UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **January 23, 2017**

Leap Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-37990**	**27-4412575**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

47 Thorndike Street, Suite B1-1 Cambridge, MA	**02141**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(617) 714-0360**

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

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

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

Introductory Comment

Throughout this Current Report on Form 8-K, the terms "Leap", "we," "us," "our" and "Company" refer to Leap Therapeutics, Inc.

Throughout this Current Report on Form 8-K, the terms "Pre-Merger Stockholders" and "Royalty Vehicle Members" refer to HealthCare Ventures VIII, L.P., HealthCare Ventures IX, L.P., HealthCare Ventures Strategic Fund, L.P. and Eli Lilly and Company, collectively, as the context requires.

On January 23, 2017, Leap announced the completion of its previously reported merger transaction with Macrocure Ltd. (NASDAQ: MCUR) whereby a wholly owned subsidiary of Leap merged with and into Macrocure and Macrocure became a wholly owned subsidiary of Leap (the "Merger").

Item 1.01 Entry Into a Material Definitive Agreement

Royalty Agreement and Letter Agreement

On January 23, 2017, Leap entered into a Royalty Agreement (the "Royalty Agreement") with Leap Shareholder Royalty Vehicle, LLC, a Delaware limited liability company (the "Royalty Vehicle") and special purpose vehicle formed for the specific purpose of entering into the Royalty Agreement, as was previously described in the Section "Royalty Agreement" beginning on page 71 of Leap's Registration Statement on Form S-4 (File No. 333-213794) (the "Form S-4"), and the form of the Royalty Agreement was filed as Exhibit 10.6 to the Form S-4. Such description is incorporated herein by reference. The foregoing description of the Royalty Agreement does not purport to be complete and is qualified in its entirety by terms of the Royalty Agreement which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In addition, in connection with entering into the Royalty Agreement, on January 23, 2017, Leap, the Royalty Vehicle and each of the Royalty Vehicle Members entered into a Letter Agreement (the "Letter Agreement") outlining the tax treatment of the royalty rights subject to the Royalty Agreement. Pursuant to the Letter Agreement, the Royalty Rights shall be treated for tax purposes as having been distributed by Leap to the Royalty Vehicle Members and contributed by the Royalty Vehicle Members to the Royalty Vehicle as a capital contribution in respect of each such Royalty Vehicle Member's membership interest in the Royalty Vehicle. The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by terms of the Royalty Agreement which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Registration Rights Agreement

On January 23, 2017, immediately prior to the consummation of the Merger, Leap entered into a Registration Rights Agreement (the "Registration Rights Agreement") with the Pre-Merger Stockholders and certain shareholders of Macrocure that were anticipated to become holders of Leap's common stock pursuant to the Merger. The Registration Rights Agreement was previously described in the Section "Registration Rights Agreement" beginning on page 72 of the Form S-4 and the form of the Registration Rights Agreement was filed as Exhibit 4.3 to the Form S-4. Such description is incorporated herein by reference. The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by terms of the Royalty Agreement which is filed as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Subscription Agreement

On January 23, 2017, immediately prior to the consummation of the Merger, Leap and HealthCare Ventures IX, L.P. ("HCV IX") entered into a Subscription Agreement (the "Subscription Agreement") pursuant to which HCV IX

invested $10.0 million into Leap by purchasing 1,010,225 shares of Leap common stock at a purchase price per share of $9.90 (the "Equity Investment"). The Equity Investment was exempted from registration under Section 4(a)(2) of the Securities Act of 1933, as amended, as a transaction not involving any public offering. The Equity Investment was previously described further in the Section "Equity Investment" beginning on page 70 of the Form S-4. Such description is incorporated herein by reference. The foregoing description of the Subscription Agreement and the Equity Investment does not purport to be complete and is qualified in its entirety by such description included in the Form S-4, which is incorporated herein by reference. The foregoing description of the Subscription Agreement does not purport to be complete and is qualified in its entirety by terms of the Subscription Agreement which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement

The Amended and Restated Stockholders' Agreement between Leap and the Pre-Merger Stockholders, dated as of December 10, 2015 (the "Stockholders' Agreement"), terminated, and all rights and obligations of Leap and the Pre-Merger Shareholders thereunder ceased, effective upon the execution and delivery of the Registration Rights Agreement on January 23, 2017 by virtue of the terms of the Registration Rights Agreement. The Stockholders' Agreement was previously filed as Exhibit 4.2 to the Form S-4.

Item 2.01 Completion of Acquisition

On January 23, 2017, Leap announced the completion of the Merger. Pursuant to the Merger, each holder of ordinary shares, par value NIS 0.01 per share, of Macrocure, or ordinary shares, is entitled to receive approximately 0.1815 shares of common stock of Leap, par value $0.001 per share, or Leap common stock, per ordinary share, plus cash in lieu of a fractional share of Leap common stock based on a value of $9.90 per share of Leap common stock. The exchange ratio is based on a final net cash calculation, as of the closing, of $21.875 million.

The Merger was described further in the final prospectus, dated November 23, 2016, filed by Leap with the Securities and Exchange Commission, or SEC, on November 23, 2016 pursuant to Rule 424(b)(3) under the Securities Act of 1933, as amended (the "Prospectus"). The Agreement and Plan of Merger dated as of August 29, 2016, among Leap, M-CO Merger Sub Ltd., or Merger Sub, and Macrocure is attached as Annex A to the Prospectus (the "Merger Agreement"). The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the description of the Merger Agreement in the Prospectus and the Merger Agreement attached as Annex A to the Prospectus, each of which is incorporated herein by reference.

In connection with the consummation of the Merger, Leap applied to be listed on the NASDAQ Global Market. NASDAQ approved the listing of the Leap common stock, and trading in Leap common stock commenced on January 24, 2017, under the trading symbol "LPTX".

Macrocure has notified NASDAQ of the completion of the Merger, and trading in Macrocure's ordinary shares on NASDAQ has ceased. NASDAQ filed a delisting application on Form 25 with the SEC to report the delisting of the ordinary shares from NASDAQ on January 23, 2017. Macrocure furthermore expects to terminate the registration of its ordinary shares under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and therefore to cease filing reports with the SEC pursuant to the Exchange Act, approximately 10 days after the closing of the Merger.

Item 3.02 Unregistered Sales of Securities

The disclosure in Item 1.01 of this Current Report on Form 8-K under the heading "Subscription Agreement" is incorporated herein by reference.

Item 8.01. Other Events

On January 20, 2017, Leap filed a Third Amended and Restated Certificate of Incorporation, or the Restated Certificate, with the Secretary of State of the State of Delaware in connection with the anticipated completion of the Merger on January 23, 2017.

The Restated Certificate amended and restated in its entirety the Company's Second Amended and Restated Certificate of Incorporation, as amended, to, among other things: (i) authorize 100,000,000 shares of common stock; (ii) eliminate all references to the previously existing series of Leap preferred stock; (iii) authorize 10,000,000 shares of undesignated preferred stock that may be issued from time to time by the Company's board of directors; (iv) effect a one for 19.86754 reverse stock split of the Leap common stock outstanding immediately prior to the filing of the Restated Certificate; (v) establish a classified board of directors, divided into three classes with staggered three-year terms, with one class of directors to be elected at each annual meeting of the Company's stockholders; (vi) provide that, subject to the special rights of any holders of preferred shares, the directors may be removed from office only for cause and only by the affirmative vote of the holders of at least two-thirds of the outstanding shares of capital stock of the Company entitled to

vote in the election of directors, voting together as a class; (vii) provide that any vacancy on the Company's board of directors, including a vacancy resulting from an increase in the size of the board of directors, may be filled only by a vote of a majority of the directors then in office; and (viii) eliminate the ability of the Company's stockholders to take action by written consent in lieu of a meeting.

The foregoing description of the Restated Certificate is qualified in its entirety by reference to the full text of the Restated Certificate, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9. 01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired.

To the extent required, Leap will provide the financial statements required by Item 9.01(a) on Form 8-K by amendment to this Current Report on Form 8-K no later than the 71st calendar day after the required filing date for this Current Report on Form 8-K.

(b) Pro Forma Financial Information.

To the extent required, Leap will provide the pro forma financial statements required by Item 9.01(b) on Form 8-K by amendment to this Current Report on Form 8-K no later than the 71st calendar day after the required filing date for this Current Report on Form 8-K.

(d) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of August 29, 2016, among Leap, Merger Sub and Macrocure (incorporated by reference to Exhibit 2.1 to the Registrant's registration statement on Form S-4 (File No. 333-213794) filed on September 26, 2016 and attached as Annex A to the prospectus which forms part of such registration statement)
3.1	Third Amended and Restated Certificate of Incorporation of Leap Therapeutics, Inc.
10.1	Royalty Agreement
10.2	Letter Agreement

10.3	Registration Rights Agreement
10.4	Subscription Agreement

SIGNATURE

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

Date: January 26, 2017

LEAP THERAPEUTICS, INC.
(Registrant)

By: /s/ Christopher Mirabelli
Name: Christopher Mirabella
Title: Chief Executive Officer

EXHIBIT INDEX

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3.1	Third Amended and Restated Certificate of Incorporation of Leap Therapeutics, Inc.
10.1	Royalty Agreement
10.2	Letter Agreement

10.3	Registration Rights Agreement
10.4	Subscription Agreement

THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF LEAP THERAPEUTICS, INC.

Leap Therapeutics, Inc. (originally incorporated under the name Dekkun Corporation), a corporation hereby organized and existing under the laws of the State of Delaware (the "Corporation"), does hereby certify:

1. The name of the Corporation is "Leap Therapeutics, Inc." The date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was January 3, 2011.

2. This Third Amended and Restated Certificate of Incorporation (this "Restated Certificate") amends, restates and integrates the provisions of the Certificate of Incorporation of said Corporation, as amended by that certain Certificate of Amendment to the Certificate of Incorporation, dated as of May 29, 2014, as further amended by that certain Second Certificate of Amendment to the Certificate of Incorporation, dated as of April 17, 2015, as further amended by that certain Third Certificate of Amendment to the Certificate of Incorporation, dated as of November 16, 2015, as further amended and restated by that certain First Amended and Restated Certificate of Incorporation, dated as of December 10, 2015, and as further amended by that certain Second Amended and Restated Certificate of Incorporation, dated as of January 9, 2017, and has been duly adopted by the Board of Directors of the Corporation in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

3. This Restated Certificate has been duly adopted by the stockholders of the Corporation in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL"), and notice thereof has been given in accordance with the provisions of Section 228 of the DGCL.

4. The text of the original Certificate of Incorporation, as previously amended and restated, is hereby further amended and restated to read in full as herein set forth:

FIRST: The name of the Corporation is "Leap Therapeutics, Inc."

SECOND: The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, DE 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is one hundred ten million (110,000,000) shares, consisting of (a) one hundred million (100,000,000) shares of common stock, $0.001 par value per share ("Common Stock"), and (b) ten million (10,000,000) shares of undesignated preferred stock, $0.001 par value per share ("Preferred Stock"). Simultaneously with the effectiveness of the filing of this Restated Certificate (the "Split

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Effective Time"), each share of Common Stock issued and outstanding or held as treasury shares immediately prior to the Split Effective Time (the "Old Common Stock") shall, automatically and without any action on the part of the holder thereof, be split into 19.86754 shares of Common Stock, and any fractional interests resulting from such split will be cancelled and a cash payment therefor made by the Corporation to the appropriate stockholder or stockholders in lieu of issuing such fractional interests. Each holder of a certificate or certificates that, immediately prior to the Split Effective Time, represented outstanding shares of Common Stock (the "Old Certificates") shall, from and after the Split Effective Time, be entitled to receive, upon surrender of such Old Certificates to the Corporation's transfer agent for cancellation, a certificate or certificates (the "New Certificates") representing the shares of Common Stock into which the shares of Common Stock formerly represented by such Old Certificates so surrendered are split under the terms hereof. All share amounts and per-share amounts reflected herein (other than the per-share split number set forth in this paragraph) are set forth on a post-split basis as if the stock split contemplated by this paragraph had become effective and been implemented prior to the filing hereof. Without limiting the generality of the provisions of the immediately preceding sentence, all of the share amounts and the par value per-share amounts set forth in the immediately preceding paragraph of this Article FOURTH are set forth on a post-split basis as if the stock split contemplated by this paragraph had become effective and been implemented prior to the filing hereof.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. Common Stock.

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting. The holders of the Common Stock shall have voting rights at all meetings of stockholders, and each holder of Common Stock shall be entitled to one vote for each share of Common Stock held by such holder; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (which, as used herein, shall mean the certificate of incorporation of the Corporation, as amended from time to time, including the terms of any certificate of designations of any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or the General Corporation Law of the State of Delaware. There shall be no cumulative voting.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

3. Dividends. Dividends may be declared and paid on the Common Stock as and when determined by the Board of Directors subject to any preferential dividend or other rights of any then outstanding Preferred Stock and to the requirements of applicable law.

4. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential or other rights of any then outstanding Preferred Stock.

B. Preferred Stock.

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designations relating thereto in accordance with the General Corporation Law of the State of Delaware, to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing, the resolution or resolutions providing for the issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law.

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

FIFTH: Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

SIXTH: In furtherance and not in limitation of the powers conferred upon it by the General Corporation Law of the State of Delaware, and subject to the terms of any series of Preferred Stock, the Board of Directors shall have the power to adopt, amend, alter or repeal the Bylaws of the Corporation. The stockholders may not adopt, amend, alter or repeal the Bylaws of the Corporation, or adopt any provision inconsistent therewith, unless such action is approved, in addition to any other vote required by this Certificate of Incorporation, by the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article SIXTH.

SEVENTH: Except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the General Corporation Law of the State of Delaware is amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article SEVENTH.

EIGHTH: This Article EIGHTH is inserted for the management of the business and for the conduct of the affairs of the Corporation.

1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

2. Number of Directors; Election of Directors. The number of directors of the Corporation shall be established from time to time by the Board of Directors. Election of directors need not be by written ballot, except as and to the extent provided in the Bylaws of the Corporation.

3. Classes of Directors. The Board of Directors shall be and is divided into three classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The Board of Directors is authorized to assign members of the Board of Directors to Class I, Class II or Class III.

4. Terms of Office. Subject to Section 8 under this Article EIGHTH, each director shall serve for a term ending on the date of the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided that each director initially assigned to Class I shall serve for a term expiring at the Corporation's first annual meeting of stockholders held after the effectiveness of this Certificate of Incorporation; each director initially assigned to Class II shall serve for a term expiring at the Corporation's second annual meeting of stockholders held after the effectiveness of this Certificate of Incorporation; and each director initially assigned to Class III shall serve for a term expiring at the Corporation's third annual meeting of stockholders held after the effectiveness of this Certificate of Incorporation; provided further, that the term of each director shall continue until the election and qualification of his or her successor and be subject to his or her earlier death, resignation or removal.

5. Quorum. The majority of the directors at any time in office shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

6. Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number is required by law or by this Certificate of Incorporation.

7. Removal. Subject to the rights of holders of any series of Preferred Stock, directors of the Corporation may be removed only for cause and only by the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon.

8. Vacancies. Subject to the rights of holders of any series of Preferred Stock, any vacancy or newly created directorship in the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders, unless the Board of Directors determines by resolution that any such vacancy or newly created directorship shall be filled by the stockholders. A director elected to fill a vacancy shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor and to such director's earlier death, resignation or removal.

9. Stockholder Nominations and Introduction of Business, Etc. Advance notice of stockholder nominations for election of directors and other business to be brought by stockholders before a meeting of stockholders shall be given in the manner provided by the Bylaws of the Corporation.

10. Amendments to Article. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds (or three-fourths, if prior to the second (2nd) anniversary of the date of this Third Amended and Restated Certificate of Incorporation) in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article EIGHTH.

NINTH: Stockholders of the Corporation may not take any action by written consent in lieu of a meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article NINTH.

TENTH: Special meetings of stockholders for any purpose or purposes may be called at any time only by the Board of Directors, the chairperson of the Board of Directors, the chief executive officer or the president (in the absence of a chief executive officer), and may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purpose or purposes stated in the notice of meeting. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article TENTH.

ELEVENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of fiduciary duty owed by, or other wrongdoing by, any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, creditors or other constituents, (c) any action asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware or this Certificate of Incorporation or the Bylaws of the Corporation, (d) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws of the Corporation or (e) any action asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein; provided that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state or federal court sitting in the State of Delaware. To the fullest extent permitted by applicable law, any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article ELEVENTH. Notwithstanding any other provisions of law, this Certificate of Incorporation or the Bylaws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least two-thirds in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article ELEVENTH. If any provision or provisions of this Article ELEVENTH shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article ELEVENTH (including, without limitation, each portion of any sentence of this Article ELEVENTH containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

[*The remainder of this page is intentionally left blank.*
Signature on following page.]

IN WITNESS WHEREOF, this Third Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this Corporation on this 20th day of January, 2017.

LEAP THERAPEUTICS, INC.

By: /s/ Christopher K. Mirabelli
Name: Christopher K. Mirabelli
Title: President and Chief Executive Officer

ROYALTY AGREEMENT

BETWEEN

LEAP THERAPEUTICS, INC.

AND

LEAP SHAREHOLDER ROYALTY VEHICLE, LLC

EFFECTIVE AS OF JANUARY 23, 2017

ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT (this "***Agreement***") is entered into as of January 23, 2017 (the "***Effective Date***"), by and between **Leap Therapeutics, Inc.**, a Delaware corporation ("***Company***" or "***Leap***"), and **Leap Shareholder Royalty Vehicle, LLC**, a Delaware limited liability company ("***Leap SRV***"). Company and Leap SRV are sometimes referred to herein individually as a "***Party***" and collectively as "***Parties***."

RECITALS

Whereas, the Company is a party to that certain Agreement and Plan of Merger, dated as of August 29, 2016, by and among the Company, Macrocure Ltd., a company formed under the laws of the State of Israel and registered under No. 514083765 with the Israeli Registrar of Companies, and M-CO Merger Sub Ltd., a company formed under the laws of the State of Israel and registered under No. 515506855 with the Israeli Registrar of Companies (as amended and in effect from time to time, the "***Merger Agreement***").

Whereas, as contemplated by the Merger Agreement and the transactions contemplated therein (the "***Merger***"), the Company's board of directors has authorized the Company to distribute to each Shareholder of the Company immediately prior to the consummation of the Merger on the date of this Agreement (collectively, the "***Shareholders***") the right (the "***Royalty Right***") to receive such Shareholder's pro rata portion (calculated as between the Shareholders on an as-converted to common stock basis) of (i) royalties equal to two percent (2%) of Net Sales (as defined in Article 1 below) of DKN-01 Products (as defined in Article 1 below) and (ii) royalties equal to five percent (5%) of Net Sales of TRX518 Products (as defined in Article 1 below), provided that the following conditions shall have been satisfied: (1) Leap SRV shall have been formed; (2) the Shareholders shall have agreed to become members of Leap SRV on terms and conditions agreed upon by all of the Shareholders and set forth in the limited liability company agreement of Leap SRV; (3) Leap, Leap SRV and the Shareholders shall have agreed in writing that (i) each Shareholder's Royalty Rights shall be treated for tax purposes as having been distributed by Leap to such Shareholder and contributed by such Shareholder to Leap SRV as a capital contribution to Leap SRV in respect of such Shareholder's membership interest in Leap SRV and (ii) this Agreement and the performance by Leap of all of its obligations under this Agreement shall supersede any obligation of Leap to make any royalty payments to any Shareholder in respect to such Shareholder's Royalty Right; and (4) Leap SRV and the Company shall have executed and delivered this Agreement;

Whereas, Leap SRV has been formed by virtue of filing a Certificate of Formation with the Office of the Secretary of State of the State of Delaware;

Whereas, simultaneously with the execution and delivery of this Agreement by the Parties, all of the Shareholders are executing and delivering the limited liability operating agreement of Leap SRV pursuant to which the Shareholders are agreeing to become members of Leap SRV on the terms and conditions set forth in such limited liability company agreement;

Whereas, simultaneously with the execution and delivery of this Agreement and the limited liability company agreement of Leap SRV, Leap, Leap SRV and the Shareholders are executing a letter agreement pursuant to which they are agreeing that (i) each Shareholder's Royalty Rights shall be treated for tax purposes as having been distributed by Leap to such Shareholder and contributed by such Shareholder to Leap SRV as a capital contribution to Leap SRV in respect of such Shareholder's membership interest in Leap SRV and (ii) this Agreement and the performance by Leap of all of its obligations under this Agreement shall supersede any obligation of Leap to make any royalty payments to any Shareholder in respect to such Shareholder's Royalty Right; and

Whereas, Leap and Leap SRV desire to enter into this Agreement.

Now, Therefore, in consideration of the above premises and the mutual covenants and agreements set forth below, the Parties hereto agree as follows.

ARTICLE 1

DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meanings:

"**Affiliate**" means, with respect to a Party, any Person directly or indirectly controlling, controlled by, or under common control with, such Party. For purposes of this Agreement, the term "controlled" (including the terms "controlled by" and "under common control with") as used in this context, means the direct or indirect ability or power to direct or cause the direction of management policies of a Person or otherwise direct the affairs of such Person, whether through ownership of equity, voting securities, beneficial interest, by contract or otherwise. Control shall be presumed to exist where a Party controls 50% or more of the outstanding voting securities of an entity. Notwithstanding the foregoing provisions of this definition, any Person that is controlled or

under common control with any of the stockholders of the Company but is not directly or indirectly controlled by the Company shall not be deemed or treated as an Affiliate of the Company for purposes of this Agreement.

"**Agreement**" means this Royalty Agreement, together with any amendments to or restatements of this Royalty Agreement.

"**Applicable Laws**" means all applicable laws, ordinances, rules and regulations of any kind whatsoever of any governmental (including international, foreign, federal, state, provincial and local) or regulatory authority, including, without limitation, all laws, ordinances, rules and regulations promulgated by the FDA, European Medicines Evaluation Agency or any other foreign equivalent of the FDA.

"**Calendar Quarter**" means, as applicable, the three (3) month period ending on March 31, June 30, September 30 or December 31. The initial Calendar Quarter will be deemed

to begin on the Effective Date and end on the expiration of that Calendar Quarter in which the Effective Date falls.

"**Compound**" means either or both of (i) DKN-01 and (ii) TRX518, as the context may require.

"**Confidential Information**" means information received (whether disclosed in writing, electronically, orally or by observation) by one Party (the "***Receiving Party***") from the other Party (the "***Disclosing Party***") pursuant to this Agreement unless in each case such information, as shown by competent evidence:

(a) was known to the Receiving Party or to the public prior to the Disclosing Party's disclosure, as demonstrated by contemporaneous written records;

(b) became known to the public, after the Disclosing Party's disclosure hereunder, other than through a breach of the confidentiality provisions of this Agreement by the Receiving Party or any Person to whom such Receiving Party disclosed such information;

(c) was subsequently disclosed to the Receiving Party by a Person having a legal right to disclose, without any restrictions, such information or data; or

(d) was developed by the Receiving Party independently of the Disclosing Party's Confidential Information.

"**Damages**" means any and all costs, losses, claims, demands for payment, government enforcement actions, liabilities, fines, penalties, expenses, court costs and reasonable fees and disbursements of counsel, consultants and expert witnesses incurred by a Party hereto or its Affiliates (including any court-imposed interest in connection therewith).

"**DKN-01**" means the monoclonal antibody that, as of the Effective Date, is identified as DKN-01 and is being developed by the Company.

"**DKN-01 Product**" means any composition or product that comprises, includes or incorporates DKN-01.

"**Effective Date**" shall have the meaning set forth in the first paragraph hereof.

"**GAAP**" means U.S. Generally Accepted Accounting Principles, consistently applied.

"**Net Sales**" shall mean, with respect to a Product, the gross amount invoiced by any Permitted Seller to a Third Person that is not a Permitted Seller for such Product in the Territory, less:

(a) Trade, quantity and cash discounts allowed;

(b) Commissions, discounts, refunds, rebates (including, but not limited to, wholesaler or distributor inventory management fees), chargebacks, retroactive price adjustments, and any other allowances which effectively reduce the net selling price;

(c) Actual Product returns and allowances;

(d) Sales taxes, VAT and similar taxes to the extent that such are detailed in the invoice and included in the gross amount invoiced for such Product; and

(e) Reserves or allowances for bad debt or uncollectible amounts.

Such amounts shall be determined from the books and records of the applicable Permitted Seller, maintained in accordance with U. S. Generally Accepted Accounting Principles consistently applied. In determining such amounts, the applicable Permitted Seller will use such Permitted Seller's then current standard procedures and methodology, including such Permitted Seller's then current standard exchange rate methodology for the translation of foreign currency sales into U.S. Dollars, consistently applied.

In the event that a Product is sold as part of a Combination Product (where "***Combination Product***" means any pharmaceutical product which comprises a Product and other active compound(s) and/or ingredients), the Net Sales of such Product, for the purposes of determining royalty payments under this Agreement, shall be determined by multiplying the Net Sales of such Combination Product (which Net Sales shall be calculated as set forth above in this definition except every reference to Product shall be deemed a reference to such Combination Product) by the fraction, A / (A+B) where A is the weighted

average sale price of such Product when sold separately in finished form, and B is the weighted average sale price of the other active compound(s), product(s) and/or ingredients sold separately in finished form.

In the event that, with respect to a Combination Product, the weighted average sale price of the applicable Product can be determined but the weighted average sale price of the other applicable active compound(s), product(s) and/or ingredients cannot be determined, Net Sales for purposes of determining royalty payments shall be calculated by multiplying the Net Sales of such Combination Product by the fraction A / C where A is the weighted average sale price of such Product when sold separately in finished form and C is the weighted average sale price of such Combination Product.

In the event that, with respect to a Combination Product, the weighted average sale price of the other applicable active compound(s), product(s) and/or ingredients can be determined but the weighted average sale price of the applicable Product cannot be determined, Net Sales for purposes of determining royalty payments shall be calculated by multiplying the Net Sales of such Combination Product by the following formula: one (1) minus B / C where B is the weighted average sale price of such other applicable active compound(s), product(s) and/or ingredients when sold separately in finished form and C is the weighted average sale price of such Combination Product.

In the event that, with respect to a Combination Product, the weighted average sale price of both the applicable Product and the other applicable active compound(s), product(s) and/or ingredients in such Combination Product cannot be determined, the Net Sales of the applicable Product shall be deemed to be equal to fifty percent (50%) of the Net Sales of such Combination Product.

The weighted average sale price for a Product, other applicable active compound(s), product(s) and/or ingredients, or Combination Product shall be calculated once each Calendar Year and such price shall be used during all applicable royalty reporting periods for such entire Calendar Year. When determining the weighted average sale price of a Product, other applicable active compound(s), product(s) and/or ingredients, or Combination Product, the weighted average sale price shall be calculated by dividing the sales dollars (translated into U.S. dollars) by the units of active ingredient sold during the twelve (12) months (or the number of months sold in a partial calendar year) of the preceding Calendar Year for the respective Product, other applicable active compound(s), product(s) and/or ingredients, or Combination Product. In the initial Calendar Year, a forecasted weighted average sale price will be used for the applicable Product, other applicable active compound(s), product(s) and/or ingredients, or Combination Product. Any over or under payment due to a difference between forecasted and actual weighted average sale prices will be paid or credited in the first royalty payment of the following Calendar Year.

"**Permitted Seller**" means (i) Company, (ii) any Affiliate of the Company, (iii) any permitted assignee or sublicensee having the right to sell a Product.

"**Person**" means a natural person, a corporation, a partnership, a trust, a joint venture, a limited liability company, any governmental authority, or any other entity or organization.

"**Product**" means any composition or product that comprises, includes or incorporates a Compound.

"**Sales Report**" shall have the meaning set forth in Section 3.2.

"**Territory**" means all countries of the world.

"**Third Person**" means Persons other than the Parties or Affiliates thereof.

"**TRX518**" means the monoclonal antibody that, as of the Effective Date, is identified as TRX518 and is being developed by the Company.

"**TRX518 Product**" means any composition or product that comprises, includes or incorporates TRX518.

ARTICLE 2

CONSIDERATION

2.1 Royalty Payments. Subject to and upon the terms and conditions set forth in this Agreement, Company shall pay Leap SRV a royalty on sales of any and all DKN-01 Products sold or otherwise commercialized by Company and/or any of Permitted Sellers in the Territory during each Calendar Quarter equal to two percent (2%) of the amount of Net Sales with respect to any and all DKN-01 Products in the Territory during such Calendar Quarter. Subject to and upon the terms and conditions set forth in this Agreement, Company shall pay Leap SRV a royalty on sales of any and all TRX518 Products sold or otherwise commercialized by Company and/or any of Permitted Sellers in the Territory during each Calendar Quarter equal to five percent (5%) of the amount of Net Sales with respect to any and all TRX518 Products in the Territory during such Calendar Quarter.

2.2 Royalty Payments, Record Retention. Company shall pay royalties due under Section 2.1 concurrently with the remittance of the royalty report in accordance with this Section 2.2. All amounts payable to Leap SRV under Section 2.1 shall be paid by electronic wire transfer in immediately available funds to an account designated in writing by Leap SRV. Company shall keep and maintain (and shall cause its Affiliates and require all Permitted Sellers to keep and maintain) proper, complete and accurate books and records in such form and detail as is necessary to ascertain Company's compliance with the financial terms of this Agreement including without limitation such records as are necessary to verify royalty payments owed under Section 2.1. Such records shall be kept in accordance with GAAP, consistently applied. Company shall preserve (and to the extent applicable, will cause its Affiliates and require all Permitted Sellers to preserve) such records made in any calendar year for a period of three (3) years following the close of that calendar year. Beginning with the first commercial sale of a Product, Company shall furnish Leap SRV with a quarterly report (a "***Sales Report***") on Net Sales of any and all Products within sixty (60) days after the end of each Calendar Quarter, which Sales Report shall set forth in reasonable detail on a Product-by-Product and country-by-country basis: (i) the Net Sales with respect to such Product during such Calendar Quarter in such country broken down between Company and any other Permitted Sellers; and (ii) the total royalties due under Section 3.1 during such Calendar Quarter in such country broken down between Company

and any other Permitted Sellers and the basis of the calculation thereof. If Company receives any sales forecasts with respect to Products from a Permitted Seller, then Company will provide such forecast to Leap SRV.

2.3 Audits. During the term of this Agreement, Leap SRV shall, not more than once each year, have the right to have independent certified public accountants selected by Leap SRV and approved by the Company (such approval not be unreasonably withheld, conditioned or delayed) audit the Company's records for the purpose of determining the accuracy of payments due or paid to Leap SRV under Section 2.1. The independent certified public accountants shall keep confidential any information obtained during such audit. If it is determined that additional royalties are owed to Leap SRV during such period, the Company will pay Leap SRV the additional royalties within thirty (30) days of the date the independent certified public

accountant's written report is provided to Company. In the event that such audit discloses that the actual royalties or other amounts payable by Company to Leap SRV are less than the royalties or other amounts paid by Company, then Company may credit any overpayment based on the results disclosed by such audit against future royalties due Leap SRV. The fees charged by such accounting firm will be paid by Leap SRV unless any additional royalties owed exceed five percent (5%) of the royalties paid for the applicable period subject to audit, in which case Company will pay the reasonable fees of the accounting firm.

2.4 Taxes and Currency. All payments made to Leap SRV under this Agreement shall be in United States dollars. Any and all taxes required to be withheld from, or paid with respect to, any royalty payments made or treated as made by Company to any direct or indirect recipient under this Agreement shall be the liability of and paid by that recipient. If laws or regulations require Company or any of its Affiliates, employees, or agents to withhold, or otherwise pay, taxes on payments made or treated as made to any direct or indirect recipient, the taxes will be deducted by Company from any payment(s) to the recipient (and, to the extent the tax amount exceeds the amount of any payment currently payable to such recipient, will be offset against the next future payment(s) to such recipient) and will be remitted by Company to the proper tax authority. Any such direct or indirect recipient shall provide the Company with such tax status certifications as the Company may reasonably request. Any taxes withheld by or otherwise paid by Company or any of its Affiliates, employees, or agents in respect of a payment hereunder shall be deemed paid to the recipient to which the applicable payment would otherwise have been made and shall (without duplication) reduce the amount of the actual payment and/or any future payment(s) otherwise payable to the recipient. Any taxes required to be withheld from, or paid with respect to, any royalty payments made or treated as made by Company to any direct or indirect recipient shall, at the request of Company, be paid to Company by the direct or indirect recipient within ten (10) days of written notice from Company requesting the payment. Any Person that holds a royalty or other payment interest under this Agreement will use reasonable best efforts to have each Person to whom all or any portion of such royalty or payment interest is assigned or otherwise transferred agree to be bound, for the Company's benefit, with the provisions of this Section 2.4.

2.5 Late Payment. Any amounts not paid by Company when due under this Agreement will be subject to interest from and including the date payment is due through and including the date upon which Leap SRV has collected the funds in accordance herewith at a rate equal to the lesser of (i) the sum of two percent (2%) plus the prime rate of interest quoted in the Money Rates (or equivalent) section of the *Wall Street Journal* per annum, calculated daily on the basis of a three hundred sixty (360) day year, or (ii) the maximum interest rate allowed by law.

ARTICLE 3

CONFIDENTIALITY

3.1 Confidential Information. Unless and to the extent otherwise provided elsewhere in this Agreement (including, without limitation, further below in this Section 3.1 or in

Sections 3.2 and 3.3), the Parties agree that, unless the Receiving Party obtains the prior written consent of the Disclosing Party, at all times during the term of this Agreement, the Receiving Party will keep completely confidential, will not publish or otherwise disclose and will not use directly or indirectly for any purpose any Confidential Information of the Disclosing Party relating to the subject matter of this Agreement.

3.2 Limited Disclosure by either Party Permitted. Each Party may disclose Confidential Information of the other Party to the extent that such disclosure is:

(a) required by law, in the opinion of legal counsel to the Receiving Party; provided, however, that the Receiving Party will first have given reasonable notice to the Disclosing Party (if practicable) and given the Disclosing Party a reasonable opportunity to obtain a protective order or confidential treatment requiring that the Confidential Information and documents that are the subject thereof be held in confidence by the recipient or, if disclosed, be used only for purposes required by such law; provided further, however, that if a protective order is not obtained, the Confidential Information so disclosed will be limited to that information that is legally required to be disclosed as required by Applicable Law;

(b) made by the Receiving Party to a United States or foreign tax authority;

(c) made by the Receiving Party to its representatives; provided, however, that: (i) each such representative has a need to know such Confidential Information and has an obligation to maintain the confidentiality of such information, (ii) the Receiving Party informs each representative receiving such Confidential Information of its confidential nature, and (iii) the Receiving Party will be responsible for any breach of this Article 3 by any of its representatives to the same extent as if the breach were by the Receiving Party; or

(d) made by a Receiving Party in order to comply with applicable securities law disclosure requirement or any disclosure requirements of any applicable stock market or securities exchange.

3.3 Disclosure of Agreement. Except as contemplated herein, neither Party shall disclose the terms of this Agreement (nor a redacted version thereof) to any Third Person without the prior written consent of the other Party. Without limitation, these prohibitions apply to press releases, annual reports, prospectuses, public statements, educational and scientific conferences, promotional materials, governmental filings and discussions with public officials, securities analysts and the media. However, subject to the requirements for review and approval that follow, this provision does not apply to a disclosure

regarding this Agreement, which counsel to a Party has advised is required by Applicable Laws, to any regulatory authority, Securities and Exchange Commission, Federal Trade Commission or Department of Justice or any applicable stock market or securities exchange. This includes requests for a copy of this Agreement or related information by tax authorities. Notwithstanding the foregoing, each Party may disclose the terms contained in this Agreement to its independent auditors in connection with audits of the Receiving Party, to its financial and other advisors, including legal counsel, and to its

representatives and Third Persons to the same extent that such Party is permitted to disclose Confidential Information of the other Party to its representatives or any Third Person pursuant to any of the provisions of Section 3.2 hereof.

If any Party to this Agreement determines a release of information regarding terms of this Agreement is required by Applicable Laws, prior to any release of such information, that Party will notify the other Party in writing as soon as practicable and provide as much detail as possible in relation to the disclosure required and, where possible under Applicable Laws, will endeavor in good faith to provide the other Party with a minimum of five (5) business days to review the proposed public statement. The Parties will then discuss what information, if any, will actually be released and that Party shall obtain the other Party's prior written consent or conduct any actions it may reasonably take to prevent or limit the requested disclosure. In addition, the non-disclosing Party shall have the right to review and comment on a redaction of this Agreement required by the SEC or other agencies and the disclosing Party shall use good faith in taking the non-disclosing Party's comments into account prior to releasing the redaction to the SEC or such agency.

The obligations of each Party under this Section 3.3 shall automatically terminate with respect to any portion of this Agreement or any portion of the terms of this Agreement that becomes publicly available without any breach by such Party of any of its obligations under this Section 3.3.

ARTICLE 4

INDEMNIFICATION

4.1 Indemnification by Company. Company shall defend, indemnify and hold harmless Leap SRV and its Affiliates and their officers, directors, employees and agents against any and all Damages incurred by any of them resulting from or arising out of (i) any material breach of any covenant or agreement made by Company in this Agreement, and (ii) any claims by any third party in connection with the research, development, manufacture, use or sale or other commercialization by the Company or any other Permitted Seller of any Product, including, without limitation, (1) any claim by any third party for personal injury or property damage or any other kind of product liability claim related to, or arising or resulting from, any of such activities by the Company or any other Permitted Seller of any Product and (2) any claim by any third party that any of such activities by the Company or any other Permitted Seller of any Product infringes or allegedly infringes the intellectual property rights of such third party.

4.2 Indemnification by Leap SRV. Leap SRV shall defend, indemnify and hold harmless Company and its Affiliates and their officers, directors, employees and agents against any and all Damages incurred by any of them resulting from or arising out of (i) any material breach of any covenant or agreement made by Leap SRV in this Agreement; and (ii) any claims by any Shareholder or its successors, or other equity holders of Leap, regarding the Royalty Right of such Shareholder and the entitlement of such Shareholder or its successors, or other

equity holders of Leap, to participate in any royalty payment made by the Company pursuant to this Agreement. Notwithstanding the foregoing, Leap SRV shall not have any indemnification obligation under this Section 4.2 with respect to any claim by any other equity holder of Leap as contemplated under the foregoing clause (ii) of this Section 4.2 unless and until there is a final judgment on the merits rendered by a court of competent jurisdiction in favor of any such equity holder of Leap from which no appeal has been taken or can be taken.

4.3 Notice and Opportunity to Defend.

(a) Notice. Promptly after receipt by a Party hereto of notice of any claim that could give rise to a right to indemnification pursuant to this Article 4, such Party (the "***Indemnitee***") will give the other Party (the "***Indemnifying Party***") written notice describing the claim in reasonable detail. The failure of an Indemnitee to give notice in the manner provided herein will not relieve the Indemnifying Party of its obligations under this Article 4, except to the extent that such failure to give notice materially prejudices the Indemnifying Party's ability to defend such claim.

(b) Defense of Action. In case any action that is subject to indemnification under this Article 4 shall be brought against an Indemnitee and it has given written notice to the Indemnifying Party of the commencement thereof, the Indemnifying Party shall be entitled to participate and, if it so desires, to assume the defense with counsel reasonably satisfactory to such Indemnitee. After notice from the Indemnifying Party to the Indemnitee of its election to assume the defense, the Indemnifying Party shall not be liable to such Indemnitee under this Article 4 for any fees of other counsel or any other expenses, in each case subsequently incurred by such Indemnitee in connection with the defense.

(c) Indemnitee's Separate Counsel. Notwithstanding the foregoing, the Indemnitee shall have the right to employ separate counsel and to participate in the defense of such action at the Indemnitee's expense, provided however, that the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel if: (i) the use of counsel chosen by the Indemnifying Party to represent the Indemnitee would present such counsel with a conflict of interest, and the Indemnifying Party does not elect to engage new counsel without such a conflict; (ii) the Indemnifying Party shall not have employed counsel reasonably satisfactory to the Indemnitee to represent the Indemnitee within a reasonable time after notice of the institution of such action; or (iii) the Indemnifying Party shall authorize the Indemnitee in writing to employ separate counsel at the Indemnifying Party's expense.

(d) Settlement. If an Indemnifying Party assumes the defense of such action, no compromise or settlement thereof may be effected by the Indemnifying Party without the Indemnitee's written consent, which consent shall not be unreasonably withheld or delayed.

(e) Conduct of Defense. Notwithstanding anything to the contrary in this Section 4, the Party conducting the defense of a claim will (1) keep the other Party informed on a reasonable and timely basis as to the status of the defense of such claim (but only to the extent such other Party is not participating jointly in the defense of such claim), and (2) conduct the defense of such claim in a prudent manner.

ARTICLE 5

TERM

5.1 Term. The term of this Agreement will begin upon the Effective Date and will continue in full force and effect indefinitely.

ARTICLE 6

MISCELLANEOUS

6.1 Independent Contractor. It is understood and agreed that the Parties shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as creating any partnership, joint venture or employer-employee relationship between the Parties or as authorization for either Company or Leap SRV to act as agent for the other.

6.2 No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights to any Third Person.

6.3 Amendment. This Agreement may not be amended, supplemented, or otherwise modified except by an instrument in writing signed by authorized representatives of each Party, provided that any agreement for an amendment of this Agreement on behalf of the Company or any waiver of any of the Company's rights under this Agreement shall be subject to prior approval of the then disinterested directors of the board of directors of the Company. It is further agreed by the Parties, that in the event that this Agreement or any part thereof is assigned by Leap SRV, then the Person(s) holding the right to receive the majority of the royalty payment under this Agreement shall be entitled to execute an amendment to this Agreement as a representative of Leap SRV, provided that no amendment to this Agreement that is approved by such Person or Persons that hold the right to receive the majority of the royalty payment under this Agreement shall be binding on any other Person that is entitled to receive a royalty payment under this Agreement without the prior written consent of such other Person unless such amendment to this Agreement applies in the same fashion to all Persons entitled to receive royalty payments under this Agreement.

6.4 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the Parties and their respective Affiliates and stockholders with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter

hereof existing between the Parties or among either Party and any Affiliates or stockholders of the other Party are expressly canceled, including, but not limited to, any rights and obligations included in the term sheet which was executed between Company and Macrocure Ltd. dated June 1, 2016.

6.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions will not be affected thereby.

6.6 Waiver. Any term or provision of this Agreement may be waived at any time by the Party entitled to the benefit thereof only by a written instrument executed by such Party. No delay on the part of Leap SRV or Company in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either Leap SRV or Company of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor will any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

6.7 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon receipt if delivered personally or by facsimile transmission (receipt verified), mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by prepaid express courier service, to the Parties at the following addresses (or at such other address for a Party as shall be specified by the notice; provided, that notices of a change of address shall be effective only upon receipt thereof):

For Company:
Leap Therapeutics, Inc.
47 Thorndike Street, Suite B1-1
Cambridge, MA 02141
Attention: President

For Leap SRV:
Leap Shareholder Royalty Vehicle, LLC
47 Thorndike Street, Suite B1-1
Cambridge, MA 02141
Attention: Manager

6.8 Governing Law. Each of the parties irrevocably and unconditionally (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement which is expressly permitted by the terms of this Agreement to be brought in a court of law, may be brought in the courts of record of the Commonwealth of Massachusetts (Middlesex or Suffolk Counties) or the court of the United States, District of Massachusetts; (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; (iii) waives any objection which it or he may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agrees that service of any court papers may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in such courts.

6.9 Assignability. During the term of this Agreement, neither Party shall assign any benefit or burden under this Agreement without prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned, except that (i) either Party may assign its rights and obligations under this Agreement to any Person with which it may merge or consolidate or to any company to whom it may transfer substantially all of its assets or to any Person which may acquire such Party (including, in each case, any company created as a new vehicle upon any such merger, transfer or acquisition), and (ii) Leap SRV may freely assign its royalty and other payment interests (and related information access, audit and other rights) in whole or in part; provided, however, that, in the event that, as a result of any assignment or assignments of the right to receive royalty and other payment interests under this Agreement, the Company becomes obligated to make royalty payments pursuant to this Agreement to more than one person, the Company shall have the right to engage and appoint a paying agent to perform on behalf of the Company some or all of the obligations of the Company under this Agreement and, if the Company exercises its right to appoint a paying agent, each person that is entitled to receive payments under this Agreement shall be obligated to provide to any such paying agent appointed by the Company any information reasonably requested by such paying agent and to execute and deliver such instruments and documents as such paying agent shall reasonably request in connection with performing the obligations of the Company under this Agreement that have been delegated by the Company to such paying agent. The appointment by the Company of any such paying agent shall not operate to release or discharge the Company from any of its obligations under this Agreement. Any assignment by either Party of any benefit or burden under this Agreement in accordance with the provisions of this Section 6.09 shall not release the assigning Party from any of its obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6.10 Jointly Prepared. This Agreement will be deemed to have been drafted by both Leap SRV and Company and will not be construed against either Party as the draftsperson hereof.

6.11 Headings, Gender and Number. All section and article titles or captions contained in this Agreement and in any exhibit, schedule or certificate referred to herein or annexed to this Agreement are for convenience only, will not be deemed a part of this Agreement and will not affect the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and other gender, masculine, feminine, or neuter, as the context requires.

6.12 Further Assurances. Each of the Parties to this Agreement shall at the request of any other Party execute and deliver any further documents and do all acts and things as that Party may reasonably require in order to carry out the true intent and meaning of this Agreement.

6.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the

same agreement. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties by their respective authorized representatives, have executed this Agreement as of the date first above written.

LEAP THERAPEUTICS, INC.

By: /s/ Christopher K. Mirabelli
Printed: Christopher K. Mirabelli
Title: Chief Executive Officer

LEAP SHAREHOLDER ROYALTY VEHICLE, LLC

By: /s/ Douglas E. Onsi
Printed: Douglas E. Onsi
Title: Manager

[Signature Page to Royalty Agreement]

Exhibit 10.2

Execution Version

LETTER AGREEMENT

This Letter Agreement ("Letter Agreement") is entered into as of January 23, 2017, by and among Leap Therapeutics, Inc., a Delaware corporation ("Leap"), Leap Shareholder Royalty Vehicle, LLC, a Delaware limited liability company ("Leap SRV"), HealthCare Ventures VIII, L.P., a Delaware limited partnership ("HCV VIII"), HealthCare Ventures IX, L.P., a Delaware limited partnership ("HCV IX"), HealthCare Strategic Fund, L.P., a Delaware limited partnership ("HCV Strategic"), and Eli Lilly and Company, an Indiana corporation ("Lilly" and, together with HCV VIII, HCV IX and HCV Strategic, the "Initial Members").

WHEREAS, the Initial Members own 100% of the capital stock of Leap;

WHEREAS, Leap is a party to that certain Agreement and Plan of Merger, dated as of August 29, 2016, by and among Leap, Macrocure Ltd., a company formed under the laws of the State of Israel and registered under No. 514083765 with the Israeli Registrar of Companies, and M-CO Merger Sub Ltd., a company formed under the laws of the State of Israel and registered under No. 515506855 with the Israeli Registrar of Companies (as amended and in effect from time to time, the "Merger Agreement");

WHEREAS, as contemplated by the Merger Agreement and the transactions contemplated therein (the "Merger"), Leap's board of directors has authorized Leap to distribute to each Initial Member, in each Initial Member's capacity as a shareholder of Leap, immediately prior to the consummation of the Merger the right (such right and the corresponding right of all other Initial Members being referred to, collectively, as, the "Royalty Rights") to receive such Initial Member's pro rata portion (calculated as between the Initial Members with respect to their ownership of Leap on an as-converted to common stock basis) (its "Pro Rata Portion") of (i) royalties equal to two percent (2%) of Net Sales of DKN-01 Products (as such terms are defined in the Royalty Agreement, defined below) and (ii) royalties equal to five percent (5%) of Net Sales of TRX518 Products (as such terms are defined in the Royalty Agreement); provided that, among other things, the Initial Members, Leap and Leap SRV have made the acknowledgments contained herein;

WHEREAS, simultaneously with the execution of this Letter Agreement, the Initial Members are executing and delivering the limited liability operating agreement of Leap SRV pursuant to which the Initial Members are agreeing to become members of Leap SRV on the terms and conditions set forth in such limited liability company agreement; and

WHEREAS, simultaneously with the execution of this Agreement, Leap SRV is entering into that certain Royalty Agreement with Leap (the "Royalty Agreement"), which governs each parties rights and obligations with respect to the Royalty Rights.

NOW, THEREFORE, by signing below, the Initial Members, Leap and Leap SRV acknowledge and agree as follows:

1. The Royalty Rights shall be treated for tax purposes as having been distributed by Leap to the Initial Members and contributed by the Initial Members to Leap SRV

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as a capital contribution in respect of each such Initial Member's membership interest in Leap SRV.

2. The Royalty Agreement and the performance by Leap of its obligations under the Royalty Agreement shall supersede any obligations of Leap to make any royalty payments to any Initial Member in respect of each such Initial Member's portion of the Royalty Rights.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has made and executed this Letter Agreement on the date first set forth above.

LEAP THERAPEUTICS, INC.

By: /s/ Christopher K. Mirabelli
Name: Christopher K. Mirabelli
Title: Chief Executive Officer

LEAP SHAREHOLDER ROYALTY VEHICLE, LLC.

By: /s/ Douglas E. Onsi
Name: Douglas E. Onsi
Title: Manager

HEALTHCARE VENTURES VIII, L.P.

By: HealthCare Partners VIII, L.P.
its General Partner

By: HealthCare Partners VIII, LLC

its General Partner

By: /s/ Jeffrey B. Steinberg
Name: Jeffrey B. Steinberg
Title: Administrative Officer

HEALTHCARE VENTURES IX, L.P.

By: HealthCare Partners IX, L.P.
its General Partner

By: HealthCare Partners IX, LLC
its General Partner

By: /s/ Jeffrey B. Steinberg
Name: Jeffrey B. Steinberg
Title: Administrative Officer

[signatures continue on following page]

[Signature Page to Letter Agreement]

HEALTHCARE VENTURES STRATEGIC FUND, L.P.

By: HealthCare Strategic Partners, LLC
its General Partner

By: /s/ Jeffrey B. Steinberg
Name: Jeffrey B. Steinberg
Title: Administrative Officer

ELI LILLY AND COMPANY

By: /s/ Darren J. Carroll
Name: Darren J. Carroll
Title: Sr. Vice President
Corporate Business Development

[Signature Page to Letter Agreement]

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT, dated this 23rd day of January, 2017 (this "Agreement"), is entered into by and among Leap Therapeutics Inc., a Delaware corporation, f/k/a Dekkun Corporation and HealthCare Pharmaceuticals, Inc. (the "Corporation"), and (i) those holders of Common Stock, par value $0.001 per share, of the Corporation (the "Common Stock") listed on Schedule 1 hereto (collectively, the "Original Holders" and, each individually, an "Original Holder") and (ii) those holders of Common Stock who become party to this Agreement pursuant to Section 10 hereof (collectively, the "Additional Holders" and, each individually, an "Additional Holder"). Collectively, the Original Holders and the Additional Holders shall be referred to herein collectively as the "Holders", and each individually shall be referred to as a "Holder").

WITNESSETH:

WHEREAS, the Corporation and (i) HCV VIII (as defined below), (ii) HCV IX (as defined below), (iii) HCV Strategic (as defined below) and (iv) Eli Lilly and Company, an Indiana company ("Lilly"), entered into that certain Amended and Restated Shareholders' Agreement as of December 10, 2015 (the "Shareholders' Agreement"); and

WHEREAS, in connection with the consummation of the merger (the "Merger") contemplated by that certain Agreement and Plan of Merger, dated as of August 29, 2016, by and among the Corporation, M-CO Merger Sub Ltd. and Macrocure Ltd., the parties to the Shareholders' Agreement wish to terminate the Shareholders' Agreement and enter into an agreement with certain additional holders of Common Stock, to be effective upon consummation of the Merger, in order to grant to the Holders registration rights subject to, and in accordance with, the terms and conditions set forth in this Agreement;

WHEREAS, the undersigned constitute the holders of the necessary shares of the Corporation's capital stock needed to terminate the Shareholders' Agreement pursuant to Section 12 thereof.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and undertakings of the Corporation and the Holders, the parties hereto do hereby agree as follows:

SECTION 1. Definitions. As used herein, the following terms shall have the following respective meanings:

Additional Holder and Additional Holders shall have the meanings set forth in the Introduction hereto.

Agreement shall have the meaning set forth in the Introduction hereto.

Board shall mean the Board of Directors of the Corporation.

Certificate shall mean the Certificate of Incorporation of the Corporation, as amended and in effect from time to time.

Commission shall mean the U.S. Securities and Exchange Commission.

Common Stock shall have the meaning set forth in the Introduction hereto.

Corporation shall have the meaning set forth in the Introduction hereto.

Exchange Act shall mean the Securities Exchange Act of 1934, as amended.

Excluded Forms shall have the meaning given such term in Section 2.2 hereof.

Group shall mean: (i) as to a Holder that is a limited partnership or corporation, any and all limited partnerships, limited liability companies, or corporations now existing or hereafter formed that are affiliated with or under common control with such Holder and any predecessor or successor thereto, (ii) in the case of HCV, the HCV Group, (iii) as to any limited partnership, to the limited partners of such partnership upon the dissolution thereof, (iv) as to any limited liability company, any of the members thereof, (v) as to any Holder, any other Holder, and (vi) as to any individual, such individual's estate, heirs, executors and legal representatives.

HCV shall mean (i) HCV VIII, (ii) HCV IX and (iii) HCV Strategic.

HCV Group shall mean, (i) HCV VIII, (ii) HCV IX, (iii) HCV Strategic, (iv) any venture capital limited partnership now existing or hereafter formed which is affiliated with or under common control with one or more general partners of HCV VIII, HCV IX or HCV Strategic (each, an "HCV Fund"); (v) any limited partners or affiliates of HCV VIII, HCV IX, HCV Strategic or any other HCV Fund; and (vi) any successors or assigns of any of the foregoing.

HCV Strategic shall mean HealthCare Ventures Strategic Fund, L.P., a Delaware limited partnership, including any successor thereto or any assignee of the interest, in whole or in part, of HCV Strategic under this Agreement.

HCV VIII shall mean HealthCare Ventures VIII, L.P., a Delaware limited partnership, including any successor thereto or any assignee of the interest, in whole or in part, of HCV VIII under this Agreement.

HCV IX shall mean HealthCare Ventures IX, L.P., a Delaware limited partnership, including any successor thereto or any assignee of the interest, in whole or in part, of HCV IX under this Agreement.

Holder and Holders shall have the meanings set forth in the Introduction hereto.

Lilly shall have the meaning set forth in the Recitals hereto.

Original Holder and Original Holders shall have the meanings set forth in the Introduction.

Person shall mean any individual, partnership, corporation, group, trust or other legal entity.

Registrable Shares shall mean (i) any and all shares of Common Stock held by the Holders on the date of this Agreement or acquired by the Holders at any time after the date of this Agreement, (ii) any and all shares of Common Stock issued or issuable on the date of this Agreement or at any time and from time to time to time after the date of this Agreement upon conversion, exercise or exchange of any securities of the Corporation and (iii) any and all shares of Common Stock issued or issuable as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, any shares of Common Stock or other securities of the Corporation referred to in either of the foregoing clauses (i) and (ii), including, without limitation, by way of stock splits, stock dividends, stock combinations, recapitalizations or like occurrences. Notwithstanding the foregoing provisions of this definition, any shares of Common Stock that are Registrable Shares shall cease to be treated as Registrable Shares for all purposes of this Agreement if such shares of Common Stock are sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 2.9 hereof**.**

Securities Act shall mean the Securities Act of 1933, as amended.

Section 2.1 Suspension Period shall have the meaning set forth in Section 2.1 hereof.

Section 2.3 Suspension Period shall have the meaning set forth in Section 2.3 hereof.

Shareholders' Agreement shall have the meaning set forth in the Introduction hereto.

Suspension Period shall have the meaning set forth in Section 2.1 hereof.

SECTION 2. Registration Rights.

2.1. Required Registration. At any time following the date hereof and prior to the effective date of the termination of this Section 2.1 in accordance with the provisions of Section 2.1(d) below, if the Corporation shall be requested by Holders who hold at least a majority of the aggregate voting power of the outstanding Registrable Shares held by the Holders (the "Requesting Holders")to effect pursuant to this Section 2.1 the registration under the Securities Act of at least 30% of the outstanding Registrable Shares held by the Requesting Holders, then, if the anticipated aggregate offering price, as reasonably determined by the Board of Directors of the Corporation acting in good faith, of the number of Registrable Shares so requested to be registered by the Requesting Holders pursuant to this Section 2.1 would exceed $10,000,000, the Corporation shall promptly give written notice of such proposed registration to all of the other Holders, and thereupon the Corporation shall promptly use commercially reasonable efforts to effect the registration under the Securities Act of the Registrable Shares that the Corporation has been requested to register for disposition as described in the request of the Requesting Holders pursuant to this Section 2.1 and in any response received from any of the other Holders within 30 days after the giving of the written notice by the Corporation pursuant to this Section 2.1; provided, however, that the Corporation shall not be obligated to effect any

registration under the Securities Act pursuant to this Section 2.1 except in accordance with the following provisions:

(a) The Corporation shall not be obligated to file and cause to become effective more than two registration statements in which Registrable Shares are registered under the Securities Act pursuant to this Section 2.1, if all of the Registrable Shares offered pursuant to such registration statements are sold thereunder upon the price and terms offered.

(b) Notwithstanding anything in this Section 2.1 to the contrary, if the Corporation shall furnish to the Holders who request registration pursuant to this Section 2.1 a certificate signed by the President or Chief Executive Officer of the Corporation stating that the Board has made the good faith determination (i) that use or continued use by the Holders of the registration statement filed by the Corporation pursuant to this Section 2.1 for purposes of effecting offers or sales of Registrable Shares pursuant hereto would require, under the Securities Act and the rules and regulations promulgated thereunder, premature disclosure in such registration statement (or the prospectus relating thereto) of material, nonpublic information concerning the Corporation, (ii) that such premature disclosure would be materially adverse to the Corporation, its business or prospects or any such proposed material transaction would make the successful consummation by the Corporation of any such material transaction significantly less likely, and (iii) that it is therefore essential to delay or suspend the use by the Holders of such registration statement (and the prospectus relating thereto) for purposes of effecting offers or sales of Registrable Shares pursuant thereto, then the right of the Holders to use such registration statement (and the prospectus relating thereto) for purposes of effecting offers or sales of Registrable Shares pursuant thereto shall be delayed and/or suspended for a period (the "Section 2.1 Suspension Period") of not more than 90 days after delivery by the Corporation of the certificate referred to above in this Section 2.1(b). During the Section 2.1 Suspension Period, the Corporation shall not be obligated to file any registration statement pursuant to this Section 2.1 and/or the Holders shall not offer or sell any Registrable Shares pursuant to or in reliance upon such registration statement (or the prospectus relating thereto). The Corporation agrees that, as promptly as practicable after the consummation, abandonment or public disclosure of the event or transaction that caused the Corporation to delay or suspend the use of such registration statement (and the prospectus relating thereto), the Corporation will provide the Holders with revised prospectuses, if required, and will notify the Holders of their ability to effect offers or sales of Registrable Shares pursuant to or in reliance upon such registration statement. The Corporation shall not deliver a certificate causing a Section 2.1 Suspension Period more than twice in any twelve (12) month period; provided, however, that the Section 2.1 Suspension Period shall not exceed ninety (90) days in the aggregate in any twelve (12) month period.

(c) Notwithstanding the foregoing, the Corporation may include in each such registration requested pursuant to this Section 2.1 any authorized but unissued shares of Common Stock (or authorized treasury shares) for sale by the Corporation or any issued and outstanding shares of Common Stock for sale by others; provided, however, that, if the number of shares of Common Stock so included pursuant to this clause (b) exceeds the number of Registrable Shares requested by the Holders requesting such registration, then such registration shall be deemed to be a registration in

accordance with and pursuant to Section 2.2; and provided further, however, that the inclusion of such previously authorized but unissued shares by the Corporation or issued and outstanding shares of Common Stock by others in such registration

does not adversely affect, in the sole opinion of the Holders requesting such registration, the ability of the Holders requesting such registration to market the entire number of Registrable Shares requested by them.

2.2. Piggyback Registration.

(a) Subject to the provisions set forth in Section 2.2(e) below, each time that the Corporation proposes for any reason to register any of its securities under the Securities Act in connection with a public offering of such securities solely for cash, other than pursuant to a registration statement on Form S-4 or Form S-8 or similar or successor forms (collectively, "Excluded Forms") and other than pursuant to Section 2.1 (excluding a registration enacted under this Section 2.2. pursuant to Section 2.1(c)) or Section 2.3 hereof, the Corporation shall promptly give written notice of such proposed registration to all Holders, which shall offer to each such Holder the right to request inclusion of any Registrable Shares held by any such Holder in the proposed registration.

(b) Each Holder shall have 30 days from the receipt of such notice to deliver to the Corporation a written request specifying the number of Registrable Shares such Holder is requesting be included in the proposed registration.

(c) Upon receipt of a written request pursuant to Section 2.2(b), the Corporation shall promptly use commercially reasonable efforts to cause all such Registrable Shares identified in such written request to be included in the proposed registration, subject to the provisions set forth in Section 2.2(d) below.

(d) Notwithstanding the foregoing, if any such proposed registration is an underwritten public offering and the managing underwriter of any such proposed registration determines and advises in writing that the inclusion of all Registrable Shares proposed to be included in the underwritten public offering, together with any other issued and outstanding shares of Common Stock proposed to be included therein by holders other than the holders of Registrable Shares (such other shares hereinafter collectively referred to as the "Other Shares"), would interfere with the successful marketing of the Corporation's securities, then the total number of such securities proposed to be included in such underwritten public offering shall be reduced, (i) first, if necessary, by the Other Shares requested to be included in such registration by the holders thereof but only if and to the extent that such request with respect to such Other Shares by the holders thereof is not pursuant to the exercise by such holders of demand registration rights granted by the Corporation to such holders, and (ii) second, if necessary, by the Registrable Shares to be included in such registration by the Holders, on a pro rata basis, based upon the number of Registrable Shares sought to be registered by each such Holder.

(e) Notwithstanding anything express or implied in any of the foregoing provisions of this Section 2.2 to the contrary: (1) the Corporation shall not have any obligation under this Section 2.2 with respect to any Holder or the Registrable Shares of any Holder in connection with any proposed registration by the Corporation of any of its securities under the Securities Act at any time or from time to time prior to the fifth (5^{th}) anniversary of the date of this Agreement if, at the time of such proposed registration by the Corporation, (x) Rule 144 promulgated under the Securities Act (or another similar exemption under the

Securities Act) is available for the sale of all of such Holder's Registrable Shares without limitation during a three-month period without registration under the Securities Act and (y) none of the Registrable Shares of such Holder were purchased or otherwise acquired by such Holder directly from the Corporation; and (2) the Corporation shall not have any obligation under this Section 2.2 with respect to any Holder or the Registrable Shares of any Holder in connection with any proposed registration by the Corporation of any of its securities under the Securities Act at any time or from time to time from and after the fifth (5^{th}) anniversary of the date of this Agreement if, at the time of such proposed registration by the Corporation, Rule 144 promulgated under the Securities Act (or another similar exemption under the Securities Act) is available for the sale of all of such Holder's Registrable Shares without limitation during a three-month period without registration under the Securities Act.

2.3. Registrations on Form S-3. Subject to, and upon, the terms and conditions set forth in this Section 2.3, the Requesting Holders shall have the right to request an unlimited number of registrations on Form S-3 (or any successor form promulgated under the Securities Act). In the event that the Corporation qualifies and is eligible to use Form S-3 (or any successor form promulgated under the Securities Act) for purposes of registering Registrable Shares under the Securities Act and that the Corporation is requested by the Requesting Holders to effect pursuant to this Section 2.3 the registration under the Securities Act of at least 10% of the outstanding Registrable Shares held by the Requesting Holders, then, if the anticipated aggregate offering price, as reasonably determined by the Board of Directors of the Corporation acting in good faith, of the number of Registrable Shares so requested to be registered by the Requesting Holders pursuant to this Section 2.3 would exceed $5,000,000, the Corporation shall promptly give written notice of such proposed registration to all of the other Holders, and thereupon the Corporation shall promptly use commercially reasonable efforts to effect the registration under the Securities Act pursuant to Form S-3 (or any successor form promulgated under the Securities Act) of the Registrable Shares that the Corporation has been requested to register by the Requesting Holders pursuant to this Section 2.3 and in any response received from any of the other Holders within 30 days after the giving of the written notice by the Corporation pursuant to this Section 2.3; provided, however, that the Corporation shall not be obligated to effect any registration under the Securities Act pursuant to this Section 2.3 except in accordance with the following provisions:

(a) The Corporation shall not be required to effect any registration pursuant to this Section 2.3 if any such registration is in connection with any underwritten offering or any proposed underwritten offering.

(b) The Corporation shall not be required to effect more than two (2) registrations in any twelve-month period pursuant to this Section 2.3.

(c) Notwithstanding anything in this Section 2.3 to the contrary, if the Corporation shall furnish to the Holders who request registration pursuant to this Section 2.3 a certificate signed by the President or Chief Executive Officer of the Corporation stating that the Board has made the good faith determination (i) that use or continued use by the Holders of the registration statement filed by the Corporation pursuant to this Section 2.3 for

purposes of effecting offers or sales of Registrable Shares pursuant hereto would require, under the Securities Act and the rules and regulations promulgated thereunder, premature disclosure in such

registration statement (or the prospectus relating thereto) of material, nonpublic information concerning the Corporation, (ii) that such premature disclosure would be materially adverse to the Corporation, its business or prospects or any such proposed material transaction would make the successful consummation by the Corporation of any such material transaction significantly less likely, and (iii) that it is therefore essential to delay or suspend the use by the Holders of such registration statement (and the prospectus relating thereto) for purposes of effecting offers or sales of Registrable Shares pursuant thereto, then the right of the Holders to use such registration statement (and the prospectus relating thereto) for purposes of effecting offers or sales of Registrable Shares pursuant thereto shall be delayed and/or suspended for a period (the "Section 2.3 Suspension Period") of not more than 90 days after delivery by the Corporation of the certificate referred to above in this Section 2.3(c). During the Section 2.3 Suspension Period, the Corporation shall not be obligated to file any registration statement pursuant to this Section 2.3 and/or the Holders shall not offer or sell any Registrable Shares pursuant to or in reliance upon such registration statement (or the prospectus relating thereto). The Corporation agrees that, as promptly as practicable after the consummation, abandonment or public disclosure of the event or transaction that caused the Corporation to delay or suspend the use of such registration statement (and the prospectus relating thereto), the Corporation will provide the Holders with revised prospectuses, if required, and will notify the Holders of their ability to effect offers or sales of Registrable Shares pursuant to or in reliance upon such registration statement. The Corporation shall not deliver a certificate causing a Section 2.3 Suspension Period more than twice in any twelve (12) month period; provided, however, that the Section 2.3 Suspension Period shall not exceed ninety (90) days in the aggregate in any twelve (12) month period

(d) Notwithstanding the foregoing, the Corporation may include in each such registration requested pursuant to this Section 2.3 any issued and outstanding shares of Common Stock for sale by others; provided, however, that, the inclusion of such issued and outstanding shares of Common Stock by others in such registration does not adversely affect the ability of the Holders requesting such registration to sell the entire number of Registrable Shares requested by them.

(e) Notwithstanding anything express or implied in any of the foregoing provisions of this Section 2.3 to the contrary, (i) the Corporation shall not have any obligation under this Section 2.3 with respect to any Holder or the Registrable Shares of any Holder in connection with any proposed registration under the Securities Act pursuant to this Section 2.3 if, at the time of such proposed registration pursuant to this Section 2.3, Rule 144 promulgated under the Securities Act (or another similar exemption under the Securities Act) is available for the sale of all of such Holder's Registrable Shares without limitation during a three-month period without registration under the Securities Act and (ii) any Holder that is subject to the provisions of the foregoing clause (i) in connection with any proposed registration pursuant to this Section 2.3 cannot be a Requesting Holder or included in the group of Holders that are Requesting Holders with respect to such proposed registration and the Registrable Shares of any such Holder shall not be deemed or treated as Registrable Shares for purposes of determining those Holders that are Requesting Holders with respect to such proposed registration.

2.4. Preparation and Filing. If and whenever the Corporation is under an obligation pursuant to the provision of this Section 2 to use commercially reasonable efforts to

effect the registration of any Registrable Shares, the Corporation shall, as expeditiously as practicable:

(a) prepare and file with the Commission a registration statement with respect to such securities and use commercially reasonable efforts to cause such registration statement to become and remain effective in accordance with Section 2.4(b) hereof;

(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 until the earlier of (i) the sale of all Registrable Shares covered thereby and (ii) nine months, and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Shares covered by such registration statement;

(c) furnish to each Holder whose Registrable Shares are being registered pursuant to this Section 2 such number of copies of any summary prospectus or other prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such Holder may reasonably request in order to facilitate the public sale or other disposition of such Registrable Shares;

(d) use commercially reasonable efforts to register or qualify the Registrable Shares covered by such registration statement under the securities or blue sky laws of such jurisdictions as each Holder whose Registrable Shares are being registered pursuant to this Section 2 shall reasonably request and do any and all other acts or things which may be necessary or advisable to enable such Holder to consummate the public sale or other disposition in such jurisdictions of such Registrable Shares; provided, however, that the Corporation shall not be required to consent to general service of process for all purposes in any jurisdiction where it is not then subject to process, qualify to do business as a foreign corporation where it would not be otherwise required to qualify or submit to liability for state or local taxes where it is not otherwise liable for such taxes;

(e) at any time when a prospectus covered by such registration statement and relating thereto is required to be delivered under the Securities Act within the appropriate period mentioned in Section 2.4(b) hereof, notify each Holder whose Registrable Shares are being registered pursuant to this Section 2 of the happening of any event as a result of which the prospectus included in such registration, 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, at the request of such Holder, prepare, file and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an 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;

(f) if the Corporation has delivered preliminary or final prospectuses to the Holders that are being registered pursuant to this Section 2 and after having done so the prospectus is amended to comply with the requirements of the Securities Act, the Corporation

shall promptly notify such Holders and, if requested, such Holders shall immediately cease making offers of Registrable Shares and return all prospectuses to the Corporation. The Corporation shall promptly provide such Holders with revised prospectuses and, following receipt of the revised prospectuses, such Holders shall be free to resume making offers of the Registrable Shares; and

(g) furnish, at the request of any Holder whose Registrable Shares are being registered pursuant to this Section 2, on the date that such Registrable Shares are delivered to the underwriters for sale in connection with a registration pursuant to this Section 2, if such securities are being sold through underwriters, or, on the date that the registration statement with respect to such securities becomes effective, if such securities are not being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Corporation for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holder or Holders making such request, and (ii) a letter dated such date, from the independent certified public accountants of the Corporation, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to the Holder or Holders making such request.

2.5. Expenses. The Corporation shall pay all expenses incurred by the Corporation in complying with this Section 2, including, without limitation, all registration and filing fees (including all expenses incident to filing with FINRA), fees and expenses of complying with the securities and blue sky laws of all such jurisdictions in which Registrable Shares are proposed to be offered and sold, printing expenses and fees and disbursements of counsel (including with respect to each registration effected pursuant to Sections 2.1, 2.2 or 2.3, the fees and disbursements of one special counsel for the Holders holding Registrable Shares that are being registered pursuant to this Section 2, up to a maximum of $25,000 per registration); provided, however, that all underwriting discounts and selling commissions applicable to the Registrable Shares covered by registrations effected pursuant to Section 2.1, 2.2 or 2.3 hereof shall be borne by the seller or sellers thereof, in proportion to the number of Registrable Shares sold by each such seller or sellers.

2.6. Indemnification.

(a) In the event of any registration of any Registrable Shares under the Securities Act pursuant to this Section 2 or registration or qualification of any Registrable Shares pursuant to Section 2.4(d) hereof, the Corporation shall indemnify and hold harmless the seller of such shares, each underwriter of such shares, if any, each broker or any other person acting on behalf of such seller and each other person, if any, who controls any of the foregoing persons, within the meaning of the Securities Act, the Exchange Act or any state securities or blue sky laws against any losses, claims, damages or liabilities, joint or several, to which any of the foregoing persons may become subject under the Securities Act, the Exchange Act or any state securities or blue sky laws or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such Registrable Shares were registered under the Securities Act, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or any document incident to

registration or qualification of any Registrable Shares pursuant to Section 2.4(d) hereof, 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, with respect to any prospectus, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or any violation by the Corporation of the Securities Act, the Exchange Act or any state securities or blue sky laws applicable to the Corporation and relating to action or inaction required of the Corporation in connection with such registration or qualification under the Securities Act, the Exchange Act or such state securities or blue sky laws. The Corporation shall reimburse on demand such seller, underwriter, broker or other person acting on behalf of such seller and each such controlling person for any legal or any other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Corporation shall not be liable in any such case 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 said registration statement, preliminary or final prospectus or amendment or supplement thereto or any document incident to registration or qualification of any Registrable Shares pursuant to Section 2.4(d) hereof, in reliance upon and in conformity with written information furnished to the Corporation by such seller, underwriter, broker, other person or controlling person specifically for use in the preparation thereof.

(b) Before Registrable Shares held by any prospective seller shall be included in any registration pursuant to this Section 2, such prospective seller and any underwriter acting on its behalf shall have agreed to indemnify and hold harmless (in the same manner and to the same extent as set forth in paragraph (a)) the Corporation, each director of the Corporation, each officer of the Corporation who signs such registration statement and any person who controls the Corporation within the meaning of the Securities Act, with respect to any untrue statement or omission from such registration statement, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, if such untrue statement or omission was made in reliance upon and in conformity with written information furnished to the Corporation through an instrument duly executed by such seller or such underwriter specifically for use in the preparation of such registration statement, preliminary prospectus, final prospectus or amendment or supplement; provided, however, that the maximum amount of liability in respect of such indemnification shall be limited, in the case of each prospective seller, to an amount equal to the net proceeds actually received by such prospective seller from the sale of Registrable Shares effected pursuant to such registration.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 2.6(a) or (b) hereof, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 2.6, give written notice to the latter of the commencement of such action. In case any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and, after notice to such indemnified party from the indemnifying party of its election to assume the defense thereof, the indemnifying party shall be responsible for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof; provided, however, that, if any indemnified party shall have reasonably concluded that

there may be one or more legal defenses available to such indemnified party which are different from or additional to those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity agreement provided in this Section 2.6, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party, and such indemnifying party shall reimburse such indemnified party and any person controlling such indemnified party for the fees and expenses of counsel retained by the indemnified party which are reasonably related to the matters covered by the indemnity agreement provided in this Section 2.6. The indemnifying party shall not make any settlement of any claims indemnified against hereunder without the written consent of the indemnified party or parties, which consent shall not be unreasonably withheld.

(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 Registrable Shares exercising rights under this Agreement, or any controlling person of any such holder, makes a claim for indemnification pursuant to this Section 2.6, 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 2.6 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any such holder or any such controlling person in circumstances for which indemnification is provided under this Section 2.6; then, in each such case, the Corporation and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject as is appropriate to reflect the relative fault of the Corporation and such holder in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, it being understood that the parties acknowledge that the overriding equitable consideration to be given effect in connection with this provision is the ability of one party or the other to correct the statement or omission which resulted in such losses, claims, damages or liabilities, and that it would not be just and equitable if contribution pursuant hereto were to be determined by pro rata allocation or by any other method of allocation which does not take into consideration the foregoing equitable considerations. Notwithstanding the foregoing, (i) no such holder will be required to contribute any amount in excess of the proceeds to it of all Registrable Shares sold by it pursuant to such registration statement, and (ii) no person or entity guilty of fraudulent misrepresentation, within the meaning of Section 11(f) of the Securities Act, shall be entitled to contribution from any person or entity who is not guilty of such fraudulent misrepresentation.

(e) Notwithstanding any of the foregoing, if, in connection with an underwritten public offering of any Registrable Shares, the Corporation, the holders of such Registrable Shares and the underwriters enter into an underwriting or purchase agreement relating to such offering which contains provisions covering indemnification among the parties, then the indemnification provision of this Section 2.6 shall be deemed inoperative for purposes of such offering.

2.7. "Market Stand-off" Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the Corporation and the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Corporation of shares of its Common Stock or any other equity securities under the Securities

Act in connection with any underwritten public offering thereof and ending on the date specified by the Corporation and the managing underwriter (such period not to exceed ninety (90) days, or such other period as may be requested by the Corporation or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 2.7 shall not apply to (i) any shares of Common Stock or other securities of the Corporation purchased by a Holder in an underwritten public offering where such Holder is a participating purchaser or investor in the applicable underwritten public offering, (ii) any shares of Common Stock or other securities of the Corporation purchased by a Holder at any time after the consummation of the Merger pursuant to a transaction other than the conversion, exercise or exchange of any security of the Corporation held by such Holder immediately after the consummation of the Merger, or (iii) the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and shall be applicable to the Holders only if all officers and directors are subject to the same restrictions. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 2.7 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 2.7 or that are necessary to give further effect thereto.

2.8. Restrictions on Transfer, Etc.

(a) Any Registrable Shares that, at the relevant time, either (1) are "restricted securities" within the meaning of Rule 144 promulgated under the Securities Act at such time or (2) at such time cannot be sold by the holder of such Registrable Shares pursuant to such Rule 144 without any volume limits, holding periods, manner of sale requirements or other limitations or restrictions imposed under such Rule 144 being applicable to any such sale (any such Registrable Shares referred to in the foregoing clause (1) or clause (2) being hereinafter referred to as the "Restricted Shares") shall not be sold, pledged, or otherwise transferred, and the Corporation shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Restricted Shares held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate, instrument, or book entry representing (i) the Restricted Shares and (ii) any other securities issued in respect of the securities referenced in clause (i), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Section 2.8(c) below) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The holders of Restricted Shares consent to the Corporation making a notation in its records and giving instructions to any transfer agent of the Restricted Shares in order to implement the restrictions on transfer set forth in this Section 2.8.

(c) Each holder of Restricted Shares, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Agreement. Before any proposed sale, pledge, or transfer of any Restricted Shares, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the holder thereof shall give notice to the Corporation of such holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Corporation, shall be accompanied at such holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Corporation, addressed to the Corporation, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Shares without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Corporation to the effect that the proposed sale, pledge, or transfer of the Restricted Shares may be effected without registration under the Securities Act, whereupon the holder of such Restricted Shares shall be entitled to sell, pledge, or transfer such Restricted Shares in accordance with the terms of the notice given by the holder to the Corporation. The Corporation will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with Rule 144 promulgated under the Securities Act; or (y) in any transaction in which such holder distributes Restricted Shares to an Affiliate of such Holder for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Section 2.8. Each certificate, instrument, or book entry representing Restricted Shares transferred as above provided shall be notated with, except if such transfer is made pursuant to Rule 144 promulgated under the Securities Act, the appropriate restrictive legend set forth in Section 2.8(b) above, except that such certificate, instrument, or book entry shall not be notated

with such restrictive legend if, in the opinion of counsel for such holder and the Corporation, such legend is not required in order to establish compliance with any provisions of the Securities Act.

(d) Any Registrable Shares that are or become Restricted Shares at any time shall thereafter cease to be Restricted Shares, and shall not be treated as Restricted Shares for any purposes of this Agreement (including, without limitation, the foregoing provisions of this Section 2.8), at such time as such Registrable Shares no longer meet either of the two criteria set forth in clause (1) or clause (2) of Section 2.8(a) above. Without limiting the generality of the foregoing, it is hereby understood and agreed that the criteria set forth in clause (1) of Section 2.8(a) shall not be applicable to any Registrable Shares following the sale of such Registrable Shares pursuant to, and in accordance with, (i) Rule 144 promulgated under the Securities Act or (ii) an effective registration statement under the Securities Act covering the sale of such Registrable Shares.

2.9. Assignment of Registration Rights. Subject to the provisions set forth below in this Section 2.9, the rights of a Holder under this Agreement may be assigned (but only with all related obligations) to a transferee or assignee of the Registrable Shares held by such Holder who, after such assignment or transfer, (a) holds at least 500,000 Registrable Shares (subject to proportionate adjustment in the event of any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event affecting Registrable Shares and occurring after the date hereof), or (b) holds, together with the affiliates of such transferee or assignee, all of the Registrable Shares held by the transferring Holder immediately prior to such transfer, or (c) who is an affiliate, partner or member of such Holder including, without limitation, with respect to HCV, any member of the HCV Group, as applicable; provided, that, such transferee or assignee shall have complied with all applicable provisions of Section 5 hereof, including, without limitation, the provisions of Section 5 that require such transferee or assignee, if not already a party to this Agreement, to agree to be bound by the obligations imposed under this Agreement to the same extent as if such transferee were a Holder hereunder. Notwithstanding anything express or implied in the foregoing provisions of this Section 2.9 or elsewhere in this Agreement to the contrary, a Holder may not assign or transfer any such Holder's rights under this Agreement (including, without limitation, any registration rights under Section 2.1, Section 2.2 or Section 2.3 hereof) to any transferee or assignee of such Holder's Registrable Shares pursuant to clause (a) set forth above in this Section 2.9 if, immediately after the transfer of such Registrable Shares to such transferee or assignee, such Registrable Shares in the hands of such transferee or assignee are not Restricted Shares. For the purposes of determining the number of shares of Registrable Shares held by a transferee or assignee, the holdings of transferees and assignees of a partnership who are partners or retired partners of such partnership (including spouses and ancestors, lineal descendants and siblings of such partners or spouses who acquire Registrable Shares by gift, will or intestate succession) shall be aggregated together and with the partnership.

SECTION 3. Securities Act Registration Statements. The Corporation covenants that each Holder shall have the right, at any time when it may be deemed to be a controlling person of the Corporation, within the meaning of the Securities Act, to participate in the preparation of such registration statement and to request the insertion therein of material furnished to the Corporation in writing which in such Holder's judgment should be included. In connection with

any registration statement referred to in this Section 3, the Corporation shall indemnify, to the extent permitted by law, each Holder, its officers, partners and directors and each person, if any, who controls any such holder within the meaning of the Securities Act in the same manner and to the same extent as the Corporation is required to indemnify a seller of Registrable Shares in Section 2.6 hereof. If, in connection with any such registration statement, any holder of Registrable Shares shall furnish written information to the Corporation expressly for use in the registration statement, then such Holder shall indemnify the Corporation, each director of the Corporation, each officer of the Corporation who signs such registration statement and each person, if any, who controls the Corporation within the meaning of the Securities Act to the same extent as a seller of Registrable Shares is required to indemnify such persons in Section 2.6 hereof.

SECTION 4. Remedies. In case any one or more of the covenants and/or agreements set forth in this Agreement shall have been breached by any party hereto, the party or parties entitled to the benefit of such covenants or agreements may proceed to protect and enforce its or their rights, either by suit in equity and/or action at law, including, but not limited to, an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement contained in this Agreement. The rights, powers and remedies of the parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such parties may have under any other agreement or law. No single or partial assertion or exercise of any right, power or remedy of a party hereunder shall preclude any other or further assertion or exercise thereof.

SECTION 5. Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of the Corporation and each of the Holders and the respective successors and permitted assigns of the Corporation and each of the Holders (including any member of a Holder's Group). This Agreement and the rights and duties of the Holders set forth herein may be assigned subject to, and in accordance with, the provisions of Section 2.9 hereof. Any transferee to whom rights under this Agreement are assigned or transferred in accordance with the provisions of Section 2.9, and who is not already a party hereto, shall, as a condition to such transfer, deliver to the Corporation a written instrument by which such transferee identifies itself, gives the Corporation notice of the transfer of such rights, identifies the securities of the Corporation owned or acquired by it and agrees to be bound by the obligations imposed hereunder to the same extent as if such transferee were a Holder hereunder. A transferee to whom rights under this Agreement are transferred pursuant to Section 2.9 hereof and this Section 5 will be thereafter deemed to be a Holder for the purpose of the execution of such transferred rights and may not again transfer such rights to any other person or entity, other than as provided in Section 2.9 hereof and this Section 5. Neither this Agreement nor any of the rights or duties of the Corporation set forth herein shall be assigned by the Corporation, in whole or in part, without having first received the written consent of the Holders holding a majority of the outstanding Registrable Shares.

SECTION 6. Duration of Agreement. The rights and obligations of the Corporation and each Holder set forth herein shall survive indefinitely, unless and until, by their respective terms, they are no longer applicable.

SECTION 7. Entire Agreement. This Agreement, together with the other writings referred to herein or delivered pursuant hereto which form a part hereof, contains the entire agreement among the parties with respect to the subject matter hereof and amends, restates and supersedes all prior and contemporaneous arrangements or understandings with respect thereto; including the Shareholders' Agreement.

SECTION 8. Notices. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class registered, certified or overnight mail, postage prepaid, or facsimile with a confirmation copy by regular mail, addressed or faxed, as the case may be, to such party at the address or facsimile number, as the case may be, set forth below or such other address or facsimile number, as the case may be, as may hereafter be designated in writing by the addressee to the addressor listing all parties:

If to the Corporation, to:

Leap Therapeutics Inc.
c/o HealthCare Ventures LLC
47 Thorndike Street, Suite B1-1
Cambridge, MA 02141
Attention: Chief Executive Officer
Fax: 617-252-4342

With a copy to:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
Attention: Julio E. Vega, Esquire
William S. Perkins, Esquire
Telecopier: (617) 951-8736

If to the Holders, as set forth on Schedule 1.

All such notices, requests, consents and communications shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of mailing, on the third business day following the date of such mailing, (c) in the case of overnight mail, on the first business day following the date of such mailing, and (d) in the case of facsimile transmission, when confirmed by facsimile machine report.

SECTION 9. Changes. The terms and provisions of this Agreement may be modified, amended or terminated, and any of the provisions hereof may be waived, temporarily or permanently, pursuant to a writing executed by a duly authorized representative of the Corporation and the Holders holding a majority of the outstanding Registrable Shares; provided that this Agreement may not be modified or amended, and no provision hereof may be waived, in any way that would adversely affect the rights of either the Original Holders or Additional Holders hereunder, as applicable, in a manner disproportionate to any adverse effect such modification, amendment or waiver would have on the rights of the Holders as a whole, without

also the prior written consent of either the Original Holders or Additional Holders, as applicable, that are so disproportionately adversely affected.

SECTION 10. Additional Holders. Notwithstanding anything to the contrary contained herein, the Corporation may add any holder of Common Stock as a party to this Agreement by executing and delivering a counterpart signature page to this Agreement with such holder in the form attached hereto as

Exhibit A and thereafter shall be deemed an "Additional Holder" and a "Holder" for all purposes hereunder.

SECTION 11. Termination of Shareholders' Agreement. The Corporation, HCV and Lilly hereby terminate the Shareholders' Agreement pursuant to Section 12 thereof, and none of the Corporation, HCV or Lilly shall have any rights or obligations thereunder from and after the date hereof.

SECTION 12. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

SECTION 13. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

SECTION 14. Nouns and Pronouns. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa.

SECTION 15. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding choice of law rules thereof.

SECTION 17. Effectiveness. Notwithstanding any other provision of this Agreement, this Agreement shall be effective as of the date first above written.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

LEAP THERAPEUTICS, INC.

By: /s/ Douglas E. Onsi
Name: Douglas E. Onsi
Title: Chief Financial Officer, Treasurer and Secretary

[*signatures continue on following page*]

HOLDERS:

HEALTHCARE VENTURES VIII, L.P.

By: HealthCare Partners VIII, L.P.
its general partner

By: HealthCare Partners VIII, LLC its general partner

By: /s/ Augustine Lawlor
Name: Augustine Lawlor
Title: Managing Director

HEALTHCARE VENTURES IX, L.P.

By: HealthCare Partners IX, L.P.
its general partner

By: HealthCare Partners IX, LLC its general partner

By: /s/ Augustine Lawlor
Name: Augustine Lawlor
Title: Managing Director

HEALTHCARE VENTURES STRATEGIC FUND, L.P.

By: HealthCare Strategic Partners, LLC

its general partner

By: /s/ Augustine Lawlor
Name: Augustine Lawlor
Title: Managing Director

ELI LILLY AND COMPANY

By: /s/ Darren J. Carroll
Name: Darren J. Carroll
Title: Sr. Vice President
Corporate Business Development

[Signature Page to Registration Rights Agreement of Leap Therapeutics, Inc.]

Counterpart Signature Page

January 23, 2017

Reference is hereby made to that certain Registration Rights Agreement, dated as of January 23, 2017, by and among Leap Therapeutics, Inc., a Delaware corporation (the "Corporation"), and the Holder parties thereto, as may be amended and/or restated from time to time (the "Agreement"). Except as set forth herein, capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Agreement.

Effective as of the date first above written, the undersigned shall hereby become a party to the Agreement, as if an original signatory thereto, as a "Holder" thereunder pursuant to the terms and conditions of Section 10 thereof.

HOLDER:

If an entity:

Entity Name: _____

By: _____
Name: _____
Title: _____

If an individual:

By: /s/ Viatcheslav Mirilashvili
Name: Viatcheslav Mirilashvili

Agreed and accepted:

LEAP THERAPEUTICS, INC.

By: /s/ Douglas E. Onsi
Name: Douglas E. Onsi
Title: Chief Financial Officer

Counterpart Signature Page

January 23, 2017

Reference is hereby made to that certain Registration Rights Agreement, dated as of January 23, 2017, by and among Leap Therapeutics, Inc., a Delaware corporation (the "Corporation"), and the Holder parties thereto, as may be amended and/or restated from time to time (the "Agreement"). Except as set forth herein, capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Agreement.

Effective as of the date first above written, the undersigned shall hereby become a party to the Agreement, as if an original signatory thereto, as a "Holder" thereunder pursuant to the terms and conditions of Section 10 thereof.

HOLDER:

If an entity:

Entity Name: Vaizra Ventures

By: /s/ Viatcheslav Mirilashvili
Name: Viatcheslav Mirilashvili
Title: Authorized Signatory

If an individual:

By: _____
Name: _____

Agreed and accepted:

LEAP THERAPEUTICS, INC.

By: /s/ Douglas E. Onsi
Name: Douglas E. Onsi
Title: Chief Financial Officer

SCHEDULE 1

Original Holders

Eli Lilly and Company
HealthCare Ventures Strategic Fund, L.P.
HealthCare Ventures VIII, L.P.
HealthCare Ventures IX, L.P.

EXHIBIT A

Counterpart Signature Page

, 20

Reference is hereby made to that certain Registration Rights Agreement, dated as of , 201 , by and among Leap Therapeutics, Inc., a Delaware corporation (the "Corporation"), and the Holder parties thereto, as may be amended and/or restated from time to time (the "Agreement"). Except as set forth herein, capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Agreement.

Effective as of the date first above written, the undersigned shall hereby become a party to the Agreement, as if an original signatory thereto, as a "Holder" thereunder pursuant to the terms and conditions of Section 10 thereof.

HOLDER:

If an entity:

Entity Name: _____

By: _____
Name: _____
Title: _____

If an individual:

By: _____
Name: _____

Agreed and accepted:

LEAP THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

Exhibit 10.4

Execution Version

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of January 23, 2017, by and between Leap Therapeutics, Inc., a Delaware company (the "Company"), and HealthCare Ventures IX, L.P., a Delaware limited partnership (the "Subscriber").

RECITALS

WHEREAS, the Company desires to issue to Subscriber, and Subscriber desires to subscribe for, 1,010,225 shares of the Company's common stock, par value $0.001 per (the "Purchased Shares"); and

WHEREAS, the Company and the Subscriber desire that this Agreement and the issuance of the Purchased Shares hereunder be effective immediately prior to the consummation of the merger (the "Merger") contemplated by that certain Agreement and Plan of Merger, dated as of August 29, 2016, by and among the Company, Macrocure Ltd., a company formed under the laws of the State of Israel and registered under No. 514083765 with the Israeli Registrar of Companies ("M-CO"), and M-CO Merger Sub Ltd., a company formed under the laws of the State of Israel and registered under No. 515506855 with the Israeli Registrar of Companies and a wholly-owned subsidiary of the Company, as such Agreement and Plan of Merger may be amended and in effect from time to time (the "Merger Agreement"), but, for the avoidance of doubt, following the effectiveness of the Recap and the Leap Pre-Closing Share Conversion (each as defined in the Merger Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Subscription for and Issuance of Company Common Stock. Subject to the terms and conditions of this Agreement, Subscriber agrees to purchase and the Company agrees to sell and issue to Subscriber the Purchased Shares, for an aggregate purchase price of Ten Million Dollars ($10,000,000.00) (the "Purchase Price"), effective immediately prior to the consummation of the Merger but following the effectiveness of the Recap and the Leap Pre-Closing Share Conversion. The price per share to be paid for the Purchased Shares is based on a pre-money valuation of One Hundred Million Dollars ($100,000,000), calculated as set forth in Section 7.03(d) of the Merger Agreement.

2. Subscriber Representations. Subscriber represents and warrants to the Company as follows:

(a) It is acquiring the Purchased Shares for its own account, for investment and not with a view to the distribution thereof within the meaning of the Securities Act.

(b) It is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933 (the "Securities Act").

(c) It agrees that the Company may place a legend on the certificates delivered hereunder stating that the Purchased Shares have not been registered under the Securities Act or the securities laws of any state or other jurisdiction, and, therefore, cannot be offered, sold or transferred unless they are registered under the Securities Act or an exemption from such registration is available and that the offer, sale or transfer of the Purchased Shares is further subject to any restrictions imposed by this Agreement.

(d) The execution, delivery and performance by it of this Agreement and of each of the other agreements, documents and instruments to be executed and delivered by it pursuant to this Agreement have been duly authorized by all requisite action of it.

(e) It further understands that the exemptions from registration afforded by Rule 144 and Rule 144A (the provisions of which are known to it) promulgated under the Securities Act depend on the satisfaction of various conditions, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts.

(f) It has such knowledge and experience in business and financial matters and with respect to investments in securities of privately-held companies so as to enable it to understand and evaluate the risks of the Investor's investment in the Purchased Shares and form an investment decision with respect thereto. It has been afforded the opportunity during the course of negotiating the transactions contemplated by this Agreement to ask questions of, and to secure such information from, the Corporation and its officers and directors as it deems necessary to evaluate the merits of entering into such transactions.

3. Rights, Privileges, Preferences and Obligations. Subscriber hereby expressly agrees and acknowledges that, the Purchased Shares, and all rights, privileges, preferences and obligations, including, without limitation, any restrictions on transfer, with respect to the Purchased Shares shall be subject to the terms and conditions of the Second Amended and Restated Certificate of Incorporation and the Bylaws of the Company, each as may be amended from time to time.

4. Miscellaneous.

(a) Further Assurances. Each party hereto agrees to perform any further acts and execute and deliver any document which may be reasonably necessary to carry out the intent of this Agreement.

(b) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(c) Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the Subscriber, the Company, and their respective successors, assigns, heirs, representatives and estates, as the case may be; provided that the rights and obligations of the Subscriber under this Agreement shall not be assignable without the Company's prior written consent, unless the Subscriber assigns such rights and obligations to an affiliate of the Subscriber, in which case the Company's prior written consent shall not be required.

(d) Governing Law. This Agreement, and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the consummation of any of the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in the State of Delaware, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction.

(e) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and the Subscriber and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall be construed as a waiver

of such provisions or affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

[signature page to follow]

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

COMPANY:

LEAP THERAPEUTICS, INC.

By: /s/ Douglas E. Onsi
Name: Douglas E. Onsi
Title: Chief Financial Officer

SUBSCRIBER:

HEALTHCARE VENTURES IX, L.P.

By HealthCare Partners IX, L.P.
its General Partner

By: HealthCare Partners IX, LLC
its General Partner

By: /s/ Augustine Lawlor
Name: Augustine Lawlor
Title: Managing Partner

[Signature Page to Subscription Agreement]