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

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**SCHEDULE TO**

**Tender Offer Statement Under Section 14(d)(1) or 13(e)(1) of  
the Securities Exchange Act of 1934  
(Amendment No. 2)**

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**DECIPHERA PHARMACEUTICALS, INC.**  
(Name of Subject Company)

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**TOPAZ MERGER SUB, INC.**  
a wholly owned subsidiary of

**ONO PHARMACEUTICAL CO., LTD.**  
(Names of Filing Persons – Offeror)

**Common Stock, Par Value \$0.01 Per Share**  
(Title of Class of Securities)

**24344T101**  
(CUSIP Number of Class of Securities)

**Gyo Sagara**  
**Ono Pharmaceutical Co., Ltd.**  
**8-2, Kyutaromachi 1-chome, Chuo-ku, Osaka 541-8564, Japan**  
**Telephone: +81-6-6263-5670**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

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*Copies to:*

**Jason T. Simon**  
**Tricia Branker**  
**Greenberg Traurig, LLP**  
**1750 Tysons Boulevard, Suite 1000**  
**McLean, VA 22102**  
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Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer.

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
  - Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)
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This Amendment No. 2 (this “**Amendment**”) amends and supplements the Tender Offer Statement on Schedule TO filed with the U.S. Securities and Exchange Commission (the “**SEC**”) on May 13, 2024 (together with any subsequent amendments and supplements thereto, the “**Schedule TO**”) by Topaz Merger Sub, Inc., a Delaware corporation (“**Purchaser**”) and a wholly owned subsidiary of Ono Pharmaceutical Co., Ltd., a Japanese company (*kabushiki kaisha*) (“**Parent**”) and Parent. The Schedule TO relates to the offer by Purchaser to purchase all of the outstanding shares of common stock, par value \$0.01 per share (the “**Shares**”), of Deciphera Pharmaceuticals, Inc., a Delaware corporation (the “**Company**”), at a price per share of \$25.60, net to the seller in cash, without interest and subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions described in the Offer to Purchase dated May 13, 2024 (as it may be amended from time to time, the “**Offer to Purchase**”), and in the related Letter of Transmittal (as it may be amended from time to time, the “**Letter of Transmittal**”) and which, together with the Offer to Purchase, constitutes the “**Offer**”), copies of which are attached to and filed with the Schedule TO as Exhibits (a)(1)(i) and (a)(1)(ii), respectively.

Except as otherwise set forth in this Amendment, the information set forth in the Schedule TO remains unchanged and is incorporated herein by reference to the extent relevant to the items in this Amendment. Capitalized terms used but not defined herein have the meanings ascribed to them in the Schedule TO.

#### **ITEMS 1 THROUGH 9; AND ITEM 11.**

The disclosure in the Offer to Purchase and Items 1 through 9 and Item 11 of the Schedule TO, to the extent such items incorporate by reference the information contained in the Offer to Purchase, is hereby amended and supplemented as follows:

1. The information set forth in Section 17—“Certain Conditions to the Offer” of the Offer to Purchase, is hereby amended and supplemented by replacing the last paragraph of that section as follows:

“The foregoing conditions are for the sole benefit of Parent and Purchaser and (except for the Minimum Condition and the Termination Condition) may be waived to the extent permitted by law by Parent and Purchaser, in whole or in part at any time and from time to time, in the sole discretion of Parent and Purchaser. The Minimum Condition may be waived by Parent and Purchaser only with the prior written consent of the Company, which may be granted or withheld in the Company’s sole discretion. The failure by Parent or Purchaser at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right which may be asserted at any time and from time to time prior to the expiration of the Offer (except for conditions relating to government regulatory approvals). Notwithstanding the foregoing, upon discovery of an Offer Condition that gives rise to a right to terminate the Offer by Parent or Purchaser, Parent and Purchaser will undertake to promptly notify the Company’s stockholders of a decision to either terminate the Offer, or to waive the condition and proceed with the Offer. All Offer Conditions must be satisfied or waived as of the Expiration Date. If we waive a material Offer Condition, we will disseminate additional tender offer materials and extend the Offer, in each case, if and to the extent required by Rules 14d-4(d)(1), 14d-6(c) and 14e-1 under the Exchange Act.”

2. The section reference under the subsection titled “Offer Conditions” set forth in Section 11—“The Merger Agreement; Other Agreements” of the Offer to Purchase is hereby amended as follows:

“The Offer Conditions are described in Section 17—“Certain Conditions to the Offer.””

3. The information set forth in the second paragraph of Section 11—“The Merger Agreement; Other Agreements” of the Offer to Purchase is hereby amended and supplemented by deleting the existing last sentence of such paragraph and deleting the existing second to last sentence of such paragraph and replacing it with the following:

“Accordingly, investors and stockholders should not rely on such representations, warranties and covenants as characterizations of the actual state of facts or circumstances described therein without consideration of the entirety of the factual disclosures about the Company, Parent or Purchaser made in this Offer to Purchase, the Schedule 14D-9 or other reports filed with the SEC.”

4. The information set forth in the Summary Term Sheet—“Will you have the financial resources to make payment” of the Offer to Purchase is hereby amended by deleting the existing paragraph and replacing it with the following:

“Yes, we will have sufficient resources available to us. We estimate that we will need approximately \$2.4 billion to purchase all of the Shares pursuant to the Offer, to consummate the Merger (which estimate includes, among other things, payment in respect of outstanding equity awards as described herein), and to pay related transaction fees and expenses at the Merger Closing. Parent will provide us with sufficient funds to purchase all Shares validly tendered (and not validly withdrawn) in the Offer. Parent expects to fund the Offer and the Merger from available cash on hand together with the proceeds of one or more debt financings which Parent has received commitments for. Neither the Offer nor the Merger is conditioned upon Parent’s or Purchaser’s ability to finance or fund the purchase of the Shares pursuant to the Offer or to consummate the Merger.

In any event, Parent has sufficient cash on hand and available cash and cash equivalents to provide Purchaser with the funds necessary to complete the Offer and the Merger and to pay related transaction fees and expenses at the Merger Closing without financing.

See Section 9—“Source and Amount of Funds.””

5. The information set forth in Section 9—“Source and Amount of Funds” of the Offer to Purchase is hereby amended by deleting the second full paragraph and replacing it with the following:

“Parent and Purchaser estimate that the total funds required to complete the Offer and the Merger and to pay related transaction fees and expenses will be approximately \$2.4 billion. Parent will provide Purchaser with the funds necessary to complete the Offer and the Merger and to pay related transaction fees and expenses at the Merger Closing. Parent expects to fund the Offer and the Merger from available cash on hand together with the proceeds of one or more debt financings. Parent currently expects that the debt financing will be provided pursuant to the Sumitomo Loan and the MUFG Loan, each as defined and described below. In addition, Parent is party to a debt commitment letter, dated as of April 29, 2024 (the “Debt Commitment Letter”), with Bank of America, National Association (“Bank of America”), pursuant to which Bank of America committed to provide, subject solely to the conditions precedent that are expressly set forth in the “Initial Conditions Precedent” section of the term sheet exhibit to the Debt Commitment Letter (the “Specified Conditions”), to Purchaser debt financing to partially finance the transactions contemplated by the Merger Agreement and pay related fees and expenses. The terms of the Debt Commitment Letter are summarized below; however, Parent expects to obtain the debt financing pursuant to the Sumitomo Loan and MUFG Loan instead of the Debt Commitment Letter, as Parent believes the terms of such loans to be more favorable than the loan contemplated by the Debt Commitment Letter.

In any event, Parent has sufficient cash on hand and available cash and cash equivalents to provide Purchaser with the funds necessary to complete the Offer and the Merger and to pay related transaction fees and expenses at the Merger Closing without financing.

Pursuant to the terms of the Merger Agreement, each of Parent and Purchaser agreed to use its reasonable best efforts to arrange the debt financing on the terms and conditions described in the Debt Commitment Letter. The existence of the potential alternative financing under the Sumitomo Loan and MUFG Loan does not limit or otherwise change these obligations of Parent and Purchaser under the Merger Agreement. If Parent, Merger Sub or any of their respective Affiliates receives any notice or communication, whether oral or written, from any party that has committed to provide or arrange any debt financing contemplated by the Merger Agreement (a “Debt Financing Source”) or other person party to the Debt Commitment Letter, that one or more Debt Financing Sources or other persons party to the Debt Commitment Letter plans to, intends to or will make any portion of the Debt Financing unavailable, or if any portion of the debt financing becomes unavailable on the terms and conditions (including any flex provisions applicable thereto) contemplated in the Debt Commitment Letter, Parent and Purchaser must (and must cause their affiliates to) use their reasonable best efforts to arrange to obtain alternative financing from alternative sources in an amount that, when taken together with other available cash on hand, would be sufficient to make the required payments or such unavailable portion thereof on terms and conditions that are not less favorable to Parent and Purchaser than as contemplated by the Debt Commitment Letter (including, to the extent required by the related “market flex” provisions).

## Sumitomo Loan

Pursuant to the Special Overdraft Agreement, dated as of April 10, 2024 (the “Sumitomo Special Overdraft Agreement”), by and between Parent and Sumitomo Mitsui Banking Corporation (“Sumitomo”) and the Loan Application Form, dated as of May 17, 2024 (the “Loan Application” and, collectively with the Sumitomo Special Overdraft Agreement, the “Sumitomo Loan Documents”), by and between Parent and Sumitomo, Sumitomo has committed to provide up to JPY 300,000,000,000, or approximately US\$1.9 billion to Parent, subject to the terms and conditions set forth in the Sumitomo Loan Documents. Parent expects to receive JPY 75,000,000,000, or approximately US\$477.6 million, on May 31, 2024 (the “Sumitomo Loan”), to partially finance the transactions contemplated by the Merger Agreement and pay related fees and expenses.

*Interest Rates.* The Sumitomo Loan will bear an annual interest rate reasonably determined by Sumitomo as the offered rate for interbank yen money lending transactions in the Tokyo interbank market for the period corresponding to the term of each such loan on the date two (2) business days prior to the desired execution date of each loan plus the Spread. Under the Sumitomo Loan Documents, the “Spread” equals 0.125% per annum.

*Due Date.* The commitment of the Sumitomo Loan of JPY 300,000,000,000 will expire on October 24, 2024. The maturity date of each loan funded under this commitment will be any business day specified by Parent in the application form up to the 12-month anniversary of the funding date. The loan of JPY 75,000,000,000 under this commitment will be rolled over until September 30, 2024.

*Prepayments.* Parent may repay all or part of the principal of the Sumitomo Loan prior to the due date only with the prior consent of Sumitomo.

*Conditions Precedent.* The availability of the Sumitomo Loan is subject to, among other things:

- that the representations and warranties of Parent set forth in the Sumitomo Special Overdraft Agreement are true and accurate.
- Parent has not violated any of the terms and conditions of the Sumitomo Special Overdraft Agreement, and there is no risk of such violation occurring on or after the date of the requested execution.
- Approval by Parent’s board of directors of the Transactions.

*Representations and Warranties.* The Sumitomo Loan Documents contain customary representations and warranties, including related to organization, authority and no conflict.

*Governing Law.* The Sumitomo Loan Documents shall be governed by the laws of Japan.

The foregoing summary of certain provisions of the Sumitomo Loan Documents does not purport to be complete and is qualified in its entirety by reference to the full text of the Sumitomo Loan Documents, a copy of which has been filed as Exhibit (b)(1) to the Schedule TO and which is incorporated herein by reference.

## MUFG Loan

Parent expects to execute an Overdraft (Dedicated Account) Agreement (the “MUFG Overdraft Agreement”) and a Special Covenant Form (the “MUFG Special Covenant”, and, collectively with the MUFG Overdraft Agreement, the “MUFG Loan Documents”) with MUFG Bank, Ltd. (“MUFG”) to partially finance the transactions contemplated by the Merger Agreement and pay related fees and expenses. Under the MUFG Loan Documents, MUFG will commit to provide up to JPY 75,000,000,000, or approximately US\$477.6 million, to Parent (the “MUFG Loan”).

*Interest Rates and Interest Period.* The MUFG Loan will bear base interest at the rate published by the JBA TIBOR (the Tokyo Interbank Offered Rate) management organization. The MUFG Loan's applicable interest rate is the base interest rate plus 0.200% per annum as of two banking business days prior to the drawdown date or the interest rate review date, and will be calculated on a pro-rata basis over 360 days per year. The interest period will be one month, and the applicable interest rate will be reviewed each month. Interest rates on overdrafts will be calculated in a manner prescribed by MUFG.

*Prepayments.* Parent will not be permitted to make any unscheduled deposit or prepayment of the MUFG Loan. However, if, due to unavoidable circumstances, Parent agrees to make an unsettled installment or prepayment, Parent will be required to pay, in addition to interest up to the date of prepayment, a liquidation fee immediately upon request by MUFG.

The foregoing summary of certain provisions of the MUFG Loan Documents does not purport to be complete and is qualified in its entirety by reference to the full text of the MUFG Loan Documents, a copy of which has been filed as Exhibit (b)(2) to the Schedule TO and which is incorporated herein by reference.

**ITEM 12.**

Item 12 is hereby amended and supplemented by adding the following exhibits:

<b>Exhibit No.</b>	<b>Description</b>
(b)(1)	<a href="#">Sumitomo Special Overdraft Agreement</a>
(b)(2)	<a href="#">MUFG Overdraft (Dedicated Account) Agreement</a>
107*	<a href="#">Filing Fee Table</a>

\* Previously filed.

**SIGNATURES**

After due inquiry and to the best knowledge and belief of the undersigned, each of the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: May 28, 2024

Topaz Merger Sub, Inc.

By: /s/ Masayuki Tanigawa

Name: Masayuki Tanigawa

Title: President

Ono Pharmaceutical Co., Ltd.

By: /s/ Toichi Takino

Name: Toichi Takino, Ph.D.

Title: Representative Director, President and Chief Operating Officer

## Special Overdraft Agreement

Ono Pharmaceutical Co., Ltd. (hereinafter referred to as the “Borrower”) and Sumitomo Mitsui Banking Corporation (hereinafter referred to as the “Lender”) (hereinafter referred to as the “Lender”) have agreed to the following terms and conditions, in addition to the terms and conditions of the “Bank Transaction Agreement” separately agreed upon between the Borrower and the Lender, and have entered into a Special Overdraft Agreement (hereinafter referred to as the “Agreement”) as of April 10, 2024.

## Article 1 (Definition of Terms)

Each of the following terms shall have the meaning set forth below in this Agreement:

1	Business Days	A day other than a day that is considered a bank holiday in Japan.
2	Each Loan	A loan made (or to be made) pursuant to a single loan application submitted by a Borrower in accordance with Article 3. The money lent (or to be lent) under each Loan shall be referred to as the “Loan Amount”.
3	Loan Application Form	An application form in the form of Annex submitted by the Borrower to the Lender or sent by facsimile transmission.
4	Loan Limit	The line of credit permitted by the Lender to the Borrower under this Agreement.
5	Desired Execution Date	A business day within the contract limit period that the Borrower indicates on the Loan Application Form as the day on which it wishes to execute Each Loan.
6	Execution Date	The date on which Each Loan is executed.
7	Due Date	With respect to the principal of and interest on each loan, the maturity date, and with respect to any other money, the date specified as the date on which payment is to be made in accordance with this Agreement.
8	Subject Company	The company issuing the shares of stock that the Borrower acquires (or plans to acquire) directly or indirectly through Each Loan. The act of acquiring such shares is referred to as the “Acquisition”.
9	Laws and Regulations, etc.	Treaties, laws, ordinances, cabinet orders, ministerial ordinances, regulations, notices, judgments, decisions, arbitral awards, notices, administrative guidelines, administrative guidance, and policies of the relevant authorities applicable to this Agreement, transactions under this Agreement, or the parties hereto.
10	Unused Maximum Amount	The Loan Limit less the sum of the unpaid principal amount of Each Loan at each point in time under the Agreement.

Article 2-1 (Main conditions for loans)

( 1 ) Loan Limit

Loan Limit Start Date	April 24, 2024
Loan Limit Period	From Loan Limit Start Date (including the same date) to the Loan Limit Expire Date (including the same date)
Loan Limit Expire Date	October 24, 2024
Loan Limit	300 billion yen

(2) Each Loan

The Borrower may apply for Each Loan in accordance with the terms and conditions of this Agreement and in accordance with the following terms and conditions.

Time Limit for Loan Application	5:00 p.m. 10 business days prior to the Desired Execution Date
Borrowing Application Unit	1 billion yen or more in 10 million yen increments
Borrowing Currency	Yen
Principal Repayment Method	Lump-sum payment of the principal of Each Loan on the maturity date of each Each Loan
Prepayment	As separately set forth in the Agreement.
Base Rate of Interest	The annual interest rate reasonably determined by the lender as the offered rate for interbank yen money lending transactions in the Tokyo interbank market for the period corresponding to the term of each such loan on the date two business days prior to the Desired Execution Date of Each Loan.
How Funds Are Used	Costs related to the Acquisition (including funds to acquire shares of the Subject Company, funds to repay existing financial obligations required in connection with the Acquisition, and other costs incurred in connection with the Acquisition).
Spread	0.125 % per annum
Interest Rate Applicable to The Customer	Base interest rate plus spread



Due Date	The date indicated on the loan application as the final principal repayment date for Each Loan, which shall be any business day up to and including the anniversary of the date 12 months after the Desired Execution Date. (If the Desired Execution Date is the last business day of the month, the borrower shall select either such anniversary date or the last business day of the last month of such period, and if the anniversary date of the Desired Execution Date does not exist in the last month of such period, the last business day of such month.)
Interest Payment Method	For Each Loan, interest calculated on the actual number of days from the execution date to the maturity date (not including the same date), calculated as 365 days per year, is paid in a lump sum on the maturity date of Each Loan.
Holiday Processing	If the due date falls on a non-business day, the next business day shall be the due date, but if such next business day falls in the next calendar month, the immediately preceding business day shall be the due date.

(3 ) Others

Settlement Account	The following accounts held by the borrower with the lender		
	Name of a Store	Osaka Head Office Sales Department	Seal For Settlement Account
	Deposits	Current Account	
	Account Number	215037	



Article 2-2 (Condition Precedent for Loan)

Lenders will provide loans when the following conditions are met, and when the lender deems the loan appropriate after conducting the prescribed screening.

- (i) the amount of Each Loan does not exceed the unused maximum amount; and
- (ii) The contractual maximum period has not expired.
- (iii) All of the matters described in each item of Article 7 are true and accurate.
- (iv) None of the events listed in each item of Article 5, Paragraph (1) or (2) of the Bank Transaction Agreement has occurred and is not likely to occur on or after the date of the proposed transaction.
- (v) The borrower has not violated any of the terms and conditions of this Agreement, and there is no risk of such violation occurring on or after the date of the requested execution.
- (vi) A board of directors' resolution (or an equivalent resolution) has been passed by the subject company to approve the Acquisition, and the lender can reasonably confirm the details of such approval.

Article 3 (Provisions Concerning Execution of Each Loan)

- (1) If the Borrower wishes to execute Each Loan, the Borrower shall apply for Each Loan by submitting to the Lender or transmitting by facsimile transmission a Loan Application Form prepared by the Borrower under the signature or seal previously provided by the Borrower to the Lender by the Loan Application Time Limit set forth in this Agreement.
- (2) The Lender shall execute Each Loan by paying each loan amount into the settlement account on the desired execution date only when the loan becomes available in accordance with the preceding Article on the desired execution date.

#### Article 4 (Prepayment)

- (1) The Borrower may repay all or part of the principal of Each Loan prior to the Due Date of Each Loan ("Prepayment") only with the prior consent of the lender.
- (2) If the Borrower prepays Each Loan in accordance with the preceding paragraph, the Borrower shall pay interest on the amount of each such Loan to be prepaid ("Prepayment Amount") in a lump sum on the Prepayment Date on the amount of such Loan to be prepaid from the execution date (including the same date) of each such Loan to the date of prepayment ("Prepayment Date", not including the same date) (hereinafter referred to as "Accrued Interest". The method of calculation of such accrued interest shall be in accordance with the method of calculation set forth herein for ordinary interest.), in addition to such Prepayment Amount.
- (3) If the Borrower prepays Each Loan in accordance with the provisions of the preceding two paragraphs, and the interest rate determined by the lender ("Re-invested Rate") as the interest rate at which money equivalent to the Prepayment Amount is re-invested in the Tokyo Interbank Market, etc. during the period from the Prepayment Date to the Due Date (including the same date) ("Remain Period") of Each Loan is lower than the applicable interest rate, the Borrower shall pay the amount calculated by multiplying the difference between the Lender's Re-invested Rate and the applicable interest rate and the actual number of days of the Remain Period (one end due to a late drop) by the Prepayment Amount, in addition to the Prepayment Amount and Accrued Interest, in a lump sum on the Prepayment Date, as a liquidation payment. The liquidation proceeds shall be calculated on a pro-rata basis, with the year being 365 days, and division shall be made at the end of the year and rounded down to the nearest one yen.

#### Article 5 (Payment by Borrower)

- (1) Payment of the obligations hereunder by the Borrower may be debited by the Lender from the settlement account on each payment date specified herein. In this case, regardless of the provisions regarding the settlement account, the Borrower shall not be required to draw a check or submit a savings account passbook and a request for refund of savings account.
- (2) If the Borrower fails to fulfill its payment obligations on each payment due date, the Lender may later debit the unpaid amount and late charges from the settlement account in accordance with the preceding paragraph.
- (3) When making payments pursuant to the provisions of the preceding two paragraphs, if the balance of the deposit in the settlement account is less than the amount equivalent to the repayment amount and interest to be paid, the Borrower shall not object even if the repayment and payment are deemed not to be made for the entire amount.

#### Article 6 (Obligations of Borrower)

The Borrower shall, from and after the date of execution of this Agreement, affirmatively undertake to perform at its own expense the matters set forth in the following items. The provisions of this Article shall remain in effect until all obligations owed by the Borrower to the Lender with respect to this Agreement have been performed, whether or not the Loan Limit Period has ended.

- (i) When the Borrower submits securities reports, amendment reports, semi-annual reports, quarterly reports, and extraordinary reports, etc. (hereinafter referred to as "Reports, etc.") to the head of the competent financial bureau, a copy of such Reports, etc. shall be submitted to the lender without delay. In the event that the Report, etc. is disclosed electronically through an electronic disclosure system for securities reports and other disclosure documents under the Financial Instruments and Exchange Law (EDINET), the above submission shall be deemed to have been made at the time of such disclosure without requiring any notice or any other action to the Lender. However, if the Lender requires a copy of the Report, etc., a copy of the Report, etc. shall be submitted.
- (ii) Immediately notify the Lender in writing of the occurrence of any of the events listed in each item of Article 5.1 or 5.2 of the Bank Transaction Agreement, or of the possibility of the occurrence of any such event.
- (iii) If requested by Lender for reasonable cause, immediately notify Lender in writing of the property, management or business conditions of Borrower and its subsidiaries and affiliates (all as defined in the Regulations Concerning Terms, Forms and Preparation Methods of Financial Statements, etc., and the same shall apply hereinafter), and provide Lender with the convenience necessary to investigate such matters.
- (iv) If the Borrower submits a Loan Application Form and the Lender requests it for reasonable cause, to provide the Lender with the benefits necessary for the Lender to conduct an investigation in connection with the Acquisition.
- (v) If any material change occurs or is likely to occur in the property, management, or business conditions of the Borrower or its subsidiaries or affiliates, immediately notify the Lender thereof in writing.
- (vi) If a situation arises or is likely to arise in which each of the items listed in Article 7 is not true, immediately notify the Lender in writing to that effect.

#### Article 7 (Representations and Warranties by Borrower)

(i) The Borrower shall confirm for the Lender that the following items are true and correct as of the date of execution of this Agreement and as of the date of Each Loan (however, with respect to item (iv), as of the time when the reports, etc. prepared after the date of execution of this Agreement are submitted to the Lender), and if at a later date such confirmation is found to be untrue or inaccurate, the Borrower shall immediately notify the Lender thereof in writing and shall bear all losses, expenses and other damages incurred by the Lender. The provisions of this Article shall remain in full force and effect until all obligations of the Borrower to the Lender with respect to this Agreement have been performed, whether or not this Agreement has been terminated.

- (i) the execution and performance of this Agreement by the Borrower shall not (i) result in a breach of any contractual obligation other than this Agreement incurred by the Borrower or (ii) result in a breach of any law or regulation binding on the Borrower or its property; and
- (ii) The Borrower has the full legal capacity to assume all obligations under this Agreement and the full legal capacity necessary to comply with and perform the provisions set forth in this Agreement, and that this Agreement is valid and binding on the Borrower.
- (iii) The Borrower is a legal entity legally established and validly existing under the laws of Japan, and has duly completed all internal approval procedures necessary for the execution of this Agreement and the observance and performance of all obligations under this Agreement.
- (iv) The Report, etc. is complete and accurate in light of accounting standards generally accepted in Japan.

- (v) No lawsuit, dispute, administrative action, etc. that would materially affect the performance by the Borrower of its obligations under this contract has occurred or is likely to occur.
- (vi) None of the events listed in each item of Article 5, Paragraph (1) or (2) of the Bank Transaction Agreement has occurred or is likely to occur.

#### Article 8 (Termination of Loan Limit Period)

- (1) In the event of any of the following, the Loan Limit Period will naturally end.
  - (1) When the Loan Limit Period expires.
  - (ii) When the Borrower loses the benefit of time with respect to the obligations under this contract.
- (2) The Borrower may terminate the Loan Limit Period at any time during the Loan Limit Period by giving written notice to the Lender of its intention to terminate the Agreement. In such case, the borrower shall specify in such notice the date five (5) business days after the date of notice as the date on which the Loan Limit Period shall terminate, and the Loan Limit Period shall terminate on such date.
- (3) Even if the Loan Limit Period is terminated pursuant to the provisions of this Article, the principal of and interest on Each Loan that is not yet due and payable at the end of the Loan Limit Period shall be repaid on the due date of the principal and interest of Each Loan, unless the Borrower has forfeited the benefit of time with respect to its obligations under this Agreement.
- (4) Notwithstanding the termination of the Loan Limit Period pursuant to this Article, this Agreement shall remain in effect and binding on the Borrower and the Lender with respect to the performance of such obligations until all obligations owed by the Borrower to the Lender with respect to this Agreement have been performed.

#### Article 9 (General Provisions)

- (1) Amendment to this Agreement

This Agreement may not be modified unless agreed to in writing by the Borrower and the Lender.

- (2) Transfer

- (i) Neither the Borrower nor the Lender shall assign or transfer its position, rights and obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the other party.
- (ii) To the extent not in violation of Laws and Regulations, etc., the Lender may assign the receivables for Each Loan, and the Borrower agrees in advance to such assignment, provided that the relevant provisions of this Agreement shall continue to apply in relation to the assignee after such assignment.
- (iii) This Agreement shall be binding on the successors of the Lender and the Borrower, as well as on any assignees of their positions, rights and obligations under this Agreement.

- (3) Losses, expenses and other damages

Borrower shall be liable for all losses, expenses and other damages incurred by Lender due to Borrower's failure to perform its obligations under this Agreement or breach of any provision of this Agreement.

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(4) Governing law

This Agreement shall be governed by the laws of Japan.

(5) Relationship to Bank Transaction Agreements

In the event of any inconsistency between the provisions of the Bank Transaction Agreements and the provisions of this Agreement, the provisions of this Agreement shall prevail. In the event that any matter is not specifically provided for in this Agreement but is provided for in the Banking Agreements, the provisions of the Bank Transaction Agreements shall govern.

As evidence of the execution of this Agreement, two (2) copies of this document shall be prepared, one signed and sealed by the Borrower and the other by the Lender, and each copy shall be retained by the Lender.

April 10, 2024

Borrower: Ono Pharmaceutical Co. Ltd.

Ono Pharmaceutical Co. Ltd.

Representative Director Satoru Sagara

Lender: Sumitomo Mitsui Banking Corporation

4-6-5 Kitahama, Chuo-ku, Osaka, Japan

Sumitomo Mitsui Banking Corporation

Executive Officer,

Osaka Head Office Sales Dept.

First Manager,

Yoshihiro Miyake



----- bank use column -----

verification	Loan administration center use column	settlement account	the person himself
rank and file member of staff	person in charge	collator	collator

To Sumitomo Mitsui Banking Corporation

Address

Name

(Seal to be registered)

Loan Application Form

We hereby apply for each of the following loans in accordance with the provisions of Article 3 of the Special Overdraft Agreement (hereinafter simply referred to as the "Agreement". Any terms used in this loan application form shall be defined in the Agreement) dated April 10, 2024, with your bank. We hereby confirm to that all of the conditions set forth in Article 2-2 of the Agreement have been met, that all of the obligations set forth in each item of Article 6 of the Agreement have been performed, and that all of the matters set forth in each item of Article 7 of the Agreement are true and correct at the time of submission of this application and as of the Requested Execution Date below, and we confirm that we will be liable for all losses, expenses, and other damages incurred by us as a result of such confirmation being untrue.

record

Amount of money          JPY

Desired Execution Date

Due Date

Subject Company          [Write the name of the subject company and information necessary to identify the subject company (including, but not limited to, location, names of directors and officers, and shareholder composition).]

End

----- bank use column -----

store name	store number	account number	initiative number
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Sales Department use column

Loan administration center column

verification	Confirmation of sending a copy to the company	Confirmation of delivery of a copy at the time of collection of the original	verification	Seal of person in charge	Seal Seal verification	voucher completed
	(Seal of person in charge)	(Seal of person in charge)				





## Overdraft (Dedicated Account) Agreement

May 31, 2024

To MUFG Bank, Ltd. ("Bank")

Address

The person himself Seal

I hereby confirm and agree to the following terms and conditions in addition to the terms and conditions of the separately submitted Banking Transaction Agreement in connection with the overdraft (dedicated account) transactions using my current account with the Bank.

Overdraft principal limit (with ¥ symbol at the beginning of the amount) Yen  
¥75,000,000,000

Trading deadline May 30, 2025  
In the event that neither party has indicated otherwise by the day before the expiration date, the term shall be extended for another 12 months, and the same shall apply thereafter.

Repayment Deposit Account	Store name Osaka Sales	current account	account number	Name of the account
	Dept.		0885532	The person himself

## Article 1 (Transaction Method)

- (i) In conducting overdraft transactions pursuant to this Agreement, I shall submit a separate request form for opening an overdraft account.
- (ii) If I wish to use this overdraft, I shall submit a request for withdrawal as prescribed by Bank and receive a refund. If I have more than one account, I shall designate the account to be used with the approval of the Bank.
- (iii) The refunds set forth in the preceding paragraph may be made by the due date of the transaction to the extent of the amount remaining after deducting the balance of the overdraft from the above-mentioned overdraft principal limit.
- (iv) Except for overdrafts made in accordance with the request for withdrawal set forth in Paragraph 2 of this Article, the Overdraft Account shall not be used for settlement of bills and checks, debits by direct debit, or accepts money transfers from the customer or third parties without the Bank's approval. In addition, no draft/check forms will be issued.
- (v) The Bank may, at its discretion, refund any amount in excess of the Maximum Amount, and in such case, the Bank will pay any amount in excess of the Maximum Amount immediately upon request from you.

## Article 2 (Repayment)

- (i) The method of repayment of the principal and interest of this overdraft transaction shall be in accordance with the request form for opening an overdraft account to be submitted separately.
- (ii) In addition to the repayment under the preceding paragraph, I may make voluntary repayments with the Bank's approval. In this case, the amount of each remaining repayment shall remain the same.

## Article 3 (Interest)

- (i) Interest on overdrafts shall be calculated in a manner prescribed by the Bank at a rate determined by the Bank.
- (ii) If the interest rate in the preceding paragraph is determined in the form of "base interest rate + X%", the base interest rate shall be set at 0 (zero) percent when the base interest rate is negative.

## Article 4 (Automatic Withdrawal of Principal and Interest)

- (i) The principal amount payable by me shall be applied to the payment by debiting the aforementioned repayment amount from the aforementioned deposit account for repayment on the designated repayment date.
- (ii) With regard to the handling of the preceding paragraph, regardless of the provisions of the Current Account Rules or the Savings Account Rules and General Account Transaction Rules, the Bank will omit the drawing of a current check or the submission of a passbook and withdrawal request form.
- (iii) If the amount of funds in the Deposit Account for Repayment is less than the amount payable on the Repayment Date, the Bank may apply the funds to partial repayment by debiting the funds in such order as the Bank deems appropriate. In addition, the Bank may, at any time after the Repayment Date and after the amount of the Payment Amount has been reached, treat the transaction in the same manner as set forth in the preceding two Paragraphs of this Article.
- (iv) Interest, damages, and any other deductions associated with this loan may also be deducted from the deposit account for repayment in accordance with the preceding three paragraphs of this Article.

## Article 5 (New Suspension, Reduction and Termination)

- (i) This agreement shall terminate without notice from the Bank if any of the events listed in each item of Article 5, Paragraph 1 of the Banking Transaction Agreement separately submitted with respect to me occur. The same shall apply when a revolving mortgage securing the obligations under this agreement becomes final and binding, or when I receive notice of foreclosure of the revolving mortgage property due to delinquent payment.
- (ii) In the event of any change in financial conditions, the occurrence of any one of the events set forth in each item of Article 5, Paragraph 2 of the Banking Transaction Agreement separately submitted, or any other reasonable cause, the Bank may suspend new transactions thereafter, reduce the maximum amount, or terminate this agreement at any time.
- (iii) If new transactions are suspended under the preceding paragraph, the term of the transaction shall not be extended, and the overdraft balance shall be repaid under the same terms and conditions as before unless otherwise instructed by the Bank.
- (iv) When a transaction under this agreement is terminated, the overdraft principal and interest will be paid immediately. In addition, in the event that the credit line amount is reduced, the overdraft amount exceeding the reduced credit line amount will be paid immediately.
- (v) Repayment of the overdraft pursuant to the preceding paragraph shall be made in the order designated by the Bank.

End