission due to the broker(s) hereunder pursuant to its separate agreement with the broker(s) hereunder subject to execution and delivery of this Second Amendment by Landlord and Tenant.

8. The Lease shall be modified such that each reference to the Lease contained therein shall be deemed to refer to the Lease as amended by this Second Amendment.

9. Except as specifically modified or amended herein, the Lease remains unchanged and in full force and effect and is hereby ratified and confirmed in every respect.

10. In the event of a conflict between this Second Amendment and the Lease, this Second Amendment shall control.

11. Capitalized terms used in this Second Amendment but not defined in this Second Amendment have the meanings ascribed to them in the Lease.

12. This Second Amendment shall not be effective until it has been duly executed by the parties hereto.

13. This Second Amendment may be executed in counterparts, which taken together shall constitute one and the same instrument.

14. Additional terms to this Second Amendment, if any, are set forth in the attached Exhibits, which are incorporated herein by reference as follows:

Exhibit A. Base Rent

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be executed as of the date set forth above.

LANDLORD:

WLC THREE VI, L.L.C.,
a Delaware limited liability company

By: WLC Equity VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WLC-G Holdings VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WLC Investors VI, L.L.C.,
a Delaware limited liability company,
its Member

By: Walton REIT Holdings B-VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton REIT B-VI, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Walton Street Real Estate Fund VI-Q, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VI, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VI, Inc.,
a Delaware corporation,
its General Partner

By: /s/ James J. Holmes
Name: /s/ James J. Holmes
Title: Vice President

[COUNTERPART SIGNATURE PAGE TO SECOND AMENDMENT]

TENANT:

INOTEK PHARMACEUTICALS CORPORATION,
a Delaware corporation

By: /s/ William K. McVicar
Name: William K. McVicar
Title: EVP, Chief Scientific Officer

[COUNTERPART SIGNATURE PAGE TO SECOND AMENDMENT]

EXHIBIT "A"

BASE RENT

PREMISES
(2,440 RSF)

Period	Annual Base Rent	Monthly Base Rent	Per RSF
January 1, 2014 - December 31, 2014	$ 53,680.00	$ 4,473.00	$ 22.00

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment"), dated as of August 14, 2014, is entered into by and between WLC Three VI, L.L.C., a Delaware limited liability company ("Landlord") and Inotek Pharmaceuticals Corporation, a Delaware corporation ("Tenant").

W I T N E S S E T H

WHEREAS, Farley White Kilnbrook Three, LLC, a Massachusetts limited liability company ("Original Landlord"), as landlord, and Tenant, as tenant, entered into that certain Lease dated as of May 11, 2012 (the "Original Lease"), as amended by (a) that certain First Amendment of Lease dated as of February 22, 2013 by and between Original Landlord, as landlord, and Tenant, as tenant (the "First Amendment") and (b) that certain Second Amendment to Lease dated as of August 14, 2013 by and between Landlord, as landlord, and Tenant, as tenant (the "Second Amendment");

WHEREAS, the Original Lease, as amended by the First Amendment and the Second Amendment, shall be known as the "Lease";

WHEREAS, the Lease relates to premises measuring approximately 2,440 rentable square feet (the "Premises") located on the first (1st) floor of the building known as 131 Hartwell Avenue, Lexington, MA 02421 (the "Building"); and

WHEREAS, Landlord and Tenant wish to modify and amend the Lease subject to the terms and conditions set forth below.

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

1. Term and Expiration Date. The Term of the Lease is presently due to expire on December 31, 2014. The Term of the Lease shall be extended from January 1, 2015 through March 31, 2015 (the "Expiration Date").

2. Base Rent. Tenant shall continue to pay Base Rent in the amount set forth on Exhibit "A" of the Second Amendment and pursuant to Section 3.1 of the Original Lease.

3. Extension Option. Tenant acknowledges and agrees that Section 10.23 of the Original Lease, as amended by Section 3 of the Second Amendment, is hereby deleted in its entirety, and is of no further force or effect.

4. Other Options. Tenant acknowledges and agrees that Tenant has no (a) options or rights to extend the Term of the Lease, (b) options, rights of first offer, rights of first refusal, or other rights to expand the rentable square feet comprising the Premises or lease any other premises in the Building, or (c) options to terminate the Lease or contract the rentable square feet comprising the Premises.

5. Brokers. Except for CB Richard Ellis (representing Landlord exclusively), each party represents and warrants to the other that they have not made any agreement or taken any action which may cause anyone to become entitled to a commission as a result of the transactions contemplated by this Third Amendment, and each will indemnify and defend the other from any and all claims, actual or threatened, for compensation by any such third person by reason of such party's breach of their representation or warranty contained in this Third Amendment. Landlord will pay any commission due to the broker(s) hereunder pursuant to its separate agreement with the broker(s) hereunder subject to execution and delivery of this Third Amendment by Landlord and Tenant.

6. The Lease shall be modified such that each reference to the Lease contained therein shall be deemed to refer to the Lease as amended by this Third Amendment.

7. Except as specifically modified or amended herein, the Lease remains unchanged and in full force and effect and is hereby ratified and confirmed in every respect.

8. In the event of a conflict between this Third Amendment and the Lease, this Third Amendment shall control.

9. Capitalized terms used in this Third Amendment but not defined in this Third Amendment have the meanings ascribed to them in the Lease.

10. This Third Amendment shall not be effective until it has been duly executed by the parties hereto.

11. This Third Amendment may be executed in counterparts, which taken together shall constitute one and the same instrument.

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE.]

LANDLORD:

WLC THREE VI, L.L.C.,
a Delaware limited liability company

By: WLC Equity VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WLC-G Holdings VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WLC Investors VI, L.L.C.,
a Delaware limited liability company,
its Member

By: Walton REIT Holdings B-VI, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton REIT B-VI, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Walton Street Real Estate Fund VI-Q, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VI, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VI, Inc.,
a Delaware corporation,
its General Partner

By: /s/ James J. Holmes
Name: /s/ James J. Holmes
Title: Vice President

[COUNTERPART SIGNATURE PAGE TO SECOND AMENDMENT]

TENANT:

INOTEK PHARMACEUTICALS CORPORATION,
a Delaware corporation

By: /s/ William K. McVicar
Name: William K. McVicar
Title: EVP, Chief Scientific Officer

[COUNTERPART SIGNATURE PAGE TO SECOND AMENDMENT]

Edwin M. O'Connor
212.813.8853
eoconnor@goodwinprocter.com

Goodwin Procter LLP
Counselors at Law
The New York Times Building
620 Eighth Avenue
New York, NY 10018
T: 212.813.8800
F: 212.355.3333

August 29, 2014

CONFIDENTIAL SUBMISSION

Draft Registration Statement
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Confidential Submission
Pursuant to
Title I, Section 106 under the
Jumpstart Our Business Startups Act
and Section 24(b)(2) of the
Securities Exchange Act of 1934

Re: Inotek Pharmaceuticals Corporation
Confidential Submission of Draft Registration Statement on Form S-1

Ladies and Gentlemen:

On behalf of Inotek Pharmaceuticals Corporation, Inc., a Delaware corporation (the "***Company***"), and in connection with the confidential submission of its draft registration statement on Form S-1 (the "***Registration Statement***") on the date hereof, we hereby confidentially submit the draft Registration Statement pursuant to Title I, Section 106 under the Jumpstart Our Business Startups Act (the "***JOBS Act***") and Section 24(b)(2) of the Securities Exchange Act of 1934, as amended, for non-public review by the staff (the "***Staff***") of the Securities and Exchange Commission (the "***Commission***") prior to the public filing of the Registration Statement.

Pursuant to Title I, Section 101 of the JOBS Act, the Company is an "emerging growth company" that had total annual gross revenues of less than $1.0 billion during its fiscal year ended December 31, 2013. Therefore, the Company is permitted to make this confidential submission of the Registration Statement for review by the Staff, provided that the Registration Statement and all amendments thereto shall be publicly filed with the Commission not later than 21 days before the date on which the Company conducts a "road show," as such term is defined in Title 17, Section 230.433(h)(4) of the Code of Federal Regulations.

Please direct all notices and communications with respect to this confidential submission to each of the following:

David P. Southwell
Inotek Pharmaceuticals Corporation
131 Hartwell Avenue, Suite 105
Lexington, MA 02421
Telephone: (781) 676-2100

with a copy to:

Edwin M. O'Connor
Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Telephone: (212) 813.8853
Facsimile: (212) 355.3333

Please contact the undersigned at (212) 813.8853 or eoconnor@goodwinprocter.com if you have any questions regarding the foregoing.

Very truly yours,

/s/ Edwin M. O'Connor
Edwin M. O'Connor
of Goodwin Procter LLP

cc: David P. Southwell, President and Chief Executive Officer, Inotek Pharmaceuticals Corporation, Inc.
Mitchell S. Bloom, Goodwin Procter LLP