UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2021

OR

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

For the transition period from __________________ to __________________

Commission File Number: 001-39634

Foghorn Therapeutics Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**47-5271393** **(I.R.S. Employer Identification No.)**
500 Technology Square, Ste 700 **Cambridge MA** **(Address of principal executive offices)**	**02139** **(Zip Code)**

Registrant's telephone number, including area code: 617-586-3100

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 par value per share	FHTX	The Nasdaq Global Market

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

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

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

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

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

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

As of July 30, 2021, the registrant had 36,936,886 shares of common stock, $0.0001 par value per share, outstanding.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements that are based on management's beliefs and assumptions and on information currently available to management. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential" or "continue" or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words. Forward-looking statements include, but are not limited to, statements concerning:

- the initiation, timing, progress and results of our research and development programs, preclinical and clinical studies;
- our ability to advance any product candidates that we may develop and successfully complete preclinical and clinical studies;
- our ability to leverage our initial programs to develop additional product candidates using our Gene Traffic Control platform;
- the impact of the COVID-19 pandemic on our and our collaborators' business operations, including our research and development programs and preclinical and clinical studies;
- developments related to our competitors and our industry;
- our ability to expand the target populations of our programs and the availability of patients for clinical testing;
- our ability to obtain regulatory approval for FHD-286, FHD-609, and any future product candidates from the U.S. Food and Drug Administration, or FDA, and other regulatory authorities;
- our ability to identify and enter into future license agreements and collaborations;
- our ability to continue to rely on our contract development and manufacturing organizations, or CDMOs, and contract research organizations, or CROs, for our manufacturing and research needs;
- regulatory developments in the United States and foreign countries;
- our ability to attract and retain key scientific and management personnel; and
- the scope of protection we are able to establish, maintain and enforce for intellectual property rights covering FHD-286, FHD-609, our future products and our Gene Traffic Control platform.

The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions and are based largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q and are subject to a number of known and unknown risks, uncertainties and assumptions, including those described under the section entitled "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, you should not rely on these forward-looking statements as predictions of future events. Moreover, we operate in an evolving environment. New risks and uncertainties may emerge from time to time, and it is not possible for management to predict all risks and uncertainties. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

Foghorn Therapeutics Inc.
Condensed Consolidated Balance Sheets
(In thousands, except share and per share amounts)
(Unaudited)

	June 30, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	$ 125,166	$ 92,795
Marketable securities	16,107	92,975
Prepaid expenses and other current assets	3,399	4,917
Total current assets	144,672	190,687
Property and equipment, net	19,002	19,528
Restricted cash	1,733	1,733
Other assets	2,445	842
Operating lease right-of-use assets	40,674	42,804
Total assets	$ 208,526	$ 255,594
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 3,406	$ 3,680
Accrued expenses	5,152	9,161
Operating lease liabilities	6,840	$ 3,981
Financing lease liability	106	—
Deferred revenue	910	2,024
Total current liabilities	16,414	18,846
Notes payable, net of discount and current portion	19,826	19,654
Operating lease liabilities, net of current portion	54,803	58,361
Financing lease liability, net of current portion	198	—
Deferred revenue, net of current portion	13,095	12,546
Total liabilities	104,336	109,407
Commitments and contingencies (Note 11)		
Stockholders' equity:		
Preferred stock, $0.0001 par value; 25,000,000 shares authorized at June 30, 2021 and December 31, 2020; no shares issued or outstanding	—	—
Common stock, $0.0001 par value; 175,000,000 shares authorized at June 30, 2021 and December 31, 2020; 36,861,350 shares issued and outstanding at June 30, 2021; 36,790,946 shares issued and outstanding at December 31, 2020	4	4
Additional paid-in capital	313,229	309,126
Accumulated other comprehensive loss	(10)	(7)
Accumulated deficit	(209,033)	(162,936)
Total stockholders' equity	$ 104,190	$ 146,187
Total liabilities and stockholders' equity	$ 208,526	$ 255,594

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

Foghorn Therapeutics Inc.
Condensed Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Collaboration revenue	$ 279	$ —	$ 565	$ —
Operating expenses:				
Research and development	18,642	13,628	37,368	25,131
General and administrative	4,898	1,911	9,588	4,132
Total operating expenses	23,540	15,539	46,956	29,263
Loss from operations	(23,261)	(15,539)	(46,391)	(29,263)
Other income (expense):				
Interest expense	(495)	(198)	(981)	(456)
Interest income and other income (expense), net	645	14	1,275	43
Change in fair value of preferred stock warrant liability	—	—	—	1
Total other income (expense), net	150	(184)	294	(412)
Net loss	$ (23,111)	$ (15,723)	$ (46,097)	$ (29,675)
Net loss per share attributable to common stockholders—basic and diluted	$ (0.63)	$ (2.90)	$ (1.25)	$ (5.61)
Weighted average common shares outstanding—basic and diluted	36,847,435	5,418,845	36,832,439	5,286,537
Comprehensive loss:				
Net loss	$ (23,111)	$ (15,723)	$ (46,097)	$ (29,675)
Other comprehensive loss:				
Unrealized losses on marketable securities	(16)	—	(3)	—
Total other comprehensive loss	(16)	—	(3)	—
Total comprehensive loss	$ (23,127)	$ (15,723)	$ (46,100)	$ (29,675)

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

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Foghorn Therapeutics Inc.
Condensed Consolidated Statements of Convertible Preferred Stock and Stockholders' Equity
(In thousands, except share amounts)
(Unaudited)

	Series A-1, A-2 and B Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balances at December 31, 2020	—	$ —	36,790,946	$ 4	$ 309,126	$ (7)	$ (162,936)	$ 146,187
Issuance of common stock upon exercise of stock options	—	—	35,829	—	62	—	—	62
Stock-based compensation expense	—	—	—	—	1,888	—	—	1,888
Unrealized gains on marketable securities	—	—	—	—	—	13	—	13
Net loss	—	—	—	—	—	—	(22,986)	(22,986)
Balances at Balances at March 31, 2021	—	$ —	36,826,775	$ 4	$ 311,076	$ 6	$ (185,922)	$ 125,164
Issuance of common stock upon exercise of stock options	—	—	34,575	—	111	—	—	111
Stock-based compensation expense	—	—	—	—	2,042	—	—	2,042
Unrealized losses on marketable securities	—	—	—	—	—	(16)	—	(16)
Net loss	—	—	—	—	—	—	(23,111)	(23,111)
Balances at June 30, 2021	—	$ —	36,861,350	$ 4	$ 313,229	$ (10)	$ (209,033)	$ 104,190
Balances at December 31, 2019	28,615,546	$ 86,544	4,870,851	$ —	$ 6,120	$ —	$ (94,136)	$ (88,016)
Issuance of common stock upon exercise of stock options	—	—	97,034	—	247	—	—	247
Vesting of restricted stock	—	—	222,973	—	—	—	—	—
Stock-based compensation expense	—	—	—	—	517	—	—	517
Net loss	—	—	—	—	—	—	(13,952)	(13,952)
Balances at Balances at March 31, 2020	28,615,546	$ 86,544	5,190,858	$ —	$ 6,884	$ —	$ (108,088)	$ (101,204)
Issuance of Series B convertible preferred stock, net of issuance costs of $123	6,407,867	47,936	—	—	—	—	—	—
Issuance of common stock upon exercise of stock options	—	—	20,819	—	27	—	—	27
Vesting of restricted stock	—	—	222,972	1	(1)	—	—	—
Stock-based compensation expense	—	—	—	—	489	—	—	489
Net loss	—	—	—	—	—	—	(15,723)	(15,723)
Balances at June 30, 2020	35,023,413	$ 134,480	5,434,649	$ 1	$ 7,399	$ —	$ (123,811)	$ (116,411)

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

Foghorn Therapeutics Inc.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2021	2020
Cash flows from operating activities:		
Net loss	$ (46,097)	$ (29,675)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation expense	3,930	1,006
Depreciation and amortization expense	1,556	509
Change in fair value of preferred stock warrant liability	—	(1)
Noncash lease expense	2,162	1,659
Noncash interest expense	172	126
Accretion of discount on marketable securities	(18)	—
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	(87)	(774)
Accounts payable	(259)	(285)
Accrued expenses and other current liabilities	(1,699)	819
Operating lease liabilities	(725)	3,259
Deferred revenue	(565)	—
Net cash used in operating activities	(41,630)	(23,357)
Cash flows from investing activities:		
Purchases of property and equipment	(3,003)	(3,269)
Purchases of marketable securities	(42,639)	—
Proceeds from the sale of marketable securities	119,470	—
Net cash provided by (used in) investing activities	73,828	(3,269)
Cash flows from financing activities:		
Proceeds from issuance of convertible preferred stock, net of issuance costs	—	47,936
Proceeds from issuance of common stock upon exercise of stock options	173	274
Net cash provided by financing activities	173	48,210
Net increase in cash, cash equivalents and restricted cash	32,371	21,584
Cash, cash equivalents and restricted cash at beginning of period	94,528	17,255
Cash, cash equivalents and restricted cash at end of period	$ 126,899	$ 38,839
Supplemental cash flow information:		
Cash paid for interest	$ 810	$ 341
Supplemental disclosure of noncash investing and financing information:		
Purchases of property and equipment included in accounts payable and accrued expenses	$ 75	$ 3,115
Deferred offering costs included in accounts payable and accrued expenses	$ —	$ 75
Reconciliation of cash, cash equivalents and restricted cash:		
Cash and cash equivalents	$ 125,166	$ 36,563
Restricted cash (current and non-current)	1,733	2,276
Total cash, cash equivalents and restricted cash shown in the statement of cash flows	$ 126,899	$ 38,839

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

Foghorn Therapeutics Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Nature of Business and Basis of Presentation

Foghorn Therapeutics Inc. (the "Company") is a clinical-stage biopharmaceutical company discovering and developing a new class of medicines targeting genetically-determined dependencies within the chromatin regulatory system. The Company uses its proprietary Gene Traffic Control platform to identify, validate and potentially drug targets within the system. The Company was founded in October 2015 as a Delaware corporation. The Company is headquartered in Cambridge, Massachusetts.

The Company is subject to risks similar to those of other early-stage companies in the biopharmaceutical industry, including dependence on key individuals, the need to develop commercially viable products, competition from other companies, many of whom are larger and better capitalized, the impact of the COVID-19 pandemic and the need to obtain adequate additional financing to fund the development of its products. There can be no assurance that the Company's research and development will be successfully completed, that adequate protection for the Company's intellectual property will be maintained, that any products developed will obtain required regulatory approval or that any approved products will be commercially viable. Even if the Company's development efforts are successful, it is uncertain when, if ever, the Company will generate significant revenue from the sale of its products.

In March 2020, the World Health Organization declared the global novel coronavirus disease 2019 ("COVID-19") outbreak a pandemic. The Company's operations have not been significantly impacted by the COVID-19 pandemic. However, the Company cannot at this time predict the specific extent, duration, or full impact that the COVID-19 pandemic will have on its financial condition and operations, including ongoing and planned clinical trials. The impact of the COVID-19 outbreak on the Company's financial performance will depend on future developments, including the duration and spread of the pandemic and related governmental advisories and restrictions. These developments and the impact of COVID-19 on the financial markets and the overall economy are highly uncertain and cannot be predicted. If the financial markets and/or the overall economy are impacted for an extended period, the Company's results may be materially adversely affected.

Going concern

On October 27, 2020, the Company completed its initial public offering ("IPO") pursuant to which it issued and sold 7,500,000 shares of its common stock at a public offering price of $16.00 per share, resulting in net proceeds of $108.0 million, after deducting underwriting discounts and commissions and other offering expenses. On November 19, 2020, the Company issued and sold an additional 951,837 shares of common stock at the IPO price of $16.00 per share pursuant to the underwriters' partial exercise of their option to purchase additional shares of common stock, resulting in additional net proceeds of $14.2 million after deducting underwriting discounts and commissions.

The accompanying condensed consolidated financial statements have been prepared on the basis of continuity of operations, realization of assets and the satisfaction of liabilities and commitments in the ordinary course of business. Since inception, the Company has funded its operations primarily with proceeds from sales of preferred stock, debt financing, an upfront payment of $15.0 million the Company received in July 2020 under a collaboration agreement with Merck Sharp & Dohme Corp. (see Note 9), and most recently, with proceeds from the sale of common stock in the IPO completed in October 2020. The Company has incurred losses since inception and as of June 30, 2021, the Company had an accumulated deficit of $209.0 million. The Company expects to continue to generate operating losses in the foreseeable future. As of the issuance date of these interim condensed consolidated financial statements the Company expects that its cash, cash equivalents and marketable securities will be sufficient to fund its operating expenses and capital expenditure requirements for at least 12 months.

The Company will need to obtain additional funding through public or private equity offerings, debt financings, collaborations, strategic alliances and/or licensing arrangements. The Company may not be able to obtain financing on acceptable terms, or at all, and the Company may not be able to enter into collaborative or strategic alliances or licensing arrangements. The terms of any financing may adversely affect the holdings or the rights of the Company's stockholders. Arrangements with collaborators or others may require the Company to relinquish rights to certain of its technologies or programs. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate some or all of its research and development programs, pipeline expansion or commercialization efforts, which could adversely affect its business prospects. Although management will continue to pursue these plans, there is no assurance that the Company will be successful in obtaining sufficient funding on terms acceptable to the Company to fund continuing operations when needed or at all.

Basis of presentation

The Company's condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of the United States Securities and Exchange Commission for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. The accompanying condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary. All intercompany accounts and transactions have been eliminated in consolidation. Any reference in these notes to applicable guidance is meant to refer to the authoritative GAAP as found in the Accounting Standards Codification ("ASC") and Accounting Standards Update ("ASU") of the Financial Accounting Standards Board ("FASB").

2. Summary of Significant Accounting Policies

The accounting policies of the Company are set forth in Note 2 to the consolidated financial statements contained in the Company's 2020 Annual Report on Form 10-K. The Company includes herein certain updates to those policies.

Leases

In accordance with ASC 842, Leases, the Company accounts for a contract as a lease when it has the right to control the asset for a period of time while obtaining substantially all of the asset's economic benefits. The Company determines if an arrangement is a lease or contains an embedded lease at inception. For arrangements that meet the definition of a lease, the Company determines the initial classification and measurement of its right-of-use asset and lease liability at the lease commencement date and thereafter if modified. The lease term includes any renewal or purchase options that the Company is reasonably assured to exercise. The present value of lease payments is determined by using the interest rate implicit in the lease, if that rate is readily determinable; otherwise, the Company uses its estimated secured incremental borrowing rate for that lease term. The Company's policy is to not record leases with an original term of twelve months or less on its consolidated balance sheets and recognizes those lease payments in the income statement on a straight-line basis over the lease term. The Company's existing leases are for office and laboratory space and equipment leases.

In addition to rent, the leases may require the Company to pay additional costs, such as utilities, maintenance and other operating costs, which are generally referred to as non-lease components. The Company has elected to not separate lease and non-lease components. Only the fixed costs for lease components and their associated non-lease components are accounted for as a single lease component and recognized as part of a right-of-use asset and liability.

Rent expense for operating leases is recognized on a straight-line basis over the reasonably assured lease term based on the total lease payments and is included in operating expenses in the condensed consolidated statements of operations and comprehensive loss.

For the Company's financing lease, amortization of the right-of-use asset is recognized on a straight-line basis over the shorter of the useful life of the asset or the lease term and is included in operating expenses on the condensed consolidated statements of operations and comprehensive loss. Interest on the finance lease liability is recognized in interest expense on the condensed consolidated statements of operations and comprehensive loss.

Recently issued accounting pronouncements

From time to time, new accounting pronouncements are issued by the FASB or other standard setting bodies that the Company adopts as of the specified effective date. The Company qualifies as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 and has elected not to "opt out" of the extended transition related to complying with new or revised accounting standards, which means that when a standard is issued or revised and it has different application dates for public and nonpublic companies, the Company can adopt the new or revised standard at the time nonpublic companies adopt the new or revised standard and can do so until such time that the Company either (i) irrevocably elects to "opt out" of such extended transition period or (ii) no longer qualifies as an emerging growth company.

3. Marketable Securities and Fair Value Measurements

As of June 30, 2021, available for sale marketable securities by security type consisted of (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Commercial paper (due within one year)	$ 8,995	$ —	$ (3)	$ 8,992
Corporate notes and bonds (due within one year)	7,122	—	(7)	7,115
Total	$ 16,117	$ —	$ (10)	$ 16,107

As of December 31, 2020, available for sale marketable securities by security type consisted of (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
U.S. treasury notes (due within one year)	$ 92,982	$ —	$ (7)	$ 92,975
Total	$ 92,982	$ —	$ (7)	$ 92,975

The following tables present the Company's fair value hierarchy for its assets and liabilities, which are measured at fair value on a recurring basis (in thousands):

	Fair Value Measurements at June 30, 2021 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	$ 120,167	$ —	$ —	$ 120,167
Commercial paper	—	4,999	—	4,999
Marketable securities:				
Commercial paper	—	8,992	—	8,992
Corporate notes and bonds	—	7,115	—	7,115
Total	$ 120,167	$ 21,106	$ —	$ 141,273
	Fair Value Measurements at December 31, 2020 Using:			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Cash equivalents:				
Money market funds	$ 48,770	$ —	$ —	$ 48,770
U.S. treasury notes	—	42,997	—	42,997
Marketable securities:				
U.S. treasury notes	—	92,975	—	92,975
Total	$ 48,770	$ 135,972	$ —	$ 184,742

During the three and six months ended June 30, 2021 and 2020, there were no transfers between Level 1, Level 2 and Level 3.

4. Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	June 30, 2021	December 31, 2020
Laboratory equipment	$ 4,333	$ 3,740
Furniture and fixtures	815	815
Computer equipment and software	100	100
Leasehold improvements	17,062	16,961
Financing lease right-of-use asset	384	—
Assets not yet placed in service	—	15
	22,694	21,631
Less: Accumulated depreciation and amortization	(3,692)	(2,103)
	19,002	19,528

Depreciation and amortization expense, including amortization of financing lease right-of-use assets, was $0.8 and $0.2 million for the three months ended June 30, 2021 and 2020, respectively, and $1.6 and $0.5 million for the six months ended June 30, 2021 and 2020, respectively.

5. Accrued Expenses

Accrued expenses consisted of the following (in thousands):

	June 30, 2021	December 31, 2020
Accrued external research and development expenses	$ 2,455	$ 2,146
Accrued employee compensation and benefits	1,974	3,513
Accrued professional fees	693	979
Accrued tenant improvements	29	2,385
Other	1	138
	$ 5,152	$ 9,161

6. Notes Payable

Long-term debt consisted of the following (in thousands):

	June 30, 2021	December 31, 2020
Principal amount of long-term debt	$ 20,000	$ 20,000
Less: Current portion of long-term debt	—	—
Long-term debt, net of current portion	20,000	20,000
Final payment fee	1,000	1,000
Debt discount, net of accretion	(1,174)	(1,346)
Long-term debt, net of discount and current portion	$ 19,826	$ 19,654

As of June 30, 2021, the Company had outstanding loans under its loan and security agreement of $20.0 million.

On November 19, 2020, the Company entered into a loan and security agreement (the "Oxford Loan Agreement"), with Oxford Finance LLC, or Oxford, for an aggregate principal amount of $20.0 million (the "Oxford Term Loan A") and up to an additional $5.0 million (the "Oxford Term Loan B"). On November 19, 2020, the Company borrowed $20.0 million under the Oxford Term Loan A. Oxford Term Loan A and Oxford Term Loan B (the "Term Loans") bear interest at a floating per annum rate equal to the greater of (i) 8.0% and (ii) the sum of (a) thirty-day LIBOR rate plus (b) 7.84%. In addition, upon loan maturity or prepayment, the Company is required to make a final payment fee equal to 5.0% of the aggregate principal amount borrowed which is being amortized to interest expense over the term of the debt using the effective interest method.

The Company is required to make monthly interest only payments under the Oxford Loan each month beginning on January 1, 2021. Beginning on December 1, 2023, the Company is required to make consecutive equal monthly payments of principal, together with applicable interest, in arrears, based upon a repayment schedule equal to 24 months, with a final maturity date of November 1, 2025 (the “Maturity Date”). At the Company’s option, the Company may elect to prepay the loans subject to a prepayment fee equal to the following percentage of the principal amount being prepaid: 2% if an advance is prepaid during the first 12 months following the applicable advance date, 1% if an advance is prepaid after 12 months but prior to 24 months following the applicable advance date, and 0.5% if an advance is prepaid any time after 24 months following the applicable advance date but prior to the Maturity Date.

The Company's obligations under the Oxford Loan Agreement are secured by a security interest in all of its assets, other than its intellectual property. The Company is also subject to certain affirmative and negative covenants restricting the Company’s activities, including limitations on dispositions, mergers or acquisitions; encumbering its intellectual property; incurring indebtedness or liens; paying dividends; making certain investments; and engaging in certain other business transactions. The obligations under the Loan are subject to acceleration upon the occurrence of specified events of default, including a material adverse change in the Company’s business, operations or financial or other condition. Upon the occurrence of an event of default and until such event of default is no longer continuing, the annual interest rate will be 5.0% above the otherwise applicable rate. As of June 30, 2021 and December 31, 2020, the Company believes an event of default would be remote.

In connection with the Oxford Loan Agreement, the Company granted warrants to purchase 18,445 shares of the Company’s common stock at $16.26 per share. The issued warrants are exercisable for 10 years. The Company valued the warrants using the Black-Scholes option pricing model and determined the fair value of the warrants to be $0.2 million. The Company determined the warrants met the criteria for equity classification, and, as such, the fair value of the warrants were recorded as additional paid-in capital and as a discount to the debt which is being amortized to interest expense over the term of the Oxford Loan of five years. In addition, the Company incurred debt issuance costs of $0.2 million.

As of June 30, 2021, the interest rate applicable to outstanding borrowings under the Oxford Loan Agreement was 8.1%. During the three and six months ended June 30, 2021, the weighted average effective interest rate on outstanding borrowings was approximately 9.8%.

As of June 30, 2021, future principal payments due are as follows (in thousands):

Remainder of 2021 (six months)	$	—
2022		—
2023		833
2024		10,000
2025	$	9,167
	$	20,000

As of June 30, 2020, the Company had outstanding loans under its amended loan and security agreement with Comerica Bank. In November 2020, the Company used a portion of the proceeds from the Oxford Loan Agreement described above to repay the outstanding principal balances in full plus unpaid accrued interest and the final payment fee.

7. Common Stock and Net Loss Per Share

Common Stock

Each share of common stock entitles the holder to one vote on all matters submitted to a vote of the Company's stockholders. Common stockholders are not entitled to receive dividends, unless declared by the board of directors.

Net Loss Per Share

The following common stock equivalents presented based on amounts outstanding at each period end, have been excluded from the calculation of diluted net loss per share because including them would have had an anti-dilutive impact:

	June 30,	
	2021	2020
Stock options to purchase common stock	6,378,714	3,990,475
Warrants to purchase common stock	18,445	—
Convertible preferred stock (as converted to common stock)	—	18,931,575
Warrants to purchase convertible preferred stock (as converted to common stock)	—	7,608
Unvested restricted common stock	—	445,949
	6,397,159	23,375,607

8. Stock-Based Compensation

2016 Stock Incentive Plan

The Company's 2016 Stock Incentive Plan (the "2016 Plan") provided for the Company to grant incentive stock options or nonqualified stock options and other equity awards to employees, directors and consultants of the Company. Upon the effectiveness of the 2020 Equity Incentive Plan (the "2020 Plan") in October 2020, the Company ceased granting additional awards under the 2016 Plan.

2020 Equity Incentive Plan

On October 21, 2020, the Company's board of directors adopted and its stockholders approved the 2020 Plan, which became effective on October 21, 2020. The 2020 Plan provides for the grant of incentive stock options, non-qualified options, stock appreciation rights, restricted stock awards, restricted stock units and other stock-based awards. The number of shares initially reserved for issuance under the 2020 Plan was (i) 2,200,000 shares (the "share pool"), plus (ii) the number of shares of common stock available for issuance under the 2016 Plan as of the effective date of the 2020 Plan, plus the number of shares of common stock underlying awards under the 2016 Plan that on or after the date of adoption expire or become unexercisable without delivery of shares, are forfeited to, or repurchased for cash, are settled in cash, or otherwise become available again for grant under the 2016 Plan, in each case, in accordance with its terms (up to an aggregate of 5,078,295 shares). As of June 30, 2021, 2,270,457 shares remained available for future grant under the 2020 Plan.

The share pool will automatically increase on January 1 of each year from 2021 to 2030 by the lesser of (i) four percent of the number of shares of our common stock outstanding as of the close of business on the immediately preceding December 31 and (ii) the number of shares determined by the board of directors on or prior to such date for such year. The number of shares reserved for issuance under the 2020 Plan was increased by 1,471,576 shares effective January 1, 2021.

The 2020 Plan is administered by the board of directors or, at the discretion of the board of directors, by a committee of the board of directors. The exercise prices, vesting and other restrictions are determined at the discretion of the board of directors, or its committee if so delegated. Stock options granted with service-based vesting conditions generally vest over four years and expire after ten years. The exercise price for stock options granted is not less than the fair value of common stock on the date of grant. The Company bases fair value of common stock on the quoted market price. Prior to the IPO, the board of directors determined the value the Company's common stock, taking into consideration its most recently available valuation of common stock performed by third parties as well as additional relevant factors which may have changed since the date of the most recent contemporaneous valuation through the date of grant.

2020 Employee Stock Purchase Plan

On October 21, 2020, the Company's board of directors adopted and its stockholders approved the 2020 Employee Stock Purchase Plan (the "ESPP"), which became effective on October 21, 2020. The aggregate number of shares of common stock available for purchase pursuant to the exercise of options under the ESPP is 360,000 shares, plus an automatic annual increase, as of January 1 of each year from 2021 to 2030, equal to the lesser of one percent of the number of shares of common stock outstanding as of the close of business on the immediately preceding December 31 and (ii) the number of shares determined by the board of directors on or prior to such date for such year (up to a maximum of 3,220,520 shares). The number of shares reserved for issuance under the ESPP was increased by 367,894 shares effective January 1, 2021.

As of June 30, 2021, no offering periods have commenced under the ESPP.

Stock-based compensation

Stock-based compensation expense was classified in the statements of operations and comprehensive loss as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Research and development expenses	$ 1,109	$ 298	$ 2,123	$ 625
General and administrative expenses	933	191	1,807	381
	$ 2,042	$ 489	$ 3,930	$ 1,006

As of June 30, 2021, total unrecognized compensation cost related to unvested options was $25.2 million, which is expected to be recognized over a weighted average period of 3.1 years.

9. Collaboration Agreement

In July 2020, the Company entered into a research collaboration and license agreement (the “Collaboration Agreement”) with Merck Sharp & Dohme Corp. (“Merck”). The Company and Merck will apply Foghorn’s proprietary Gene Traffic Control platform to discover and develop novel therapeutics. Under the Collaboration Agreement, the Company granted Merck exclusive global rights to develop, manufacture and commercialize drugs that target dysregulation of a single transcription factor. Under the terms of the Collaboration Agreement, the Company and Merck are each responsible to perform certain research activities in accordance with a mutually-agreed upon research plan. Merck may substitute the selected transcription factor during certain stages of the research program, subject to certain limitations. Following completion of the research program, Merck is responsible for the development and commercialization of the compounds developed pursuant to the research program and any product containing such compounds. Pursuant to the Collaboration Agreement, the Company will also participate on a joint steering committee.

Under the terms of the agreement, Foghorn received a nonrefundable upfront payment of $15.0 million from Merck and is eligible to receive up to $245.0 million upon achievement of specified research, development and regulatory milestones by any product candidate generated by the collaboration, and up to $165.0 million upon achievement of specified sales-based milestones per approved product from the collaboration, if any. The Company will be eligible to receive tiered royalties, calculated on a product-by-product and country-by-country basis, on net sales of approved products from the collaboration, if any, at royalty rates ranging from the mid single digits to low tens, depending on whether the products are covered by patent rights it licenses to Merck.

Unless terminated earlier, the Collaboration Agreement will continue in full force and effect until one or more products has received marketing authorization and, thereafter, until expiration of all royalty obligations under the Collaboration Agreement. The Company or Merck may terminate the Collaboration Agreement upon an uncured material breach by the other party or insolvency of the other party. Merck may also terminate the Merck Collaboration Agreement for any reason upon certain notice to the Company.

The Company determined that the (1) research, development, manufacture and commercialization licenses, (2) the research activities performed by the Company and (3) service on the joint committees represent a single performance obligation under the Collaboration Agreement. The Company determined that Merck cannot benefit from the licenses separately from the research activities and participation on the joint steering committee because these services are specialized and rely on the Company’s expertise such that these activities are highly interrelated and therefore not distinct. Accordingly, the promised goods and services represent one combined performance obligation, and the entire transaction price was allocated to that single combined performance obligation. The performance obligation will be satisfied over the research term as the Company performs the research activities and participates in a joint steering committee to oversee research activities.

The upfront payment of $15.0 million was initially recorded as deferred revenue and is being recognized as revenue as the performance obligation is satisfied. The Company recognizes revenue using the cost-to-cost method, which it believes best depicts the transfer of control to the customer over time. Under the cost-to-cost method, the extent of progress towards completion is measured based on the ratio of actual costs incurred to the total estimated costs expected upon satisfying the identified performance obligation. Under this method, revenue is recorded as a percentage of the estimated transaction price based on the extent of progress towards completion. As of June 30, 2021, the potential research, development and regulatory milestone payments that the Company is eligible to receive were excluded from the transaction price as they were fully constrained by uncertain events. The Company will reevaluate the transaction price at the end of each reporting period and as uncertain events are resolved or other changes in circumstances occur, and if necessary, the Company will adjust its estimate of the transaction price. Any additions to the transaction price would be reflected in the period as a cumulative revenue catch-up based on the ratio of costs incurred to the total estimated costs expected applied to the revised transaction price. Sales-based royalties and milestone payments, which predominantly relate to the license, will be recognized if and when the related sales occur.

As of June 30, 2021, the aggregate amount of the transaction price related to the unsatisfied portion of the performance obligation is $14.0 million, which is expected to be recognized as revenue through 2028. The Company does not expect collaboration revenue to be recognized evenly over this period as it will be recognized on a percentage of completion basis (using cost-to-cost method) as the Company performs the research activities and participates on the joint steering committee, which will likely vary from period to period. In estimating the total costs to satisfy its single performance obligation pursuant to the Collaboration Agreement, the Company is required to make significant estimates including an estimate of the number of transcription factor substitutions and the expected time and expected costs to fulfill the performance obligation.The cumulative effect of revisions to the total estimated costs to complete the Company’s single performance obligation will be recorded in the period in which the changes are identified, and amounts can be reasonably estimated. While such revisions will have no impact on the Company’s cash flows, a significant change in these assumptions and estimates could have a material impact on the timing and amount of revenue recognized in future periods. In the three months ended June 30, 2021, the Company re-evaluated its estimates related to the collaboration agreement resulting in a reclass of $1.9 million from short-term deferred revenue to long-term deferred revenue, net of current portion on the Company's condensed consolidated balance sheets.

At inception, the Company assessed the Collaboration Agreement to determine whether a significant financing component exists and concluded that a significant financing component does not exist. For the three months ended June 30, 2021, the Company had recorded $0.3 million of revenue under the Collaboration Agreement, which was included in deferred revenue at the beginning of the period. For the six months ended June 30, 2021, the Company had recorded $0.6 million of revenue under the Collaboration Agreement, which was included in deferred revenue at the beginning of the period.

10. Leases

In October 2019, the Company entered into a lease for 81,441 square feet of office and laboratory space in Cambridge, Massachusetts, commencing in January 2020 (the “New Lease”). The initial term of the New Lease was eight years with a five-year option to extend at fair-market rent at the time of the extension. The base rent payments escalate annually over the eight-year lease term and totaled approximately $60.3 million. In connection with the New Lease, the landlord agreed to fund up to $3.0 million in tenant improvements to the leased facility as well as up to an additional $16.3 million, which resulted in additional rent payments to the landlord over the lease term. During the three months ended June 30, 2021 and 2020, $1.0 million, and $2.3 million respectively, of leasehold improvements were reimbursed by the landlord, which resulted in an increase to operating lease liabilities. During the six months ended June 30, 2021 and 2020, $2.5 million and $3.0 million, respectively, of leasehold improvements were reimbursed by the landlord, which resulted in an increase to operating lease liabilities. The Company will be obligated to pay its portion of real estate taxes and costs related to the premises, including costs of operations and management of the leased premises. On January 1, 2020, the lease commencement date, the Company recorded an operating lease asset of $38.6 million and corresponding lease liability of $38.3 million.

In June 2020, the Company amended the New Lease to defer payment of a portion of the base rent and operating expenses and to extend the lease term by nine months to September 2028. The amendment was accounted for as a lease modification and the right-of-use asset and lease liability were remeasured at the modification date of June 29, 2020 resulting in an increase of $7.4 million to both the right-of-use asset and lease liabilities.

The Company had a lease for office and laboratory facilities in Cambridge, Massachusetts under a noncancellable operating lease that began in August 2017 and expired in March 2025. In April 2020, this lease was assigned and assumed by a related party which became effective in October 2020.

The components of lease expense were as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Operating lease cost	$ 1,886	$ 1,725	$ 3,773	$ 2,983
Short-term lease cost	—	19	—	46
Variable lease cost	727	156	1,491	392
	$ 2,613	$ 1,900	$ 5,264	$ 3,421

Supplemental disclosure of cash flow information related to leases was as follows (in thousands):

	Six Months Ended June 30,	
	2021	2020
Cash paid for amounts included in the measurement of operating lease liabilities	$ 4,799	$ 1,064
Operating lease liabilities arising from obtaining right-of-use assets	$ —	$ 38,306
Financing lease liabilities arising from obtaining right-of-use assets	$ 330	$ —
Increase in operating lease liabilities and right-of-use assets due to lease remeasurement	$ —	$ 7,384

The weighted-average remaining lease term and discount rate as of period ends were as follows:

	June 30, 2021	December 31, 2020
Weighted-average remaining lease term - operating leases (in years)	7.2	7.7
Weighted-average discount rate - operating leases	5.35 %	5.35 %

Future annual minimum lease payments under operating leases as of June 30, 2021 were as follows (in thousands):

Remainder of 2021 (six months)	$ 4,941
2022	9,967
2023	10,051
2024	10,375
2025	10,623
Thereafter	30,576
Total future minimum lease payments	76,533
Less: imputed interest	(13,413)
Less: estimated lease incentives	(1,477)
Total operating lease liabilities	$ 61,643

Included in the condensed consolidated balance sheet (in thousands):	June 30, 2021
Current operating lease liabilities	$ 6,840
Operating lease liabilities, net of current portion	54,803
Total operating lease liabilities	$ 61,643

Sublease agreement

In April 2020, the Company entered into a two-year sublease agreement to sublet approximately 16,843 square feet of office space under the New Lease, as amended, which began in July 2020. In February 2021, the Company entered into an amendment to the sublease to sublet approximately 2,980 square feet of additional office space to the sublessee for the remaining lease term. In August 2021, the Company entered into an amendment to, among other things, extend the sublease through November 31, 2022. As of June 30, 2021, the remaining rent payments due to the Company under the amended sublease were $2.9 million. During the three and six months ended June 30, 2021, the Company recorded other income of $0.6 million and $1.2 million, respectively, related to this sublease.

Financing lease

In October 2020, the Company entered into an equipment lease with a three-year term and an optional purchase option. The Company analyzed the terms of the lease and, due to the likelihood of the Company exercising a purchase option at the end of the three-year lease term, classified this lease as a financing lease. On March 31, 2021, the lease commencement date, the Company recorded a financing lease right-of-use asset of $0.4 million, included in property and equipment, net, and a corresponding financing lease liability of $0.3 million on the condensed consolidated balance sheets. See Notes 2 and 4 for additional information. As of June 30, 2021, a financing lease right-of-use asset of $0.4 million, included in property and equipment, net, and a corresponding financing lease liability of $0.3 million remained on the condensed consolidated balance sheets.

11. Commitments and Contingencies

Leases

The Company's commitments under its leases are described in Note 10.

License agreements

The Company has entered into various exclusive and non-exclusive license agreements for certain technologies. Under the terms of these license agreements, the Company could be required to reimburse the licensors for patent expenses and remit amounts in the low single-digit as sales-based royalties upon the occurrence of specific events as outlined in the corresponding license agreements. The Company is also required to make annual license maintenance fees of less than $0.1 million and pay up to $1.1 million in regulatory milestones on each licensed product upon the occurrence of specific events as outlined in one of the license agreements. None of our product candidates utilize technologies covered by these licenses.

Indemnification agreements

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, contract research organizations, business partners and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its board of directors and its executive officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. The Company has not incurred any material costs as a result of such indemnifications and is not currently aware of any indemnification claims.

Legal Proceedings

From time to time, the Company may become involved in litigation or other legal proceedings. The Company is not currently a party to any material litigation or legal proceedings.

12. Defined Contribution Plan

The Company has a 401(k) defined contribution plan (the "401(k) Plan") for its employees. Eligible employees may make pretax contributions to the 401(k) Plan up to statutory limits. There was no discretionary match made under the 401(k) Plan as of June 30, 2021.

13. Related Parties

In October 2015, the Company entered into a five-year service agreement with Flagship Pioneering ("Flagship"), an affiliate of one of its stockholders, Flagship Venture Funds, to provide general and administrative services to the Company, including certain consulting services and the provision of employee health and dental benefit plans for the Company's employees. The Company made no cash payments to Flagship for services received under this during the three and six months ended June 30, 2021. The Company made cash payments to Flagship for services received under this agreement of $0.4 million and $0.6 million during the three and six months ended June 30, 2020, respectively. As of both June 30, 2021 and December 31, 2020, the Company had no accounts payable to Flagship. This agreement expired in 2020.

In October 2015, the Company entered into a five-year consulting agreement with a scientific founder of the Company who is also a board member and a shareholder. In October 2020, this agreement was extended to January 1, 2022, with an option to renew. During the three and six months ended June 30, 2021 and 2020, the Company paid the scientific founder $0.1 million. As of June 30, 2021 and December 31, 2020, the Company had de minimis and no accounts payable, respectively, to this scientific founder.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and the related notes to those statements included elsewhere in this Quarterly Report on Form 10-Q. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Some of the numbers included herein have been rounded for the convenience of presentation. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those discussed under "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020.

Overview

We are pioneering the discovery and development of a new class of medicines targeting genetically determined dependencies within the chromatin regulatory system, an untapped opportunity for therapeutic intervention. Our proprietary Gene Traffic Control platform gives us an integrated, mechanistic understanding of how the various components of the chromatin regulatory system interact, allowing us to identify, validate and potentially drug targets within the system. Breakdowns in the chromatin regulatory system are associated with over 50 percent of all cancers. Addressing these breakdowns could potentially provide therapies for over 2.5 million patients. Consequently, we are initially focused in oncology. We are developing FHD-286, a selective, allosteric ATPase inhibitor that is currently being evaluated in separate Phase 1 studies in (i) metastatic uveal melanoma and (ii) relapsed or refractory acute myeloid leukemia (AML) and myelodysplastic syndrome (MDS). We are developing FHD-609, a targeted protein degrader that is currently being evaluated in a Phase 1 study in synovial sarcoma. Our vision is to use our Gene Traffic Control platform to discover and develop drugs in oncology and other therapeutic areas, including virology, autoimmune disease and neurology.

Since our inception in October 2015, we have focused substantially all of our resources on building our Gene Traffic Control platform, organizing and staffing our company, business planning, raising capital, conducting discovery and research activities, protecting our trade secrets, filing patent applications, identifying potential product candidates, undertaking preclinical studies and clinical trial activities, establishing arrangements with third parties for the manufacture of initial quantities of our product candidates and component materials. We do not have any products approved for sale and have not generated any revenue from product sales.

On October 27, 2020, we completed our initial public offering, or IPO, pursuant to which we issued and sold 7,500,000 shares of our common stock at a public offering price of $16.00 per share, resulting in net proceeds of $108.0 million, after deducting underwriting discounts and commissions and other offering expenses. On November 19, 2020, we issued and sold an additional 951,837 shares of common stock at the IPO price of $16.00 per share pursuant to the underwriters' partial exercise of their option to purchase additional shares of common stock, resulting in additional net proceeds of $14.2 million after deducting underwriting discounts and commissions. Prior to our IPO, we have funded our operations with proceeds from sales of preferred stock, term loans and an upfront payment of $15.0 million we received in July 2020 under our collaboration agreement with Merck Sharp & Dohme Corp., or Merck.

We have incurred significant operating losses since our inception. For the six months ended June 30, 2021 and the year ended December 31, 2020, we reported net losses of $46.1 million and $68.8 million, respectively. As of June 30, 2021, we had an accumulated deficit of $209.0 million. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years. Our ability to generate any product revenue or product revenue sufficient to achieve profitability will depend on the successful development and eventual commercialization of one or more product candidates we may develop.

We expect that our expenses and capital requirements will increase substantially in connection with our ongoing activities, particularly if and as we:

- advance our FHD-286 and FHD-609 product candidates and continue our preclinical development of product candidates from our current research programs;
- identify additional research programs and additional product candidates;
- initiate preclinical testing for any new product candidates we identify and develop;
- obtain, maintain, expand, enforce, defend and protect our trade secrets and intellectual property portfolio and provide reimbursement of third-party expenses related to our patent portfolio;
- hire additional research and development personnel;

- add operational, legal, compliance, financial and management information systems and personnel to support our research, product development and operations as a public company;
- expand the capabilities of our platform;
- acquire or in-license product candidates, intellectual property and technologies;
- operate as a public company;
- seek marketing approvals for any product candidates that successfully complete clinical trials; and
- ultimately establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval.

We will not generate revenue from product sales unless and until we successfully commercialize one of our product candidates, after completing clinical development and obtaining regulatory approval. If we obtain regulatory approval for any of our product candidates, we expect to incur significant expenses related to developing our commercialization capability to support product sales, marketing, and distribution. Further, we expect to incur additional costs associated with operating as a public company.

As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through our collaboration agreement with Merck and a combination of equity offerings, debt financings and collaborations or licensing arrangements. We may be unable to raise additional funds or enter into such other agreements or arrangements when needed on favorable terms, or at all. If we fail to raise capital or enter into such agreements as, and when, needed, we may have to significantly delay, scale back our development or commercialization plans for one or more of our product candidates.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve or maintain profitability. Even if we are able to generate product sales, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce or terminate our operations.

COVID-19

In March 2020, COVID-19 was declared a global pandemic by the World Health Organization and to date the COVID-19 pandemic continues to present a substantial public health and economic challenge around the world. The length of time and full extent to which the COVID-19 pandemic will directly or indirectly impact our business, results of operations and financial condition will depend on future developments that are highly uncertain, subject to change and are difficult to predict. While we continue to conduct our research and development activities, the COVID-19 pandemic may cause disruptions that affect our ability to initiate and complete preclinical studies, ongoing and future clinical trials or to procure items that are essential for our research and development activities.

We plan to continue to closely monitor the ongoing impact of the COVID-19 pandemic on our employees and our business operations. In an effort to provide a safe work environment for our employees, we have, among other things, increased the cadence of sanitization of our office and lab facilities, implemented various social distancing measures in our office and labs including replacing in-person meetings with virtual interactions, and are providing personal protective equipment for our employees present in our office and lab facilities. We expect to continue to take actions as may be required or recommended by government authorities or as we determine are in the best interests of our employees and other business partners in light of the pandemic.

Components of Our Results of Operations

Collaboration Revenue

To date, we have not generated any revenue from product sales and do not expect to generate any revenue from the sale of products in the near future. If our development efforts for our product candidates are successful and result in regulatory approval or licenses with third parties, we may generate revenue in the future from product sales, milestone payments under our existing collaboration agreement or payments from other license agreements that we may enter into with third parties.

In July 2020, we entered into a strategic research collaboration and license agreement, or the Collaboration Agreement, with Merck, pursuant to which we will apply our proprietary Gene Traffic Control platform to discover and develop novel therapeutics. Under the Collaboration Agreement, we granted Merck exclusive global rights to develop, manufacture, and commercialize drugs that target dysregulation of a single transcription factor. Under the terms of the Collaboration Agreement, we received a nonrefundable upfront payment of $15.0 million from Merck and are eligible to receive up to $245.0 million upon achievement of specified research, development and regulatory milestones by any product candidate generated by the collaboration, and up to $165.0 million upon achievement of specified sales-based milestones per approved product from the collaboration, if any, as well as royalties on sales of any approved product from the collaboration. We cannot provide assurance as to the timing of future milestone or royalty payments or that we will receive any of these payments at all.

We record revenue over the research term as we satisfy our performance obligation under the Collaboration Agreement. Accordingly, the upfront payment of $15.0 million is being recognized as revenue using the cost-to-cost method, which we believe best depicts the transfer of control to the customer over time. Under the cost-to-cost method, the extent of progress towards completion is measured based on the ratio of actual costs incurred to the total estimated costs expected upon satisfying the identified single performance obligation. We expect revenue to fluctuate as the achievement of milestones becomes probable and as our efforts to satisfy our performance obligation vary from period to period. In estimating the total costs to satisfy our performance obligation pursuant to the Collaboration Agreement, we are required to make significant estimates including an estimate of the number of transcription factor substitutions and the expected time and expected costs to fulfill the performance obligation. The cumulative effect of revisions to the total estimated costs to complete our performance obligation will be recorded in the period in which the changes are identified, and amounts can be reasonably estimated. While such revisions will have no impact on our cash flows, a significant change in these assumptions and estimates could have a material impact on the timing and amount of revenue recognized in future periods. In the three months ended June 30, 2021, the Company re-evaluated its estimates related to the collaboration agreement resulting in a reclass of $1.9 million from short-term deferred revenue to long-term deferred revenue, net of current portion on the Company's condensed consolidated balance sheets. During the three and six months ended June 30, 2021, we recognized $0.3 million and $0.6 million, respectively, of revenue under the Collaboration Agreement and, as of June 30, 2021, we had $14.0 million of deferred revenue related to the upfront payment remaining on our condensed consolidated balance sheets.

Operating Expenses

Our operating expenses are comprised of research and development expenses and general and administrative expenses.

Research and Development Expenses

Research and development expenses consist primarily of costs incurred for our research activities, including our discovery efforts, and progressing our programs, which include:

- personnel-related costs, including salaries, benefits and stock-based compensation expense, for employees engaged in research and development functions;
- expenses incurred in connection with our research programs and preclinical and clinical development of our product candidates, including under agreements with third parties, such as consultants and contractors and contract research organizations, or CROs;
- the cost of manufacturing drug substance and drug product for use in our research and preclinical studies and clinical trials under agreements with third parties, such as consultants and contractors and contract development and manufacturing organizations, or CDMOs;
- laboratory supplies and research materials;
- facilities, depreciation and amortization and other expenses, which include direct and allocated expenses for rent and maintenance of facilities and insurance; and
- payments made under third-party licensing agreements.

We track our direct external research and development expenses on a program-by-program basis. These consist of costs that include fees, reimbursed materials, and other costs paid to consultants, contractors, CDMOs, and CROs in connection with our preclinical, clinical and manufacturing activities. We do not allocate employee costs, costs associated with our discovery efforts, laboratory supplies, and facilities expenses, including depreciation or other indirect costs, to specific product development programs because these costs are deployed across multiple programs and our platform and, as such, are not separately classified.

We expect that our research and development expenses will increase substantially as we advance our programs into clinical development and expand our discovery, research and preclinical activities in the near term and in the future. At this time, we cannot accurately estimate or know the nature, timing and costs of the efforts that will be necessary to complete the preclinical and clinical development of any product candidates we may develop. A change in the outcome of any number of variables with respect to product candidates we may develop could significantly change the costs and timing associated with the development of that product candidate. We may never succeed in obtaining regulatory approval for any product candidates we may develop.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel-related costs, including salaries, benefits and stock-based compensation, for employees engaged in executive, legal, finance and accounting and other administrative functions. General and administrative expenses also include professional fees for legal, patent, consulting, investor and public relations and accounting and audit services as well as direct and allocated facility-related costs.

We anticipate that our general and administrative expenses will increase in the future as we increase our headcount to support our continued research activities and development of our programs and platform. We also anticipate that we will continue to incur increased accounting, audit, legal, regulatory, compliance, director and officer insurance costs and investor and public relations expenses associated with operating as a public company.

Other Income (Expense)

Interest Expense

Interest expense consists of interest expense associated with outstanding borrowings under our loan agreements as well as the amortization of debt discount associated with such agreements.

Interest Income and Other Income (Expense), Net

Interest income consists of interest earned on our invested cash balances. Other income (expense) consists of sublease income and miscellaneous expense unrelated to our core operations.

Income Taxes

Since our inception, we have not recorded any income tax benefits for the net losses we have incurred or for the research and development tax credits earned in each period, as we believe, based upon the weight of available evidence, that it is more likely than not that all of our net operating loss carryforwards and tax credit carryforwards will not be realized.

As of December 31, 2020, we had federal and state net operating loss carryforwards of $147.3 million and $132.3 million, respectively, which may be available to offset future taxable income. The federal net operating loss carryforwards include $12.5 million which expire at various dates beginning in 2035 and $134.8 million which carryforward indefinitely but in some circumstances may be limited to offset 80% of annual taxable income. The state net operating loss carryforwards expire at various dates beginning in 2036. As of December 31, 2020, we also had federal and state research and development tax credit carryforwards of $3.4 million and $2.0 million, respectively, which may be available to reduce future tax liabilities and expire at various dates beginning in 2036 and 2031, respectively. Due to our history of cumulative net losses since inception and uncertainties surrounding our ability to generate future taxable income, we have recorded a full valuation allowance against our net deferred tax assets at each balance sheet date.

Critical Accounting Policies and Significant Judgments and Estimates

Our consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of our consolidated financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue, costs and expenses and the disclosure of contingent assets and liabilities in our consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in Note 2 to our consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020 as well as elsewhere in this Quarterly Report on Form 10-Q, we believe that revenue recognition, accrued research and development expenses and stock-based compensation are those most critical to the judgments and estimates used in the preparation of our consolidated financial statements. There have been no material changes to our critical accounting policies and estimates detailed in the C*ritical Accounting Policies and Significant Judgements* section of *Item 7. Managements Discussion and Analysis of financial Condition and Results of Operations* in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020.

Results of Operations

Comparison of the Three and Six Months Ended June 30, 2021 and 2020

The following table summarizes our results of operations for the three months ended ***June 30, 2021 and 2020***:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2021	2020	Change	2021	2020	Change
	(in thousands)			(in thousands)		
Collaboration revenue	$ 279	$ —	$ 279	$ 565	$ —	$ 565
Operating expenses:						
Research and development	18,642	13,628	5,014	37,368	25,131	12,237
General and administrative	4,898	1,911	2,987	9,588	4,132	5,456
Total operating expenses	23,540	15,539	8,001	46,956	29,263	17,693
Loss from operations	(23,261)	(15,539)	(7,722)	(46,391)	(29,263)	(17,128)
Other income (expense):						
Interest expense	(495)	(198)	(297)	(981)	(456)	(525)
Interest income and other income (expense), net	645	14	631	1,275	43	1,232
Change in fair value of preferred stock warrant liability	—	—	—	—	1	(1)
Total other income (expense), net	150	(184)	334	294	(412)	706
Net loss	$ (23,111)	$ (15,723)	$ (7,388)	$ (46,097)	$ (29,675)	$ (16,422)

Collaboration Revenue

Collaboration revenue recognized during the three months ended June 30, 2021 of $0.3 million was related to our Collaboration Agreement. The upfront payment of $15.0 million was initially recorded as deferred revenue and is being recognized as revenue under the cost-to-cost method. There was no collaboration revenue recognized during the three months ended June 30, 2020 as the Collaboration Agreement was not entered into until July 2020.

Collaboration revenue recognized during the six months ended June 30, 2021 of $0.6 million was related to our Collaboration Agreement. The upfront payment of $15.0 million was initially recorded as deferred revenue and is being recognized as revenue under the cost-to-cost method. There was no collaboration revenue recognized during the six months ended June 30, 2020 as the Collaboration Agreement was not entered into until July 2020.

Research and Development Expenses

The following table summarizes our research and development expenses for the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2021	2020	Change	2021	2020	Change
	(in thousands)			(in thousands)		
Direct research and development expenses by program:						
FHD-286	$ 2,110	$ 2,081	$ 29	$ 4,048	$ 3,069	$ 979
FHD-609	1,314	1,128	186	2,712	1,969	743
Platform, research and discovery, and unallocated expenses:						
Platform and other early stage research external costs	4,599	3,589	1,010	9,057	6,386	2,671
Personnel related (including stock-based compensation)	6,082	4,028	2,054	12,306	8,278	4,028
Facility related and other	4,537	2,802	1,735	9,245	5,429	3,816
Total research and development expenses	$ 18,642	$ 13,628	$ 5,014	$ 37,368	$ 25,131	$ 12,237

Research and development expenses were $18.6 million for the three months ended June 30, 2021, compared to $13.6 million for the three months ended June 30, 2020. The increase is attributed to the following:

- an increase in personnel-related costs of $2.1 million, including a $0.8 million increase in stock-based compensation expense, which due primarily to increased headcount in our research and development function; and

- an increase in facility-related expenses and other of $1.7 million, which was due to the increased costs of supporting a larger research and development organization and their research efforts, including increased rent and maintenance expense related to our new facility lease, and purchases lab supplies, consumables, and equipment.

Research and development expenses were $37.4 million for the six months ended June 30, 2021, compared to $25.1 million for the three months ended June 30, 2020. The increase is attributed to the following:

- an increase in personnel-related costs of $4.0 million, including a $1.5 million increase in stock-based compensation expense due primarily to increased headcount in our research and development function;

- an increase in facility-related expenses and other of $3.8 million was due to the increased costs of supporting a larger research and development organization and their research efforts, including increased rent and maintenance expense related to our new facility lease, and purchases lab supplies, consumables, and equipment;

- an increase in FHD-286 program costs of $1.0 million as the Company initiated two Phase 1 clinical trials in uveal melanoma and AML; and

- an increase in our FHD-609 program costs of $0.7 million as the Company initiated a Phase 1 clinical trial in synovial sarcoma.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for the three and six months ended June 30, 2021 and 2020:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2021	2020	Change	2021	2020	Change
	(in thousands)			(in thousands)		
Personnel related (including stock-based compensation)	$ 2,678	$ 1,149	$ 1,529	$ 5,161	$ 2,472	$ 2,689
Professional and consultant	972	571	401	2,071	1,217	854
Facility related and other	1,248	191	1,057	2,356	443	1,913
Total general and administrative expenses	$ 4,898	$ 1,911	$ 2,987	$ 9,588	$ 4,132	$ 5,456

General and administrative expenses were $4.9 million for the three months ended June 30, 2021, compared to $1.9 million for the three months ended June 30, 2020. The increase is attributed to the following:

- an increase in personnel-related costs of $1.5, including a $0.7 million increase in stock-based compensation expense, was primarily a result of an increase in headcount in our general and administrative function to support our business;
- an increase in facility related and other expense of $1.1 which was primarily due to increased rent, maintenance, and non-capital equipment expense related to our new facility lease; and
- an increase in professional and consulting costs of $0.4, which was due to increased audit, tax, and consulting services associated with being a publicly traded company.

General and administrative expenses were $9.6 million for the six months ended June 30, 2021, compared to $4.1 million for the six months ended June 30, 2020. The increase was primarily a result of the following:

- an increase in personnel-related costs of $2.7 million, including a $1.4 million increase in stock-based compensation expense, was primarily a result of an increase in headcount in our general and administrative function to support our business;
- an increase in facility related and other expense of $1.9 million was primarily due to including increased rent, maintenance, and non-capital equipment expense related to our new facility lease; and
- an increase in professional and consulting costs of $0.9 million, which was due to increased audit, tax, and consulting services associated with being a publicly traded company.

Other Income (Expense)

Interest expense was $0.5 million for the three months ended June 30, 2021, compared to $0.2 million for the three months ended June 30, 2020. The increase was due to the increased outstanding debt balance as of June 30, 2021 compared to June 30, 2020, resulting from the Oxford Loan.

Interest expense was $1.0 million for the six months ended June 30, 2021, compared to $0.5 million for the three months ended June 30, 2020. The increase was due to the increased outstanding debt balance as of June 30, 2021 compared to June 30, 2020, resulting from the Oxford Loan.

Interest income and other income (expense), net was $0.6 million for the three months ended June 30, 2021 and consisted primarily of sublease income of $0.6 million related to the sublease that began in July 2020. Interest income and other income (expense), net of a de minimis amount for the three months ended June 30, 2020 consisted primarily of interest income.

Interest income and other income (expense), net was $1.3 million for the six months ended June 30, 2021 and consisted primarily of sublease income of $1.2 million related to the sublease that began in July 2020. Interest income and other income (expense), net of a de minimis amount for the three months ended June 30, 2020 consisted primarily of interest income.

Liquidity and Capital Resources

Since our inception in October 2015, we have incurred significant operating losses. We expect to incur significant expenses and operating losses for the foreseeable future as we support our continued research activities and development of our programs and platform. Through June 30, 2021, we have funded our operations with proceeds from our IPO in October 2020, sales of preferred stock, term loans and an upfront payment of $15.0 million we received in July 2020 under our Collaboration Agreement. As of June 30, 2021, we had unrestricted cash, cash equivalents and marketable securities of $141.3 million.

On October 27, 2020, we completed our IPO pursuant to which we issued and sold 7,500,000 shares of our common stock at a public offering price of $16.00 per share, resulting in net proceeds of $108.0 million, after deducting underwriting discounts and commissions and other offering expenses.

On November 19, 2020, we issued and sold an additional 951,837 shares of common stock at the IPO price of $16.00 per share pursuant to the underwriters' partial exercise of their option to purchase additional shares of common stock, resulting in additional net proceeds of $14.2 million after deducting underwriting discounts and commissions.

Cash Flows

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

	Six Months Ended June 30,	
	2021	2020
	(in thousands)	
Cash used in operating activities	$ (41,630)	$ (23,357)
Cash provided by (used in) investing activities	73,828	(3,269)
Cash provided by financing activities	173	48,210
Net increase (decrease) in cash, cash equivalents and restricted cash	$ 32,371	$ 21,584

Operating Activities

During the six months ended June 30, 2021, operating activities used $41.6 million of cash, resulting from our net loss of $46.1 million and by changes in our operating assets and liabilities of $3.2 million, partially offset by net non-cash charges of $7.8 million. Net cash used by changes in our operating assets and liabilities for the six months ended June 30, 2021 consisted primarily of a $2.0 million decrease in accounts payable and accrued expenses, a decrease of $0.7 million in lease liabilities and a decrease of $0.6 million in deferred revenue resulting from the recognition of revenue on the upfront payment received in connection with our Collaboration Agreement partially offset by a decrease of $0.1 million in prepaid expenses and other current assets.

During the six months ended June 30, 2020, operating activities used $23.4 million of cash, resulting from our net loss of $29.7 million, partially offset by net non-cash charges of $3.3 million and net cash provided by changes in our operating assets and liabilities of $3.0 million. Net cash provided by changes in our operating assets and liabilities for the six months ended June 30, 2020 consisted primarily of a $3.3 million increase in operating lease liabilities resulting from our landlord incentives and an increase of $0.5 million in accounts payable and accrued expenses and other current liabilities, both partially offset by an increase of $0.8 million in prepaid expenses and other current assets.

Changes in accounts payable, accrued expenses and other current liabilities and prepaid expenses and other current assets in all periods were generally due to growth in our business, the advancement of our research programs and the timing of vendor invoicing and payments.

Investing Activities

During the six months ended June 30, 2021 net cash provided by investing activities was $73.8 million due to$119.4 million of sales of marketable securities partially offset by $42.6 million of purchases of marketable securities and $3.0 million in purchases of property and equipment. Property and equipment purchases for the six months ended June 30, 2021 were primarily related to leasehold improvements for our new facility in Cambridge, Massachusetts.

During the six months ended June 30, 2020, net cash used in investing activities was $3.3 million due to the acquisition of property and equipment during the period. Property and equipment purchases for the six months ended June 30, 2020 were primarily related to leasehold improvements for our new facility in Cambridge, Massachusetts.

Financing Activities

During the six months ended June 30, 2021, net cash provided by financing activities was $0.2 million consisting of net proceeds from the exercise of common stock options.

During the six months ended June 30, 2020, net cash provided by financing activities was $48.2 million consisting of proceeds from the sale of our Series B preferred stock of $47.9 million and net proceeds from the exercise of common stock options of $0.3 million.

Loan and Security Agreement with Oxford

On November 19, 2020, we entered into a new loan and security agreement, or the Oxford Loan, with Oxford Finance LLC, or Oxford, for an aggregate principal amount of $20.0 million (Oxford Term Loan A) and up to an additional $5.0 million (Oxford Term Loan B). Oxford Term Loan A and Oxford Term Loan B (the "Term Loans" bear interest at a floating per annum rate equal to the greater of (i) 8.0% and (ii) the sum of (a) thirty-day U.S. DOLLAR LIBOR rate reported in The Wall Street Journal on the last business day of the month that immediately precedes the month in which the interest will accrue, plus (b) 7.84%. In addition, upon loan maturity or prepayment, we are required to make a final payment fee equal to 5.0% of the aggregate principal amount borrowed. We are required to make monthly interest only payments under the Oxford Loan on the first calendar day of each month beginning on January 1, 2021. Beginning on December 1, 2023, we are required to make consecutive equal monthly payments of principal, together with applicable interest, in arrears, based upon a repayment schedule equal to 24 months, with a final maturity date of November 1, 2025.

Our obligations under the Oxford Loan Agreement will be secured by a security interest in all of our assets, other than our intellectual property. We are also subject to certain affirmative and negative covenants.

Funding Requirements

We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we advance the preclinical activities and initiate clinical trials for our product candidates in development. We believe that the net proceeds from our IPO in October 2020, together with our existing cash, cash equivalents and marketable securities, will enable us to fund our operating expenses, capital expenditure requirements and debt service payments into at least the fourth quarter of 2022. We have based these estimates as to how long we expect we will be able to fund our operations on assumptions that may prove to be inaccurate. We could use our available capital resources sooner than we currently expect, in which case we would be required to obtain additional financing sooner than planned, which may not be available to us on acceptable terms, or at all. Our failure to raise capital as and when needed would have a negative impact on our financial condition and our ability to pursue our business strategy. We will be required to obtain further funding through public or private equity offerings, debt financings, collaborations and licensing arrangements or other sources.

If we are unable to raise sufficient capital as and when needed, we may be required to significantly curtail, delay or discontinue one or more of our research or development programs or the commercialization of any product candidate we may develop, or be unable to expand our operations or otherwise capitalize on our business opportunities. If we raise additional funds through collaborations or licensing arrangements with third parties, we may have to relinquish valuable rights to future revenue streams or product candidates or grant licenses on terms that may not be favorable to us.

See “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020 for additional risks associated with our substantial capital requirements.

Off-balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the Securities and Exchange Commission.

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a smaller reporting company, as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, for this reporting period and are not required to provide the information required under this item.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our Principal Executive Officer (our Chief Executive Officer) and Principal Accounting and Financial Officer (our Chief Financial Officer), has evaluated the effectiveness of our disclosure controls and procedures as of period end. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of June 30, 2021, our Principal Executive Officer and Principal Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended June 30, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in litigation or other legal proceedings. We are not currently a party to any litigation or legal proceedings that, in the opinion of our management, are probable to have a material adverse effect on our business. Regardless of outcome, litigation can have an adverse impact on our business, financial condition, results of operations and prospects because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors.

For a discussion of potential risks or uncertainties, please see "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020. There have been no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020.

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

Use of Proceeds from Initial Public Offering

On October 27, 2020, we closed our initial public offering, or IPO, of our common stock pursuant to which we issued and sold 7,500,000 shares of our common stock at a price to the public of $16.00 per share for aggregate gross proceeds of $120.0 million, before deducting underwriting discounts and commissions and offering expenses payable by us. On November 19, 2020, we sold an additional 951,837 shares of our common stock pursuant to the underwriters' option to purchase additional shares in the IPO at the public offering price for an additional $15.2 million in gross proceeds.

All of the shares issued and sold in the IPO were registered under the Securities Act pursuant to the Registration Statement, which was declared effective by the SEC on October 22, 2020. Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and Cowen and Company, LLC acted as joint book-running managers and Wedbush Securities Inc. acted as lead manager of our IPO.

We received aggregate net proceeds of approximately $122.2 million after deducting underwriting discounts and commissions and other offering expenses payable by us. None of the underwriting discounts and commissions or offering expenses were incurred or paid to directors or officers of ours or their associates or to persons owning 10 percent or more of our common stock or to any of our affiliates.

We have used approximately $56.7 million of the net proceeds from the IPO as of June 30, 2021 to advance FHD-286 and FHD-609 into the clinic, to further invest in our pipeline and platform targeting the chromatin regulatory system and for working capital and other general corporate purposes. There has been no material change in our planned use of the net proceeds from the offering as described in our Registration Statement.

Item 6. Exhibits.

Exhibit Number	Description
10.1*	Consulting Agreement by and Between Ian F. Smith and Foghorn Therapeutics Inc., dated as of June 23, 2021.
10.2	First Amendment to Loan and Security Agreement dated as of June 14, 2021, among Oxford Finance LLC and Foghorn Therapeutics Inc. (Incorporated by reference to Exhibit 10.1 to Current Report on Form 8-K filed on June 15, 2021) (File No. 001-39634).
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.
** Furnished herewith.

SIGNATURES

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

	FOGHORN THERAPEUTICS, INC.	
Date: August 10, 2021	By:	/s/ Allan Reine
		Allan Reine, M.D. Chief Financial Officer (Principal Accounting and Financial Officer)

Exhibit 10.1

Execution Version

CONSULTING AGREEMENT

This Consulting Agreement (the "**Agreement**") is made effective as of the **23rd day of June, 2021** (the **"Effective Date"**), by and between **Foghorn Therapeutics Inc.**, a Delaware corporation with principal offices at 500 Technology Square, Suite 700, Cambridge, MA 02139 ("**Company**"), and **Ian F. Smith**, an individual residing at 45 Commonwealth Ave, Unit 3, Boston, MA 02116 ("**Consultant**"). Company and Consultant may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Whereas, the Company previously engaged the Consultant to provide consulting services under a Consulting Agreement, dated January 1, 2020, the term of which was previously extended by mutual consent of the Company and Consultant until September 1, 2020 and further extended by a Consulting Agreement, dated September 1, 2020 (the "**Second Agreement**"), the term of which was extended by mutual consent until April 27, 2021.

Whereas, on the termination date of the Second Agreement, Consultant was appointed to the Board of Directors of the Company.

Whereas, Company desires to benefit from Consultant's expertise by retaining Consultant as a consultant and Consultant wishes to perform the Services (as defined herein) for Company commencing as of the Effective Date, subject to and in accordance with the terms herein.

Now therefore, based on the consideration described herein, Company and Consultant agree as follows:

1. **Engagement of Services.** Consultant agrees to provide consulting services to Company as described in each **Schedule A** hereto (collectively, the "**Services**") during the Term (as defined herein) of this Agreement. Consultant may not subcontract or otherwise delegate his obligations under this Agreement without Company's prior written consent, whether to his Representatives (as defined herein) or otherwise. Consultant shall comply with all applicable laws, rules and regulations governing such Services, as well as with any applicable policies of Company.

2. **Compensation; Reimbursement of expenses.** As exclusive compensation (the "***Compensation***") for Consultant's performance of the Services, subject to approval by Company's Board of Directors (the "***Board***"), Consultant will be granted a stock option pursuant to Company's 2020 Equity Incentive Plan (the ***"Plan"***) to purchase up to 12,530 shares of Company's common stock, par value $0.0001 (the ***"Stock Options"***), with an exercise price per share equal to the fair market value at the time of grant. Such Stock Options shall vest as follows: one-twelfth of the shares subject to such Stock Options shall vest on the first of each month following the Effective Date starting with August 1, 2021, and the balance of unvested shares subject to such Stock Options shall vest upon the Termination Date (as defined in Section 5.1 below). The Stock Options will be subject to the terms of the Plan and the applicable stock option award agreement (the ***"Stock Agreement"***). A copy of the Plan has been made available to Consultant prior to the date hereof. Consultant will be permitted to exercise the vested portions of Consultant's outstanding Stock Options subject to and in accordance with the terms of the Plan and the Stock Agreement; provided, however, that no Stock Option shall be exercisable later than the original expiration of the term of such Stock Option and the Stock Options shall remain subject to earlier termination in accordance with the terms of the Plan and the Stock Agreement. Company will also reimburse Consultant for reasonable out-of-pocket expenses incurred by Consultant in providing Services at Company's request from time to time, upon submission of receipts pertaining to such expenses to Company.

3. Independent Contractor Relationship. Consultant's relationship with Company will be that of an independent contractor and no relationship of employer and employee, partners, joint venturers, or agent and principal shall be created by this Agreement. Consultant shall not be authorized pursuant to this Agreement to make any representation or enter into any contract or commitment on behalf of Company, unless expressly authorized to do so in writing by Company. As an independent contractor, Consultant is not eligible for any Company benefits provided to its employees, including without limitation disability coverage, health and dental coverage, minimum wage, insurance coverage, unemployment insurance benefits, vacation pay, sick leave, or any other employee benefit of any kind. Consultant accepts exclusive responsibility and liability for complying with all applicable federal, state, and local laws and regulations (including without limitation tax laws and regulations) governing self-employed individuals and for making payments (including without limitation tax payments) corresponding thereto.

4. Proprietary Information; Third Party Information; Work Product; Conflicts.

a. Proprietary Information. Consultant agrees that he will take all steps reasonably necessary to hold Proprietary Information (as defined below) in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining Company's express written consent. Consultant will limit access to the Proprietary Information to only Consultant's Representatives (as defined below) who have a need to know such Proprietary Information to support Consultant's performance hereunder and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. Consultant shall be legally and financially responsible for all losses, damages, and claims suffered by Company caused by or arising from Consultant's or Consultant's Representative's unauthorized use or disclosure of Proprietary Information. For purposes of this Agreement, "**Proprietary Information**" means all information provided to or received by Consultant in connection with the performance of the Services as a result of your service as a consultant to Company regarding Company and/or its Affiliates, and includes without limitation: (a) ideas, gene sequences, cell lines, samples, media, chemical compounds, formulations, assays, biological materials, charts, diagrams, sketches, drawings, works of authorship, research results, reports, models, processes, methods, apparatuses, equipment, algorithms, software programs, and formulae, other works of authorship, know-how, improvements, inventions, discoveries, creations, concepts, developments, designs and techniques; (b) information regarding plans for research, experimental work, development, design details and specifications, engineering, new products, marketing and selling, business plans and forecasts, budgets and nonpublic financial statements, licenses, prices and costs, suppliers, customers, investors, partners and customers; and (c) information regarding the skills and compensation of employees of Company and/or its Affiliates. In addition, and notwithstanding any other provision of this Agreement to the contrary, Work Product (defined below) shall constitute Proprietary Information. "**Affiliate**" means, with respect to either Party, any business entity Controlling, Controlled by, or under common Control with such Party; provided that for purposes of the definition of "Affiliate", "**Control**" means the possession, directly or indirectly, of the power to direct the management or policies of the business entity, whether through the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of a business entity, or by contract or otherwise. "**Representatives**" means, with respect to a Party, such Party's Affiliates, and its and their respective officers, directors, employees, advisors, investors and legal counsel.

b. Publicity. Consultant will not originate any publicity, news release or other public announcement, written or oral, relating to this Agreement without Company's prior written consent; provided, however, that Consultant may disclose his status as a consultant for Company for the purpose of complying with conflict-of-interest disclosure requirements of any professional organization, governmental, for-profit or not-for-profit funding entity, or professional journal.

c. Third Party Information. Consultant understands that Company has received and will in the future receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. Consultant agrees to hold Third Party Information in confidence and not to disclose to third parties or to use, except in connection with Consultant's work for Company, Third Party Information unless expressly authorized in writing by an officer of Company.

d. Work Product. As used in this Agreement, the term "**Work Product**" means any written reports, summaries, presentations, or other deliverables, whether in paper or electronic form, created, developed, prepared or made in the performance of Services by Consultant and/or its Representatives for Company hereunder, and any and all Inventions (as defined below). Consultant hereby agrees that any Work Product that has been created by Consultant during and in the performance of Services shall, to the maximum extent permitted under applicable law (including but not limited to 17 United States Code Section 101), be a "work made for hire." Consultant agrees that Work Product shall be the sole and exclusive property of Company and to the extent that any such Work Product is not a "work made for hire" under applicable law, then Consultant irrevocably assigns to Company all right, title, and interest worldwide in and to Work Product and all applicable intellectual property rights therein. Consultant agrees to cooperate with Company or its designee(s), during and after the Term of this Agreement, in the procurement and maintenance of Company's rights in Work Product, and to execute, when requested, any other documents deemed necessary by Company to (i) carry out the purpose of this Agreement and (ii) enable Company to protect its interest in any Invention or Work Product and any and all intellectual property rights therein (including, upon the request of Company, by signing all lawful papers and otherwise performing all acts necessary or appropriate to enable Company and its successors and assigns to obtain and enforce all available legal protections for such Inventions or Work Product). For purposes of this Agreement, "**Inventions**" means any patentable or non-patentable inventions, improvements and discoveries which are made, conceived and/or reduced to practice by or on behalf of Consultant and/or its Representatives, or by or on behalf of Consultant and/or its Representatives together with Company and/or any third party(ies) in connection with the performance of the Services.

e. No Conflict of Interest. Consultant agrees not to perform or accept work, or enter into a contract or accept an obligation, inconsistent or incompatible with Consultant's obligations under this Agreement or the scope of the Services rendered for Company. Consultant further agrees not to disclose to Company, or bring onto Company's premises, or induce Company to use any confidential information that belongs to anyone other than Company or Consultant.

5. Term; Termination; Return of Company Property.

a. Term; Termination of Agreement. This Agreement shall govern all Services that Consultant provides to Company during the period commencing on the **Effective Date** and ending one (1) year after the Effective Date (the "**Termination Date**"), hereinafter such period referred to as the "**Term**." Such Term may be extended by written amendment or other agreement signed by the Parties.

b. Return of Company Property. Except as otherwise directed by Company in writing, upon expiration or termination of this Agreement, Consultant will return to Company all tangible Company property provided or loaned to Consultant hereunder. Further upon expiration or termination of the Agreement, or earlier as requested by Company, Consultant will deliver to Company any and all records, reports, notes, memoranda, and documents, together with all copies thereof, and all other materials, containing or disclosing any Work Product, Third Party Information, or Proprietary Information.

c. Survival. The following provisions shall survive termination of this Agreement: Sections 3, 4, 5, and 6.

6. General Provisions.

a. Representations and Warranties. Consultant represents and warrants that Consultant has the full right, power and authority to enter into this Agreement and perform the Services and its other obligations hereunder, is not a party to any existing agreement or subject to any policy which would prevent Consultant from entering into this Agreement, and that his performance of the Services will not result in breach of or default under any other agreement or policy to which Consultant is a party or by which it is bound. Consultant further represents and warrants that it will not, during the term of this Agreement, accept any work or enter into any agreement or obligation inconsistent or incompatible with Consultant’s obligations under this Agreement.

b. Indemnification.

(i) Consultant shall indemnify, defend and hold harmless Company, its Affiliates and its and their respective officers, directors, employees and agents (individually, a “**Company Indemnitee**” or collectively, the “**Company Indemnitees**”) from and against any and all claims, charges, demands, suits, causes or rights of action, liabilities, losses, damages, costs, fees and/or expenses, of any nature whatsoever, including reasonable attorneys' fees, court costs and out-of-pocket expenses, (“**Claims**”) suffered or incurred by Company Indemnitees to the extent that such Claims are caused by or arise from the negligence or willful misconduct of, or breach of this Agreement by, Consultant in connection with the Services.

(ii) Company shall indemnify, defend and hold harmless Consultant from and against any and all Claims suffered or incurred by Consultant arising from the rendering of the Services by Consultant for Company hereunder, except to the extent that such Claims are caused by or arise from the negligence or willful misconduct of, or breach of this Agreement by, Consultant in connection with the Services.

c. Governing Law, Jurisdiction. This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Commonwealth of Massachusetts, without application of the conflicts of law provisions thereof.

d. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Assignment, Binding Effect. This Agreement may not be assigned by Consultant without Company’s consent, and any such attempted assignment shall be void and of no effect. Consultant hereby recognizes being personally bound by the obligations contained herein and agrees that the terms and provisions of this Agreement shall be binding upon his heirs, executors, administrators and representatives.

f. Notices. All notices, requests, and other communications under this Agreement must be in writing and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or sent by internationally-recognized courier service, or sent by electronic mail, to the Party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given three (3) business days after it was mailed. If delivered by internationally-recognized courier service, any such notice will be considered to have been given when received by the Party to whom notice is given. If sent by electronic mail, such notice will be considered to have been given upon receipt by the sending Party of receiving Party’s written confirmation of receipt of such notice. The mailing address for notice to either

Party will be the address shown on the signature page of this Agreement. Either Party may change its mailing address by notice as provided by this section.

g. Injunctive Relief. A breach by Consultant of any of Consultant's promises or agreements contained in this Agreement may result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company is therefore entitled to seek injunctive relief, with any requirement for the securing or posting of any bond in connection with seeking such relief hereby being waived, as well as such other and further relief as may be appropriate.

h. Waiver. No waiver by Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement shall be construed as a waiver of any other right.

i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similarly executed electronic copy of this Agreement, and such facsimile or similarly executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

j. Amendment. This Agreement may be amended or modified only by a written instrument executed by both Company and Consultant.

k. Entire Agreement. This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior discussions between the Parties regarding the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Party to be charged. The terms of this Agreement will govern all Services undertaken by Consultant for Company pursuant hereto (but do not affect any rights Consultant may have in any other capacity with Company, including service as a member of Company's Board of Directors).

[*Signature Page Follows*]

In Witness Whereof, the Parties have caused this Consulting Agreement to be executed as of the Effective Date set forth above.

Foghorn Therapeutics Inc.

By:/s/ Adrian H.B. Gottschalk
Name: Adrian H.B. Gottschalk
Title: President and Chief Executive Officer

Ian F. Smith (Consultant)

By: /s/ Ian F. Smith
Name: Ian F. Smith, an Individual

Tax Identification No.

<u>SCHEDULE A</u>

SERVICES

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Adrian Gottschalk, certify that:

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

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

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

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

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

   (b) (Paragraph omitted pursuant to SEC Release Nos. 33-8238/34-47986 and 33-8392/34-49313);

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

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

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

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

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

Date: August 10, 2021

/s/ Adrian Gottschalk

Adrian Gottschalk
President, Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Allan Reine, certify that:

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

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

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

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

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

   (b) (Paragraph omitted pursuant to SEC Release Nos. 33-8238/34-47986 and 33-8392/34-49313);

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

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

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

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

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

Date: August 10, 2021

/s/ Allan Reine

Allan Reine, M.D.
Chief Financial Officer
(Principal Accounting and Financial Officer)

Exhibit 32.1

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

In connection with the Quarterly Report of Foghorn Therapeutics, Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2020 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: August 10, 2021

/s/ Adrian Gottschalk

Adrian Gottschalk
President, Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

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

In connection with the Quarterly Report of Foghorn Therapeutics, Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2020 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: August 10, 2021

/s/ Allan Reine

Allan Reine, M.D.
Chief Financial Officer
(Principal Accounting and Financial Officer)