DEFM14A 1 a2235897zdefm14a.htm DEFM14A

Use these links to rapidly review the document

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

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

☐ Preliminary Proxy Statement

☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

☒ Definitive Proxy Statement

☐ Definitive Additional Materials

☐ Soliciting Material under §240.14a-12

IDERA PHARMACEUTICALS, INC.

(Name of Registrant as Specified In Its Charter)

N/A

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

☒ No fee required.

☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

☐ Fee paid previously with preliminary materials.

☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

EXPLANATORY NOTE

This joint proxy statement/prospectus amends and restates the joint proxy statement/prospectus dated March 29, 2018, which was previously mailed to the stockholders of BioCryst Pharmaceuticals, Inc. and the stockholders of Idera Pharmaceuticals, Inc. on or about April 2, 2018 in connection with the proposed strategic business combination of BioCryst and Idera in order to (1) revise the record date for the special meeting of Idera stockholders and the special meeting of BioCryst stockholders to May 29, 2018 and (2) revise the date of the special meeting of Idera stockholders and the special meeting of BioCryst stockholders to July 10, 2018.

MERGERS PROPOSED—YOUR VOTE IS VERY IMPORTANT

Dear Stockholders:

As previously disclosed, the BioCryst Pharmaceuticals, Inc. ("*BioCryst*") board of directors (the "*BioCryst board*") and the Idera Pharmaceuticals, Inc. ("*Idera*") board of directors (the "*Idera board*") have unanimously approved and BioCryst and Idera have entered into an Agreement and Plan of Merger, dated as of January 21, 2018 (the "*merger agreement*") with respect to a strategic business combination. Pursuant to the terms of the merger agreement, (i) Island Merger Sub, Inc. ("*Merger Sub A*"), a wholly owned subsidiary of Nautilus Holdco, Inc. ("*Holdco*"), which is in turn a wholly owned subsidiary of BioCryst and a party to the merger agreement, will merge with and into Idera, with Idera surviving as a wholly owned subsidiary of Holdco (the "*Idera merger*"), and (ii) Boat Merger Sub, Inc. ("*Merger Sub B*"), a wholly owned subsidiary of Holdco and a party to the merger agreement, will merge with and into BioCryst, with BioCryst surviving as a wholly owned subsidiary of Holdco (the "*BioCryst merger*" and together with the Idera merger, the "*mergers*"). Upon completion of the mergers, BioCryst and Idera, and their respective subsidiaries, will become wholly owned subsidiaries of Holdco and will operate as a combined company under the name Valenscion Incorporated.

Upon completion of the mergers, each issued and outstanding share of Idera common stock will be converted into the right to receive 0.20 shares of Holdco common stock (the "*Idera exchange ratio*"), and each issued and outstanding share of BioCryst common stock will be converted into the right to receive 0.50 shares of Holdco common stock (the "*BioCryst exchange ratio*" and together with the Idera exchange ratio, the "*exchange ratios*"). The exchange ratios will not be adjusted for changes in the market price of either BioCryst common stock or Idera common stock between the date of signing of the merger agreement and completion of the mergers. Upon completion of the mergers, each issued and outstanding share of Idera preferred stock (with certain exceptions described in the accompanying joint proxy statement/prospectus) will be converted into the right to receive an amount of Holdco common stock based on its liquidation preference.

Upon closing of the mergers, BioCryst stockholders (including holders of securities convertible, exchangeable or exercisable for shares of BioCryst common stock) immediately prior to the closing of the mergers will beneficially own approximately 51.6% of Holdco, and Idera stockholders (including holders of securities convertible, exchangeable or exercisable for shares of Idera common stock) immediately prior to the effective time of the mergers will beneficially own approximately 48.4% of Holdco, each calculated on a fully diluted basis using the treasury stock method. BioCryst and Idera will each hold a special meeting of its respective stockholders to consider the mergers. At the special meeting of BioCryst stockholders (the "*BioCryst special meeting*"), BioCryst stockholders will be asked to vote on a proposal to adopt the merger agreement, a proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers, and a proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement. At the special meeting of Idera stockholders (the "*Idera special meeting*"), Idera stockholders will be asked to vote on a proposal to adopt the merger agreement and a proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

Affiliates of Baker Bros. Advisors, LP ("*Baker Brothers*"), the beneficial owner of approximately 14% of issued and outstanding BioCryst common stock and approximately 18% of issued and outstanding Idera common stock, have agreed, among other things, to vote their shares of BioCryst common stock and Idera common stock in favor of the proposal to adopt the merger agreement at each of the BioCryst special meeting and Idera special meeting.

On or about April 2, 2018, Idera stockholders and BioCryst stockholders were mailed a joint proxy statement/prospectus related to the special meetings that were originally scheduled for May 9, 2018. On April 10, 2018, BioCryst and Idera announced the postponement of their respective special meetings, following investor feedback, to provide stockholders adequate time to consider new clinical data from Idera regarding its IMO-2125 program, which will be presented at the American Society of Clinical Oncology meeting being held June 1-5, 2018 in Chicago, Illinois. Each of the BioCryst special meeting and the Idera special meeting will now be held on July 10, 2018. In connection with the postponed meeting dates, the revised record date for each of Idera and BioCryst is May 29, 2018.

We cannot complete the mergers unless the BioCryst stockholders and Idera stockholders approve the respective proposals of each company with respect to the mergers as described above. Your vote is very important, regardless of the number of shares you own. **Whether or not you expect to attend either special meeting in person, please submit a proxy to vote your shares as promptly as possible so that your shares may be represented and voted at the BioCryst special meeting or the Idera special meeting, as applicable. However, if you previously submitted a proxy for either the Idera special meeting or the BioCryst special meeting originally scheduled for May 9, 2018, which proxy has not subsequently been revoked, and are a holder of record on May 29, 2018 and you do not want to change or revoke your proxy, you do not need to take any action. Accordingly, Idera or BioCryst, as applicable, intend to vote such proxy at the respective special meeting on July 10, 2018, as directed by your previously submitted proxy.**

The BioCryst board has unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers, are advisable, fair to and in the best interests of BioCryst and its stockholders. The BioCryst board unanimously recommends that BioCryst stockholders vote "*FOR*" the proposal to adopt the merger agreement, "*FOR*" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers and "*FOR*" the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

The Idera board has unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers, are advisable, fair to and in the best interests of Idera and its stockholders. The Idera board unanimously recommends that Idera stockholders vote "*FOR*" the proposal to adopt the merger agreement and "*FOR*" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

The obligations of BioCryst and Idera to complete the mergers are subject to the satisfaction or waiver of several conditions set forth in the merger agreement. The accompanying joint proxy statement/prospectus contains detailed information about BioCryst, Idera, the special meetings, the merger agreement and the mergers. **BioCryst and**

Idera encourage you to read the joint proxy statement/prospectus carefully and in its entirety, including the section entitled "Risk Factors" beginning on page 22 of this joint proxy statement/prospectus.

We look forward to the successful combination of BioCryst and Idera.

Sincerely,	Sincerely,
Vincent J. Milano President and Chief Executive Officer Idera Pharmaceuticals, Inc.	Jon P. Stonehouse President and Chief Executive Officer BioCryst Pharmaceuticals, Inc.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the mergers and other transactions described in the joint proxy statement/prospectus, nor have they approved or disapproved of the securities to be issued under this joint proxy statement/prospectus or determined if this joint proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

This joint proxy statement/prospectus is dated May 30, 2018 and is first being mailed to Idera stockholders and BioCryst stockholders on or about June 4, 2018.

Table of Contents

Idera Pharmaceuticals, Inc.
167 Sidney Street
Cambridge, Massachusetts 02139
(617) 679-5500

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

To Be Held On July 10, 2018

To the Stockholders of Idera Pharmaceuticals, Inc.:

We are pleased to invite you to attend the special meeting of stockholders (the "*Idera special meeting*") of Idera Pharmaceuticals, Inc. ("*Idera*"), a Delaware corporation, which will be held at Idera's offices located at 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341, on July 10, 2018, at 10:00 a.m., Eastern Time, for the following purposes:

- to adopt the Agreement and Plan of Merger, dated as of January 21, 2018 (as it may be amended from time to time, the "*merger agreement*"), a copy of which is attached as Annex A to this joint proxy statement/prospectus of which this notice is a part, by and among BioCryst Pharmaceuticals, Inc. ("*BioCryst*"), Idera, Nautilus Holdco, Inc. ("*Holdco*"), a wholly owned subsidiary of BioCryst, Island Merger Sub, Inc. ("*Merger Sub A*"), a wholly owned subsidiary of Holdco, and Boat Merger Sub, Inc. ("*Merger Sub B*"), a wholly owned subsidiary of Holdco, pursuant to which Merger Sub A shall be merged with and into Idera, with Idera as the surviving entity, continuing as a wholly owned subsidiary of Holdco (the "*Idera merger*"), and Merger Sub B shall be merged with and into BioCryst, with BioCryst as the surviving entity, continuing as a wholly owned subsidiary of Holdco (the "*BioCryst merger*" and together with the Idera merger, the "*mergers*"); and (i) each issued and outstanding share of BioCryst common stock (with certain exceptions described in the accompanying joint proxy statement/prospectus) will be converted into the right to receive 0.50 of a newly issued share of Holdco common stock, (ii) each issued and outstanding share of Idera common stock (with certain exceptions described in the accompanying joint proxy statement/prospectus) will be converted into the right to receive 0.20 of a newly issued share of Holdco common stock and (iii) each issued and outstanding share of Idera preferred stock (with certain exceptions described in the accompanying joint proxy statement/prospectus) will be converted into the right to receive an amount of Holdco common stock based on its liquidation preference; and

- to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

The Idera special meeting was originally scheduled for May 9, 2018 but has been postponed and rescheduled for July 10, 2018, following investor feedback, to provide stockholders adequate time to consider new clinical data from Idera regarding its IMO-2125 program, which will be presented at the American Society of Clinical Oncology meeting being held June 1-5, 2018 in Chicago, Illinois.

Idera will transact no other business at the Idera special meeting except such business as stated in the notice of the Idera special meeting. Please refer to the joint proxy statement/prospectus of which this notice forms a part for further information with respect to the business to be transacted at the Idera special meeting.

Table of Contents

Completion of the mergers is conditioned on, among other things, approval by the Idera stockholders of the proposal to adopt the merger agreement.

The Idera board of directors (the "*Idera board*") has unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers, are advisable, fair to and in the best interests of Idera and its stockholders. The Idera board unanimously recommends that Idera stockholders vote "*FOR*" the proposal to adopt the merger agreement and "*FOR*" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

The Idera board has fixed the close of business on May 29, 2018 as the Idera record date for determination of Idera stockholders entitled to receive notice of, and to vote at, the Idera special meeting or any adjournments or postponements thereof. Only holders of record of Idera common stock at the close of business on the Idera record date are entitled to receive notice of, and to vote at, the Idera special meeting or any adjournments or postponements thereof.

A list of the names of Idera stockholders of record will be available for 10 days prior to the Idera special meeting for any purpose germane to the special meeting during regular business hours, at the office of Idera's Assistant Secretary, 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341. The Idera stockholder list will also be available at the Idera special meeting for examination by any stockholder present at such meeting.

YOUR VOTE IS VERY IMPORTANT REGARDLESS OF THE NUMBER OF SHARES THAT YOU OWN. The mergers cannot be completed without the adoption of the merger agreement by the affirmative vote of the holders of a majority of the issued and outstanding shares of Idera common stock entitled to vote on the merger agreement proposal as of the record date for the Idera special meeting.

Whether or not you expect to attend the Idera special meeting in person, we urge you to submit a proxy to vote your shares as promptly as possible by either (1) logging on to www.investorvote.com/IDRA and following the instructions on your proxy card; (2) dialing 1-800-652-VOTE (8683) and listening for further directions; or (3) signing and returning the enclosed proxy card in the postage-paid envelope provided, so that your shares may be represented and voted at the Idera special meeting. If your shares are held in the name of a bank, broker or other nominee, including an employee benefit plan trustee, please follow the instructions on the voting instruction card furnished by the record holder, as appropriate. However, if you previously submitted a proxy for the Idera special meeting originally scheduled for May 9, 2018, which proxy has not subsequently been revoked, and are a holder of record on May 29, 2018 and you do not want to change or revoke your proxy, you do not need to take any action. Accordingly, Idera intends to vote such proxy at the Idera special meeting on July 10, 2018, as directed by your previously submitted proxy.

The enclosed joint proxy statement/prospectus provides a detailed description of the mergers and the merger agreement as well as a description of the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers. We urge you to read this joint proxy statement/prospectus, including any documents incorporated by reference, and the Annexes carefully and in their entirety. If you have any questions concerning the mergers or this joint proxy statement/prospectus, would like additional copies or need help voting your shares of Idera common stock, please contact Idera's proxy solicitor:

MACKENZIE PARTNERS, INC.

1407 Broadway, 27th Floor
New York, New York 10018
Stockholders May Call Toll-Free: 800-322-2885
Banks and Brokers May Call Collect: 212-929-5500
Email: proxy@mackenziepartners.com

Table of Contents

By Order of the
Idera Pharmaceuticals, Inc. Board of Directors,

Louis J. Arcudi, III
Senior Vice President of Operations, Chief Financial Officer, Treasurer and Assistant Secretary

Cambridge, Massachusetts
May 30, 2018

Table of Contents

BIOCRYST PHARMACEUTICALS, INC.

4505 Emperor Blvd., Suite 200
Durham, North Carolina 27703

NOTICE OF 2018 SPECIAL MEETING OF STOCKHOLDERS

To Be Held On July 10, 2018

To the Stockholders of BioCryst Pharmaceuticals, Inc.:

This is a notice that a special meeting of stockholders (the "*BioCryst special meeting*") of BioCryst Pharmaceuticals, Inc., a Delaware corporation ("*BioCryst*"), will be held at BioCryst's corporate offices at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703 on July 10, 2018 at 10:00 a.m., Eastern Time, for the following purposes:

- to adopt the Agreement and Plan of Merger, dated as of January 21, 2018 (as it may be amended from time to time, the "*merger agreement*"), a copy of which is attached as Annex A to this joint proxy statement/prospectus of which this notice is a part, by and among BioCryst, Idera Pharmaceuticals, Inc. ("*Idera*"), Nautilus Holdco, Inc. ("*Holdco*"), a wholly owned subsidiary of BioCryst, Island Merger Sub, Inc. ("*Merger Sub A*"), a wholly owned subsidiary of Holdco, and Boat Merger Sub, Inc. ("*Merger Sub B*"), a wholly owned subsidiary of Holdco, pursuant to which Merger Sub A shall be merged with and into Idera, with Idera as the surviving entity, continuing as a wholly owned subsidiary of Holdco (the "*Idera merger*") and Merger Sub B shall be merged with and into BioCryst, with BioCryst as the surviving entity, continuing as a wholly owned subsidiary of Holdco (the "*BioCryst merger*" and together with the Idera merger, the "*mergers*"); and (i) each issued and outstanding share of BioCryst common stock (with certain exceptions described in the accompanying joint proxy statement/prospectus) will be converted into the right to receive 0.50 of a newly issued share of Holdco common stock, (ii) each issued and outstanding share of Idera common stock (with certain exceptions described in the accompanying joint proxy statement/prospectus) will be converted into the right to receive 0.20 of a newly issued share of Holdco common stock and (iii) each issued and outstanding share of Idera preferred stock (with certain exceptions described in the accompanying joint proxy statement/prospectus) will be converted into the right to receive an amount of Holdco common stock based on its liquidation preference;

- to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers; and

- to approve the adjournment of the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

The BioCryst special meeting was originally scheduled for May 9, 2018 but has been postponed and rescheduled for July 10, 2018, following investor feedback, to provide stockholders adequate time to consider new clinical data from Idera regarding its IMO-2125 program, which will be presented at the American Society of Clinical Oncology meeting being held June 1-5, 2018 in Chicago, Illinois.

BioCryst's board of directors (the "*BioCryst board*") unanimously (i) determined that the merger agreement and the transactions contemplated thereby, including the mergers, are fair, advisable and in the best interests of BioCryst and its stockholders, (ii) approved the execution, delivery and performance by BioCryst of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers, and (iii) resolved to recommend that the stockholders of BioCryst approve the adoption of the merger agreement and the transactions contemplated thereby. Accordingly, the BioCryst board recommends that BioCryst stockholders vote "*FOR*" the adoption of the merger agreement, "*FOR*" the approval on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers and "*FOR*" the adjournment of

the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

May 29, 2018 has been fixed as the BioCryst record date for determination of BioCryst stockholders entitled to receive notice of, and to vote at, the BioCryst special meeting or any adjournments or postponements thereof. Only holders of record of BioCryst common stock at the close of business on the BioCryst record date are entitled to receive notice of, and to vote at, the BioCryst special meeting.

A list of the stockholders entitled to vote at the BioCryst special meeting will be open to examination by any stockholder, for any purpose germane to the BioCryst special meeting, during ordinary business hours, for a period of at least 10 days prior to the BioCryst special meeting at the principal executive offices of BioCryst in Durham, North Carolina.

YOUR VOTE IS VERY IMPORTANT REGARDLESS OF THE NUMBER OF SHARES THAT YOU OWN. The mergers cannot be completed without the adoption of the merger agreement by the affirmative vote of the holders of a majority of the issued and outstanding shares of BioCryst common stock entitled to vote on the merger agreement proposal as of the record date for the BioCryst special meeting.

Whether or not you expect to attend the BioCryst special meeting in person, we urge you to submit a proxy to have your shares voted as promptly as possible by either: (1) logging on to the website shown on your proxy card and following the instructions to vote online; (2) dialing the toll-free number shown on your proxy card and following the instructions to vote by phone; or (3) signing and returning the enclosed proxy card in the postage-paid envelope provided, so that your shares may be represented and voted at the BioCryst special meeting. If your shares are held in a BioCryst plan or in the name of a broker, bank or other nominee, please follow the instructions on the voting instruction form furnished by the plan trustee or administrator, or such broker, bank or other nominee, as appropriate. However, if you previously submitted a proxy for the BioCryst special meeting originally scheduled for May 9, 2018, which proxy has not subsequently been revoked, and are a holder of record on May 29, 2018 and you do not want to change or revoke your proxy, you do not need to take any action. Accordingly, BioCryst intends to vote such proxy at the BioCryst special meeting on July 10, 2018, as directed by your previously submitted proxy.

The enclosed joint proxy statement/prospectus provides a detailed description of the mergers and the merger agreement as well as a description of the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers. We urge you to read this joint proxy statement/prospectus, including any documents incorporated by reference, and the Annexes carefully and in their entirety. If you have any questions concerning the mergers or this joint proxy statement/prospectus, would like additional copies or need help voting your shares of BioCryst common stock, please contact BioCryst's proxy solicitor:

Innisfree®

Innisfree M&A Incorporated
501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders May Call Toll Free: 888-750-5834
Banks & Brokers May Call Collect: 212-750-5833

By Order of the
BioCryst Pharmaceuticals, Inc. Board of
Directors,

Alane P. Barnes
Corporate Secretary

Durham, North Carolina

May 30, 2018

Table of Contents

ADDITIONAL INFORMATION

This joint proxy statement/prospectus incorporates important business and financial information about Idera Pharmaceuticals, Inc. ("*Idera*") and BioCryst Pharmaceuticals, Inc. ("*BioCryst*") from other documents that are not included in or delivered with this joint proxy statement/prospectus. This information is available to you without charge upon your request. You can obtain the documents incorporated by reference into this joint proxy statement/prospectus free of charge by requesting them in writing or by telephone from the appropriate company's proxy solicitor at the following addresses and telephone numbers:

If you are an Idera Stockholder:

MacKenzie Partners, Inc.

1407 Broadway, 27th Floor
New York, New York 10018
Stockholders May Call Toll-Free: 800-322-2885
Banks & Brokers May Call Collect: 212-929-5500
Email: proxy@mackenziepartners.com

If you are a BioCryst Stockholder:

Innisfree®

501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders May Call Toll Free: 888-750-5834
Banks & Brokers May Call Collect: 212-750-5833

You may also obtain any of the documents incorporated by reference into this joint proxy statement/prospectus without charge through the U.S. Securities and Exchange Commission (the "*SEC*") website at www.sec.gov. In addition, you may obtain copies of documents filed by Idera with the SEC by accessing Idera's website at www.iderapharma.com under the tab "Investors" and then under the heading "SEC Filings." You may also obtain copies of documents filed by BioCryst with the SEC by accessing BioCryst's website at www.biocryst.com under the tab "Investors" and then under the heading "SEC Documents."

We are not incorporating the contents of the websites of the SEC, Idera, BioCryst or any other entity into this joint proxy statement/prospectus. We are providing the information about how you can obtain certain documents that are incorporated by reference into this joint proxy statement/prospectus at these websites only for your convenience.

If you would like to request any documents, please do so by July 3, 2018 in order to receive them before the special meetings.

For a more detailed description of the information incorporated by reference in this joint proxy statement/prospectus and how you may obtain it, see "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus.

ABOUT THIS JOINT PROXY STATEMENT/PROSPECTUS

This joint proxy statement/prospectus, which forms part of a registration statement on Form S-4 filed with the SEC by Holdco, constitutes a prospectus of Holdco under Section 5 of the Securities Act of 1933, as amended (the "*Securities Act*"), with respect to the shares of Holdco common stock to be issued to Idera stockholders and BioCryst stockholders pursuant to the mergers. This joint proxy statement/prospectus also constitutes a joint proxy statement for both Idera and BioCryst under Section 14(a) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"). It also constitutes a notice of meeting with respect to the special meeting of Idera stockholders (the "*Idera special meeting*") and a notice of meeting with respect to the special meeting of BioCryst stockholders (the "*BioCryst special meeting*").

You should rely only on the information contained in or incorporated by reference into this joint proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in, or incorporated by reference into, this joint proxy statement/prospectus. This joint proxy statement/prospectus is dated May 30, 2018. You should not assume that the information contained in this joint proxy statement/prospectus is accurate as of any date other than that date. You should not assume that the information incorporated by reference into this joint proxy statement/prospectus is accurate as of any date other than the date of the incorporated document. Neither our mailing of this joint proxy statement/prospectus to Idera stockholders or BioCryst stockholders nor the issuance by Holdco of shares of common stock pursuant to the merger agreement will create any implication to the contrary.

This joint proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy in any jurisdiction to or from any person to whom it is unlawful to make any such offer or solicitation. Information contained in this joint proxy statement/prospectus regarding Idera has been provided by Idera and information contained in this joint proxy statement/prospectus regarding BioCryst has been provided by BioCryst.

All references in this joint proxy statement/prospectus to "*Idera*" refer to Idera Pharmaceuticals, Inc., a Delaware corporation; all references in this joint proxy statement/prospectus to "*BioCryst*" refer to BioCryst Pharmaceuticals, Inc., a Delaware corporation; all references to "*Holdco*" refer to Nautilus Holdco, Inc., a Delaware corporation and wholly owned subsidiary of BioCryst formed for the sole purpose of becoming the parent entity of each of Idera and BioCryst following the mergers; all references to "*Merger Sub A*" refer to Island Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Holdco formed for the sole purpose of effecting the Idera merger; all references to the "*Idera merger*" refer to the merger of Merger Sub A with and into Idera, with Idera as the surviving entity, continuing as a wholly owned subsidiary of Holdco; all references to "*Merger Sub B*" refer to Boat Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Holdco formed for the sole purpose of effecting the BioCryst merger; all references to the "*BioCryst merger*" refer to the merger of Merger Sub B with and into BioCryst, with BioCryst as the surviving entity, continuing as a wholly owned subsidiary of Holdco; and all references to "*mergers*" refers, collectively, to the Idera merger and BioCryst merger. Unless otherwise indicated or as the context requires, all references in this joint proxy statement/prospectus to "*we*," "*our*" and "*us*" refer to Idera and BioCryst collectively; and, unless otherwise indicated or as the context requires, all references to the "*merger agreement*" refer to the Agreement and Plan of Merger, dated as of January 21, 2018, by and among BioCryst, Idera, Holdco, Merger Sub A and Merger Sub B, a copy of which is attached as Annex A to this joint proxy statement/prospectus. Holdco, following completion of the mergers, is sometimes referred to in this joint proxy statement/prospectus as the "*combined company*," "*Valenscion Incorporated*" or "*Valenscion*."

TABLE OF CONTENTS

QUESTIONS AND ANSWERS

The following are some questions that you, as a stockholder of Idera or a stockholder of BioCryst, may have regarding the mergers and the other matters being considered at the special meetings and the answers to those questions. Idera and BioCryst urge you to carefully read the remainder of this joint proxy statement/prospectus because the information in this section does not provide all the information that might be important to you with respect to the mergers and the other matters being considered at the special meetings. Additional important information is also contained in the Annexes to, and the documents incorporated by reference into, this joint proxy statement/prospectus.

Q: Why am I receiving this joint proxy statement/prospectus and a new proxy card?

A: As previously disclosed, BioCryst and Idera have agreed to a strategic business combination pursuant to the terms of the merger agreement that is described in this joint proxy statement/prospectus. A copy of the merger agreement is included as Annex A to this joint proxy statement/prospectus.

In order to complete the mergers, among other things, Idera stockholders and BioCryst stockholders must approve the adoption of the merger agreement.

BioCryst and Idera will hold separate special meetings of their respective stockholders to obtain these approvals. This joint proxy statement/prospectus and a new proxy card are being sent to you following the postponement of each of the BioCryst special meeting and the Idera special meeting that was originally scheduled for May 9, 2018 in connection with the proposal to adopt the merger agreement and the other matters to be voted on at the each of the Idera special meeting and the BioCryst special meeting. BioCryst and Idera are each rescheduling their respective special meeting, following investor feedback, to provide stockholders adequate time to consider new clinical data from Idera regarding its IMO-2125 program, which will be presented at the American Society of Clinical Oncology meeting being held June 1-5, 2018 in Chicago, Illinois. The Idera special meeting and the BioCryst special meeting are now scheduled to occur on July 10, 2018.

This joint proxy statement/prospectus, including its Annexes, contains and incorporates by reference important information about BioCryst, Idera, the special meetings, the merger agreement and the mergers. You should read all the available information carefully and in its entirety.

Q: What should I do if I already voted using the proxy card sent in the joint proxy statement/prospectus that was mailed on or around April 2, 2018?

A: If you previously submitted a proxy for either the Idera special meeting or the BioCryst special meeting originally scheduled for May 9, 2018, which proxy has not subsequently been revoked, and are a holder of record on May 29, 2018, BioCryst and Idera, as applicable, intend to vote such proxy at the respective special meeting on July 10, 2018, as directed by the previously submitted proxy by you. Accordingly, if you have already submitted a proxy, you do not need to take any action unless you want to change or revoke your proxy.

However, if you are an Idera stockholder and have acquired shares after March 22, 2018 (the "*original Idera record date*") or if you are a BioCryst stockholder and have acquired shares after April 4, 2018 (the "*original BioCryst record date*"), and those shares are held by a bank, broker or other nominee to whom you did not previously issue voting instructions with respect to the Idera special meeting or the BioCryst special meeting, as applicable, those newly acquired shares will not be voted unless you follow the instructions on your voting card or otherwise provided by your broker, bank or other nominee for submitting a proxy with respect to those newly acquired shares. Moreover, if you held shares in "street name" through a bank or broker on the original Idera record date or the original BioCryst record date, as applicable, but have acquired shares after the original Idera record date or the original BioCryst record date, as applicable, and you are the stockholder of record of those newly acquired shares, then, whether or not you previously gave a voting instruction with respect to the shares that you held on the original Idera record date or the original BioCryst record date, as applicable, those newly acquired shares will not be voted unless you give a proxy with respect to those shares by completing, signing, dating and returning the enclosed proxy card, by following the instructions on the enclosed proxy card for Internet or telephone submissions or by attending the Idera special meeting or BioCryst special meeting, as applicable, and voting in person. If you want to change or revoke your proxy, you must submit a new proxy card, transmit additional voting instructions by telephone or through the Internet, or attend the Idera special meeting or BioCryst special meeting, as applicable, and vote in person. Otherwise, you will be considered to have voted on the proposals as indicated in the proxy card you previously provided and the proxies identified in the proxy card will vote your shares as indicated in that previously submitted proxy card. If you are a registered holder and you wish to change or revoke your proxy, please complete, sign, date and mail a new proxy card or submit a new proxy by telephone or through the Internet. If your shares are held in "street name" by your broker, and you wish to change or revoke your proxy, please refer to your voting card or other information forwarded by your broker, bank or other holder of record to determine whether you may submit a proxy by telephone or on the Internet and follow the instructions on the card or other information provided by the record holder.

Q: What will stockholders receive in the mergers?

A: *Idera Stockholders*: If the mergers are completed, (i) holders of Idera common stock will receive 0.20 shares of Holdco common stock for each share of Idera common stock they hold at the effective time of the mergers (the "*Idera exchange ratio*") and (ii) holders of Idera preferred stock will receive for each share of Idera preferred stock they hold at the effective time of the mergers, that number of shares of Holdco common stock equal to (a) $1.00 divided by the 20-trading-day average trading price of Idera common stock, ending with the trading day prior to the third day prior to the closing date, multiplied by (b) 0.20. Holders of Idera common stock and Idera preferred stock will not receive any fractional shares of Holdco common stock in the mergers. Instead, Idera stockholders will receive cash in lieu of any fractional shares of Holdco common stock that the holders of Idera common stock and Idera preferred stock would otherwise have been entitled to receive.

BioCryst Stockholders: If the mergers are completed, holders of BioCryst common stock will receive 0.50 shares of Holdco common stock for each share of BioCryst common stock they hold at the effective time of the mergers (the "*BioCryst exchange ratio*" and together with the Idera exchange ratio, the "*exchange ratios*"). BioCryst stockholders will not receive any fractional shares of Holdco common stock in the mergers. Instead, BioCryst stockholders will receive cash in lieu of any fractional shares of Holdco common stock that the BioCryst stockholders would otherwise have been entitled to receive.

Q: What is the value of the merger consideration?

A: BioCryst stockholders and Idera stockholders will receive a fixed number of shares of Holdco common stock in the BioCryst merger and the Idera merger, respectively, rather than a number of shares of Holdco common stock with a particular fixed market value. Because the exchange ratios are fixed and will not be adjusted to reflect any changes in the market prices of BioCryst common stock or Idera common stock, the market value of the Holdco common stock issued in the BioCryst merger or the Idera merger, as applicable, and the BioCryst common stock and Idera common stock surrendered in the BioCryst merger and the Idera merger, respectively, may be higher or lower than the values of these shares on dates earlier to the effective time of the

Table of Contents

mergers. We urge you to obtain current market quotations of BioCryst common stock and Idera common stock. See also "Comparative Stock Price Data and Dividends" beginning on page 154 of this joint proxy statement/prospectus.

Q: What percentage of Holdco will Idera stockholders and BioCryst stockholders, respectively, own following the mergers?

A: Upon completion of the mergers, BioCryst stockholders (including holders of securities convertible, exchangeable or exercisable for shares of BioCryst common stock) immediately prior to the effective time of the mergers are expected to beneficially own approximately 51.6% of Holdco and Idera stockholders (including holders of securities convertible, exchangeable or exercisable for shares of Idera common stock) immediately prior to the effective time of the mergers are expected to beneficially own approximately 48.4% of Holdco, in each case, calculated on a fully diluted basis (using the treasury method).

Q: When and where will the special meetings be held?

A: *Idera Stockholders*: The Idera special meeting will be held at Idera's offices located at 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341, on July 10, 2018, at 10:00 a.m., Eastern Time.

BioCryst Stockholders: The BioCryst special meeting will be held at BioCryst's corporate offices at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703, on July 10, 2018, at 10:00 a.m., Eastern Time.

If you wish to attend your respective company's special meeting, you must bring photo identification. If you hold your shares through a bank, broker or other nominee, including an employee benefit plan trustee, you must also bring proof of ownership such as the voting instruction form from your broker or other nominee or an account statement.

Q: Who is entitled to vote at the special meetings?

A: *Idera Stockholders*: The Idera record date for the Idera special meeting is May 29, 2018. Only holders of record of issued and outstanding shares of Idera common stock as of the close of business on the Idera record date are entitled to notice of, and to vote at, the Idera special meeting or any adjournments or postponements of the Idera special meeting.

BioCryst Stockholders: The BioCryst record date for the BioCryst special meeting is May 29, 2018. Only holders of record of issued and outstanding shares of BioCryst common stock as of the close of business on the BioCryst record date are entitled to notice of, and to vote at, the BioCryst special meeting or any adjournments or postponements of the BioCryst special meeting.

Q: What am I being asked to vote on and why is this approval necessary?

A: Idera stockholders are being asked to vote on the following proposals:

(1) to adopt the merger agreement, a copy of which is attached as Annex A to this joint proxy statement/prospectus; and

(2) to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

Completion of the mergers is conditioned on, among other things, approval by the Idera stockholders of the proposal to adopt the merger agreement.

BioCryst stockholders are being asked to vote on the following proposals:

(1) to adopt the merger agreement, a copy of which is attached as Annex A to this joint proxy statement/prospectus;

(2) to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers; and

(3) to approve the adjournment of the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

Completion of the mergers is conditioned on, among other things, approval by the BioCryst stockholders of the proposal to adopt the merger agreement.

Q: What vote is required to approve each proposal at the Idera special meeting?

A: Adoption of the merger agreement requires the affirmative vote of holders of a majority of the issued and outstanding shares of Idera common stock entitled to vote on the proposal. Failures to vote, abstentions and "*broker non-votes*" (as defined in "Questions and Answers" beginning on page v of this joint proxy statement/prospectus) will have the effect of a vote against the proposal.

Approval of, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers (the "*Idera merger-related compensation proposal*") requires the affirmative vote of holders of a majority of the issued and outstanding shares of Idera common stock present in person or represented by proxy at the Idera special meeting and voting on the proposal. Abstentions, failures to vote and broker non-votes will have no effect on the outcome of the Idera merger-related compensation proposal, assuming a quorum is present.

Affiliates of Baker Bros. Advisors LP ("*Baker Brothers*"), the "*beneficial owner*" (as defined in "Security Ownership of Certain Beneficial Owners of Idera" beginning on page 158 of this joint proxy statement/prospectus) of approximately 18% of issued and outstanding Idera common stock, have agreed, among other things, to vote their shares of Idera common stock in favor of the adoption of the merger agreement at the Idera special meeting, with certain exceptions described in this joint proxy statement/prospectus.

Q: What vote is required to approve each proposal at the BioCryst special meeting?

A: Adoption of the merger agreement requires the affirmative vote of holders of a majority of the issued and outstanding shares of BioCryst common stock entitled to vote on the proposal. Failures to vote, abstentions and broker non-votes will have the effect of a vote against the proposal.

Approval of, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers (the "*BioCryst merger-related compensation proposal*") requires the affirmative vote of the holders of a majority of the issued and outstanding shares of BioCryst common stock present, in person or represented by proxy, at the BioCryst special meeting and voting on the proposal, assuming a quorum is present. Failures to vote, abstentions and broker non-votes will have no effect on the outcome of the BioCryst merger-related compensation proposal, assuming a quorum is present.

Approval of the "*BioCryst adjournment proposal*" (as defined in "The BioCryst Special Meeting—Purpose of the BioCryst Special Meeting" beginning on page 35 of this joint proxy statement/prospectus) requires the affirmative vote of the holders of a majority of the issued and outstanding shares of BioCryst common stock present, in person or represented by proxy, at the BioCryst special meeting and voting on the proposal. Abstentions, failures to vote and broker non-votes will have no effect on the outcome of the adjournment proposal, assuming a quorum is present.

Affiliates of Baker Brothers, the beneficial owner of approximately 14% of issued and outstanding BioCryst common stock, have agreed, among other things, to vote their shares of BioCryst common stock in favor of the adoption of the merger agreement at the BioCryst special meeting, with certain exceptions described in this joint proxy statement/prospectus.

Q: What constitutes a quorum at the special meetings?

A: *Idera Stockholders*: Stockholders who hold shares representing at least a majority of the issued and outstanding shares of common stock entitled to vote at the Idera special meeting must be present in person or represented by proxy to constitute a quorum for the transaction of business at the Idera special meeting. If a quorum is not present, the Idera special meeting may be adjourned by the chairman of the Idera special meeting, to reconvene at the same or another place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Abstentions will be included in the calculation of the number of shares of Idera common stock represented at the special meeting for purposes of determining whether a quorum has been achieved. However, broker non-votes will not be included in the calculation of the number of shares of Idera common stock represented at the special meeting for purposes of determining whether a quorum has been achieved.

BioCryst Stockholders: Stockholders who hold shares representing at least a majority of the issued and outstanding shares of common stock entitled to vote at the BioCryst special meeting must be present in person or represented by proxy to constitute a quorum for the transaction of business at the BioCryst special meeting.

Abstentions will be included in the calculation of the number of shares of BioCryst common stock represented at the special meeting for purposes of determining whether a quorum has been achieved. However, broker non-votes will not be included in the calculation of the number of shares of BioCryst common stock represented at the BioCryst special meeting for purposes of determining whether a quorum has been achieved.

Q: How does the Idera board of directors recommend that Idera stockholders vote?

A: The Idera board of directors (the "*Idera board*") has unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers, are fair, advisable and in the best interests of Idera and its stockholders. The Idera board unanimously recommends that the Idera stockholders vote "FOR" the proposal to adopt the merger agreement and "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

Q: How does the BioCryst board of directors recommend that BioCryst stockholders vote?

A: The BioCryst board of directors (the "*BioCryst board*") has unanimously determined that the merger agreement and the transactions contemplated thereby, including the mergers, are fair, advisable and in the best interests of BioCryst and its stockholders. The BioCryst board recommends that BioCryst stockholders vote "FOR" the proposal to adopt the merger agreement, "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers and "FOR" the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

Table of Contents

Q: How do I vote if I am a stockholder of record?

A: If you are a stockholder of record of Idera as of May 29, 2018, which is referred to as the Idera record date, or a stockholder of record of BioCryst as of May 29, 2018, which is referred to as the BioCryst record date, you may submit your proxy before your respective company's special meeting in one of the following ways:

- use the toll-free number shown on your proxy card;
- visit the website shown on your proxy card to vote via the Internet; or
- complete, sign, date and return the enclosed proxy card in the enclosed postage-paid envelope.

If you are a stockholder of record, you may also cast your vote in person at your respective company's special meeting.

If your shares are held in "street name," through a broker, trustee or other nominee, that institution will send you separate instructions describing the procedure for voting your shares. "Street name" stockholders who wish to vote at the special meetings will need to obtain a "legal proxy" form from their broker, trustee or other nominee.

Q: How many votes do I have?

A: *Idera Stockholders*: Holders of Idera common stock are entitled to one vote for each share owned as of the close of business on the Idera record date. As of the close of business on the Idera record date, there were 217,310,991 shares of Idera common stock issued and outstanding and entitled to vote at the Idera special meeting.

BioCryst Stockholders: Holders of BioCryst common stock are entitled to one vote for each share owned as of the close of business on the BioCryst record date. As of the close of business on the BioCryst record date, there were 98,821,091 shares of BioCryst common stock issued and outstanding and entitled to vote at the BioCryst special meeting.

Q: My shares are held in "street name" by my broker, bank or other nominee. Will my broker, bank or other nominee automatically vote my shares for me?

A: No. If your shares are held in the name of a broker, bank or other nominee, you are considered the "*beneficial holder*" of the shares held for you in what is known as "*street name*." You are *not* the "*record holder*" (as defined in "The Idera Special Meeting—How to Vote" beginning on page 46 of this joint proxy statement/prospectus) of such shares. If this is the case, this joint proxy statement/prospectus has been forwarded to you by your broker, bank or other nominee. As the beneficial holder, unless your broker, bank, or other nominee has discretionary authority over your shares, you generally have the right to direct your broker, bank or other nominee as to how to vote your shares. If you do not provide voting instructions, your shares will not be voted on any proposal, as your broker, bank or other nominee will not have discretionary voting authority with respect to any of the proposals described in this joint proxy statement/prospectus. This is often called a "*broker non-vote*."

In connection with the Idera special meeting:

- broker non-votes, if any, will have the same effect as a vote "AGAINST" the proposal to adopt the merger agreement; and
- broker non-votes, if any, will have no effect on the Idera merger-related compensatory proposal (assuming a quorum is present).

Table of Contents

In connection with the BioCryst special meeting:

- broker non-votes, if any, will have the same effect as a vote "AGAINST" the proposal to adopt the merger agreement;
- broker non-votes, if any, will have no effect on the BioCryst merger-related compensation proposal (assuming a quorum is present); and
- broker non-votes, if any, will have no effect on the BioCryst adjournment proposal (assuming a quorum is present).

You should therefore provide your broker, bank or other nominee with instructions as to how to vote your shares of Idera common stock or BioCryst common stock.

Please follow the voting instructions provided by your broker, bank or other nominee so that it may vote your shares on your behalf. Please note that you may not vote shares held in street name by returning a proxy card directly to Idera or BioCryst or by voting in person at your special meeting unless you first obtain a proxy from your broker, bank or other nominee.

Q: What will happen if I fail to vote or I abstain from voting?

A: For purposes of each of the Idera special meeting and the BioCryst special meeting, an abstention occurs when a respective stockholder attends the applicable special meeting in person and does not vote or returns a proxy with an "abstain" vote.

Idera

- *Idera adoption of merger agreement proposal*: An abstention or failure to vote will have the same effect as a vote "AGAINST" the proposal to adopt the merger agreement.
- *Idera merger-related compensation proposal*: If an Idera stockholder present in person at the Idera special meeting abstains from voting, responds by proxy with an "abstain" vote, or is not present in person at the Idera special meeting and does not respond by proxy, it will have no effect on the Idera merger-related compensation proposal (assuming a quorum is present).

BioCryst

- *BioCryst adoption of merger agreement proposal*: An abstention or failure to vote will have the same effect as a vote "AGAINST" the proposal to adopt the merger agreement.
- *BioCryst merger-related compensation proposal*: If a BioCryst stockholder present in person at the BioCryst special meeting abstains from voting, or responds by proxy with an "abstain" vote or is not present in person at the BioCryst special meeting and does not respond by proxy, it will have no effect on the BioCryst merger-related compensation proposal (assuming a quorum is present).
- *BioCryst adjournment proposal*: If a BioCryst stockholder present in person at the BioCryst special meeting abstains from voting, responds by proxy with an "abstain" vote, or is not present in person at the BioCryst special meeting and does not respond by proxy, it will have no effect on the BioCryst adjournment proposal (assuming a quorum is present).

Q: What will happen if I return my proxy card without indicating how to vote?

A: *Idera Stockholders*: If you properly complete and sign your proxy card but do not indicate how your shares of Idera common stock should be voted on a matter, the shares of Idera common stock represented by your proxy will be voted as the Idera board recommends and, therefore, "FOR" the proposal to adopt the merger agreement and "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

BioCryst Stockholders: If you properly complete and sign your proxy card but do not indicate how your shares of BioCryst common stock should be voted on a matter, the shares of BioCryst common stock represented by your proxy will be voted as the BioCryst board recommends and, therefore, "FOR" the proposal to adopt the merger agreement, "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers and "FOR" the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

Q: Can I change my vote or revoke my proxy after I have returned a proxy or voting instruction card?

A: Yes.

If you are a holder of record of either Idera or BioCryst shares: If you are a holder of record of either Idera common stock or BioCryst common stock, as applicable, you can change your vote or revoke your proxy at any time before your proxy is voted at your respective special meeting. You can do this in one of three ways:

- timely delivering a signed written notice of revocation to the Assistant Secretary of Idera or the Corporate Secretary of BioCryst, as applicable;
- timely delivering a new, valid proxy for Idera or BioCryst, as applicable, bearing a later date than your original proxy by submitting instructions through the Internet, by telephone or by mail as described on the applicable proxy card; or
- attending your special meeting and voting in person, which will automatically cancel any proxy previously given, or you can revoke your proxy in person. Simply attending the Idera special meeting or the BioCryst special meeting without voting will not revoke any proxy that you have previously given or change your vote.

If you choose either of the first two methods, your notice of revocation or your new proxy must be received by Idera or BioCryst, as applicable, no later than the beginning of the applicable special meeting. If you have submitted a proxy for your shares by telephone or via the Internet, you may revoke your prior telephone or Internet proxy by any manner described above.

If you hold shares of either Idera or BioCryst in "street name": If your shares are held in street name, you must contact your broker, bank or other nominee to change your vote.

Q: What are the U.S. federal income tax consequences of the mergers to U.S. holders of Idera common stock and BioCryst common stock?

A: *Consequences to holders of Idera common stock and BioCryst common stock*: It is a condition to BioCryst's obligation to complete the BioCryst merger that BioCryst receive an opinion from Skadden, Arps, Slate, Meagher & Flom LLP ("*Skadden*"), dated as of the closing date of the mergers (the "*closing date*"), to the effect that the BioCryst merger will qualify as a "reorganization" within the meaning of Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (the "*Code*") or, alternatively, the mergers together will be treated as an "exchange" described in Section 351 of the Code. It is a condition to Idera's obligation to complete the Idera merger that Idera receive an opinion from Latham & Watkins LLP ("*Latham*"), dated as of the closing date, to the effect that the mergers together will be treated as an "exchange" described in Section 351 of the Code. Assuming the mergers are treated for U.S. federal income tax purposes as described above, a "*U.S. holder*" (as defined in "U.S. Federal Income Tax Consequences of the Mergers" beginning on page 137 of this joint proxy statement/prospectus) of BioCryst common stock or Idera common stock will not recognize any gain or loss for U.S. federal income tax purposes upon the exchange of shares of BioCryst common stock or Idera common stock for shares of Holdco common stock in the BioCryst merger or the Idera merger, respectively, except with respect to cash received by BioCryst stockholders and Idera stockholders in lieu of fractional shares of Holdco common stock.

Please carefully review the information set forth in the section entitled "U.S. Federal Income Tax Consequences of the Mergers" beginning on page 137 of this joint proxy statement/prospectus for a discussion of the U.S. federal income tax consequences of the mergers. Please consult your own tax advisors as to the specific tax consequences to you of the mergers.

Q: When do you expect the mergers to be completed?

A: Idera and BioCryst are working to complete the mergers as soon as practicable and expect the closing of the mergers to occur in the third quarter of 2018. However, the mergers are subject to the satisfaction or waiver of certain conditions, and it is possible that factors outside the control of Idera and BioCryst could result in the mergers being completed at a later time or not at all.

Q: Do I need to do anything with my shares of Idera common stock or BioCryst common stock other than voting for the proposals at the Idera special meeting or BioCryst special meeting, respectively?

A: *Idera Stockholders*: If you are an Idera stockholder, at the effective time of the mergers, (i) each share of Idera common stock you hold will be converted automatically into the right to receive 0.20 shares of Holdco common stock and (ii) each share of Idera preferred stock will be converted automatically into the right to receive a number of shares of Holdco common stock equal to (a) $1.00 divided by the 20-trading-day average trading price of Idera common stock, ending with the trading day prior to the third day prior to the closing date, multiplied by (b) 0.20, in each case, together with cash in lieu of any fractional shares. You will receive instructions at that time regarding exchanging your shares of Idera common stock and Idera preferred stock for shares of Holdco common stock. You do not need to take any action at this time. **Please do not send your Idera stock certificates with your proxy card.**

BioCryst Stockholders: If you are a BioCryst stockholder, at the effective time of the mergers, each share of BioCryst common stock you hold will be converted automatically into the right to receive 0.50 shares of Holdco common stock together with cash in lieu of any fractional shares. You will receive instructions at that time regarding exchanging your shares of BioCryst common stock for shares of Holdco common stock. You do not need to take any action at this time. **Please do not send your BioCryst stock certificates with your proxy card.**

Q: Are stockholders entitled to appraisal rights?

A: No. Under the General Corporation Law of the State of Delaware, as amended (the "*DGCL*"), neither the Idera stockholders nor the BioCryst stockholders will be entitled to exercise any appraisal rights in connection with the mergers or the other transactions contemplated by the merger agreement.

Q: What happens if I sell my shares of Idera common stock before the Idera special meeting?

A: The record date for the Idera special meeting is earlier than the date of the Idera special meeting and the date that the mergers are expected to be completed. If you transfer your Idera shares after the Idera record date but before the Idera special meeting, you will retain your right to vote at the

Table of Contents

Idera special meeting, but will have transferred the right to receive the merger consideration in the mergers. In order to receive the merger consideration, you must hold your shares through the effective date of the mergers.

Q: What happens if I sell my shares of BioCryst common stock before the BioCryst special meeting?

A: The record date for the BioCryst special meeting is earlier than the date of the BioCryst special meeting and the date that the mergers are expected to be completed. If you transfer your BioCryst shares after the BioCryst record date but before the BioCryst special meeting, you will retain your right to vote at the BioCryst special meeting, but will have transferred the right to receive the merger consideration in the mergers. In order to receive the merger consideration, you must hold your shares through the effective date of the mergers.

Q: What if I hold shares in both Idera and BioCryst?

A: If you are a stockholder of both Idera and BioCryst, you will receive two separate packages of proxy materials. A vote cast as an Idera stockholder will not count as a vote cast as a BioCryst stockholder, and a vote cast as a BioCryst stockholder will not count as a vote cast as an Idera stockholder. Therefore, please submit separate proxies for your Idera shares and your BioCryst shares.

Q: Who can help answer my questions?

A: Idera stockholders or BioCryst stockholders who have questions about the mergers, the other matters to be voted on at the special meetings, or how to submit a proxy or desire additional copies of this joint proxy statement/prospectus or additional proxy cards should contact:

If you are an Idera stockholder:

MacKenzie Partners, Inc.

1407 Broadway, 27th Floor
New York, New York 10018
Stockholders May Call Toll-Free: 800-322-2885
Banks & Brokers May Call Collect: 212-929-5500
Email: proxy@mackenziepartners.com

If you are a BioCryst stockholder:

Innisfree®

501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders May Call Toll Free: 888-750-5834
Banks & Brokers May Call Collect: 212-750-5833

SUMMARY

This summary highlights selected information contained in this joint proxy statement/prospectus and does not contain all the information that may be important to you with respect to the mergers and the other matters being considered at the Idera special meeting and BioCryst special meeting. Idera and BioCryst urge you to read carefully this joint proxy statement/prospectus in its entirety, including the attached Annexes, and the other documents to which we have referred you. See also the section entitled "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus. We have included page references in this summary to direct you to a more complete description of the topics presented below.

The Companies

Nautilus Holdco, Inc. (see page 33)

Nautilus Holdco, Inc. is a Delaware corporation and wholly owned subsidiary of BioCryst formed for the sole purpose of becoming the parent entity of each of Idera and BioCryst following the mergers. At the effective time of the mergers, Nautilus Holdco, Inc. will be renamed "Valenscion Incorporated."

Idera Pharmaceuticals, Inc. (see page 33)

Idera is a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of novel oligonucleotide therapeutics for oncology and rare diseases. Idera uses two distinct proprietary drug discovery technology platforms to design and develop drug candidates: its Toll-like receptor, or TLR, targeting technology and its nucleic acid chemistry technology (formerly referred to as Idera's third generation antisenses, or 3GA technology). Idera developed these platforms based on its scientific expertise and pioneering work with synthetic oligonucleotides as therapeutic agents. Using its TLR targeting technology, Idera designs synthetic oligonucleotide-based drug candidates to modulate the activity of specific TLRs. Using its nucleic acid chemistry technology, Idera is developing drug candidates to turn off the messenger RNA, or mRNA, associated with disease causing genes. Idera believes that its nucleic acid chemistry technology may potentially reduce the immunotoxicity and increase the potency of earlier generation antisense and RNA interference, or RNAi, technologies.

Idera's business strategy is focused on the clinical development of drug candidates for oncology and rare diseases characterized by small, well-defined patient populations with serious unmet medical needs. Idera believes it can develop and commercialize these targeted therapies on its own. To the extent Idera seeks to develop drug candidates for broader disease indications, it has entered into and may explore additional collaborative alliances to support development and commercialization.

Idera's common stock is traded on the Nasdaq Global Select Market (the "*Nasdaq*") under the symbol "IDRA."

The principal executive offices of Idera are located at 167 Sidney Street, Cambridge, Massachusetts 02139, and its telephone number is (617) 679-5500. Idera maintains another office at 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341.

BioCryst Pharmaceuticals, Inc. (see page 33)

BioCryst is a biotechnology company that designs, optimizes and develops novel small molecule drugs that block key enzymes involved in the pathogenesis of diseases. BioCryst focuses on the treatment of rare diseases in which significant unmet medical needs exist and align with BioCryst's capabilities and expertise. BioCryst integrates the disciplines of biology, crystallography, medicinal chemistry and computer modeling to discover and develop small molecule pharmaceuticals through the process known as structure-guided drug design. Structure-guided drug design is a drug discovery

Table of Contents

approach by which BioCryst designs synthetic compounds from detailed structural knowledge of the active sites of enzyme targets associated with particular diseases. BioCryst uses X-ray crystallography, computer modeling of molecular structures and advanced chemistry techniques to focus on the three-dimensional molecular structure and active site characteristics of the enzymes that control cellular biology. Enzymes are proteins that act as catalysts for many vital biological reactions. BioCryst's goal generally is to design a compound that will fit in the active site of an enzyme and thereby prevent its catalytic activity.

BioCryst's common stock is traded on the Nasdaq under the symbol "BCRX."

The principal executive offices of BioCryst are located at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703, and its telephone number is (919) 859-1302.

Island Merger Sub, Inc. (see page 34)

Island Merger Sub, Inc. is a Delaware corporation and wholly owned subsidiary of Holdco formed for the sole purpose of effecting the Idera merger.

Boat Merger Sub, Inc. (see page 34)

Boat Merger Sub, Inc. is a Delaware corporation and wholly owned subsidiary of Holdco formed for the sole purpose of effecting the BioCryst merger.

The Mergers

A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus. Idera and BioCryst encourage you to read the entire merger agreement carefully because it is the principal document governing the mergers. For more information on the merger agreement, see the section entitled "The Merger Agreement" beginning on page 116 of this joint proxy statement/prospectus.

Effects of the Mergers (see page 53)

Subject to the terms and conditions of the merger agreement, at the effective time of the mergers:

- Merger Sub A, a Delaware corporation that was formed on January 16, 2018 as a wholly owned subsidiary of Holdco for the sole purpose of effecting the mergers, will be merged with and into Idera, with Idera surviving the Idera merger as a wholly owned subsidiary of Holdco; and

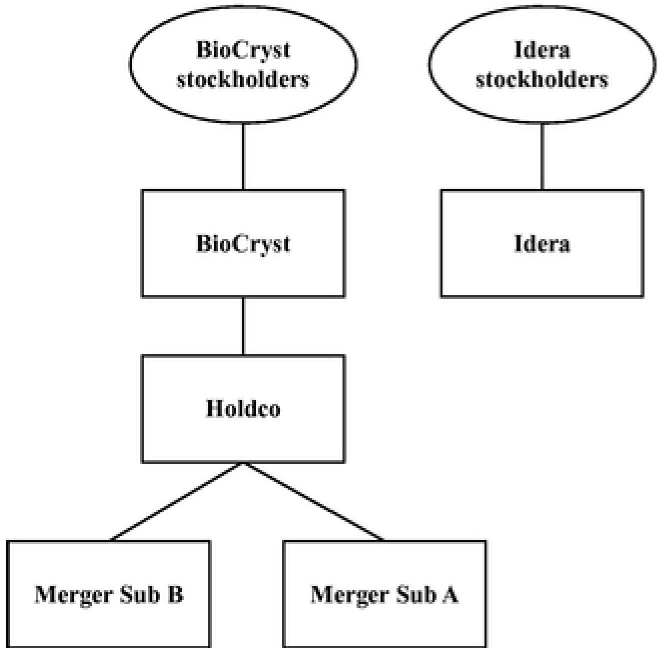
- Merger Sub B, a Delaware corporation that was formed on January 16, 2018 as a wholly owned subsidiary of Holdco for the sole purpose of effecting the mergers, will be merged with and into BioCryst, with BioCryst surviving the BioCryst merger as a wholly owned subsidiary of Holdco.

As a result, among other things, (1) Holdco will become the ultimate parent of Idera, BioCryst and their respective subsidiaries, (2) existing holders of Idera common stock and Idera preferred stock will receive shares of Holdco common stock and (3) existing holders of BioCryst common stock will receive shares of Holdco common stock, in accordance with the terms of the merger agreement. Upon completion of the mergers, BioCryst and Idera, and their respective subsidiaries, will operate as a combined company under the name Valenscion Incorporated.

Table of Contents

The organization of BioCryst, Idera and Holdco before and after the mergers is illustrated below:

Prior to the Mergers



The Mergers

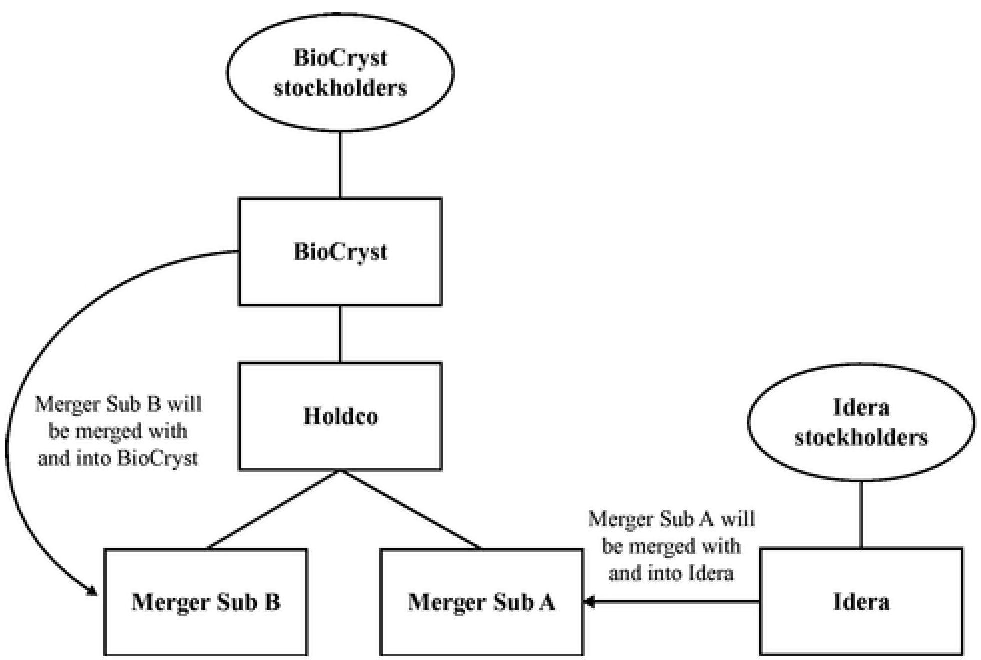
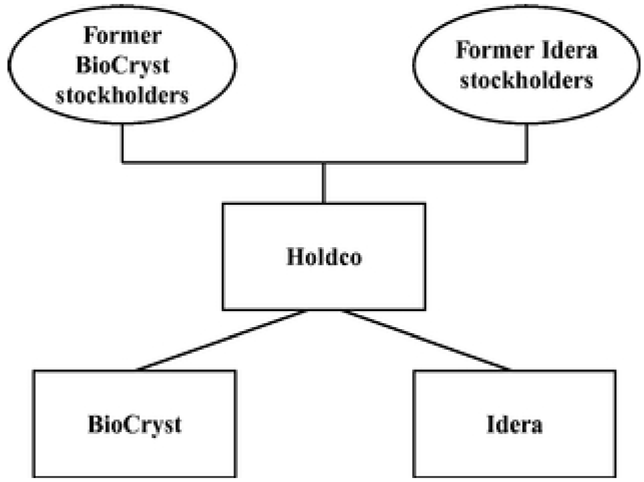


Table of Contents

After the Mergers



U.S. Federal Income Tax Consequences of the Mergers (see page 137)

It is a condition to BioCryst's obligation to complete the BioCryst merger that BioCryst receive an opinion from Skadden, dated as of the closing date, to the effect that the BioCryst merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code or, alternatively, the mergers together will be treated as an "exchange" described in Section 351 of the Code. It is a condition to Idera's obligation to complete the Idera merger that Idera receive an opinion from Latham, dated as of the closing date, to the effect that the mergers together will be treated as an "exchange" described in Section 351 of the Code. Assuming the mergers are treated for U.S. federal income tax purposes as described above, a U.S. holder of BioCryst common stock or Idera common stock will not recognize any gain or loss for U.S. federal income tax purposes upon the exchange of shares of BioCryst common stock or Idera common stock for shares of Holdco common stock in the BioCryst merger or the Idera merger, respectively, except with respect to cash received by BioCryst and Idera stockholders in lieu of fractional shares of Holdco common stock.

Please carefully review the information set forth in the section entitled "U.S. Federal Income Tax Consequences of the Mergers" beginning on page 137 of this joint proxy statement/prospectus for a discussion of the U.S. federal income tax consequences of the mergers. Please consult your own tax advisors as to the specific tax consequences to you of the mergers.

Recommendation of the Idera Board (see page 44)

After careful consideration, the Idera board unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers, are fair, advisable, and in the best interests of Idera and its stockholders. For more information regarding the factors considered by the Idera board in reaching its decision to approve the merger agreement, see the section entitled "The Mergers—Idera's Reasons for the Mergers; Recommendation of the Idera Board" beginning on page 67 of this joint proxy statement/prospectus.

The Idera board unanimously recommends that Idera stockholders vote "FOR" the proposal to approve the merger agreement and the transactions contemplated thereby, including the mergers, and "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

Recommendation of the BioCryst Board (see page 71)

After careful consideration, BioCryst's board unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers, are fair, advisable and in the best interests of BioCryst and its stockholders. For more information regarding the factors considered by the BioCryst board in reaching its decision to approve the merger agreement, see the section entitled "The Mergers—BioCryst's Reasons for the Mergers; Recommendation of the BioCryst Board" beginning on page 71 of this joint proxy statement/prospectus.

The BioCryst board unanimously recommends that BioCryst stockholders vote "FOR" the proposal to adopt the merger agreement and the transactions contemplated thereby, including the mergers, "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers and "FOR" the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

Opinion of Idera's Financial Advisor—Goldman Sachs (see page 84)

At a meeting of the Idera board held on January 21, 2018, Goldman, Sachs & Co. LLC ("*Goldman Sachs*") delivered to the Idera board its oral opinion, subsequently confirmed in writing, to the effect that, as of January 21, 2018 and based upon and subject to the factors and assumptions set forth in Goldman Sachs' written opinion, the Idera exchange ratio of 0.20 shares of Holdco common stock for each share of Idera common stock pursuant to the merger agreement was fair from a financial point of view to the holders (other than BioCryst and its affiliates) of shares of Idera common stock.

The full text of the written opinion of Goldman Sachs, dated January 21, 2018, which sets forth the assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the opinion, is attached as Annex B to this joint proxy statement/prospectus. The summary of Goldman Sachs' opinion contained in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of Goldman Sachs' written opinion. Goldman Sachs' advisory services and opinion were provided for the information and assistance of the Idera board in connection with its consideration of the transactions contemplated by the merger agreement and the opinion does not constitute a recommendation as to how any holder of shares of Idera common stock should vote with respect to the transactions contemplated by the merger agreement or any other matter.

Pursuant to an engagement letter between Idera and Goldman Sachs, Idera has agreed to pay Goldman Sachs for its services in connection with the transactions contemplated by the merger agreement an aggregate fee of $7.0 million, $0.7 million of which became payable at announcement, and the remainder of which is contingent upon consummation of the transactions contemplated by the merger agreement.

For further information, see the section entitled "The Mergers—Opinion of Idera's Financial Advisor—Goldman Sachs" beginning on page 84 of and Annex B to this joint proxy statement/prospectus.

Opinion of BioCryst's Financial Advisor—J.P. Morgan (see page 94)

BioCryst retained J.P. Morgan Securities LLC ("*J.P. Morgan*") to act as financial advisor to BioCryst in connection with the mergers. At the meeting of the BioCryst board on January 21, 2018, J.P. Morgan rendered its oral opinion to the BioCryst board that, as of such date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by J.P. Morgan in preparing the opinion, the BioCryst exchange ratio of 0.50 shares of Holdco common stock for each share of BioCryst common stock pursuant to the merger agreement was fair, from a financial point of view, to the holders of shares of BioCryst common stock. J.P. Morgan confirmed this oral opinion by delivering its written opinion to the BioCryst board, dated January 21, 2018.

The full text of the written opinion of J.P. Morgan, dated January 21, 2018, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken by J.P. Morgan in preparing the opinion, is attached as Annex C to this joint proxy statement/prospectus and is incorporated herein by reference. BioCryst stockholders are urged to read the opinion in its entirety. J.P. Morgan's written opinion was addressed to the BioCryst board (in its capacity as such) in connection with and for the purposes of its evaluation of the mergers, was directed only to the BioCryst exchange ratio in the proposed BioCryst merger and did not address any other aspect of the mergers. The opinion does not constitute a recommendation to any stockholder of BioCryst as to how such stockholder should vote with respect to the mergers or any other matter.

For a description of the opinion that the BioCryst board received from J.P. Morgan, see the section entitled "The Mergers—Opinion of BioCryst's Financial Advisor—J.P. Morgan" beginning on page 94 of this joint proxy statement/prospectus.

Pursuant to an engagement letter between BioCryst and J.P. Morgan, BioCryst has agreed to pay J.P. Morgan for its services in connection with the transactions contemplated by the merger agreement an aggregate fee of $7.0 million, $2.0 million of which became payable to J.P. Morgan for advisory services rendered up until the time J.P. Morgan delivered its opinion, and the remainder of which is contingent upon the consummation of the mergers.

Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers (see page 99)

In considering the recommendation of the Idera board, Idera stockholders should be aware that certain of Idera's executive officers, directors and certain of their affiliates have interests in the mergers that may be different from, or in addition to, those of the Idera stockholders generally. These interests may present such executive officers, directors and certain of their affiliates with actual or potential conflicts of interest. The Idera board was aware of these interests during its deliberations on the merits of the mergers and in deciding to recommend that Idera stockholders vote for the Idera proposals. For additional information on the interests of Idera's directors, officers and certain of their affiliates in the mergers, see "The Mergers—Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers" beginning on page 99 of this joint proxy statement/prospectus.

Interests of BioCryst Directors and Executive Officers in the Mergers (see page 106)

In considering the recommendation of the BioCryst board, BioCryst stockholders should be aware that certain of BioCryst's executive officers and directors have interests in the mergers that may be different from, or in addition to, those of the BioCryst stockholders generally. These interests may present such executive officers and directors with actual or potential conflicts of interest. The BioCryst board was aware of these interests during its deliberations on the merits of the mergers and in deciding to recommend that BioCryst stockholders vote for the BioCryst proposals. For additional information on the interests of BioCryst's directors and officers in the mergers, see "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers" beginning on page 106 of this joint proxy statement/prospectus.

Table of Contents

Holdco Board, Management and Certain Governance Matters Following the Mergers (see page 114)

Immediately following the effective time of the mergers, the board of the combined company will consist of nine members, including: Vincent J. Milano, a director and the current chief executive officer of Idera, James A. Geraghty, the current chairman of the Idera board, Maxine Gowen, Ph.D., a director of Idera, Mark Goldberg, M.D., a director of Idera, Jon P. Stonehouse, a director and the current chief executive officer of BioCryst, Robert A. Ingram, the current chairman of the BioCryst board, Nancy Hutson, Ph.D., a director of BioCryst, Kenneth B. Lee, Jr., a director of BioCryst, and one person to be mutually agreed to by the Idera board and the BioCryst board who shall not be a director, officer or affiliate of either Idera or BioCryst. All directors, other than Messrs. Milano and Stonehouse, will qualify as "independent directors" under the Nasdaq rules.

Upon completion of the mergers, Mr. Ingram will serve as the chairman of the board of the combined company, and Mr. Milano will serve as the chief executive officer of the combined company.

The corporate headquarters for the combined company and its subsidiaries will be located in Exton, Pennsylvania, and the primary location for research and development for the combined company and its subsidiaries will be located in Birmingham, Alabama.

Regulatory Clearances Required for the Mergers (see page 114)

BioCryst and Idera have each agreed to take certain actions in order to obtain the regulatory clearances required to complete the mergers. Required regulatory clearances include expiration or termination of the required waiting period under the Hart-Scott Rodino Antitrust Improvement Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "*HSR Act*"), following required notifications and review by either the Federal Trade Commission (the "*FTC*") or the Antitrust Division of the U.S. Department of Justice (the "*Antitrust Division*"). On February 2, 2018, each of BioCryst and Idera filed its notification under the HSR Act. On February 15, 2018, the FTC notified Idera and BioCryst that their request for early termination of the applicable waiting period was granted, thereby satisfying the condition under the merger agreement relating to the expiration or termination of the applicable waiting period under the HSR Act.

The antitrust and competition laws of certain foreign countries often apply to transactions such as the mergers, and notifications may be required when such laws are applicable. However, BioCryst and Idera do not believe that any such foreign antitrust filings are required in connection with the mergers, and accordingly, the obligations of BioCryst and Idera to consummate the mergers are not subject to conditions precedent related to any such foreign antitrust filings.

Amended and Restated Certificate of Incorporation of Holdco (see page 99)

The amended and restated certificate of incorporation of Holdco (the "*Holdco charter*") will be in substantially the same form attached as Annex D to this joint proxy statement/prospectus. Please see the section entitled "Comparison of Rights of Idera Stockholders, BioCryst Stockholders and Holdco Stockholders" beginning on page 164 of this joint proxy statement/prospectus for a discussion of the Holdco charter.

Completion of the Mergers (see page 117)

BioCryst and Idera are working to complete the mergers as soon as practicable and expect the closing of the mergers to occur in the third quarter of 2018. However, the mergers are subject to the satisfaction or waiver of various conditions, and it is possible that factors outside the control of BioCryst and Idera could result in the mergers being completed at a later time or not at all. There may be a substantial amount of time between the BioCryst and Idera special meetings and the completion of the mergers.

The Merger Agreement

Merger Consideration (see page 116)

At the effective time of the mergers, each issued and outstanding share of Idera common stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive 0.20 fully paid and nonassessable shares of Holdco common stock, with cash paid in lieu of fractional shares.

At the effective time of the mergers, each issued and outstanding share of Idera preferred stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive an amount of fully paid and nonassessable shares of Holdco common stock equal to (i) $1.00 divided by the 20-trading-day average trading price of Idera common stock, ending with the trading day prior to the third day prior to the closing date, multiplied by (ii) 0.20, with cash paid in lieu of fractional shares.

At the effective time of the mergers, each issued outstanding share of BioCryst common stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by BioCryst as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive 0.50 fully paid and nonassessable shares of Holdco common stock, with cash paid in lieu of fractional shares.

No Solicitation of Competing Proposals (see page 123)

The merger agreement prohibits BioCryst and Idera from soliciting or engaging in discussions or negotiations with a third party with respect to a proposal for a competing transaction, including the acquisition of a significant interest in BioCryst common stock or assets or Idera common stock or assets. However, if, prior to obtaining approval from its stockholders, BioCryst or Idera, as the case may be, receives an unsolicited written proposal from a third party for a competing transaction that the BioCryst board or the Idera board, as applicable, among other things, determines in good faith (i) after consultation with its outside legal and financial advisors, is reasonably likely to lead to a proposal that is superior to the mergers and (ii) after consultation with its outside legal advisors, the failure to enter discussions regarding such proposal would constitute a breach of its fiduciary obligations under applicable law, BioCryst or Idera, as applicable, may furnish non-public information to and enter into discussions with, and only with, that third party regarding such competing transaction.

Treatment of Idera Stock Options and Warrants (see page 128)

Idera Stock Options. As of the effective time of the mergers, each Idera stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will be assumed by Holdco and converted into a Holdco stock option. In addition, each such stock option will vest in full, other than Idera stock options held by an individual who is a party to a Severance and Change of Control Agreement (each, a "*Severance and Change of Control Agreement*"). Each converted Holdco stock option will be subject to the same terms and conditions (other than, in the case described above, vesting) as applied to the original Idera stock option immediately prior to the effective time of the mergers, except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the Idera stock option multiplied by the Idera exchange ratio (0.20), at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the Idera stock option divided by the Idera exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement.

Idera Warrants. At the effective time of the mergers, each outstanding Idera warrant and Idera pre-funded warrant to purchase shares of Idera common stock ("*Idera warrants*") will be assumed by Holdco and converted into a warrant to acquire Holdco common stock on the same terms and conditions as applied to the Idera warrants immediately prior to the completion of the mergers, except that each Idera warrant and Idera pre-funded warrant (i) will cover a number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares of Idera common stock subject to the Idera warrant or Idera pre-funded warrant, as applicable, multiplied by 0.20, and (ii) will have an exercise price per share of Holdco common stock (rounded up to the nearest whole cent) equal to the per share exercise price of the Idera warrant or Idera pre-funded warrant, as applicable, divided by 0.20.

Treatment of BioCryst Stock Options and RSUs (see page 129)

BioCryst Stock Options. As of the effective time of the mergers, each BioCryst stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will vest in full and be assumed by Holdco and converted into a Holdco stock option. Each converted option will be subject to the same terms and conditions (other than vesting) as applied to the original BioCryst stock option immediately prior to the effective time of the mergers, except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the BioCryst stock option multiplied by the BioCryst exchange ratio (0.50), at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the BioCryst stock option divided by BioCryst exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement.

BioCryst RSUs. As of the effective time of the mergers, each restricted stock unit covering BioCryst common stock (a "*BioCryst RSU*") that is outstanding immediately prior to the effective time of the mergers will be assumed by Holdco and will vest in full and be converted into a restricted stock unit covering Holdco common stock (a "*Holdco RSU*"). Each converted Holdco RSU will be subject to the same terms and conditions (other than vesting) as applied to the original BioCryst RSU immediately prior to the effective time of the mergers, except that it will be a restricted stock unit to acquire that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the BioCryst RSU multiplied the BioCryst exchange ratio.

Conditions to Completion of the Mergers (see page 131)

Each party's obligation to consummate the mergers is conditioned upon the satisfaction (or, to the extent permitted by applicable law, waiver by such party) at or prior to the closing of the mergers of each of the following:

- adoption of the merger agreement by holders of a majority of the issued outstanding shares of each of Idera common stock and BioCryst common stock entitled to vote thereon;
- authorization of the listing on the Nasdaq of the shares of Holdco common stock to be issued to Idera stockholders and BioCryst stockholders pursuant to the mergers, subject to official notice of issuance;
- effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part and the absence of a stop order in respect thereof;

- absence of any law, order, injunction, decree, statute, rule or regulation by a governmental entity that prohibits, restrains or makes illegal the consummation of the mergers; and

- the waiting period (and any extension thereof) applicable to the mergers under the HSR Act having expired or been earlier terminated, and any other antitrust, competition, investment, trade regulation or similar approval required under law having been obtained prior to the closing.

In addition, the obligations of each of BioCryst and Holdco, on the one hand, and Idera, on the other hand, to effect the mergers is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of the other party, other than the representations related to corporate organization, capitalization, the authority with respect to the execution, delivery, and performance of the merger agreement and the due and valid authorization and enforceability of the merger agreement, the fees payable to a financial advisor, broker or finder in connection with the transactions under the merger agreement, the delivery of an opinion from such party's financial advisor, and with respect to BioCryst only, the representation that none of Holdco, Merger Sub A or Merger Sub B has engaged in any business activity other than in connection with the merger agreement, and the non-occurrence of any event or development having a "*material adverse effect*" (as defined in "The Merger Agreement—Representations and Warranties" beginning on page 118 of this joint proxy statement/prospectus) on the other party since October 1, 2017, will be true and correct in all respects (without giving effect to any "*materiality*" (as defined in "The Merger Agreement—Representations and Warranties" beginning on page 118 of this joint proxy statement/prospectus) or material adverse effect qualifications contained in such representations and warranties) as of the closing date (other than those representations and warranties that address matters only as of a particular date, which need only be true and correct as of such date), except to the extent that any failures of such representations and warranties to be so true and correct, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect;

- the representations and warranties of the other party relating to corporate organization, the authority with respect to the execution, delivery, and performance of the merger agreement and the due and valid authorization and enforceability of the merger agreement, the fees payable to a financial advisor, broker or finder in connection with the transactions under the merger agreement, the delivery of an opinion from such party's financial advisor, and with respect to BioCryst only, the representation that none of Holdco, Merger Sub A or Merger Sub B has engaged in any business activity other than in connection with the merger agreement, will be true and correct in all material respects (without giving effect to any materiality or material adverse effect qualifications contained in such representations and warranties) as of the closing date (except to the extent such representations or warranties address matters only as of a particular date, which need only be true and correct as of such date);

- the representation and warranties of the other party relating to capitalization are true and correct in all respects as of the closing date (except to the extent such representations or warranties address matters only as of a particular date, which need only be true and correct as of such date), except for *de minimis* inaccuracies;

- the representation and warranty of the other party relating to the non-occurrence of any event or development having a material adverse effect on the other party since October 1, 2017, will be true and correct in all respects as of the date of the merger agreement and as of the closing date;

- receipt of a certificate executed by an executive officer of the other party certifying as to the satisfaction of the conditions described in the preceding four bullet points;
- the other party (and, in the case of BioCryst, Holdco) having performed or complied with, in all material respects, all of its obligations under the merger agreement at or prior to the closing of the mergers and the other party shall have delivered a certificate executed by an executive officer of the other party certifying as to the satisfaction of this condition;
- no change, event, development, condition, circumstance or effect will have occurred since the date of the merger agreement that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the other party;
- with respect to BioCryst's and Holdco's obligations, BioCryst's receipt of an opinion from Skadden to the effect that the BioCryst merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code or, alternatively, the mergers together will be treated as an "exchange" described in Section 351 of the Code; and
- with respect to Idera's obligation, Idera's receipt of an opinion from Latham to the effect that the mergers together will be treated as an "exchange" described in Section 351 of the Code.

Termination of the Merger Agreement (see page 133)

BioCryst and Idera may mutually agree to terminate the merger agreement at any time. Either company may also terminate the merger agreement if the mergers are not completed by July 21, 2018 (regardless of whether such date is before or after the stockholders of the party approve the transactions). See the section entitled "The Merger Agreement—Termination of the Merger Agreement" beginning on page 133 of this joint proxy statement/prospectus for a discussion of these and other rights of each of BioCryst and Idera to terminate the merger agreement.

Expenses and Termination Fees (see page 134)

Generally, all fees and expenses incurred in connection with the merger agreement and the transactions contemplated by the merger agreement will be paid by the party incurring those expenses, subject to the specific exceptions discussed in this joint proxy statement/prospectus where (i) BioCryst may be required to pay a termination fee of $25 million to Idera and Idera may be required to pay a termination fee of $25 million to BioCryst and (ii) either company may be required to pay the other company a fixed expense reimbursement amount of $6 million. See the section entitled "The Merger Agreement—Expenses and Termination Fees; Liability for Breach" beginning on page 134 of this joint proxy statement/prospectus for a discussion of the circumstances under which such termination fee will be required to be paid.

Voting and Support Agreements (see pages 37 and 45)

Simultaneously with the execution of the merger agreement, each of BioCryst and Idera entered into a voting and support agreement with affiliates of Baker Brothers. Baker Brothers and its affiliates own approximately 14% of issued and outstanding BioCryst common stock and approximately 18% of issued and outstanding Idera common stock. Pursuant to the voting and support agreements, Baker Brothers has agreed, among other things, to vote its shares of BioCryst common stock and Idera common stock in favor of the adoption of the merger agreement at each of the BioCryst special meeting and the Idera special meeting respectively. In addition, Baker Brothers has agreed to be present at each of the BioCryst special meeting and the Idera special meeting for purposes of establishing a quorum.

Accounting Treatment (see page 140)

Holdco prepares its financial statements in accordance with accounting principles generally accepted in the United States ("*GAAP*"). The mergers will be accounted for using the acquisition method of accounting. Although the business combination of Idera and BioCryst is a "merger of equals," GAAP requires that one of the two companies in the merger be designated as the acquirer for accounting purposes based on the evidence available. Accordingly, Idera will be treated as the acquirer for accounting purposes. In identifying Idera as the acquiring entity, the companies took into account the structure of the transaction, the composition of the governing body of the combined company and the designation of certain senior management positions of the combined company. As a result, the historical financial statements of Idera will become the historical financial statements of the combined company.

No Appraisal Rights (see page 169)

Under the DGCL, none of the holders of shares of Idera common stock, Idera preferred stock or BioCryst common stock are entitled to exercise any appraisal rights in connection with the mergers or the other transactions contemplated by the merger agreement.

Litigation Related to the Mergers (see page 115)

Since the announcement on January 22, 2018 of the execution of the merger agreement, three putative class action complaints have been filed in connection with the mergers. On March 6, 2018 plaintiff Melvin Klein filed a lawsuit captioned *Klein v. BioCryst Pharmaceuticals, Inc., et al.*, No. 1:18-cv-00358, in United States District Court for the District of Delaware, naming BioCryst, members of the BioCryst board, Idera, Holdco, Merger Sub A and Merger Sub B as defendants. On March 14, 2018, plaintiff Lisa Raatz filed a lawsuit captioned *Raatz v. Idera Pharmaceuticals, Inc., et al.*, No. 1:18-cv-10485, in United States District Court for the District of Massachusetts, naming Idera, members of the Idera board, BioCryst, Holdco, Merger Sub A and Merger Sub B as defendants. On March 22, 2018, plaintiff Ricky Cohen filed a lawsuit captioned *Cohen v. Idera Pharmaceuticals, Inc., et al.,* No. 1:18-cv-00428, in United States District Court for the District of Delaware, naming Idera and members of the Idera board as defendants.

Risk Factors (see page 22)

In deciding how to vote your shares of Idera common stock or BioCryst common stock, you should read carefully this entire joint proxy statement/prospectus, including the documents incorporated by reference herein and the annexes and exhibits hereto, and in particular, you should read the "Risk Factors" section beginning on page 22 of this joint proxy statement/prospectus. See also "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus.

Comparison of Rights of Idera Stockholders, BioCryst Stockholders and Holdco Stockholders (see page 164)

Idera stockholders and BioCryst stockholders receiving merger consideration will have rights different from their rights prior to the effective time of the mergers once they become stockholders of the combined company due to differences between the governing corporate documents of Idera and BioCryst, respectively, and the proposed governing corporate documents of Holdco. Please see the section entitled "Comparison of Rights of Idera Stockholders, BioCryst Stockholders and Holdco Stockholders" beginning on page 164 of this joint proxy statement/prospectus for a discussion of these differences.

Table of Contents

Listing of Holdco Common Stock; De-Listing and Deregistration of Idera Stock and BioCryst Stock (see page 115)

It is a condition to the completion of the mergers that the shares of Holdco common stock to be issued to Idera stockholders and BioCryst stockholders pursuant to the mergers be authorized for listing, and Idera and BioCryst have agreed to use their reasonable best efforts to cause such shares to be listed, on the Nasdaq subject to official notice of issuance. Upon completion of the mergers, shares of Idera common stock and shares of BioCryst common stock currently listed on the Nasdaq will cease to be listed on the Nasdaq and will be subsequently deregistered under the Exchange Act.

The Idera Special Meeting (see page 44)

The Idera special meeting is scheduled to be held at Idera'a offices located at 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341 on July 10, 2018 at 10:00 a.m., Eastern Time, subject to any adjournments or postponements thereof. The Idera special meeting is being held in order to consider and vote on:

- the proposal to adopt the merger agreement, which is further described in the sections titled "The Mergers" and "The Merger Agreement," beginning on pages 53 and 116, respectively, of this joint proxy statement/prospectus; and
- the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

Only holders of record of Idera common stock at the close of business on May 29, 2018, the record date for the Idera special meeting, are entitled to notice of, and to vote at, the Idera special meeting or any adjournments or postponements thereof. At the close of business on the Idera record date, 217,310,991 shares of Idera common stock were issued and outstanding, approximately 18% of which were held by Idera's directors and executive officers and their affiliates. We currently expect that Idera's directors and executive officers will vote their shares in favor of each proposal being submitted to a vote of the Idera stockholders at the Idera special meeting, although no director or executive officer has entered into any agreement obligating him or her to do so.

You may cast one vote for each share of Idera common stock you own. The proposal to adopt the merger agreement requires the affirmative vote of the holders of a majority of the issued and outstanding shares of Idera common stock entitled to vote on the proposal. Assuming a quorum is present, approval of, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers requires the affirmative vote of the holders of a majority of the shares of Idera common stock present represented in person or by proxy at the Idera special meeting and voting on the proposal, although such vote will not be binding on Idera, the Idera board or any of its committees, or, following completion of the mergers, the combined company.

If a quorum is not present, the Idera special meeting may be adjourned by the chairman of the Idera special meeting, to reconvene at the same or another place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

The BioCryst Special Meeting (see page 35)

The BioCryst special meeting is scheduled to be held at BioCryst's corporate offices at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703 on July 10, 2018 at 10:00 a.m.,

Table of Contents

Eastern Time, subject to any adjournments or postponements thereof. The BioCryst special meeting is being held in order to consider and vote on:

- the proposal to adopt the merger agreement, which is further described in the sections titled "The Mergers" and "The Merger Agreement," beginning on pages 53 and 116, respectively, of this joint proxy statement/prospectus;

- the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers; and

- the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

Only holders of record of BioCryst common stock at the close of business on May 29, 2018, the record date for the BioCryst special meeting, are entitled to notice of, and to vote at, the BioCryst special meeting or any adjournments or postponements thereof. At the close of business on the BioCryst record date, 98,821,091 shares of BioCryst common stock were issued and outstanding, approximately 1% of which were held by BioCryst's directors and executive officers and their affiliates. We currently expect that BioCryst's directors and executive officers will vote their shares in favor of each proposal being submitted to a vote of the BioCryst stockholders at the BioCryst special meeting, although no director or executive officer has entered into any agreement obligating him or her to do so.

You may cast one vote for each share of BioCryst common stock you own. The proposal to adopt the merger agreement requires the affirmative vote of the holders of a majority of the issued and outstanding shares of BioCryst common stock entitled to vote on the proposal. Assuming a quorum is present, approval of, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers requires the affirmative vote of the holders of a majority of the shares of BioCryst common stock present in person or represented by proxy, at the BioCryst special meeting and voting on the proposal, although such vote will not be binding on BioCryst, the BioCryst board or any of its committees, or, following completion of the mergers, the combined company. Approval of the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement requires the affirmative vote of holders of a majority of the issued and outstanding shares of BioCryst common stock present in person or represented by proxy at the BioCryst special meeting and voting on the proposal, assuming a quorum is present.

If a quorum is not present, the BioCryst special meeting may be adjourned by the vote of the holders of a majority of the shares of BioCryst common stock present or represented by proxy and entitled to vote, to reconvene at the same or another place. If a quorum is present at the BioCryst special meeting but there are not sufficient votes at the time of the BioCryst special meeting to adopt the merger agreement, then BioCryst stockholders may be asked to vote on the BioCryst adjournment proposal. Notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Table of Contents

SUMMARY HISTORICAL FINANCIAL DATA

Summary Historical Financial Data of Idera

The following statement of operations and comprehensive loss data for the years ended December 31, 2017, 2016 and 2015 and the balance sheet data as of December 31, 2017 and 2016 have been derived from the audited financial statements of Idera contained in its Annual Report on Form 10-K for the fiscal year ended December 31, 2017, which is incorporated into this joint proxy statement/prospectus by reference. The statement of operations data and comprehensive loss data for the years ended December 31, 2014 and 2013 and the balance sheet data as of December 31, 2015, 2014 and 2013 have been derived from the audited financial statements of Idera not incorporated into this joint proxy statement/prospectus by reference.

The statement of operations and comprehensive loss data for the three months ended March 31, 2018 and 2017 and the balance sheet data as of March 31, 2018 have been derived from Idera's unaudited interim financial statements contained in its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018, which is incorporated into this joint proxy statement/prospectus by reference. The financial data as of March 31, 2017 are derived from Idera's unaudited financial statements from Idera's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017, which is not incorporated by reference into this joint proxy statement/prospectus. These interim financial statements are unaudited, but, in the opinion of Idera's management, contain all adjustments necessary to present fairly Idera's financial position, results of operations and cash flows for the periods indicated.

The information set forth below is only a summary and it is not necessarily indicative of the results of future operations of Idera, nor does it include the effects of the mergers. Interim results for the three months ended as of March 31, 2018 are not necessarily indicative of, and are not projections for, the results to be expected for the fiscal year ended December 31, 2018.

You should read this summary historical financial data together with the financial statements that are incorporated by reference into this joint proxy statement/prospectus and their accompanying notes and management's discussion and analysis of financial condition and results of operations of Idera contained in such reports.

Table of Contents

	Year Ended December 31,					Three Months Ended March 31,	
	2017	2016	2015	2014	2013	2018	2017
	(In thousands, except share and per share data)						
Statement of Operations and Comprehensive Loss Data:							
Alliance revenue	$ 902	$ 16,199	$ 249	$ 73	$ 47	$ 255	$ 378
Operating expenses:							
Research and development	50,653	39,824	33,699	27,493	10,475	13,556	11,485
General and administrative	16,716	15,132	15,396	11,332	7,741	6,979	4,081
Total operating expenses	67,369	54,956	49,095	38,825	18,216	20,535	15,566
Loss from operations	(66,467)	(38,757)	(48,846)	(38,752)	(18,169)	(20,280)	(15,188)
Other income (expense):							
Interest income	574	415	357	66	11	211	153
Interest expense	(50)	(80)	(105)	(27)	—	(7)	(16)
Foreign currency exchange gain (loss)	(41)	33	39	71	(68)	(19)	(6)
Net loss before extinguishment of convertible preferred stock, and preferred stock accretion and dividends	$ (65,984)	$ (38,389)	$ (48,555)	$ (38,642)	$ (18,226)	$ (20,095)	$ (15,057)
Loss on extinguishment of convertible preferred stock, and preferred stock accretion and dividends	—	—	—	519	2,866	—	—
Net loss applicable to common stockholders	$ (65,984)	$ (38,389)	$ (48,555)	$ (39,161)	$ (21,092)	$ (20,095)	$ (15,057)
Basic and diluted net loss per share applicable to common stockholders	$ (0.42)	$ (0.30)	$ (0.42)	$ (0.47)	$ (0.48)	$ (0.10)	$ (0.10)
Shares used in computing basic and diluted net loss per common share applicable to common stockholders	157,398	127,597	115,092	82,827	43,906	199,037	149,100
Net loss	(65,984)	(38,389)	(48,555)	(38,642)	(18,226)	(20,095)	(15,057)
Other comprehensive gain (loss):							
Unrealized gain (loss) on	17	117	(117)	(10)	(7)	—	16

available-for-sale securities							
Other comprehensive gain (loss):	17	117	(117)	(10)	(7)	—	16
Comprehensive loss	$ (65,967)	$ (38,272)	$ (48,672)	$ (38,652)	$ (18,233)	$ (20,095)	$ (15,041)

	As of December 31,					As of March 31,	
	2017	2016	2015	2014	2013	2018	2017
	(In thousands, except share and per share data)						
Balance Sheet Data:							
Cash, cash equivalents and investments	$ 112,629	$ 109,014	$ 87,157	$ 48,571	$ 35,592	$ 107,459	$ 91,262
Working capital	106,512	101,691	56,427	35,384	25,867	97,711	88,490
Total assets	118,417	113,231	92,276	51,426	36,867	111,751	97,573
Capital lease obligations	15	15	22	21	9	12	22
Note payable	209	501	762	870	—	131	431
Accumulated deficit	(604,494)	(538,470)	(500,081)	(451,526)	(412,884)	(624,589)	(553,568)
Total stockholders' equity	107,695	103,349	83,582	43,402	32,452	98,884	90,191

Table of Contents

Summary Historical Consolidated Financial Data of BioCryst

The following statement of operations data for the years ended December 31, 2017, 2016 and 2015 and the balance sheet data as of December 31, 2017 and 2016 have been derived from the audited consolidated financial statements of BioCryst contained in its Annual Report on Form 10-K for the fiscal year ended December 31, 2017, and any amendments thereto, which is incorporated into this joint proxy statement/prospectus by reference. The statement of operations data for the years ended December 31, 2014 and 2013 and the balance sheet data as of December 31, 2015, 2014 and 2013 have been derived from the audited financial statements of BioCryst not incorporated into this joint proxy statement/prospectus by reference.

The statement of operations and comprehensive loss data for the three months ended March 31, 2018 and 2017 and the balance sheet data as of March 31, 2018 have been derived from BioCryst's unaudited interim financial statements contained in its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018, which is incorporated into this joint proxy statement/prospectus by reference. The financial data as of March 31, 2017 are derived from BioCryst's unaudited financial statements from BioCryst's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017, which is not incorporated by reference into this joint proxy statement/prospectus. These interim financial statements are unaudited, but, in the opinion of BioCryst's management, contain all adjustments necessary to present fairly BioCryst's financial position, results of operations and cash flows for the periods indicated.

The information set forth below is only a summary and is not necessarily indicative of the results of future operations of BioCryst nor does it include the effects of the mergers. Interim results for the three months ended as of March 31, 2018 are not necessarily indicative of, and are not projections for, the results to be expected for the fiscal year ended December 31, 2018.

You should read this summary historical financial data together with the financial statements that are incorporated by reference into this joint proxy statement/prospectus and their accompanying notes and management's discussion and analysis of the financial condition and results of operations of BioCryst contained in such reports. For more information, see "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus.

	December 31,					March 31,	
	2017	2016	2015	2014	2013	2018	2017
	(In thousands, except per share amounts)						
Statement of Operations Data:							
Total revenues	$ 25,186	$ 26,353	$ 48,257	$ 13,608	$ 17,331	$ 3,976	$ 9,437
Cost of product sold	1,142	2,297	1,368	1	—	—	—
Research and development expenses	66,962	61,008	72,758	51,796	41,943	18,441	16,770
General and administrative expenses	13,933	11,253	13,047	7,461	6,007	7,609	3,058
Royalty expense	560	402	528	121	98	140	294
Loss from operations	(57,411)	(48,607)	(39,444)	(45,771)	(30,717)	(22,214)	(10,685)
Net loss	(65,782)	(55,144)	(43,019)	(45,189)	(30,108)	(25,777)	(14,219)
Basic and diluted net loss per share	$ (0.78)	$ (0.75)	$ (0.59)	$ (0.68)	$ (0.55)	$ (0.26)	$ (0.19)
Weighted average shares outstanding	84,451	73,699	72,901	66,773	55,216	98,592	75,167

Table of Contents

	December 31,					March 31,	
	2017	2016	2015	2014	2013	2018	2017
				(In thousands)			
Balance Sheet Data:							
Cash, cash equivalents and investments	$ 158,978	$ 65,122	$ 100,858	$ 114,038	$ 40,788	$ 137,505	$ 105,283
Receivables	6,117	8,768	6,243	9,490	2,115	5,694	9,564
Inventory	—	500	1,612	683	—	7	655
Total assets	178,259	89,847	122,359	134,238	45,791	155,372	129,513
Long-term deferred revenue	—	8,184	9,674	3,552	4,736	—	7,888
Non-recourse notes payable	28,682	28,243	27,804	27,364	26,925	28,792	28,353
Senior credit facility	23,214	22,777	—	—	—	21,611	22,887
Accumulated deficit	(631,843)	(566,061)	(510,917)	(467,898)	(422,709)	(656,494)	(580,280)
Total stockholders' equity (deficit)	83,767	1,578	47,724	75,635	(1,126)	62,054	38,530

Table of Contents

UNAUDITED EQUIVALENT AND COMPARATIVE PER SHARE DATA

Presented below are BioCryst's and Idera's historical per share data for the three months ended March 31, 2018 and the year ended December 31, 2017 and unaudited pro forma combined per share data for the three months ended March 31, 2018 and the year ended December 31, 2017. This information should be read together with the consolidated financial statements, in the case of BioCryst, the financial statements, in the case of Idera, and related notes of BioCryst and Idera that are incorporated by reference in this joint proxy statement/prospectus and with the unaudited pro forma combined financial data included under "Selected Unaudited Pro Forma Condensed Combined Financial Information of Idera and BioCryst" beginning on page 141 of this joint proxy statement/prospectus. The pro forma information is presented for illustrative purposes only and is not necessarily indicative of the operating results or financial position that would have occurred if the mergers had been completed as of the beginning of the periods presented, nor is it necessarily indicative of the future operating results or financial position of the combined company. The historical book value per share is computed by dividing total stockholders' equity (deficit) by the number of shares of common stock issued and outstanding at the end of the period. The pro forma income (loss) per share of the combined company is computed by dividing the pro forma income (loss) by the pro forma weighted average number of shares issued and outstanding. The pro forma book value per share of the combined company is computed by dividing total pro forma stockholders' equity (deficit) by the pro forma number of shares of common stock issued and outstanding at the end of the period. The unaudited pro forma equivalent per share financial information for each company is computed by multiplying the Holdco unaudited pro forma combined per share amounts by the respective exchange ratio (0.20 shares of Holdco common stock for each share of Idera common stock and 0.50 shares of Holdco common stock for each share of BioCryst common stock).

BioCryst-Historical	Three Months Ended March 31, 2018	Year Ended December 31, 2017
Loss per common share:		
Basic	$ (0.26)	$ (0.78)
Diluted	$ (0.26)	$ (0.78)
Book value per share of common stock	$ 0.63	$ 0.85
Dividends per share of common stock	—	—

Idera-Historical	Three Months Ended March 31, 2018	Year Ended December 31, 2017
Loss per common share:		
Basic	$ (0.10)	$ (0.42)
Diluted	$ (0.10)	$ (0.42)
Book value per share of common stock	$ 0.46	$ 0.55
Dividends per share of common stock	—	—

Holdco pro forma combined amounts	Three Months Ended March 31, 2018	Year Ended December 31, 2017
Earnings (Loss) per common share:		
Basic	$ (0.43)	$ (1.65)
Diluted	$ (0.43)	$ (1.65)
Book value per share of common stock	$ 6.19	N/A
Dividends per share of common stock	N/A	N/A

BioCryst unaudited pro forma equivalent per share data	Three Months Ended March 31, 2018	Year Ended December 31, 2017
Earnings per common share:		
Basic	$ (0.77)	$ (2.70)
Diluted	$ (0.77)	$ (2.70)
Book value per share of common stock	$ 11.61	N/A
Dividends per share of common stock	N/A	N/A

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This joint proxy statement/prospectus and the documents incorporated by reference into this joint proxy statement/prospectus contain, in addition to historical information, forward-looking statements within the meaning of the federal securities law regarding, among other things, future events or the future financial performance of Idera and BioCryst. Such statements are based upon current plans, estimates and expectations that are subject to various risks and uncertainties. The inclusion of forward-looking statements should not be regarded as a representation that such plans, estimates and expectations will be achieved. Words such as "anticipate," "expect," "project," "intend," "believe," "may," "will," "should," "plan," "could," "target," "contemplate," "estimate," "predict," "potential" and words and terms of similar substance used in connection with any discussion of future plans, actions or events identify forward-looking statements.

Forward-looking statements relating to the transactions contemplated by the merger agreement include, but are not limited to: statements about the benefits of the transactions contemplated by the merger agreement between Idera and BioCryst, including future financial and operating results; Idera's and BioCryst's plans, objectives, expectations and intentions; the expected timing of completion of the transactions contemplated by the merger agreement; and other statements relating to the mergers that are not historical facts. Forward-looking statements are based on information currently available to Idera and BioCryst and involve estimates, expectations and projections. Investors are cautioned that all such forward-looking statements are subject to risks and uncertainties, and important factors could cause actual events or results to differ materially from Idera's and BioCryst's plans. With respect to the transactions contemplated by the merger agreement between Idera and BioCryst, these factors, in addition to those set forth under "Risk Factors," beginning on page 22 of this joint proxy statement/prospectus, could include, but are not limited to: Idera or BioCryst may be unable to obtain stockholder approval as required for the mergers; conditions to the closing of the mergers may not be satisfied; the mergers may involve unexpected costs, liabilities or delays; the effect of the announcement of the mergers on the ability of Idera or BioCryst to retain and hire key personnel and maintain relationships with patients, doctors and others with whom Idera or BioCryst does business, or on Idera's or BioCryst's operating results and business generally; Idera's or BioCryst's respective businesses may suffer as a result of uncertainty surrounding the mergers and disruption of management's attention due to the mergers; the outcome of any legal proceedings related to the mergers; Idera or BioCryst may be adversely affected by other economic, business, and/or competitive factors; the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement; risks that the mergers disrupt current plans and operations and the potential difficulties in employee retention as a result of the mergers; the risk that Idera or BioCryst may be unable to obtain governmental and regulatory approvals required for the transactions, or that required governmental and regulatory approvals may delay the transactions or result in the imposition of conditions that could reduce the anticipated benefits from the transactions contemplated by the merger agreement or cause the parties to abandon the transactions contemplated by the merger agreement; risks that the anticipated benefits of the mergers or other commercial opportunities may otherwise not be fully realized or may take longer to realize than expected; the impact of legislative, regulatory, competitive and technological changes; risks relating to the value of the new holding company shares to be issued in the mergers; expectations for future clinical trials, the timing and potential outcomes of clinical studies and interactions with regulatory authorities; other risks to the consummation of the mergers, including the risk that the mergers will not be consummated within the expected time period or at all; the risk that the credit ratings of the combined company or its subsidiaries may be different from what the companies expect; economic and foreign exchange rate volatility; the continued strength of the medical and pharmaceutical markets; the timing, success and market reception for Idera's and BioCryst's products; the possibility of new technologies outdating Idera's or BioCryst's products; continued support of Idera's or BioCryst's products by influential medical professionals; reliance on and integration of information technology systems; the risks associated with assumptions the parties make in

Table of Contents

connection with the parties' critical accounting estimates and legal proceedings; and the potential of international unrest, economic downturn or effects of currencies, tax assessments, tax adjustments, anticipated tax rates, raw material costs or availability, benefit or retirement plan costs, or other regulatory compliance costs.

Additional factors that may affect the future results of Idera and BioCryst are set forth in their respective filings with the SEC, including each of Idera's and BioCryst's most recently filed Annual Report on Form 10-K and any amendments thereto, subsequent Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings with the SEC, which are available on the SEC's website at www.sec.gov. See in particular Item 1A of Idera's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 under the heading "Risk Factors" and Item 1A of BioCryst's Quarterly Report on Form 10-Q for the three months ended March 31, 2018, under the heading "Risk Factors." The risks and uncertainties described above and in Idera's most recent Annual Report on Form 10-K and BioCryst's most recent Quarterly Report on Form 10-Q, are not exclusive and further information concerning Idera and BioCryst and their respective businesses, including factors that potentially could materially affect their respective businesses, financial condition or operating results, may emerge from time to time. Readers should also carefully review the risk factors described in other documents that Idera and BioCryst file from time to time with the SEC.

Many of these risks, uncertainties and assumptions are beyond Idera's or BioCryst's ability to control or predict. Because of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements. Furthermore, forward-looking statements speak only as of the information currently available to the parties on the date they are made, and neither Idera nor BioCryst undertakes any obligation to update publicly or revise any forward-looking statements to reflect events or circumstances that may arise after the date of this communication. Nothing in this communication is intended, or is to be construed, as a profit forecast or to be interpreted to mean that earnings per Idera share or BioCryst share for the current or any future financial years or those of the combined company, will necessarily match or exceed the historical published earnings per Idera share or BioCryst share, as applicable. Neither Idera nor BioCryst gives any assurance (1) that either Idera, BioCryst or the combined company will achieve its expectations, or (2) concerning any result or the timing thereof, in each case, with respect to any regulatory action, administrative proceedings, government investigations, litigation, warning letters, consent decree, cost reductions, business strategies, earnings or revenue trends or future financial results. All subsequent written and oral forward-looking statements concerning Idera, BioCryst, the transactions contemplated by the merger agreement, the combined company or other matters and attributable to Idera or BioCryst or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements above.

Table of Contents

RISK FACTORS

In addition to the other information included and incorporated by reference in this joint proxy statement/prospectus, including the matters addressed in the section entitled "Cautionary Statement Regarding Forward-Looking Statements," you should carefully consider the following risks before deciding how to vote. In addition, you should read and consider the risks associated with each of the businesses of Idera and BioCryst because these risks will also affect the combined company. These risks can be found in the Annual Report on Form 10-K for the fiscal year ended December 31, 2017, in the case of Idera, and in the Annual Report on Form 10-K for the fiscal year ended December 31, 2017, and any amendments thereto, in the case of BioCryst, as such risks may be updated or supplemented in each company's subsequently filed Quarterly Reports on Form 10-Q or Current Reports on Form 8-K, which are incorporated by reference into this joint proxy statement/prospectus. You should also read and consider the other information in this joint proxy statement/prospectus and the other documents incorporated by reference in this joint proxy statement/prospectus. See the section entitled "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus.

Risk Factors Relating to the Mergers

BioCryst stockholders and Idera stockholders cannot be sure of the value of the merger consideration they will receive.

BioCryst stockholders and Idera stockholders will receive a fixed number of shares of Holdco common stock in the BioCryst merger and the Idera merger, respectively, rather than a number of shares of Holdco common stock with a particular fixed market value. The market values of BioCryst common stock and Idera common stock at the effective time may vary significantly from their prices on the date prior to the date the merger agreement was executed, the date of this joint proxy statement/prospectus or the date on which BioCryst stockholders and Idera stockholders vote on the proposal to adopt the merger agreement. Because the exchange ratios are fixed and will not be adjusted to reflect any changes in the market prices of BioCryst common stock or Idera common stock, the market value of the Holdco common stock issued in the BioCryst merger or the Idera merger, as applicable, and the BioCryst common stock and Idera common stock surrendered in the BioCryst merger and the Idera merger, respectively, may be higher or lower than the values of these shares on earlier dates. All of the merger consideration to be received by BioCryst stockholders and Idera stockholders will be Holdco common stock (other than cash in lieu of fractional shares received by BioCryst stockholders and Idera stockholders). At the time of the special meetings, BioCryst stockholders and Idera stockholders will not know or be able to determine the value of the Holdco common stock they may receive upon completion of the mergers. Changes in the market prices of BioCryst common stock and Idera common stock may result from a variety of factors that are beyond the control of BioCryst or Idera, including changes in their respective businesses, operations and prospects, regulatory considerations, governmental actions, and legal proceedings and other developments. Market assessments of the benefits of the mergers, the likelihood that the mergers will be completed and general and industry-specific market and economic conditions may also have an effect on the market price of BioCryst common stock and Idera common stock. Changes in market prices of BioCryst common stock and Idera common stock may also be caused by fluctuations and developments affecting industry-specific and general economic and market conditions and may have an adverse effect on BioCryst common stock and Idera common stock prior to the consummation of the mergers.

Neither BioCryst nor Idera is permitted to terminate the merger agreement solely because of changes in the market prices of either party's common stock. In addition, the market values of BioCryst common stock and Idera common stock may vary significantly from the date of the special meetings to the date of the completion of the mergers. You are urged to obtain up-to-date prices for BioCryst common stock and Idera common stock. There is no assurance that the mergers will be completed, that there will not be a delay in the completion of the mergers or that all or any of the anticipated benefits of the mergers will be obtained. For ranges of historic prices of BioCryst common stock and Idera common stock, see "Comparative Stock Price Data and Dividends" beginning on page 154 of this joint proxy statement/prospectus.

The market price for Holdco common stock may be affected by factors different from those that historically have affected BioCryst common stock and Idera common stock.

Upon completion of the mergers, holders of shares of BioCryst common stock (other than any shares held in treasury), holders of shares of Idera common stock (other than any shares held in treasury) and holders of Idera preferred stock will become holders of shares of Holdco common stock. BioCryst and Idera each have businesses that differ from each other. Accordingly, the results of operations of Holdco will be affected by some factors that are different from those currently affecting the results of operations of each of BioCryst and Idera. For a discussion of the businesses of BioCryst and Idera and of some important factors to consider in connection with those businesses, see the documents incorporated by reference in this joint proxy statement/prospectus and referred to under "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus.

Any delay in completing the mergers may reduce or eliminate the benefits expected to be achieved thereunder.

The mergers are subject to a number of conditions beyond BioCryst's and Idera's control that may prevent, delay or otherwise materially adversely affect their completion. We cannot predict whether and when these other conditions will be satisfied. Any delay in completing the mergers could cause the combined company not to realize, or to be delayed in realizing, some or all of the synergies and other benefits that we expect to achieve if the mergers are successfully completed within their expected time frame. See "The Merger Agreement—Conditions to Completion of the Mergers" beginning on page 131 of this joint proxy statement/prospectus.

BioCryst and Idera will be subject to business uncertainties while the mergers are pending, which may cause a loss of management personnel and other key employees which could adversely affect the future business and operations of the combined company.

Uncertainty about the completion or effect of the mergers may affect the relationship between BioCryst and Idera and their respective patients, doctors, licensors and licensees and may have an adverse effect on BioCryst and/or Idera, and consequently on the combined company. These uncertainties may cause patients, doctors, licensors and others that deal with the parties to seek to change existing business relationships with them and to delay or defer decisions concerning BioCryst or Idera. Changes to existing business relationships, including termination or modification, could negatively affect each of BioCryst's and Idera's revenues, earnings and cash flow, as well as the market price of its common stock.

BioCryst and Idera are dependent on the experience and industry knowledge of their respective officers and other key employees to execute their business plans. The combined company's success after the mergers will depend in part upon the ability of BioCryst and Idera to retain key management personnel and other key employees. Current and prospective employees of BioCryst and Idera may experience uncertainty about their roles within the combined company following the mergers, which may have an adverse effect on the ability of each of BioCryst and Idera to attract or retain key management and other key personnel. If key employees depart because of issues related to the uncertainty and difficulty of integration or a desire not to remain with the businesses, the combined company's business following the consummation of the mergers could be negatively impacted. Accordingly, no assurance can be given that the combined company will be able to attract or retain key management personnel and other key employees of BioCryst and Idera to the same extent that BioCryst and Idera have previously been able to attract or retain their own employees. A failure by BioCryst, Idera or, following the completion of the mergers, the combined company to attract, retain and motivate executives and other key employees during the period prior to or after the completion of the mergers could have a negative impact on their respective businesses.

Table of Contents

BioCryst and Idera will be subject to certain contractual restrictions while the mergers are pending.

The merger agreement restricts each of BioCryst and Idera from making certain acquisitions and divestitures, entering into certain contracts, incurring certain indebtedness and expenditures, paying dividends, repurchasing or issuing securities outside of existing equity award programs, and taking other specified actions, if outside the ordinary course of business consistent with past practice, until the earlier of the completion of the mergers or the termination of the merger agreement without the consent of the other party. These restrictions may prevent BioCryst and/or Idera from pursuing attractive business opportunities that may arise prior to the completion of the mergers and could have the effect of delaying or preventing other strategic transactions. Adverse effects arising from the pendency of the mergers could be exacerbated by any delays in consummation of the mergers or the termination of the merger agreement. See the section entitled "The Merger Agreement—Conduct of Business Pending the Effective Time" beginning on page 120 of this joint proxy statement/prospectus.

Third parties may terminate or alter existing contracts or relationships with BioCryst or Idera.

Each of BioCryst and Idera has contracts with doctors, vendors, landlords, licensors, joint venture partners, and other business partners which may require BioCryst or Idera, as applicable, to obtain consent from these other parties in connection with the mergers. If these consents cannot be obtained, the counterparties to these contracts and other third parties with which BioCryst and/or Idera currently have relationships may have the ability to terminate, reduce the scope of or otherwise materially adversely alter their relationships with either or both parties in anticipation of the mergers, or with the combined company following the mergers. The pursuit of such rights may result in BioCryst, Idera or the combined company suffering a loss of potential future revenue or incurring liabilities in connection with a breach of such agreements and may lose rights that are material to its business. Any such disruptions could limit the combined company's ability to achieve the anticipated benefits of the mergers. The adverse effect of such disruptions could also be exacerbated by a delay in the completion of the mergers or the termination of the merger agreement.

Idera or BioCryst may waive one or more of the closing conditions without re-soliciting stockholder approval.

Idera or BioCryst may determine to waive, in whole or in part, one or more of the conditions to its obligations to consummate the mergers. Idera or BioCryst currently expect to evaluate the materiality of any waiver and its effect on Idera stockholders or BioCryst stockholders, as applicable, in light of the facts and circumstances at the time to determine whether any amendment of this joint proxy statement/prospectus or any re-solicitation of proxies or voting cards is required in light of such waiver. Any determination whether to waive any condition to the mergers or as to re-soliciting stockholder approval or amending this joint proxy statement/prospectus as a result of a waiver will be made by Idera or BioCryst, as applicable, at the time of such waiver based on the facts and circumstances as they exist at that time.

The merger agreement may be terminated in accordance with its terms and the mergers may not be completed.

The completion of the mergers is subject to the satisfaction or waiver of a number of conditions. Those conditions include: (i) the adoption of the merger agreement by the affirmative vote of the holders of a majority of all issued and outstanding shares of Idera common stock and BioCryst common stock, respectively, entitled to vote thereon; (ii) the authorization of the shares of Holdco common stock to be issued to Idera stockholders and BioCryst stockholders for listing on the Nasdaq, subject to official notice of issuance; (iii) the effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part and the absence of any stop order in respect thereof; (iv) the absence of certain governmental restraints or prohibitions preventing consummation of the mergers; (v) the receipt of certain regulatory approvals under competition laws, including the termination or expiration of the waiting period under the HSR Act; (vi) the truth and correctness of the representations and warranties made by both parties (generally subject to certain materiality and material adverse effect qualifiers); (vii) the receipt by both parties of a certificate certifying that the aforementioned representations and warranties conditions and performance conditions have been satisfied; (viii) the performance by Idera and BioCryst of their respective obligations under the merger agreement in all material respects; (ix) the receipt by BioCryst of an opinion from Skadden to the effect that the BioCryst merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code or, alternatively, the mergers together will be treated as an "exchange" described in Section 351 of the Code; and (x) the receipt by Idera of an opinion from Latham to the effect that the mergers together will be treated as an "exchange" described in Section 351 of the Code.

These conditions to the closing may not be fulfilled and, accordingly, the mergers may not be completed. In addition, if the mergers are not completed by July 21, 2018, either Idera or BioCryst may choose not to proceed with the mergers and to terminate the merger agreement, and the parties can mutually decide to terminate the merger agreement at any time prior to the consummation of the mergers, before or after the required Idera stockholder and BioCryst stockholder approvals. In addition, Idera or BioCryst may elect to terminate the merger agreement in certain other circumstances. If the merger agreement is terminated, Idera and BioCryst may incur substantial fees in connection with termination of the merger agreement, will not recognize the anticipated benefits of the mergers and each party may be adversely affected by a number of factors including the inability to pursue other beneficial opportunities and the focus of their respective managements on the mergers for an extended period of time rather than on management opportunities or other issues. The market price of Idera common stock and/or BioCryst common stock might decline as a result of any such failures to the extent that the current market prices reflect a market assumption that the mergers will be completed. See the section entitled "The Merger Agreement—Termination of the Merger Agreement" beginning on page 133 of this joint proxy statement/prospectus.

BioCryst and Idera will incur significant transaction costs in connection with the mergers.

BioCryst and Idera have incurred and expect to incur a number of nonrecurring costs associated with the mergers. These costs and expenses include financial advisory, legal, accounting, consulting and other advisory fees and expenses, reorganization and restructuring costs, severance/employee benefit-related expenses, public company filing fees and other regulatory expenses, printing expenses and other related charges. Some of these costs are payable by BioCryst and Idera regardless of whether the mergers are completed.

Lawsuits have been filed against BioCryst and Idera challenging the mergers and an adverse ruling may prevent the mergers from being completed.

Three putative class action lawsuits have been brought by three stockholders of Idera and/or BioCryst challenging the mergers and seeking, among other things, injunctive relief to enjoin the defendants from completing the mergers on the agreed-upon terms. Additional lawsuits may be filed against BioCryst, Idera and/or their respective directors or officers in connection with the mergers. See "The Mergers—Litigation Related to the Mergers" beginning on page 115 of this joint proxy statement/prospectus for more information about the lawsuits that have been filed related to the mergers.

One of the conditions to the closing of the mergers is the absence of any law, order, injunction, decree, statute, rule or regulation by a governmental entity that prohibits, restrains or makes illegal the consummation of the mergers. Consequently, if a settlement or other resolution is not reached in the lawsuits referenced above and the plaintiffs secure injunctive or other relief prohibiting, delaying or otherwise adversely affecting the parties' ability to complete the mergers, then such injunctive or other relief may prevent the mergers from becoming effective within the expected time frame or at all.

Table of Contents

***Failure to complete the mergers could negatively impact the stock prices and the future business and financial results of BioCryst and Idera*.**

Completion of the mergers is not assured and is subject to risks, including the risks that approval of the transactions by BioCryst stockholders and Idera stockholders or by governmental entities will not be obtained or that certain other closing conditions will not be satisfied. If the mergers are not completed, the ongoing businesses and financial results of BioCryst and/or Idera may be adversely affected and BioCryst and/or Idera will be subject to several risks, including the following:

- having to pay certain significant costs relating to the mergers without receiving the benefits of the mergers, including, in certain circumstances, a termination fee of $25 million or a fixed expense reimbursement amount of $6 million;
- the potential loss of key personnel during the pendency of the mergers as employees may experience uncertainty about their future roles with the combined company;
- BioCryst and Idera will have been subject to certain restrictions on the conduct of their businesses which may have prevented them from making certain acquisitions or dispositions or pursuing certain business opportunities while the mergers were pending; and
- having had the focus of each companies' management on the mergers instead of on pursuing other opportunities that could have been beneficial to the companies.

If the mergers are not completed, BioCryst and Idera cannot assure their stockholders that these risks will not materialize and will not materially adversely affect the businesses, financial results and stock prices of BioCryst or Idera.

***The merger agreement contains provisions that could discourage a potential competing acquirer of either BioCryst or Idera*.**

The merger agreement contains "no shop" provisions that generally restrict each of BioCryst's and Idera's ability to solicit, initiate or knowingly encourage and induce, or take any other action designed to facilitate competing third-party proposals relating to a merger, reorganization or consolidation of the company or an acquisition of the company's stock or assets. Further, even if the BioCryst board or the Idera board withdraws or qualifies its recommendation with respect to the mergers, BioCryst or Idera, as the case may be, will still be required to submit each of their merger-related proposals to a vote at their respective special meetings. In addition, the other party generally has an opportunity to offer to modify the terms of the merger agreement in response to any competing acquisition proposals before the board of directors of the company that has received a third-party proposal may withdraw or qualify its recommendation with respect to the mergers. In addition, under specified circumstances, BioCryst or Idera may be required to pay a termination fee of $25 million and a fixed reimbursement amount of $6 million if the mergers are not consummated. See the sections entitled "The Merger Agreement—No Solicitation of Competing Proposals," "The Merger Agreement—Termination of the Merger Agreement" and "The Merger Agreement—Expenses and Termination Fees; Liability for Breach" beginning on pages 123, 133 and 134, respectively, of this joint proxy statement/prospectus for a discussion of these provisions.

These provisions could discourage a potential third-party acquirer that might have an interest in acquiring all or a significant portion of BioCryst or Idera from considering or proposing that acquisition, even if it were prepared to pay consideration with a higher per share cash or market value than the market value of Holdco shares to be received in the mergers or might result in a potential third-party acquirer proposing to pay a lower price to the stockholders than it might otherwise have proposed to pay because of the added expense of the $25 million termination fee and a fixed expense reimbursement amount of $6 million that may become payable in certain circumstances.

Table of Contents

If the merger agreement is terminated and either BioCryst or Idera determines to seek another business combination, it may not be able to negotiate a transaction with another party on terms comparable to, or better than, the terms of the mergers.

***The fairness opinions obtained by the BioCryst board and the Idera board from their financial advisors will not reflect changes in circumstances between signing the merger agreement and the completion of the mergers*.**

Neither the BioCryst board nor the Idera board has obtained an updated fairness opinion as of the date of this joint proxy statement/prospectus from J.P. Morgan, BioCryst's financial advisor, or Goldman Sachs, Idera's financial advisor.

Changes in the operations and prospects of BioCryst or Idera, general market and economic conditions and other factors that may be beyond the control of BioCryst and Idera, and on which the fairness opinions were based, may alter the value of BioCryst or Idera or the prices of shares of BioCryst common stock or Idera common stock by the time the mergers are completed. The opinions do not speak as of the time the mergers will be completed or as of any date other than the dates of such opinions. Because neither BioCryst nor Idera anticipates asking its financial advisor to update its opinion, the January 21, 2018 opinions do not and will not address the fairness of the exchange ratios, from a financial point of view, at the time the mergers are completed. The Goldman Sachs and J.P. Morgan opinions are attached as Annexes B and C, respectively, to this joint proxy statement/prospectus. For a description of the opinion that the BioCryst board received from its financial advisor and a summary of the material financial analyses provided to the BioCryst board in connection with rendering such opinion, please refer to "The Mergers—Opinion of BioCryst's Financial Advisor—J.P. Morgan" beginning on page 94 of this joint proxy statement/prospectus. For a description of the opinion that the Idera board received from its financial advisor and a summary of the material financial analyses provided to the Idera board in connection with rendering such opinion, please refer to "The Mergers—Opinion of Idera's Financial Advisor—Goldman Sachs" beginning on page 84 of this joint proxy statement/prospectus. For a description of the other factors considered by the BioCryst board in determining to approve the merger agreement and the mergers, please refer to "The Mergers—BioCryst's Reasons for the Mergers; Recommendation of the BioCryst Board" beginning on page 71 of this joint proxy statement/prospectus. For a description of the other factors considered by the Idera board in determining to approve the mergers, please refer to "The Mergers—Idera's Reasons for the Mergers; Recommendation of the Idera Board" beginning on page 67 of this joint proxy statement/prospectus.

Executive officers and directors of each of BioCryst and Idera and certain affiliates of the executive officers and directors of Idera have certain interests in the mergers that may be different from, or in addition to, the interests of BioCryst stockholders and Idera stockholders generally.

BioCryst's executive officers and Idera's executive officers negotiated the terms of the merger agreement. For additional information on these interests, see "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers" and "The Mergers—Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers" beginning on pages 106 and 99, respectively, of this joint proxy statement/prospectus.

Immediately following the effective time of the mergers, the board of the combined company will be comprised of nine members, consisting of: Mr. Milano, currently a director and the chief executive officer of Idera; Mr. Geraghty, currently the chairman of the Idera board; Dr. Gowen, currently a director of Idera; Dr. Goldberg, currently a director of Idera; Mr. Stonehouse, currently a director and the chief executive officer of BioCryst; Mr. Ingram, currently the chairman of the BioCryst board, who will serve as the chairman of the board of the combined company; Dr. Hutson, currently a director of BioCryst; Mr. Lee, currently a director of BioCryst; and one person to be mutually agreed by the Idera board and the BioCryst board who is not an officer, director or affiliate of either Idera or BioCryst.

The BioCryst and Idera boards were aware of these interests at the time each approved the mergers and the transactions contemplated by the merger agreement. These interests, including the continued employment of certain executive officers of BioCryst and Idera by the combined company, the continued positions of certain directors of BioCryst and Idera as directors of the combined company and the indemnification of former directors and officers by the combined company, may cause BioCryst's and Idera's directors and executive officers to view the proposal to adopt the merger agreement differently and more favorably than you may view it. See "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers—Continued Service with the Combined Company," "The Mergers—Employee Benefits," "The Mergers—Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers—Employee Benefits" and "The Mergers—Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers—Indemnification and Insurance" beginning on pages 106, 112, 103 and 103, respectively, of this joint proxy statement/prospectus for more information.

Current BioCryst stockholders and Idera stockholders will have a reduced ownership and voting interest in Holdco after the mergers compared to their respective interest in Idera or BioCryst.

Current holders of BioCryst common stock and Idera common stock have the right to vote in the election of the board of directors and on other matters affecting BioCryst and Idera, respectively. Upon the completion of the mergers, each Idera stockholder and each BioCryst stockholder who receives shares of Holdco common stock will become a stockholder of the combined company with a percentage ownership of the combined company that is smaller than such stockholder's percentage ownership of Idera or BioCryst, respectively. It is currently expected that the Idera stockholders immediately prior to the effective time of the mergers as a group will receive shares in the mergers constituting approximately 48.4% of the shares of combined company common stock immediately after the mergers, and the BioCryst stockholders immediately prior to the effective time of the mergers as a group will receive shares in the mergers constituting approximately 51.6% of the shares of combined company common stock immediately after the mergers, each calculated on a fully diluted basis using the treasury stock method.

Shares of Holdco common stock to be received by BioCryst stockholders in the BioCryst merger and Idera stockholders in the Idera merger will have rights different from the shares of BioCryst common stock and Idera common stock, respectively.

Upon completion of the mergers, BioCryst stockholders and Idera stockholders will no longer be BioCryst stockholders and/or Idera stockholders, as applicable, but will instead be Holdco stockholders. The rights of former BioCryst stockholders and Idera stockholders who become Holdco stockholders will be governed by the Holdco charter and the amended and restated bylaws of Holdco (the "*Holdco bylaws*"), each of which will be adopted, effective upon the effective time, in substantially the form attached as Annex D and Annex E, respectively, to this joint proxy statement/prospectus. The rights associated with shares of Holdco common stock are different from the rights associated with shares of BioCryst common stock or Idera common stock. See "Comparison of Rights of Idera Stockholders, BioCryst Stockholders and Holdco Stockholders" beginning on page 164 of this joint proxy statement/prospectus.

BioCryst stockholders and Idera stockholders will not be entitled to appraisal rights in the mergers.

Appraisal rights are statutory rights that, if applicable under law, enable stockholders to dissent from an extraordinary transaction, such as a merger, and to demand that the corporation pay the fair value for their shares as determined by a court in a judicial proceeding instead of receiving the consideration offered to stockholders in connection with the extraordinary transaction. Under the DGCL, stockholders do not have appraisal rights if the shares of stock they hold, as of the record date for determination of stockholders entitled to vote at the meeting of stockholders to act upon a merger, are either (i) listed on a national securities exchange or (ii) held of record by more than 2,000 holders. Notwithstanding the foregoing, appraisal rights are available if stockholders are required by the terms of the merger agreement to accept for their shares anything other than (a) shares of stock of the surviving corporation, (b) shares of stock of another corporation that will either be listed on a national securities exchange or held of record by more than 2,000 holders, (c) cash instead of fractional shares or (d) any combination of clauses (a) through (c).

Because BioCryst common stock is listed on the Nasdaq, a national securities exchange, and is expected to continue to be so listed on the record date for the BioCryst special meeting, and because BioCryst stockholders will receive shares of Holdco common stock in the BioCryst merger, which is expected to be listed on the Nasdaq upon the effective time, BioCryst stockholders will not be entitled to appraisal rights in the BioCryst merger with respect to their shares of BioCryst common stock. Similarly, Idera common stock is listed on the Nasdaq and is expected to continue to be so listed on the record date for the Idera special meeting. Because holders of Idera common stock and Idera preferred stock will also receive shares of Holdco common stock in the Idera merger, holders of Idera common stock and Idera preferred stock will also not be entitled to appraisal rights in the Idera merger with respect to their shares of Idera common stock or Idera preferred stock, respectively.

Risk Factors Relating to the Combined Company Following the Mergers

The combined company may be unable to integrate successfully the businesses of BioCryst and Idera and realize the anticipated benefits of the mergers.

The success of the mergers will depend, in large part, on the ability of the combined company to realize the anticipated benefits, including cost savings, from combining the businesses of BioCryst and Idera. To realize these anticipated benefits, the businesses of BioCryst and Idera must be integrated successfully. This integration will be complex and time consuming. The failure to successfully integrate and manage the challenges presented by the integration process may result in the combined company not fully achieving the anticipated benefits of the mergers. Potential difficulties the combined company may encounter as part of the integration process, many of which may be beyond the control of management, include the following:

- the inability to successfully combine the businesses of BioCryst and Idera in a manner that permits the combined company to achieve the full synergies anticipated to result from the mergers;
- complexities and unanticipated issues associated with managing the combined businesses, including the challenge of integrating complex systems, technology, networks, financial procedures, communications programs and other assets, procedures or policies of each of the companies in a seamless manner that minimizes any adverse impact on patients, doctors and other constituencies;
- coordinating geographically separated organizations, systems and facilities;
- difficulties in managing a larger combined company, addressing possible differences in business backgrounds, corporate cultures and management philosophies and retaining key personnel;
- unanticipated changes in applicable laws and regulations;
- integrating the workforces of the two companies while maintaining focus on achieving strategic initiatives;
- the possibility of faulty assumptions underlying expectations regarding the integration process; and

- potential unknown liabilities and unforeseen increased or new expenses, delays or regulatory conditions associated with the mergers.

In addition, BioCryst and Idera have operated and, until the completion of the mergers, will continue to operate independently. It is possible that the integration process could result in:

- ongoing diversion of the attention of each company's management;

- latent impacts resulting from the diversion of BioCryst's and Idera's respective management teams attention from ongoing business concerns as a result of the devotion of management's attention to the mergers and performance shortfalls at one or both of the companies;

- disruption of existing relationships patients, doctors and business partners, including in connection with ongoing clinical trials; and

- the disruption of, or the loss of momentum in, each company's ongoing clinical trials or discovery programs or inconsistencies in standards, controls, procedures and policies, any of which could adversely affect each company's ability to maintain relationships with patients, doctors, business partners, employees and other constituencies or BioCryst's and Idera's ability to achieve the anticipated benefits of the mergers, or which could adversely affect the business and financial results of the combined company.

The market price of Holdco's common stock may be volatile, and holders of Holdco's common stock could lose a significant portion of their investment due to drops in the market price of Holdco's common stock following completion of the mergers.

The market price of the combined company's common stock may be volatile, and following completion of the mergers stockholders may not be able to resell their Holdco common stock at or above the price at which they acquired the common stock pursuant to the merger agreement or otherwise due to fluctuations in its market price, including changes in price caused by factors unrelated to the combined company's operating performance or prospects.

Specific factors that may have a significant effect on the market price for Holdco's common stock include, among others, the following:

- changes in the stock market analyst recommendations or earnings estimates regarding the combined company's common stock, other companies comparable to it or companies in the industries they serve;

- actual or anticipated fluctuations in the combined company's operating results of future prospects;

- reaction to public announcements by the combined company;

- results of clinical trials, the timing and future outcome of clinical studies and interactions with regulatory authorities;

- strategic actions taken by the combined company or its competitors, such as acquisitions or restructurings;

- failure of the combined company to achieve the perceived benefits of the transactions, including financial results and anticipated synergies, as rapidly as or to the extent anticipated by financial or industry analysts;

- adverse conditions in the financial market or general U.S. or international economic conditions, including those results from war, incidents of terrorism and responses to such events; and

- sales of common stock by the combined company, members of its management team or significant stockholders.

The future results of the combined company will suffer if the combined company does not effectively manage its operations following the mergers.

The combined company's future success depends, in part, upon its ability to manage the combined businesses of Idera and BioCryst, which will pose substantial challenges for management, including challenges related to the management and monitoring of new operations. There can be no assurances that the combined company will be successful or that it will realize the expected operating efficiencies, cost savings and other benefits currently anticipated from the mergers.

The combined company is expected to incur substantial expenses related to the mergers and the integration of BioCryst and Idera.

The combined company is expected to incur substantial expenses in connection with the mergers and the integration of BioCryst and Idera. There are a large number of processes, policies, procedures, operations, technologies and systems that must be integrated, including purchasing, accounting and finance, payroll, research and development and benefits. While BioCryst and Idera have assumed that a certain level of expenses would be incurred, there are many factors beyond their control that could affect the total amount or the timing of the integration expenses. Moreover, many of the expenses that will be incurred are, by their nature, difficult to estimate accurately. These expenses could, particularly in the near term, exceed the savings that the combined company expects to achieve from the elimination of duplicative expenses and the realization of economies of scale and cost savings. These integration expenses likely will result in the combined company taking significant charges against earnings following the completion of the mergers, and the amount and timing of such charges are uncertain at present.

Holdco has no operating or financial history and the unaudited pro forma combined financial information included in this joint proxy statement/prospectus are preliminary. Therefore, the actual financial condition and results of operations of Holdco after the mergers may differ materially.

Holdco has been recently incorporated in connection with the mergers and has no operating history or revenues. This joint proxy statement/prospectus includes unaudited pro forma condensed combined financial statements for Holdco as of the year ended December 31, 2017, that combines the audited historical consolidated financial statements of BioCryst for the year ended December 31, 2017 with the audited historical financial statements of Idera for the year ended December 31, 2017, and unaudited pro forma condensed combined financial statements for Holdco as of the three months ended March 31, 2018 that combines the unaudited historical consolidated financial statements of BioCryst for the three months ended March 31, 2018 with the unaudited historical financial statements of Idera for the three months ended March 31, 2018, in each case, adjusted to give effect to the mergers, and should be read in conjunction with such financial statements and accompanying notes which are incorporated by reference in this joint proxy statement/prospectus. The unaudited pro forma condensed combined balance sheet of Holdco as of March 31, 2018 combines the audited historical balance sheets of BioCryst and Idera as of March 31, 2018 and gives pro forma effect to the mergers as if they had been consummated on March 31, 2018. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2017 and for the three months ended March 31, 2018 combines the BioCryst audited consolidated statements of operations and the Idera audited statements of operations for the fiscal year ended December 31, 2017, and the BioCryst unaudited consolidated statements of operations and the Idera unaudited statements of operations for the three months ended March 31, 2018, in each case, giving effect to the mergers as if they had been consummated on January 1, 2017. The pro forma financial statements are presented for illustrative purposes only, are based on certain assumptions, address a hypothetical situation and reflect limited historical financial data. The pro forma financial statements do not include, among other things, estimated cost or growth synergies, adjustments related to restructuring or integration activities, future acquisitions or disposals not yet known or probable, including those that may be required by regulatory or governmental authorities in connection with the mergers, or impacts of merger-related change in control provisions that are currently not factually supportable and/or probable of occurring. Therefore, the pro forma financial statements are presented for informational purposes only and are not necessarily indicative of what the combined company's actual financial condition or results of operations would have been had the mergers been completed on the dates indicated. Accordingly, Holdco's business, assets, results of operations and financial condition may differ significantly from those indicated by the pro forma combined financial information included in this joint proxy statement/prospectus. For more information, see "Selected Unaudited Pro Forma Condensed Combined Financial Information of Idera and BioCryst" beginning on page 141 of this joint proxy statement/prospectus.

The financial analyses and forecasts considered by BioCryst and Idera and their respective financial advisors may not be realized, which may adversely affect the market price of Holdco common stock following the completion of the mergers.

In performing their financial analyses and rendering their opinions regarding the fairness, from a financial point of view, of the BioCryst exchange ratio and Idera exchange ratio, as applicable, each of the respective financial advisors to BioCryst and Idera relied on, among other things, internal standalone financial analyses and forecasts as separately provided to each respective financial advisor by BioCryst and Idera. See "The Mergers—Certain Financial Forecasts Utilized by the BioCryst Board and BioCryst's Financial Advisor in Connection with the Mergers" and "The Mergers—Certain Financial Forecasts Utilized by the Idera Board and Idera's Financial Advisor in Connection with the Mergers" beginning on pages 80 and 76, respectively, of this joint proxy statement/prospectus. These analyses and forecasts were prepared by, or as directed by, the managements of BioCryst or Idera, as applicable. Since the forecasts cover a long period of time, the forecasts by their nature are unlikely to anticipate each circumstance that will have an effect on the commercial value of BioCryst's and Idera's product candidates and become subject to greater uncertainty with each successive year. None of these analyses or forecasts were prepared with a view towards public disclosure or compliance with the published guidelines of the SEC, GAAP, or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of financial forecasts. These projections are inherently based on various estimates and assumptions that are subject to the judgment of those preparing them. These projections are also subject to significant economic, competitive, industry and other uncertainties and contingencies, all of which are difficult or impossible to predict and many of which are beyond the control of BioCryst and Idera. There can be no assurance that BioCryst's or Idera's financial condition or results of operations will be consistent with those set forth in such analyses and forecasts, which could have a material impact on the market price of Holdco common stock following the mergers.

Other Risk Factors of Idera and BioCryst

Idera's and BioCryst's businesses are and will be subject to the risks described above. In addition, Idera's and BioCryst's businesses are, and will continue to be, subject to the risks described in Part I, Item 1A of Idera's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 and described in Item 1A of BioCryst's Quarterly Report on Form 10-Q for the three months ended March 31, 2018, and any amendments thereto, each as updated by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, all of which are or will be filed with the SEC and incorporated by reference into this joint proxy statement/prospectus. See "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus for the location of information incorporated by reference in this joint proxy statement/prospectus.

Table of Contents

THE COMPANIES

Nautilus Holdco, Inc.

Nautilus Holdco, Inc. is a Delaware corporation and wholly owned subsidiary of BioCryst formed for the sole purpose of becoming the parent entity of each of Idera and BioCryst following the mergers. At the effective time of the mergers, Nautilus Holdco, Inc., will be renamed "Valenscion Incorporated."

Idera Pharmaceuticals, Inc.

Idera is a clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of novel oligonucleotide therapeutics for oncology and rare diseases. Idera uses two distinct proprietary drug discovery technology platforms to design and develop drug candidates: its Toll-like receptor, or TLR, targeting technology and its nucleic acid chemistry technology (formerly referred to as Idera's third generation antisense, or 3GA technology). Idera developed these platforms based on its scientific expertise and pioneering work with synthetic oligonucleotides as therapeutic agents. Using its TLR targeting technology, Idera designs synthetic oligonucleotide-based drug candidates to modulate the activity of specific TLRs. Using its nucleic acid chemistry technology, Idera is developing drug candidates to turn off the messenger RNA, or mRNA, associated with disease causing genes. Idera believes that its nucleic acid chemistry technology may potentially reduce the immunotoxicity and increase the potency of earlier generation antisense and RNA interference, or RNAi, technologies.

Idera's business strategy is focused on the clinical development of drug candidates for oncology and rare diseases characterized by small, well-defined patient populations with serious unmet medical needs. Idera believes that it can develop and commercialize these targeted therapies on its own. To the extent Idera seeks to develop drug candidates for broader disease indications, it has entered into and may explore additional collaborative alliances to support development and commercialization.

Idera's common stock is traded on the Nasdaq under the symbol "IDRA." The principal executive offices of Idera are located at 167 Sidney Street, Cambridge, Massachusetts 02139, and its telephone number is (617) 679-5500. Idera maintains another office at 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341.

BioCryst Pharmaceuticals, Inc.

BioCryst is a biotechnology company that designs, optimizes and develops novel small molecule drugs that block key enzymes involved in the pathogenesis of diseases. BioCryst focuses on the treatment of rare diseases in which significant unmet medical needs exist and align with BioCryst's capabilities and expertise. BioCryst integrates the disciplines of biology, crystallography, medicinal chemistry and computer modeling to discover and develop small molecule pharmaceuticals through the process known as structure-guided drug design. Structure-guided drug design is a drug discovery approach by which BioCryst designs synthetic compounds from detailed structural knowledge of the active sites of enzyme targets associated with particular diseases. BioCryst uses X-ray crystallography, computer modeling of molecular structures and advanced chemistry techniques to focus on the three-dimensional molecular structure and active site characteristics of the enzymes that control cellular biology. Enzymes are proteins that act as catalysts for many vital biological reactions. BioCryst's goal generally is to design a compound that will fit in the active site of an enzyme and thereby prevent its catalytic activity.

BioCryst's common stock is traded on the Nasdaq under the symbol "BCRX."

The principal executive offices of BioCryst are located at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703, and its telephone number is (919) 859-1302.

Table of Contents

Island Merger Sub, Inc.

Island Merger Sub, Inc. is a Delaware corporation and wholly owned subsidiary of Holdco formed for the sole purpose of effecting the Idera merger.

Boat Merger Sub, Inc.

Boat Merger Sub, Inc. is a Delaware corporation and wholly owned subsidiary of Holdco formed for the sole purpose of effecting the BioCryst merger.

THE BIOCRYST SPECIAL MEETING

This joint proxy statement/prospectus is being provided to BioCryst stockholders as part of a solicitation of proxies by the BioCryst board for use at the BioCryst special meeting and at any adjournments or postponements of such special meeting. This joint proxy statement/prospectus provides BioCryst stockholders with information they need to know to be able to vote or instruct their vote to be cast at the BioCryst special meeting or any adjournment or postponement thereof and should be read carefully in its entirety. In addition, this joint proxy statement/prospectus constitutes a prospectus for Holdco in connection with the issuance by Holdco of its common stock pursuant to the merger agreement.

Date, Time and Place

The BioCryst special meeting is scheduled to be held at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703 on July 10, 2018 at 10:00 a.m., Eastern Time, subject to any adjournments or postponements thereof.

Purpose of the BioCryst Special Meeting

At the BioCryst special meeting, BioCryst stockholders will be asked to consider and vote on:

- the proposal to adopt the merger agreement, which is further described in the sections titled "The Mergers" and "The Merger Agreement," beginning on pages 53 and 116, respectively, of this joint proxy statement/prospectus;
- the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers, referred to below as the BioCryst merger-related compensation proposal; and
- the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies in favor of the merger agreement proposal if there are not sufficient votes at the time of such adjournment to adopt the merger agreement, referred to as the "*BioCryst adjournment proposal*."

Completion of the mergers is conditioned on, among other things, approval by BioCryst stockholders of the proposal to adopt the merger agreement.

Recommendation of the BioCryst Board

BioCryst's board unanimously determined that the merger agreement and the transactions contemplated thereby, including the mergers and the compensatory arrangements between BioCryst and its named executive officers, are fair, advisable and in the best interests of BioCryst and its stockholders and approved the execution, delivery and performance by BioCryst of the merger agreement and the consummation of the transactions contemplated thereby, including the mergers.

The BioCryst board unanimously recommends that BioCryst stockholders vote "FOR" the proposal to adopt the merger agreement, "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers and "FOR" the proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement.

This joint proxy statement/prospectus contains important information regarding these proposals and factors that BioCryst stockholders should consider when deciding how to cast their votes. BioCryst stockholders are encouraged to read carefully this joint proxy statement/prospectus in its entirety, including the annexes to and documents incorporated by reference into this joint proxy/prospectus, for

Table of Contents

more detailed information regarding the merger agreement and the transactions contemplated thereby, including the mergers.

Attendance at the BioCryst Special Meeting

Only BioCryst stockholders of record as of the close of business on the BioCryst record date, beneficial owners as of the close of business on the BioCryst record date, holders of valid proxies for the BioCryst special meeting and invited guests of BioCryst may attend the BioCryst special meeting, and admission will be on a first-come, first-serve basis.

All attendees should be prepared to present government-issued photo identification (such as a driver's license or passport) for admittance. The additional items, if any, that attendees must bring depend on whether they are stockholders of record, beneficial owners or proxy holders.

- A BioCryst stockholder who holds shares directly registered in such stockholder's name with BioCryst's transfer agent, American Stock Transfer & Trust Company, LLC, who wishes to attend the BioCryst special meeting in person should bring government-issued photo identification.

- A beneficial owner of BioCryst common stock who wishes to attend the BioCryst special meeting in person should bring:

  - government-issued photo identification; and

  - proof of beneficial ownership as of the BioCryst record date (e.g., a letter from the broker, bank, trustee or other nominee that is the record owner of such beneficial owner's shares, a brokerage account statement or the voting instruction form provided by the broker).

- A proxy holder who wishes to attend the BioCryst special meeting in person should bring:

  - government-issued photo identification;

  - the validly executed proxy naming such person as the proxy holder, signed by the BioCryst stockholder; and

  - proof of the signing stockholder's record ownership as of the BioCryst record date.

No cameras, recording equipment or other electronic devices will be allowed in the meeting room. Failure to provide the requested documents at the door or failure to comply with the procedures for the BioCryst special meeting may prevent stockholders from being admitted to the BioCryst special meeting.

BioCryst is able to provide reasonable assistance to help persons with disabilities participate in the BioCryst special meeting if BioCryst is notified in writing in advance of requested accommodations. Please write to BioCryst's principal executive offices at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703, Attention: Corporate Secretary.

BioCryst Record Date; Stockholders Entitled to Vote

Only holders of record of BioCryst common stock at the close of business on May 29, 2018, the record date for the BioCryst special meeting, will be entitled to notice of, and to vote at, the BioCryst special meeting or any adjournments or postponements thereof.

As of the close of business on the BioCryst record date, there were 98,821,091 shares of BioCryst common stock issued and outstanding, held by 171 holders of record. A complete list of registered BioCryst stockholders entitled to vote at the BioCryst special meeting will be available for inspection at the principal place of business of BioCryst at 4505 Emperor Blvd., Suite 200, Durham, North

Table of Contents

Carolina 27703 during regular business hours for a period of no less than 10 days before the BioCryst special meeting and at the place of the BioCryst special meeting during the meeting.

BioCryst Voting and Support Agreement

Simultaneously with the execution of the merger agreement, each of BioCryst and Idera entered into a voting and support agreement with affiliates of Baker Brothers. Baker Brothers is the beneficial owner of approximately 14% of issued and outstanding BioCryst common stock and approximately 18% of issued and outstanding Idera common stock. Pursuant to the voting and support agreements, Baker Brothers has agreed, among other things, to vote its shares of BioCryst common stock and Idera common stock in favor of the adoption of the merger agreement at each of the BioCryst special meeting and the Idera special meeting, respectively. In addition, Baker Brothers has agreed to be present at each of the BioCryst special meeting and the Idera special meeting for purposes of establishing a quorum.

Voting by BioCryst's Directors and Executive Officers

At the close of business on the BioCryst record date, directors and executive officers of BioCryst and their affiliates were entitled to vote 1,225,516 shares of BioCryst common stock, or approximately 1% of the shares of BioCryst common stock issued and outstanding on that date. We currently expect that BioCryst's directors and executive officers will vote their shares in favor of each proposal being submitted to a vote of the BioCryst stockholders at the BioCryst special meeting, although no director or officer has entered into any agreement obligating him or her to do so.

Quorum

In order for business to be conducted at the BioCryst special meeting, a quorum must be present. A quorum requires the presence, in person or by proxy, of a majority of the issued and outstanding shares of BioCryst common stock entitled to vote at the BioCryst special meeting. For purposes of determining whether there is a quorum, all shares that are present will count towards the quorum, which will include proxies received but marked as abstentions and will exclude broker non-votes. Broker non-votes occur when a beneficial owner holding shares in "street name" does not instruct the broker, bank or other nominee that is the record owner of such stockholder's shares on how to vote those shares on a particular proposal.

If a quorum is not present, the BioCryst special meeting may be adjourned by the vote of the holders of a majority of the shares of BioCryst common stock present or represented by proxy and entitled to vote, to reconvene at the same or another place. If a quorum is present at the BioCryst special meeting but there are not sufficient votes at the time of the BioCryst special meeting to adopt the merger agreement, then BioCryst stockholders may be asked to vote on the BioCryst adjournment proposal. Notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Required Vote

The adoption of the merger agreement requires the affirmative vote of the holders of a majority of the issued and outstanding shares of BioCryst common stock entitled to vote on the proposal. Failures to vote, abstentions and broker non-votes will have the effect of a vote against the proposal. Pursuant to the voting and support agreement, Baker Brothers has agreed to vote in favor of the proposal to adopt the merger agreement.

Approval of, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers requires the affirmative vote of the holders of a majority of the shares of BioCryst common stock present, in person

Table of Contents

or represented by proxy, at the BioCryst special meeting and voting on the proposal, although such vote will not be binding on BioCryst, the BioCryst board or any of its committees, or, following completion of the mergers, the combined company. Abstentions, failures to vote (i.e., not submitting a proxy and not voting in person) and broker non-votes will have no effect on the proposal, assuming a quorum is present.

Approval of the BioCryst adjournment proposal requires the affirmative vote of the holders of a majority of the shares of BioCryst common stock present, in person or represented by proxy, at the BioCryst special meeting and voting on the proposal. Abstentions, failures to vote (i.e., not submitting a proxy and not voting in person) and broker non-votes will have no effect on the outcome of the BioCryst adjournment proposal, assuming a quorum is present. Brokers, banks and other nominees do not have discretionary authority to vote on the adjournment proposal and will not be able to vote on the adjournment proposal absent instructions from the beneficial owner.

How to Vote

BioCryst stockholders of record as of the close of business on the BioCryst record date may have their shares voted by submitting a proxy or may vote in person at the BioCryst special meeting by following the instructions provided in the one-page notice regarding the Internet availability of proxy materials. BioCryst recommends that BioCryst stockholders entitled to vote submit a proxy even if they plan to attend the BioCryst special meeting.

BioCryst stockholders who hold their shares beneficially in "street name" and wish to submit a proxy must provide instructions to the broker, bank, trustee or other nominee that holds their shares of record as to how to vote their shares with respect to all proposals to be voted on at the BioCryst special meeting. BioCryst stockholders who hold their shares beneficially and wish to vote in person at the BioCryst special meeting must obtain a "legal proxy."

BioCryst stockholders of record may submit a proxy in one of three ways or vote in person at the BioCryst special meeting:

- *Internet:* BioCryst stockholders may submit their proxy over the Internet at the web address shown on their proxy card. Internet voting is available 24 hours a day and will be accessible until 11:59 p.m. Eastern Time, on July 9, 2018. Stockholders will be given an opportunity to confirm that their voting instructions have been properly recorded. BioCryst stockholders who submit a proxy this way should NOT send in their proxy card.

- *Telephone:* BioCryst stockholders may submit their proxy by calling the toll-free telephone number shown on their proxy card. Telephone voting is available 24 hours a day and will be accessible until 11:59 p.m. Eastern Time, on July 9, 2018. BioCryst stockholders who submit a proxy this way should NOT send in their proxy card.

- *Mail:* BioCryst stockholders may submit their proxy by properly completing, signing, dating and mailing their proxy card in the postage-paid envelope (if mailed in the United States) included with this joint proxy statement/prospectus. BioCryst stockholders who vote this way should mail the proxy card early enough so that it is received before the date of the BioCryst special meeting.

- *In Person:* BioCryst stockholders may vote in person at the BioCryst special meeting or by sending a representative with an acceptable proxy that has been signed and dated. Attendance at the BioCryst special meeting will not, however, in and of itself constitute a vote or a revocation of a prior proxy.

BioCryst stockholders are encouraged to submit a proxy promptly. Each valid proxy received in time will be voted at the BioCryst special meeting according to the choice specified, if any. Executed

Table of Contents

but uninstructed proxies (i.e., proxies that are properly signed, dated and returned but are not marked to tell the proxies how to vote) will be voted in accordance with the recommendations of the BioCryst board. However, if you previously submitted a proxy for the BioCryst special meeting originally scheduled for May 9, 2018, which proxy has not subsequently been revoked, and are a holder of record on May 29, 2018 and you do not want to change or revoke your proxy, you do not need to take any action. Accordingly, BioCryst intends to vote such proxy at the BioCryst special meeting on July 10, 2018, as directed by your previously submitted proxy.

Shares Held in Street Name

BioCryst stockholders who hold shares of BioCryst common stock in a stock brokerage account or through a bank, broker or other nominee ("*street name*" stockholders) who wish to vote at the BioCryst special meeting should be provided a voting instruction form by the institution that holds their shares. If this has not occurred, contact the institution that holds your shares. A number of banks and brokerage firms participate in a program that also permits "street name" stockholders to direct their vote by telephone or over the Internet. If your shares are held in an account at a bank or brokerage firm that participates in such a program, you may direct the vote of these shares by telephone or over the Internet by following the voting instructions enclosed with the proxy form from the bank or brokerage firm. The Internet and telephone proxy procedures are designed to authenticate stockholders' identities, to allow stockholders to give their proxy voting instructions and to confirm that those instructions have been properly recorded. Votes directed by telephone or over the Internet through such a program must be received by 11:59 p.m., Eastern Time, on July 9, 2018. Directing the voting of your shares will not affect your right to vote in person if you decide to attend the BioCryst special meeting; however, you must first obtain a signed and properly executed legal proxy from your bank, broker or other nominee to vote your shares held in "street name" at the BioCryst special meeting. Requesting a legal proxy prior to the deadline described above will automatically cancel any voting directions you have previously given by telephone or over the Internet with respect to your shares. However, if you are a BioCryst stockholder as of the revised May 29, 2018 record date who previously provided voting instructions to your bank, broker or other nominee, and do not wish to change your vote, you will not need to provide voting instructions again and your BioCryst shares will be voted at the rescheduled July 10, 2018 BioCryst special meeting in accordance with your original voting instructions.

In accordance with the rules of the Nasdaq, brokers, banks and other nominees who hold shares of BioCryst common stock in "street name" for their customers do not have discretionary authority to vote the shares with respect to the proposal to adopt the merger agreement, the BioCryst merger-related compensation proposal, or the BioCryst adjournment proposal. Accordingly, if brokers, banks or other nominees do not receive specific voting instructions from the beneficial owner of such shares, they may not vote such shares with respect to these proposals. Under such circumstance, a broker non-vote would arise. Broker non-votes, if any, will not be considered present at the special meeting for purposes of determining whether a quorum is present at the special meeting, will have the same effect as a vote "AGAINST" the proposal to adopt the merger agreement and, assuming a quorum is present, will have no effect on the BioCryst merger-related compensation proposal or on the BioCryst adjournment proposal. Thus, for shares of BioCryst common stock held in "street name," only shares of BioCryst common stock affirmatively voted "FOR" the proposal to adopt the merger agreement will be counted as a vote in favor of such proposal.

Table of Contents

Proxies and Revocation

BioCryst stockholders of record may revoke their proxies at any time before their shares are voted at the BioCryst special meeting in any of the following ways:

- sending a written notice of revocation to BioCryst at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703, Attention: Corporate Secretary, which must be received before their shares are voted at the BioCryst special meeting;

- properly submitting a new, later-dated proxy card, which must be received before their shares are voted at the BioCryst special meeting (in which case only the later-dated proxy is counted and the earlier proxy is revoked);

- submitting a proxy via the Internet or by telephone at a later date, which must be received by 11:59 p.m., Eastern Time, on July 9, 2018 (in which case only the later-dated proxy is counted and the earlier proxy is revoked); or

- attending the BioCryst special meeting and voting in person. Attendance at the BioCryst special meeting will not, however, in and of itself, constitute a vote or revocation of a prior proxy.

BioCryst beneficial owners may change their voting instruction by submitting new voting instructions to the brokers, banks or other nominees that hold their shares of record or by requesting a "legal proxy" from such broker, bank or other nominee and voting in person at the BioCryst special meeting.

BioCryst stockholders that hold their shares in "street name" through a broker, bank or other nominee will need to follow the instructions provided by their broker, bank or other nominee in order to revoke their proxies or submit new voting instructions.

Tabulation of Votes

BioCryst has appointed Alane Barnes to serve as the Inspector of Election for the BioCryst special meeting. Alane Barnes will, among other things, determine the number of shares of BioCryst common stock represented at the BioCryst special meeting to confirm the existence of a quorum, determine the validity of all proxies and ballots and independently tabulate affirmative and negative votes and abstentions.

Solicitation of Proxies

BioCryst is making this proxy solicitation both through the mail and Internet, although proxies may be solicited by personal interview, telephone, facsimile, letter, e-mail or otherwise. Certain of BioCryst's directors, officers and other employees, without additional compensation, may participate in the solicitation of proxies. BioCryst will pay the cost of this solicitation, including the reasonable charges and expenses of brokerage firms and others who forward solicitation materials to beneficial owners of BioCryst common stock. BioCryst has retained Innisfree M&A Incorporated, 501 Madison Avenue, 20th floor, New York, New York 10022 to act as proxy solicitor in conjunction with the meeting. We have agreed to pay that firm approximately $18,500 plus reasonable out of pocket expenses for their services.

Adjournments

If a quorum is not present, the BioCryst special meeting may be adjourned by the vote of the holders of a majority of the shares of BioCryst common stock present or represented by proxy and entitled to vote, to reconvene at the same or another place. If a quorum is present at the BioCryst special meeting but there are not sufficient votes at the time of the BioCryst special meeting to adopt the merger agreement, then BioCryst stockholders may be asked to vote on the BioCryst adjournment

Table of Contents

proposal. Notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Householding of Special Meeting Materials

The SEC has adopted rules that permit companies and intermediaries such as banks, brokers or nominees to satisfy delivery requirements for proxy statements and annual reports with respect to two or more stockholders sharing the same address by delivering a single proxy statement or annual report, as applicable, addressed to those stockholders. This process, which is commonly referred to as "*householding*," reduces the volume of duplicate information received at your household and helps reduce BioCryst's expenses. Unless BioCryst has received contrary instructions, BioCryst may send a single copy of this joint proxy statement/prospectus and notice to any household at which two or more stockholders with the same surname reside if BioCryst believes the stockholders are members of the same family. Each stockholder in the household will continue to receive a separate proxy card. We will promptly deliver a separate copy of our proxy statement to any stockholder upon written request to BioCryst Pharmaceuticals, Inc., Attention: Corporate Secretary, 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703, telephone: (919) 859-1302. Any stockholder who wants to receive separate copies of our proxy statement or annual report to stockholders in the future, or any stockholder who is receiving multiple copies and would like to receive only one copy per household, should contact the stockholder's bank, broker or other nominee, or the stockholder may contact BioCryst at the above address and phone number.

Questions and Additional Information

BioCryst stockholders may contact BioCryst's proxy solicitor, Innisfree M&A Incorporated, with any questions about the proposals or how to vote or to request additional copies of any materials at:

Innisfree®

Innisfree M&A Incorporated
501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders May Call Toll Free: 888-750-5834
Banks & Brokers May Call Collect: 212-750-5833

BioCryst stockholders should not return their stock certificates or send documents representing BioCryst common stock with the proxy card. If the mergers are completed, the exchange agent for the BioCryst merger will send to BioCryst stockholders a letter of transmittal and related materials and instructions for exchanging shares of BioCryst common stock.

BIOCRYST PROPOSALS

BioCryst Proposal 1: The BioCryst Merger Proposal

BioCryst stockholders are asked to approve the proposal to adopt the merger agreement. For a summary and detailed information regarding this proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in sections entitled "The Mergers" and "The Merger Agreement" beginning on pages 53 and 116, respectively, of this joint proxy statement/prospectus. A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus.

Pursuant to the merger agreement, approval of this proposal by BioCryst stockholders is a condition to the consummation of the mergers. If this proposal is not approved, the mergers will not be consummated.

BioCryst is requesting that BioCryst stockholders approve the proposal to adopt the merger agreement. Approval of this proposal requires the affirmative vote of the holders of a majority of the issued and outstanding shares of BioCryst common stock entitled to vote on the proposal at the BioCryst special meeting.

Recommendation of the BioCryst board

The BioCryst board unanimously recommends that BioCryst stockholders vote "FOR" the proposal to adopt the merger agreement.

BioCryst Proposal 2: The BioCryst Merger-Related Compensation Proposal

BioCryst stockholders are asked to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers. For a summary and detailed information regarding this proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in the section entitled "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers" beginning on page 106 of this joint proxy statement/prospectus.

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and Rule 14a-21(c) of the Exchange Act, BioCryst is seeking non-binding, advisory stockholder approval of the compensation of BioCryst's named executive officers that is based on or otherwise relates to the mergers as disclosed in the section entitled "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers" beginning on page 106 of this joint proxy statement/prospectus. The proposal gives BioCryst's stockholders the opportunity to express their views on the merger-related compensation of BioCryst's named executive officers.

Accordingly, BioCryst is requesting stockholders to adopt the following resolution, on a non-binding, advisory basis:

> "RESOLVED, that the compensation that may be paid or become payable to BioCryst's named executive officers, in connection with the mergers, and the agreements or understandings pursuant to which such compensation may be paid or become payable, in each case as disclosed pursuant to Item 402(t) of Regulation S-K in 'Advisory Vote on Merger-Related Compensation for BioCryst Named Executive Officers—Golden Parachute Compensation,' are hereby APPROVED."

BioCryst stockholders should note that the BioCryst merger-related compensation proposal is merely an advisory vote, which will not be binding on BioCryst or the BioCryst board. Further, the underlying plans and arrangements are contractual in nature and not, by their terms, subject to stockholder approval. Accordingly, regardless of the outcome of the advisory vote, if the mergers are

Table of Contents

consummated, the eligibility of the BioCryst named executive officers for such payments and benefits will not be affected by the outcome of the advisory vote.

The proposal to approve, on a non-binding advisory basis, the compensation that may be paid or become payable to BioCryst's named executive officers in connection with the mergers is a vote separate and apart from the vote on the proposal to adopt the merger agreement. Accordingly, a BioCryst stockholder may vote to approve one proposal and not the other. Approval of the BioCryst merger-related compensation proposal is not a condition to the completion of the mergers.

Recommendation of the BioCryst board

The BioCryst board unanimously recommends a vote "FOR" the approval of the BioCryst merger-related compensation proposal.

BioCryst Proposal 3: The BioCryst Adjournment Proposal

BioCryst stockholders are asked to vote on a proposal to adjourn the BioCryst special meeting, if necessary or appropriate, to solicit additional proxies in favor of the merger agreement proposal if there are not sufficient votes at the time of such adjournment to adopt the merger agreement.

Recommendation of the BioCryst board

The BioCryst board unanimously recommends a vote "FOR" the BioCryst adjournment proposal.

Table of Contents

THE IDERA SPECIAL MEETING

This joint proxy statement/prospectus is being provided to the Idera stockholders as part of a solicitation of proxies by the Idera board for use at the Idera special meeting to be held at the time and place specified below and at any properly convened meeting following any adjournments or postponements thereof. This joint proxy statement/prospectus provides Idera stockholders with the information they need to know to be able to vote or instruct their vote to be cast at the Idera special meeting.

Date, Time and Place

The Idera special meeting is scheduled to be held at Idera's offices located at 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341 on July 10, 2018 at 10:00 a.m., Eastern Time, subject to any adjournments or postponements thereof.

Purpose of the Idera Special Meeting

At the Idera special meeting, Idera stockholders will be asked to consider and vote on:

- the proposal to adopt the merger agreement, which is further described in the sections titled "The Mergers" and "The Merger Agreement," beginning on pages 53 and 116, respectively, of this joint proxy statement/prospectus; and
- the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

Completion of the mergers is conditioned on, among other things, approval by the Idera stockholders of the proposal to adopt the merger agreement.

Recommendation of the Idera Board

The Idera board has unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers and the compensatory arrangements between Idera and its named executive officers, are advisable, fair to and in the best interests of Idera and its stockholders.

The Idera board unanimously recommends that Idera stockholders vote "FOR" the proposal to adopt the merger agreement and "FOR" the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers.

Idera Record Date; Stockholders Entitled to Vote

Only holders of record of Idera common stock at the close of business on May 29, 2018, the record date for the Idera special meeting, will be entitled to notice of, and to vote at, the Idera special meeting or any adjournments or postponements thereof.

At the close of business on the Idera record date, 217,310,991 shares of Idera common stock were issued and outstanding and held by 91 holders of record. Holders of record of Idera common stock on the Idera record date are entitled to one vote per share at the special meeting on each proposal. A list of Idera stockholders will be available for review for any purpose germane to the Idera special meeting at Idera's executive offices and principal place of business at the office of Idera's Assistant Secretary, 505 Eagleview Boulevard, Suite 212, Exton, Pennsylvania 19341, during regular business hours for a period of 10 days before the special meeting. The list will also be available at the Idera special meeting for examination by any stockholder of record present at the Idera special meeting.

Table of Contents

Idera Voting and Support Agreement

Simultaneously with the execution of the merger agreement, each of BioCryst and Idera entered into a voting and support agreement with affiliates of Baker Brothers. Baker Brothers is the beneficial owner of approximately 14% of issued and outstanding BioCryst common stock and approximately 18% of issued and outstanding Idera common stock. Pursuant to the voting and support agreements, Baker Brothers has agreed, among other things, to vote its shares of BioCryst common stock and Idera common stock in favor of the adoption of the merger agreement at each of the BioCryst special meeting and the Idera special meeting, respectively. In addition, Baker Brothers has agreed to be present at each of the BioCryst special meeting and Idera special meeting for purposes of establishing a quorum.

Voting by Idera's Directors and Executive Officers

At the close of business on the Idera record date, directors and executive officers of Idera and their affiliates were entitled to vote 39,424,036 shares of Idera common stock, or approximately 18% of shares of Idera common stock issued and outstanding on that date. We currently expect that Idera's directors and executive officers will vote their shares in favor of each proposal being submitted to a vote of the Idera stockholders at the Idera special meeting, although no director or officer has entered into any agreement obligating him or her to do so.

Quorum

No business may be transacted at the Idera special meeting unless a quorum is present. Stockholders who hold shares representing at least a majority of the issued and outstanding shares of common stock entitled to vote at the Idera special meeting must be present in person or represented by proxy to constitute a quorum for the transaction of business at the meeting. If a quorum is not present, the special meeting may be adjourned by the chairman of the Idera special meeting to allow additional time for obtaining additional proxies. At any subsequent reconvening of the special meeting, all proxies will be voted in the same manner as they would have been voted at the original convening of the special meeting, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent meeting.

Abstentions (shares of Idera common stock for which proxies have been received but for which the holders have abstained from voting or as to which the holder attends the Idera special meeting in person but does not vote) will be included in the calculation of the number of shares of Idera common stock represented at the special meeting for purposes of determining whether a quorum has been achieved. However, broker non-votes will not be included in the calculation of the number of shares of Idera common stock represented at the Idera special meeting for purposes of determining whether a quorum has been achieved.

If a quorum is not present, the Idera special meeting may be adjourned by the chairman of the Idera special meeting, to reconvene at the same or another place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Required Vote

The adoption of the merger agreement requires the affirmative vote of the holders of a majority of the issued and outstanding shares of Idera common stock entitled to vote on the proposal. Failures to vote, abstentions and broker non-votes will have the effect of a vote against the proposal. Pursuant to the voting and support agreement, Baker Brothers has agreed to vote in favor of the proposal to adopt the merger agreement.

Approval of, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers requires the affirmative vote of the holders of a majority of the shares of Idera common stock represented in person or by proxy at the Idera special meeting and voting on the proposal, although such vote will not be binding on Idera, the Idera board or any of its committees, or, following completion of the mergers, the combined company. Abstentions, failures to vote (i.e., not submitting a proxy and not voting in person) and broker non-votes will have no effect on the proposal, assuming a quorum is present.

Failure to Vote, Broker Non-Votes and Abstentions

Under the rules of the Nasdaq, banks, brokers or other nominees holding shares of record may vote those shares in their discretion on certain routine proposals when they do not receive timely voting instructions from the beneficial holders. A broker non-vote occurs under these Nasdaq rules when a bank, broker or other nominee holding shares of record is not permitted to vote on a non-routine matter without instructions from the beneficial owner of the shares and no instruction is given.

In accordance with these Nasdaq rules, banks, brokers and other nominees who hold shares of Idera common stock in "street name" for their customers, but do not have discretionary authority to vote the shares, may not exercise their voting discretion with respect to the proposal to adopt the merger agreement. Accordingly, if banks, brokers or other nominees do not receive specific voting instructions from the beneficial owner of such shares, they may not vote such shares with respect to the proposal to adopt the merger agreement and will have the same effect as a vote "AGAINST" the proposal to adopt the merger agreement. For shares of Idera common stock held in "street name," only shares of Idera common stock affirmatively voted "FOR" the proposal to adopt the merger agreement will be counted as a favorable vote for such proposal. Abstaining from voting, or failing to provide voting instructions to your bank, broker or other nominee, will have the same effect as a vote "AGAINST" the proposal to adopt the merger agreement.

Abstentions, failures to attend the Idera special meeting (in person or by proxy) and vote and broker non-votes will have no effect on the Idera merger-related compensation proposal.

How to Vote

Whether or not you plan to attend the Idera special meeting, please vote your shares. If you are a registered or "*record holder*," which means your shares are registered in your name with Computershare Trust Company, N.A., Idera's transfer agent and registrar, you may vote in person at the Idera special meeting or by proxy. If your shares are held in "*street name*," which means your shares are held of record in an account with a broker, bank or other nominee, you must follow the instructions from your broker, bank or other nominee in order to vote.

In addition, if you are a registered stockholder, please be prepared to provide proper identification, such as a driver's license. If you hold your Idera shares in "street name," you will need to provide proof of ownership, such as a recent account statement or letter from your bank, broker or other nominee, along with proper identification.

Idera stockholders of record may submit a proxy in one of three ways or vote in person at the Idera special meeting:

- *Internet.* To vote over the internet through services provided by Computershare Trust Company, N.A., please go to the following website: http://www.investorvote.com/IDRA and follow the instructions at that site for submitting your proxy. Internet voting is available 24 hours a day and will be accessible until 11:59 p.m. Eastern Time, on July 9, 2018. If you vote over the internet, you do not need to complete and mail your proxy card.

Table of Contents

- *Telephone.* To vote by telephone through services provided by Computershare Trust Company, N.A., call 1-800-652-VOTE (8683), and follow the instructions provided on the proxy card that accompanies this joint proxy statement/prospectus. Telephone voting is available 24 hours a day and will be accessible until 11:59 p.m. Eastern Time, on July 9, 2018. If you vote by telephone, you do not need to complete and mail your proxy card.

- *Mail.* To vote by mail, you need to complete, date and sign the proxy card that accompanies this joint proxy statement/prospectus and promptly mail it in the enclosed postage-prepaid envelope. You do not need to put a stamp on the enclosed envelope if you mail it from within the United States. Idera stockholders who vote in this way should mail the proxy card early enough so that it is received before the date of the Idera special meeting.

- *In person.* If you attend the Idera special meeting, you may vote by delivering your completed proxy card in person or you may vote by completing a ballot at the special meeting. Ballots will be available at the special meeting. Attendance at the Idera special meeting will not, however, in and of itself constitute a vote or a revocation of a prior proxy.

Idera stockholders are encouraged to submit a proxy promptly. Your proxy will only be valid if you complete and return the proxy card, vote by telephone or vote over the internet at or before the Idera special meeting. The persons named in the proxy card will vote the shares you own in accordance with your instructions on your proxy card, in your vote by telephone or in your vote over the internet. If you return the proxy card, vote by telephone or vote over the internet, but do not give any instructions on a particular matter described in this joint proxy statement/prospectus, the persons named in the proxy card will vote the shares you own in accordance with the recommendations of the Idera board. However, if you previously submitted a proxy for the Idera special meeting originally scheduled for May 9, 2018, which proxy has not subsequently been revoked, and are a holder of record on May 29, 2018 and you do not want to change or revoke your proxy, you do not need to take any action. Accordingly, Idera intends to vote such proxy at the Idera special meeting on July 10, 2018, as directed by your previously submitted proxy.

Voting of Idera Common Stock Held in Street Name

If you hold Idera shares through a bank, broker or other nominee, you may instruct your bank, broker or other nominee to vote your Idera shares by following the instructions that the bank, broker or nominee provides to you with these materials. Most banks and brokers offer the ability for stockholders to submit voting instructions by mail by completing a voting instruction card, by telephone and via the Internet. If you do not provide voting instructions to your bank, broker or other nominee, your Idera shares will not be voted on any proposal as your bank, broker or other nominee does not have discretionary authority to vote on any of the proposals to be voted on at the Idera special meeting. However, if you are an Idera stockholder as of the revised May 29, 2018 record date who previously provided voting instructions to your bank, broker or other nominee, and do not wish to change your vote, you will not need to provide voting instructions again and your Idera shares will be voted at the rescheduled July 10, 2018 Idera special meeting in accordance with your original voting instructions.

Even if your shares are held in street name, you are welcome to attend the Idera special meeting. If your shares are held in street name, you may not vote your shares in person at the Idera special meeting unless you obtain a proxy, executed in your favor, from the holder of record (i.e., your bank, broker or other nominee). If you hold your shares in street name and wish to vote in person, please contact your bank, broker or other nominee before the Idera special meeting to obtain the necessary proxy from the holder of record.

How Proxies are Counted

All shares represented by properly executed proxies received in time for the Idera special meeting will be voted at the meeting in the manner specified by the stockholders giving those proxies. Properly executed proxies that do not contain voting instructions will be voted "FOR" each of the proposals.

Only shares affirmatively voted for the proposal, and properly executed proxies that do not contain voting instructions, will be counted as favorable votes for the proposal to adopt the merger agreement. Abstentions and broker non-votes will have the same effect as votes "AGAINST" the proposal to adopt the merger agreement. Abstentions, failures to vote and broker non-votes will have no effect on the proposal to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers. However, because none of the proposals to be voted on at the Idera special meeting are routine matters for which brokers may have discretionary authority to vote, Idera does not expect any broker non-votes at the special meeting.

Revocation of Proxies

If you are the record holder of Idera common stock, you can change your vote or revoke your proxy at any time before your proxy is voted at the special meeting. You can do this by:

- timely delivering a signed written notice of revocation to the Assistant Secretary of Idera, dated as of a later date than the date of the proxy and received prior to the Idera special meeting;
- timely delivering a new, valid proxy bearing a later date than your original proxy by submitting instructions through the Internet, by telephone or by mail as described on the proxy card and received prior to the Idera special meeting; or
- attending the Idera special meeting and voting in person, which will automatically cancel any proxy previously given, or you can revoke your proxy in person. Simply attending the Idera special meeting without voting will not revoke any proxy that you have previously given or change your vote.

A registered stockholder may revoke a proxy by any of these methods, regardless of the method used to deliver the stockholder's previous proxy.

Written notices of revocation and other communications with respect to the revocation of proxies should be addressed as follows:

Idera Pharmaceuticals, Inc.
167 Sidney Street
Cambridge, Massachusetts 02139
Attention: Assistant Secretary

Please note that if your shares are held in "street name" through a broker, bank or other nominee, you may change your vote by submitting new voting instructions to your broker, bank or nominee in accordance with its established procedures. If your shares are held in the name of a broker, bank or other nominee and you decide to change your vote by attending the Idera special meeting and voting in person, your vote in person at the Idera special meeting will not be effective unless you have obtained and present an executed proxy issued in your name from the record holder (your broker, bank or other nominee).

Table of Contents

Tabulation of Votes

Idera has appointed Robert Doody to serve as the inspector of election for the Idera special meeting. Robert Doody will, among other things, determine the number of shares of Idera common stock represented at the Idera special meeting to confirm the existence of a quorum, determine the validity of all proxies and ballots and independently tabulate affirmative and negative votes and abstentions.

Solicitation of Proxies

Idera is soliciting proxies for its special meeting from its stockholders. Idera will pay its own cost of soliciting proxies, including the cost of mailing this joint proxy statement/prospectus, from its stockholders. In addition to solicitation by use of the mails, proxies may be solicited by Idera's directors, officers and employees in person or by telephone or other means of communication. These persons will not receive additional compensation, but may be reimbursed for reasonable out-of-pocket expenses in connection with this solicitation.

Idera has retained the services of MacKenzie Partners, Inc. to assist in the solicitation of proxies for an estimated fee not to exceed $17,500, plus reimbursement of out-of-pocket expenses. Idera will make arrangements with brokerage houses, custodians, nominees and fiduciaries to forward proxy solicitation materials to beneficial owners of shares held of record by them. Idera will also reimburse these brokerage houses, custodians, nominees and fiduciaries for their reasonable out-of-pocket expenses incurred in forwarding the proxy materials.

Adjournments

If a quorum is not present, the Idera special meeting may be adjourned by the chairman of the Idera special meeting, to reconvene at the same or another place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

Householding of Special Meeting Materials

The SEC has adopted rules that permit companies and intermediaries such as banks, brokers or nominees to satisfy delivery requirements for proxy statements and annual reports with respect to two or more stockholders sharing the same address by delivering a single proxy statement or annual report, as applicable, addressed to those stockholders. This process, which is commonly referred to as "*householding*," reduces the volume of duplicate information received at your household and helps reduce Idera's expenses. Unless Idera has received contrary instructions, Idera may send a single copy of this joint proxy statement/prospectus and notice to any household at which two or more stockholders with the same surname reside if Idera believes the stockholders are members of the same family. Each stockholder in the household will continue to receive a separate proxy card. We will promptly deliver a separate copy of our proxy statement to any stockholder upon written request to Idera Pharmaceuticals, Inc., Attention: Investor Relations, 167 Sidney Street, Cambridge, Massachusetts 02139, or request via telephone: 1-877-888-6550 or email at ir@iderapharma.com. Any stockholder who wants to receive separate copies of our proxy statement or annual report to stockholders in the future, or any stockholder who is receiving multiple copies and would like to receive only one copy per household, should contact the stockholder's bank, broker or other nominee, or the stockholder may contact Idera at the above address and phone number.

Table of Contents

Questions and Additional Information

If you need assistance in completing your proxy card, have questions regarding the Idera special meeting or would like additional copies of any materials, Idera stockholders may contact Idera's proxy solicitor, MacKenzie Partners, Inc. at:

MACKENZIE PARTNERS, INC.

1407 Broadway, 27th Floor
New York, New York 10018
Stockholders May Call Toll-Free: 800-322-2885
Banks and Brokers May Call Collect: 212-929-5500
Email: proxy@mackenziepartners.com

Idera stockholders should not return their stock certificates or send documents representing shares of Idera stock with the proxy card. If the mergers are completed, the exchange agent for the Idera merger will send to Idera stockholders a letter of transmittal and related materials and instructions for exchanging shares of Idera stock.

Table of Contents

IDERA PROPOSALS

Idera Proposal 1: The Idera Merger Proposal

Idera stockholders are asked to approve the proposal to adopt the merger agreement. For a summary and detailed information regarding this proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in sections entitled "The Mergers" and "The Merger Agreement" beginning on pages 53 and 116, respectively, of this joint proxy statement/prospectus. A copy of the merger agreement is attached as Annex A to this joint proxy statement/prospectus.

Pursuant to the merger agreement, approval of this proposal by Idera stockholders is a condition to the consummation of the mergers. If this proposal is not approved, the mergers will not be consummated.

Idera is requesting that Idera stockholders approve the proposal to adopt the merger agreement. Approval of this proposal requires the affirmative vote of the holders of a majority of the voting power of all shares of Idera common stock entitled to vote at the Idera special meeting.

Recommendation of the Idera Board

The Idera board unanimously recommends that Idera stockholders vote "FOR" the proposal to approve the mergers.

Idera Proposal 2: The Idera Merger-Related Compensation Proposal

Idera stockholders are asked to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers. For a summary and detailed information regarding this proposal, see the information about the mergers and the merger agreement throughout this joint proxy statement/prospectus, including the information set forth in the section entitled "The Mergers—Idera Stockholder Advisory Vote on Merger-Related Compensation for Idera's Named Executive Officers Proposal" beginning on page 103 of this joint proxy statement/prospectus.

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and Rule 14a-21(c) of the Exchange Act, Idera is seeking non-binding, advisory stockholder approval of the compensation of Idera's named executive officers that is based on or otherwise relates to the mergers as disclosed above in the section entitled "The Mergers—Idera Stockholder Advisory Vote on Merger-Related Compensation for Idera's Named Executive Officers Proposal" beginning on page 103 of this joint proxy statement/prospectus. The proposal gives Idera's stockholders the opportunity to express their views on the merger-related compensation of Idera's named executive officers.

Accordingly, Idera is requesting stockholders to adopt the following resolution, on a non-binding, advisory basis:

> "RESOLVED, that the compensation that may be paid or become payable to Idera's named executive officers, in connection with the mergers, and the agreements or understandings pursuant to which such compensation may be paid or become payable, in each case as disclosed pursuant to Item 402(t) of Regulation S-K in 'Advisory Vote on Merger-Related Compensation for Idera Named Executive Officers—Golden Parachute Compensation,' are hereby APPROVED."

Idera stockholders should note that the Idera merger-related compensation proposal is merely an advisory vote, which will not be binding on Idera or the Idera board. Further, the underlying plans and arrangements are contractual in nature and not, by their terms, subject to stockholder approval. Accordingly, regardless of the outcome of the advisory vote, if the mergers are consummated, the

Table of Contents

eligibility of the Idera named executive officers for such payments and benefits will not be affected by the outcome of the advisory vote.

The proposal to approve, on a non-binding advisory basis, the compensation that may be paid or become payable to Idera's named executive officers in connection with the mergers is a vote separate and apart from the vote on the proposal to adopt the merger agreement. Accordingly, an Idera stockholder may vote to approve one proposal and not the other. Approval of the Idera merger-related compensation proposal is not a condition to the completion of the mergers.

Recommendation of the Idera Board

The Idera board unanimously recommends a vote "FOR" the approval of the Idera merger-related compensation proposal.

Table of Contents

THE MERGERS

The following is a description of the material aspects of the mergers, including the merger agreement. While we believe that the following description covers the material terms of the mergers, the description may not contain all of the information that is important to you. We encourage you to read this joint proxy statement/prospectus carefully and in its entirety, including the merger agreement which is attached as Annex A to this joint proxy statement/prospectus, for a more complete understanding of the mergers.

Effects of the Mergers

Upon the terms and subject to the conditions of the merger agreement and in accordance with the DGCL, at the effective time of the mergers, Merger Sub A, a wholly owned subsidiary of Holdco and a party to the merger agreement, will merge with and into Idera. Idera will survive the merger as a wholly owned subsidiary of Holdco. Upon the terms and subject to the conditions of the merger agreement and in accordance with the DGCL, at the effective time of the mergers, Merger Sub B, a wholly owned subsidiary of Holdco and a party to the merger agreement, will merge with and into BioCryst. BioCryst will survive the merger as a wholly owned subsidiary of Holdco. As a result, among other things, Holdco will become the ultimate parent of Idera, BioCryst and their respective subsidiaries. The mergers will become effective at the time at which the certificates of merger have been duly filed with the Secretary of State of the State of Delaware or at any later date or time mutually agreed to in writing by Idera and BioCryst and specified in the certificates of merger in accordance with the DGCL.

At the effective time of the mergers, each issued and outstanding share of Idera common stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive 0.20 fully paid and nonassessable shares of Holdco common stock, with cash paid in lieu of fractional shares.

At the effective time of the mergers, each issued and outstanding share of Idera preferred stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive a number of fully paid and nonassessable shares of Holdco common stock equal to (i) $1.00 divided by the 20-trading-day average trading price of Idera common stock, ending with the trading day prior to the third day prior to the closing date, multiplied by (ii) 0.20, with cash paid in lieu of fractional shares.

At the effective time of the mergers, each issued and outstanding share of BioCryst common stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A, or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by BioCryst as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive 0.50 fully paid and nonassessable shares of Holdco common stock, with cash paid in lieu of fractional shares.

The exchange ratios are fixed and will not be adjusted to reflect stock price changes prior to the closing of the mergers.

Idera and BioCryst are working to complete the mergers as soon as practicable and expect the closing of the mergers to occur in the third quarter of 2018. However, the mergers are subject to the satisfaction or waiver of certain conditions, and it is possible that factors outside the control of Idera and BioCryst could result in the mergers being completed at a later time or not at all.

Background of the Mergers

The BioCryst board and Idera board, together with their respective management, regularly reviews their respective company's discovery and development programs, business opportunities and potential transactions to strengthen their respective position and enhance stockholder value. Each of them also, from time to time in the past, has had informal discussions with a number of participants in the biopharmaceutical industry relating to potential transactions or relationships, including mergers, collaborations, partnerships, combination studies, licensing and other arrangements.

In early February 2016, BioCryst announced the results of its Avoralstat in hereditary angioedema OPuS-2 (Oral ProphylaxiS-2) clinical trial and that BioCryst would not be moving forward with further clinical trials for Avoralstat. At a meeting of the BioCryst board held at that time to review the OPuS-2 results, the BioCryst board noted the early stage of clinical development for BioCryst's follow-on lead compound, BCX-7353, and discussed potential opportunities for risk diversification to increase the number of potential product candidates that could advance through clinical trials, including potential strategic opportunities such as mergers, bolt-on acquisitions or in-licensing transactions with other participants in the biopharmaceutical industry.

In early March 2016, Mr. Stonehouse, chief executive officer of BioCryst, called the chief executive officer of a privately held biopharmaceutical company ("*Company A*") to discuss developments in the biopharmaceutical industry generally. On the call, each expressed their mutual interest in learning more about the other company's clinical development programs, and the two agreed to meet in person later that month. Following the call, on March 11, 2016, Company A and BioCryst entered into a non-disclosure agreement which included a standstill provision that is inoperative in circumstances where BioCryst enters into a merger agreement with a third party or is the subject of a tender offer, and does not prohibit Company A from requesting that the BioCryst board waive the restrictions in the standstill provision. Beginning in mid-March 2016 and continuing through April 2016, Company A and BioCryst conducted due diligence on each other.

On March 29, 2016, Mr. Stonehouse and three independent directors of BioCryst met with the chief executive officer and senior management of Company A, together with their respective legal and financial advisors, to learn more about each company's programs. They discussed whether to explore a potential business combination that would be structured as a stock-for-stock transaction based on the relative values of the two companies. Representatives of BioCryst and Company A also discussed their respective views on the values of BioCryst and Company A. Over the next several weeks diligence was conducted by both companies. In late April 2016, the chief executive officer of Company A called Mr. Stonehouse and informed him that Company A was not interested in pursuing a business combination transaction at that time because Company A's due diligence review of BioCryst, given the lack of clinical data on BCX-7353, did not support the relative valuation levels previously discussed by representatives of Company A and BioCryst.

On May 24, 2016, the BioCryst board held a regularly scheduled meeting, which was also attended by members of BioCryst management and representatives of an advisor engaged by BioCryst to assist in identifying potential strategic opportunities, such as mergers, bolt-on acquisitions and in-licensing transactions. The BioCryst board discussed potential opportunities for risk diversification and the desired criteria for a counterparty, including that the counterparty have a focus on chronic orphan and rare diseases and near term clinical catalysts. Following a review of potential counterparties, the BioCryst board instructed BioCryst management to do further analysis on the various biopharmaceutical companies discussed by the BioCryst board, in order to identify strategic opportunities that could enhance stockholder value and provide risk diversification.

On June 10, 2016, following an introduction by a BioCryst board member, Mr. Stonehouse called the chief executive officer of a large publicly traded biopharmaceutical company ("*Company B*") who expressed interest in discussing their respective businesses. Following this call, Mr. Stonehouse and the chief executive officer of Company B agreed to meet in person to discuss potential opportunities for a strategic transaction between the two companies. Mr. Stonehouse and the chief executive officer of Company B met on June 22, 2016 and on July 26, 2016 and discussed a transaction proposed by the chief executive officer of Company B in which Company B would acquire BioCryst for cash. On July 27, 2016, BioCryst and Company B entered into a non-disclosure agreement, which included a standstill provision that is inoperative in circumstances where BioCryst enters into a merger agreement or is the subject of a tender offer and does not prohibit Company B from requesting that the BioCryst board waive the restrictions in the standstill. BioCryst made an online data room available to Company B, and Company B and its advisors conducted preliminary due diligence on BioCryst. In early August the chief executive officer of Company B called Mr. Stonehouse and told him that Company B was no longer interested in pursuing a transaction with BioCryst because, based on the advice of Company B's financial advisor, Company B believed it would need to provide a meaningful premium to BioCryst stockholders to successfully conclude a deal, and Company B was not willing to pay a price for BioCryst that provided a meaningful premium to BioCryst stockholders based on the trading price of BioCryst common stock at the time.

On August 5, 2016, the BioCryst board held a special telephonic meeting. At the meeting, Mr. Stonehouse informed the BioCryst board of Company B's decision to terminate discussions at that time. The BioCryst board also discussed whether to explore other potential sale transactions, and the BioCryst board's belief that other potential purchasers were not likely to appropriately value BioCryst until more data was available from clinical trials. The BioCryst board instructed management to continue analyzing strategic opportunities that would enhance stockholder value and provide risk diversification.

As a follow up to an informal meeting at an investor conference in June 2016, Mr. Stonehouse and Mr Milano, chief executive officer of Idera, spoke by telephone in July 2016 and discussed developments in the biopharmaceutical industry generally and their mutual interest in learning more about the clinical and discovery programs of each other's company. Mr. Milano and Mr. Stonehouse met in person in August 2016 and discussed their respective companies, whether a combination of the two companies could enhance stockholder value for each respective company, and whether to explore a potential business combination at that time.

The BioCryst board held a regularly scheduled meeting on September 27 and 28, 2016, and conducted its annual strategic review which included an update from BioCryst management on developments in BioCryst's clinical programs and a discussion of potential strategic combination opportunities and opportunities for diversification through bolt-on acquisitions of companies with an orphan/rare disease focus. The BioCryst board discussed the status of the clinical program for BCX-7353 in hereditary angioedema, which had begun enrolling patients in August 2016, and determined that further efforts with respect to strategic opportunities should be considered, but meaningful progress was unlikely until closer to the time that additional data would be available from the BCX-7353 APeX-1 study.

On October 27, 2016, as a follow up to the discussions between Mr. Stonehouse and Mr. Milano during the summer of 2016, Mr. Stonehouse and Lynne Powell, Senior Vice President and Chief Commercial Officer of BioCryst, met with Mr. Milano and Clayton Fletcher, Senior Vice President of Business Development and Strategic Planning of Idera, and discussed their respective company's clinical development and preclinical programs. Each of BioCryst and Idera concluded at that time that each party should focus its efforts on further progressing its own clinical development efforts for its lead products, and not to pursue a potential business combination, with Mr. Milano and Mr. Stonehouse leaving open the possibility of further discussions after additional data was available from their respective company's clinical development efforts.

Table of Contents

In December 2016, the CEO of a privately held biopharmaceutical company ("*Company C*") called Mr. Stonehouse, and, in light of the anticipated announcement of additional data from the BCX-7353 APeX-1 study, expressed an interest in exploring a possible strategic transaction with BioCryst. On December 22, 2016, BioCryst and Company C entered into a non-disclosure agreement which did not include a standstill provision. Mr. Stonehouse and members of BioCryst management met with members of Company C management in January 2017 and discussed their respective company's clinical development programs. Shortly thereafter, Company C informed Mr. Stonehouse that Company C was not interested in pursuing a transaction with BioCryst, and there were no further discussions between Company C and BioCryst following that meeting.

In January 2017, Mr. Stonehouse attended an industry conference and had informal meetings with representatives of several biopharmaceutical companies, including the CEO of a private biopharmaceutical company ("*Company D*"). Mr. Stonehouse met again with the CEO of Company D on February 13, 2017 and discussed their mutual interest in exploring a strategic combination, following such time as data from the clinical trials for BCX-7353 in hereditary angioedema became available.

On February 27, 2017, BioCryst announced positive results from an interim analysis of its Phase 2 APeX-1 clinical trial for BCX-7353 in hereditary angioedema.

In February 2017, following the announcement of the interim results of the Phase 2 APeX-1 clinical trial for BCX-7353, representatives of a mid-size publicly traded biopharmaceutical company ("*Company E*") contacted Mr. Stonehouse and indicated Company E's interest in exploring a potential business combination transaction with BioCryst, following the availability of final results from the BCX-7353 APeX-1 Phase 2 trial expected in late 2017.

Also in February 2017, in a discussion with an investment banker, Idera became aware of a privately held rare disease company ("*Company F*") that was considering its strategic alternatives, including a possible sale of Company F. After a discussion at the March 7, 2017 regularly scheduled Idera board meeting, the Idera board requested that Mr. Milano follow up on this possible acquisition opportunity. In April 2017, the CEO of Company F called Mr. Milano to discuss a possible strategic transaction with Idera. During May 2017, Idera and Company F entered into a non-disclosure agreement and Mr. Milano and members of Idera management met telephonically with members of Company F management to discuss the lead asset of Company F.

On May 9, 2017, BioCryst and Company E entered into a non-disclosure agreement which did not include a standstill provision. BioCryst made an online data room available to Company E, and throughout the summer of 2017, Company E conducted a due diligence review of BioCryst, and members of Company E management and Mr. Stonehouse engaged in preliminary discussions regarding possible terms of a potential strategic transaction, including a stock-for-stock merger transaction.

During the months of May and June 2017, Idera management, along with the Idera board, had a series of informational meetings to discuss a possible merger agreement with Company F. Shortly thereafter, Company F informed Mr. Milano that Company F was pursuing a different strategic alternative and would not continue to pursue a transaction with Idera.

In August 2017, the chairman of Company D called Mr. Stonehouse and informed him that Company D remained interested in discussing a transaction with BioCryst.

On September 5, 2017, BioCryst announced the final results from the BCX-7353 Phase 2 trial, which showed a positive treatment effect, and announced plans to meet with the Food and Drug Administration and the European Medicines Agency during the fourth quarter of 2017 to finalize plans for Phase 3 study of BCX-7353.

On September 10, 2017, Idera announced final results from the dose-selection phase of an ongoing Phase 1/2 trial investigating IMO-2125, Idera's intratumorally-delivered Toll-like Receptor, or TLR, 9 agonist, in combination with ipilimumab (Yervoy®), manufactured by Bristol-Myers Squibb, which demonstrated positive and encouraging response data in anti-PD-1 refractory melanoma.

Following the announcement and the subsequent translational medicine presentation at the Society of Immunotherapy of Cancer on November 9, 2017, there was substantial interest in IMO-2125 and Idera engaged in discussions with select parties regarding potential licensing and collaboration arrangements between Idera and such parties, however, none of the parties proposed definitive terms regarding a potential licensing or collaboration arrangement with Idera during the course of discussions with BioCryst regarding the potential business combination.

On September 12, 2017, a public offering of BioCryst common stock priced at $5.15 per share, which resulted in net proceeds to BioCryst of $85.8 million.

In mid-September 2017, the CEO of Company A contacted Mr. Stonehouse and indicated that Company A was again interested in exploring a potential business combination transaction with BioCryst. Mr. Stonehouse told the CEO of Company A that he would communicate Company A's renewed interest in a business combination transaction to the BioCryst board.

On September 19, 2017, the Idera board held a regularly scheduled meeting with members of Idera management in attendance. At the meeting, among other topics discussed, Mr. Milano led a discussion with the Idera board related to the landscape of the biopharmaceutical industry, Idera's stand-alone business plan, the advantages of diversifying Idera's clinical portfolio and various organic and strategic alternatives, including the potential licensing and collaboration arrangements discussed with third parties who had expressed an interest in IMO-2125. As part of this discussion, Mr. Milano presented an overview of BioCryst based on publicly available information. Julian Baker and Kelvin Neu, members of the Idera board, noted that affiliates of Baker Bros. Advisors ("*BBA*") held a minority interest in BioCryst, and they recused themselves from the portion of the meeting regarding a potential business combination with BioCryst and from future discussions regarding a potential business combination. Beginning at this meeting and continuing until January 21, 2018, Messrs. Baker and Neu were not present for, and did not participate in, any discussions or determinations of the Idera board regarding the potential business combination between BioCryst and Idera. At the conclusion of the discussion, the Idera board determined that Mr. Milano should continue to explore potential licensing or collaboration arrangements and reach out to Mr. Stonehouse to see if there was interest in restarting a discussion regarding a potential stock-for-stock business combination between BioCryst and Idera.

On September 20, 2017, Mr. Milano and Mr. Stonehouse spoke by telephone and discussed progress in the respective clinical programs of BioCryst and Idera. On the call, Mr. Milano inquired about Mr. Stonehouse's interest in having a further general discussion about recent biopharmaceutical industry developments and the possibility of a potential business combination between BioCryst and Idera. Mr. Stonehouse agreed to an in-person discussion, which was thereafter set for September 26, 2017.

On September 22, 2017, the chairman of Company D called Mr. Stonehouse and informed him that Company D was not able to consider further discussions at that time because of other corporate priorities of Company D.

On September 26, 2017, Mr. Milano and Mr. Stonehouse met and discussed the possibility of exploring a potential business combination transaction, given the additional data that was now available from their respective clinical development efforts. Mr. Stonehouse told Mr. Milano that he would discuss the opportunity for a potential business combination between BioCryst and Idera with the BioCryst board.

On October 2, 2017, Company E informed BioCryst that it was no longer interested in pursuing a merger or acquisition transaction with BioCryst, and was only interested in licensing BCX-7353.

Mr. Stonehouse informed representatives of Company E that BioCryst was not interested in a licensing transaction, given the recent positive clinical trial results, BioCryst's ability to pursue the commercialization of BCX-7353 without a partner and the desire to preserve upside potential for BioCryst stockholders.

The BioCryst board held a regularly scheduled board meeting on October 11 and 12, 2017 at which the BioCryst board conducted its annual strategic review of developments in the biopharmaceutical industry as they related to the treatment of rare diseases and potential platforms for developing new treatments, BioCryst's clinical programs, commercialization and launch plans, financial position and potential strategic combination opportunities. At this meeting, members of management of BioCryst presented preliminary internal financial forecasts, which assigned various probabilities to the successful clinical development of BioCryst's pipeline product candidates, and the BioCryst board and members of management discussed refinements to the assumptions underlying such forecasts. Representatives of J.P. Morgan, a financial advisor that BioCryst had retained in considering strategic matters, presented an illustrative valuation of BioCryst based on management's preliminary internal financial forecasts. Mr. Stonehouse informed the BioCryst board of his discussions with Company A and Idera and the interest that each had indicated in exploring a potential strategic transaction with BioCryst. The BioCryst board discussed BioCryst's stand-alone business plan, including its development, commercialization and launch plans for BCX-7353, financing risks, the desirability of diversifying its pipeline of products in development and strategic alternatives that could be available to BioCryst, which included a business combination transaction with Company A, Idera or other biotechnology or pharmaceutical companies in a stock-for-stock transaction. The BioCryst board also discussed whether any biotechnology or pharmaceutical companies would be interested in acquiring BioCryst in a cash transaction, and determined that a stock-for-stock transaction based on the relative values of the constituent companies could be more value-enhancing for BioCryst stockholders than a cash sale transaction in light of the status of BioCryst's development programs, and the BioCryst board's belief that an all-stock transaction would allow BioCryst stockholders to participate in any upside potential for its products while providing diversification. The BioCryst board authorized BioCryst management to exchange information and engage in due diligence with Company A and Idera and pursue further discussions with both companies to explore whether a potential strategic transaction effecting a combination with either party would be value-enhancing to BioCryst stockholders.

On October 13, 2017, Mr. Stonehouse contacted Mr. Milano to inform him that the BioCryst board was interested in exploring a potential business combination with Idera. They agreed to proceed with preliminary diligence on the other company's respective lead product candidates, with the possibility of additional diligence if it was determined that a potential business combination was likely to be in the best interests of their respective stockholders.

On October 17, 2017, BioCryst entered into a mutual non-disclosure agreement with Company A, which included a standstill provision that is inoperative in circumstances where BioCryst enters into a merger agreement with a third party or is the subject of a tender offer, and which does not prohibit Company A from requesting that the BioCryst board waive the restrictions in the standstill provision. Company A and BioCryst exchanged confidential information, engaged in management discussions about their respective businesses and conducted due diligence on each other during October and November.

On October 18, 2017, BioCryst entered into a mutual non-disclosure agreement with Idera, which did not include a standstill provision, following which BioCryst and Idera granted the other party and its representatives access to its respective online data room with materials limited to each company's respective lead product candidates. BioCryst and Idera periodically engaged in management discussions about, and conducted preliminary due diligence with respect to, each company's respective lead product candidates during October and November.

On October 25, 2017, a public offering of Idera common stock priced at $1.50 per share, resulting in net proceeds to Idera of $53.8 million.

On October 26, 2017, members of Idera and BioCryst management and representatives of Goldman Sachs, financial advisor to Idera, and J.P. Morgan met to discuss the two companies' respective clinical and preclinical development programs.

Beginning on November 13, 2017 and continuing through the signing of the merger agreement, Mr. Milano had periodic discussions with members of the Idera board to provide updates regarding the status of discussions regarding potential licensing or collaboration arrangements and the exploration of the potential business combination with BioCryst. Mr. Stonehouse periodically updated members of the BioCryst board on the status of discussions with Idera.

On November 22, 2017, the CEO of Company A contacted Mr. Stonehouse to discuss Company A's continued interest in pursuing a stock-for-stock business combination transaction with BioCryst based on the relative values of the companies, as well as the status of the due diligence review being conducted by Company A and BioCryst. Representatives of Company A engaged in discussions with BioCryst management and representatives of J.P. Morgan in late November and early December on due diligence matters. During their discussions, representatives of Company A provided to J.P. Morgan Company A's views on the relative values of BioCryst and Company A, which ascribed a higher value to Company A than to BioCryst.

On November 28, 2017, the Idera board held a regularly scheduled in-person meeting, with members of Idera management and, for the portion of the meeting regarding the potential business combination, representatives of Goldman Sachs in attendance. At the meeting, Mr. Milano provided an update on the discussions with BioCryst regarding the potential business combination between BioCryst and Idera. At this meeting, members of Idera management reviewed Idera's due diligence to date on BCX-7353, the commercial potential of BCX-7353, and the capital structure and funding requirements, including the potential for raising capital through partnering arrangements. Representatives of Goldman Sachs presented public market perspectives on BioCryst. The Idera board discussed the results of the due diligence review and the strategic rationale for a combination with BioCryst. The Idera board determined that a potential business combination transaction with BioCryst, on the right terms, could be attractive to Idera and its stockholders. The Idera board instructed Idera management to continue its diligence and valuation work on BioCryst.

Subsequently on November 28, 2017, Mr. Milano contacted Mr. Stonehouse to discuss the status of the parties' mutual due diligence review, and Idera's continued interest in the possibility of a potential stock-for-stock business combination transaction with BioCryst. Mr. Milano and Mr. Stonehouse also discussed potential synergies from combining headquarters and research and development facilities, the relative representation of BioCryst directors and Idera directors on the board of directors of the combined company and perspectives on key management roles. Mr. Milano and Mr. Stonehouse also discussed potential next steps, including completing diligence and pursuing negotiation of a definitive agreement if the two companies' respective boards of directors wished to further pursue a potential business combination.

On December 6, 2017, the BioCryst board held a special meeting. Also in attendance were members of BioCryst management, representatives of J.P. Morgan and representatives of Skadden, legal advisor to BioCryst. Mr. Stonehouse updated the BioCryst board on discussions with each of Company A and Idera, including discussions between representatives of J.P. Morgan and representatives of Company A with respect to Company A's views on the relative values of BioCryst and Company A, and his discussions with Mr. Milano on the methodology for determining the relative values of BioCryst and Idera, and the corporate governance of a combined BioCryst/Idera entity. At this meeting, members of BioCryst management reviewed BioCryst's due diligence to date on each of Company A and Idera, focusing on the lead programs of each of Company A and Idera, the commercial potential of their respective lead programs, and their respective capital structures and funding requirements, including the potential for raising capital through partnering arrangements. Members of BioCryst management reviewed preliminary financial forecasts for the lead programs of Company A, Idera and BioCryst prepared by BioCryst management, which assigned various probabilities to the successful clinical development of the lead product candidates of each company. The BioCryst financial forecasts presented by BioCryst management at the meeting reflected the refinements to probability of success and commercialization assumptions discussed with the BioCryst board at the October 11-12 BioCryst board meeting, and the BioCryst board members discussed further adjustments to the assumptions underlying the forecasts. Representatives of J.P. Morgan presented a preliminary valuation review, based on management's preliminary financial forecasts, with respect only to the lead products of each of Company A, Idera and BioCryst, together with a sensitivity analysis which varied certain assumptions for each of the lead products. The BioCryst board discussed the results of the due diligence review, the preliminary valuation review and the strategic rationale for a combination with each of Idera and Company A. The BioCryst board determined that the preliminary valuation review on Company A did not support the relative valuation levels that Company A had indicated to representatives of J.P. Morgan that it would require in a business combination transaction, and determined that a business combination transaction with Idera, on the right terms, could be attractive to BioCryst and its stockholders. The BioCryst board instructed BioCryst management to continue its diligence and valuation work with respect to Idera only, and to inform Company A that it was not interested in pursuing a transaction with Company A at that time.

On December 6, 2017, at the instruction of the BioCryst board, Mr. Stonehouse called Company A and informed Company A of the BioCryst board's determination that due diligence and preliminary valuation work on Company A did not support the valuation levels that Company A had previously indicated it would require in a business combination transaction with BioCryst, and that the BioCryst board determined not to further pursue a transaction with Company A at that time. Mr. Stonehouse also called Mr. Milano and informed him of the BioCryst board's interest in pursuing further discussions and due diligence to determine whether an agreement could be reached with respect to a business combination between Idera and BioCryst.

Beginning the week of December 12, 2017 through January 21, 2018, each of BioCryst and Idera granted the other party and its representatives expanded access to its respective online data room to include materials responsive to due diligence request lists supplied by Idera and BioCryst, respectively, and any further due diligence requests made by either party.

On December 13, 2017, members of Idera and BioCryst management and representatives of Goldman Sachs and J.P. Morgan held an in-person meeting to discuss each company's respective commercialization plans for its product candidates, status of financial due diligence, and Idera and BioCryst management's respective views on future performance.

During the month of December 2017 and continuing into January 2018, management of BioCryst and Idera, together with their legal and financial advisors, continued their mutual diligence review and participated in meetings and telephonic conferences where financial, commercial, regulatory, R&D, tax, human resource, chemistry/manufacturing/control (*CMC*), legal and corporate information was exchanged by the parties. Idera also discussed with BioCryst its plans for potential partnering arrangements involving rights to develop and market one of Idera's lead product candidates in certain jurisdictions.

On December 15, 2017, the Idera board met with members of Idera management and representatives of Goldman Sachs and Latham, legal advisor to Idera, in attendance. At the meeting, representatives of Latham provided an overview of the duties of the Idera board in evaluating a potential business combination with BioCryst. Idera management, along with representatives of Goldman Sachs and Latham, then provided an update on the status of due diligence, document requests and negotiations related to the potential business combination as well as the potential timing for receiving a first draft of the merger agreement from BioCryst. Following the update, Idera management presented an update on the preparation of Idera management's unadjusted financial forecasts and risk-adjusted financial forecasts reflecting Idera management's viewpoints on the likelihood of successful commercialization of Idera's products. The Idera board provided guidance on the assumptions to be used for purposes of Idera management's unadjusted and risk-adjusted financial forecasts and determined that Idera management, together with Idera's legal and financial advisors, should continue discussions and negotiations with BioCryst and provided guidance with respect to such negotiations, including with respect to ownership and governance of the combined company.

On December 17, 2017, the BioCryst board held a special telephonic meeting, with members of BioCryst management and representatives of J.P. Morgan and Skadden in attendance, to discuss the process for evaluating a potential business combination with Idera, and to receive an update from BioCryst management on BioCryst's ongoing diligence with respect to Idera. BioCryst management updated the BioCryst board on the status of due diligence and information requests by Idera and BioCryst, which included a request to exchange non risk-adjusted forecasts for each company's lead product candidates. The BioCryst board instructed BioCryst management to provide Idera with the non-risk-adjusted forecasts that had previously been reviewed with, and reflected the input of, the BioCryst board, and to continue discussions with Idera regarding the terms of a business combination transaction. Skadden provided the BioCryst board with a summary of the key terms to be included in the initial draft merger agreement, which included a reverse subsidiary merger structure pursuant to which Idera would merge into a newly formed subsidiary of BioCryst with Idera stockholders receiving a fixed number of BioCryst shares in the merger, acceleration and vesting of outstanding options, reciprocal representations, warranties and covenants, mutual non-solicitation provisions and board recommendation requirements, and the obligation to put the merger to a stockholder vote even if the BioCryst board were to change its recommendation, and the BioCryst board instructed Skadden to send the draft merger agreement to Latham.

On December 18, 2017, Skadden sent the initial draft merger agreement to Latham.

On December 20, 2017, the BioCryst board held a special telephonic meeting, with members of BioCryst management and representatives of J.P. Morgan and Skadden in attendance. Representatives of Skadden reviewed the terms of the initial draft merger agreement with the BioCryst board. BioCryst management provided the BioCryst board with an update on the mutual due diligence review and discussions with Idera management.

On December 22, 2017, Mr. Milano and Mr. Stonehouse spoke by telephone and discussed the status of the mutual due diligence review, and the financial analysis being done by both parties, including with respect to each party's development of assumptions to apply to the non-risk adjusted forecasts of the other party and the methodology to be used in determining the appropriate relative ownership of BioCryst stockholders and Idera stockholders in a combined company. On that call, Mr. Milano suggested that the transaction should be structured in a manner in which each of BioCryst and Idera would merge into subsidiaries of a new holding company owned 50% by BioCryst stockholders and 50% by Idera stockholders, reflecting the relative market capitalization based on current trading of the two companies and taking the intrinsic value of the two companies into account. They also discussed issues related to corporate governance, and agreed to speak again regarding those issues at a later date.

Subsequently on December 22, 2017, the Idera board held a special telephonic meeting, with members of Idera management and representatives of Goldman Sachs and Latham in attendance. At the meeting, Mr. Milano provided an update on the status of negotiations of the potential business combination, including regarding the board of directors of the combined company and the headquarters of the combined company. Representatives of Latham then provided an overview of the draft merger agreement received from Skadden, and members of Idera management provided an update on the diligence review of BioCryst. Idera management then reviewed Idera management's unadjusted financial forecasts and risk-adjusted financial forecasts reflecting Idera management's viewpoints on the likelihood of successful commercialization of Idera's products. The Idera board then discussed alternatives to the potential business combination with BioCryst, including remaining as a stand-alone company and exploring potential licensing or partnership transactions. The Idera board instructed Idera management to provide Idera management's unadjusted financial forecasts that had previously been reviewed by the Idera Board to BioCryst, and determined that Idera management, together with Idera's legal and financial advisors, should continue discussions and negotiations with BioCryst and provided guidance with respect to such negotiations, including with respect to ownership of the combined company.

Later on December 22, 2017, BioCryst and Idera exchanged their respective management's unadjusted financial forecasts.

During the last two weeks of December 2017, management of BioCryst and Idera, together with their legal and financial advisors, continued to participate in meetings and telephonic conferences relating to due diligence, and discussed the appropriate assumptions to apply to the non-risk adjusted forecasts exchanged by the parties and other valuation topics.

On December 28, 2017, the BioCryst board held a special telephonic meeting, with members of BioCryst management and representatives of J.P. Morgan, Skadden and Ernst & Young LLP, BioCryst's public accounting firm, in attendance. At the meeting, management of BioCryst reviewed the results of the due diligence review of Idera, including an assessment of Idera's clinical programs and pipeline, the commercial potential of Idera's lead products, accounting and tax matters, and human resource matters. Mr. Stonehouse updated the BioCryst board on his recent discussions with Mr. Milano, which included the parties' respective views on relative values, the appropriate relative ownership of BioCryst stockholders and Idera stockholders in a combined company and the proposed holding company structure to effectuate the transaction. The BioCryst board instructed management and the advisors to continue discussions with Idera and its advisors regarding the terms of a business combination transaction as discussed at the meeting and provided guidance as to the BioCryst board's position that the exchange ratio for the transaction should be based on the relative intrinsic values of the two companies and that BioCryst stockholder ownership in the combined company should be greater than 50% on a fully diluted basis.

On December 29, 2017, representatives of Goldman Sachs and J.P. Morgan spoke to discuss the potential respective ownership by BioCryst stockholders and Idera stockholders of the combined company following the potential business combination. Representatives of Goldman Sachs indicated that Idera believed the parties needed to further discuss the relative values of the two companies. Representatives of J.P. Morgan indicated that BioCryst believed BioCryst stockholder ownership in the combined company should be greater than 50% on a fully diluted basis.

Also on December 29, 2017, Latham sent a revised draft of the merger agreement to Skadden, which reflected the holding company structure previously discussed by Mr. Milano and Mr. Stonehouse. Later that day Mr. Milano called Mr. Stonehouse to discuss Idera's views on the methodology for determining relative ownership of BioCryst stockholders and Idera stockholders in a combined company and advised Mr. Stonehouse that Idera believed that the appropriate valuation of the companies should take into account both intrinsic value and their relative market capitalization based on current trading of the two companies. Mr. Milano and Mr. Stonehouse agreed that further review and analysis of the forecasts assumptions was required in order for the parties to refine their respective views on relative valuation, and they agreed to speak again in January when they would both be attending an industry conference.

On January 3, 2018, the Idera board held a special telephonic meeting, with members of Idera management and representatives of Goldman Sachs and Latham in attendance. At the meeting, Mr. Milano provided an update on the status of negotiations of a potential business combination and considerations on relative valuation of the two companies.

Table of Contents

On January 9, 2018, Messrs. Stonehouse and Ingram, chairman of the BioCryst board, met with Mr. Milano and James Geraghty, chairman of the Idera board, at an industry conference, and discussed the strategic rationale for, and benefits of, combining BioCryst and Idera, and the proposed corporate governance of the new holding company, including the proposal for a combined company board comprised of four directors from each of the Idera board and the BioCryst board, and one director who was not a BioCryst or Idera director. Mr. Stonehouse and Mr. Milano agreed to speak again later in the week, together with their respective financial advisors, regarding the financial forecasts exchanged between the companies and the assumptions around the major drivers of value.

On January 11, 2018, Mr. Stonehouse and Mr. Milano, together with members of BioCryst management, Idera management and representatives of J.P. Morgan and Goldman Sachs, met to discuss the financial forecasts of the companies' that the respective managements exchanged. Following the meeting, Mr. Stonehouse and Mr. Milano met separately to discuss the appropriate exchange ratio for the potential business combination between the two companies. Mr. Milano stated that the disinterested members of the Idera board continued to be of the view that the negotiated exchange ratio should take into account both the intrinsic value of the two companies and the recent trading performance of Idera and BioCryst common stock. On January 13, 2018, Mr. Stonehouse and Mr. Milano spoke again by telephone to continue their discussion around the appropriate exchange ratio for the potential business combination.

Representatives of Latham and Skadden continued to discuss the terms of the merger agreement during this period, including the holding company structure, the treatment of employee equity awards, the circumstances giving rise to a termination fee and the amount of the termination fee. Representatives of Latham and Skadden also discussed potential voting agreements between each of Idera and BioCryst, and affiliates of BBA, pursuant to which affiliates of BBA would agree to vote in favor of the merger agreement at the BioCryst stockholder meeting and at the Idera stockholder meeting, subject to certain exceptions.

On January 14, 2018, the BioCryst board had a special telephonic meeting, with members of BioCryst management and representatives of J.P. Morgan and Skadden in attendance. At the meeting, Mr. Stonehouse updated the BioCryst board on the status of negotiations with Idera, and Idera's position regarding the exchange ratio. At the meeting, representatives of J.P. Morgan presented their preliminary analysis with respect to the relative values of BioCryst and Idera based on the latest available financial forecasts of BioCryst and Idera prepared by BioCryst management, and reviewed with the BioCryst board the recent trading history of the two companies. The BioCryst board discussed the composition of the board of the combined company, and the roles of Mr. Milano, Mr. Stonehouse and Mr. Ingram in the combined company. The BioCryst board instructed BioCryst management to continue discussions with Idera management on a business combination transaction, but to inform Idera that the exchange ratio should reflect the relative intrinsic values of BioCryst and Idera, and that on this basis the BioCryst board believed that this should yield BioCryst stockholder ownership in the combined company of 52.0% on a fully diluted basis.

On January 17, 2018, the Idera board held a special telephonic meeting, with members of Idera management and representatives of Goldman Sachs and Latham in attendance. At the meeting, Mr. Milano provided an update on the status of negotiations of the exchange ratio, the board of directors of the combined company and the headquarters of the combined company, as well as the timing for the proposed business combination. Representatives of Latham then provided an overview of the open issues in the draft merger agreement, and members of Idera management provided an update on the diligence review of BioCryst. Idera management and representatives of Goldman Sachs then reviewed certain preliminary financial analyses of Idera, BioCryst and a potential business combination as well as potential strategic alternatives to the potential business combination with BioCryst, including remaining as a stand-alone company, an update to a potential partnership relating to IMO-2125 and a sale of Idera. Following this review, the Idera board confirmed that the potential business combination with BioCryst on acceptable terms was preferable to any other strategic alternatives. Mr. Milano then provided an overview of the possible timing and process for signing the merger agreement with BioCryst. The Idera board then instructed Idera management, together with Idera's legal and financial advisors, to continue discussions and negotiations with BioCryst and provided guidance with respect to such negotiations, including with respect to ownership of the combined company.

Over the next several days, Mr. Stonehouse and Mr. Milano spoke numerous times by telephone to negotiate the appropriate relative ownership of BioCryst stockholders and Idera stockholders in a combined company, during which Mr. Milano objected to the implied premium on the then-prevailing trading price of BioCryst common stock that would result from BioCryst's proposed relative ownership of the combined company. During this period, representatives of Skadden and Latham continued to negotiate the open issues in the merger agreement, which included the circumstances in which a termination fee would be payable and the amount of the termination fee and expense reimbursement in specified circumstances. Representatives of Latham and Skadden also negotiated the terms of voting and support agreements with legal counsel to BBA, pursuant to which affiliates of BBA would agree to vote the Idera and BioCryst shares owned by them in favor of adoption of the mergers at the Idera stockholders meeting and at the BioCryst stockholder meeting. Such discussions among representatives of Latham and Skadden and legal counsel to BBA purposefully excluded the relative valuations of BioCryst and Idera or other terms or conditions of the potential business combination and focused on the principle of securing BBA's voting support in the event that both the BioCryst board and the Idera board approved a potential business combination, and each of BioCryst and Idera received a fairness opinion from their respective financial advisors. Messrs. Baker and Neu did not participate in these negotiations nor were they aware of the terms of the voting and support agreements negotiated, other than being informed that Latham would approach representatives of BBA (excluding Messrs. Baker and Neu) to initiate discussions regarding a voting and support agreement.

On January 19, 2018, the Idera board held a special telephonic meeting with representatives of each of Idera management, Goldman Sachs and Latham in attendance. In advance of the meeting, the Idera board was provided with, among other things, a near-final draft of the merger agreement and other business combination-related materials. At this meeting, Idera management reviewed with the Idera board the results of the business, financial, accounting and legal due diligence review of BioCryst, provided a detailed overview of BioCryst's business and the strategic rationale for the potential business combination and provided an update on remaining open items related to the potential business combination, including the exchange ratio. Representatives of Latham then reviewed with the Idera board its duties when considering the potential business combination and reviewed the process to date by which the Idera board had overseen negotiations of the potential business combination. Representatives of Latham then discussed amending Idera's bylaws by adopting a forum selection bylaw and amending the adjournment bylaw, and reviewed the next steps and timeline of the potential business combination. Representatives of Latham provided a detailed summary of the business combination documents, including the terms and conditions of the merger agreement, the proposed corporate governance of the combined company and the voting and support agreement proposed to be entered into with BBA. Representatives of Latham noted that all discussions with legal counsel for BBA expressly excluded any discussion with or input from BBA regarding the relative valuation of BioCryst and Idera and other terms of the potential business combination. The Idera board, Idera management and representatives of Goldman Sachs and Latham discussed using volume-weighted average prices of BioCryst common stock and Idera common stock as reference points in negotiating the exchange ratio. The Idera board advised Mr. Milano to propose an exchange ratio to BioCryst ranging from 0.41 to 0.42 holding company shares for each share of Idera and a BioCryst exchange ratio of 1.0 (to be adjusted as appropriate based on any reduced exchange ratio for BioCryst). The Idera board then authorized Idera management, together with Idera's legal and financial advisors, to continue to negotiate the exchange ratio and other remaining open issues.

Also on January 19, 2018, the BioCryst board held a special telephonic meeting, with members of BioCryst management and representatives of Skadden in attendance. Representatives of Skadden updated the BioCryst board on the status of negotiations with Idera on the terms of the merger agreement and on the status of negotiations with legal counsel to BBA and the terms of the voting and support agreements. Representatives of Skadden noted that all discussions with legal counsel for BBA expressly excluded any discussion with or input from BBA regarding the relative valuation of BioCryst and Idera and other terms of the potential business combination. Later that day, in a call between Mr. Milano and Mr. Stonehouse, Mr. Milano informed Mr. Stonehouse that he had spoken with Idera directors and that, following such discussions, Mr. Milano believed that the Idera board would be willing to consider an exchange ratio which would imply ownership in the new holding company of 51.2% to 51.5% for BioCryst stockholders on a fully diluted basis and would be consistent with the 30-day volume-weighted average prices of BioCryst common stock and Idera common stock. The parties also discussed the equivalent of a holding company reverse stock split on the call.

On January 20, 2018, the BioCryst board held a special telephonic meeting, with members of BioCryst management and representatives of Skadden and J.P. Morgan in attendance. Representatives of Skadden reviewed legal matters including directors' fiduciary duties in connection with the proposed transaction with Idera. Representatives of Skadden updated the BioCryst board on the status of negotiations with Idera on the merger agreement and the status of negotiations with BBA on the voting agreement, and also discussed with the BioCryst board a proposed amendment to the BioCryst bylaws to adopt a forum selection bylaw. Mr. Stonehouse updated the BioCryst board on recent discussions with Mr. Milano regarding the appropriate exchange ratio for the transaction, including the suggested adjustment to the BioCryst exchange ratio in order to reduce the number of shares of the new holding company. Representatives of J.P. Morgan reviewed the recent trading history of BioCryst and Idera. The BioCryst board instructed Mr. Stonehouse to make a final proposal to Idera on the Idera exchange ratio of 0.40 holding company shares for each share of Idera and a BioCryst exchange ratio of 1.0 (to be adjusted as appropriate based on any reduced exchange ratio for BioCryst) implying ownership by BioCryst stockholders of approximately 51.6% in the new holding company on a fully diluted basis. Following the BioCryst board meeting, in accordance with the BioCryst board's instructions, Mr. Stonehouse called Mr. Milano and communicated the BioCryst board's position on the appropriate exchange ratio in the merger. Mr. Milano responded that he would discuss BioCryst's final proposal with the Idera board, and confirmed that the Idera board was meeting the following day.

On the morning of January 21, 2018, Messrs. Baker and Neu met telephonically with members of Idera management as well as representatives of Goldman Sachs, Latham, and BBA in order for Messrs. Baker and Neu to become informed as part of the forthcoming vote of the Idera board regarding the potential business combination and Idera's request that BBA sign a voting and support agreement. Idera management and representatives of Goldman Sachs reviewed certain preliminary financial analyses of Idera, BioCryst and the combined company. Messrs. Baker and Neu, Idera management and representatives of Goldman Sachs, Latham and BBA then discussed the negotiation and diligence process of the potential business combination, Goldman Sachs' preliminary financial analysis of the potential business combination, and the terms and conditions of the proposed merger agreement. During such discussions, Messrs. Baker and Neu asked questions on the overall process and basis of Goldman Sachs' financial analyses, but did not comment or provide any opinion on the relative valuation of BioCryst and Idera or the exchange ratio.

Subsequently, on January 21, 2018, the Idera board held a special telephonic meeting with representatives of each of Idera management, Goldman Sachs and Latham in attendance. In advance of the meeting, the directors were provided with, among other things, final versions of the merger agreement and the other definitive documents, including the proposed certificate of incorporation of the combined company and the proposed amendments to Idera's bylaws, draft proposed resolutions approving the business combination and financial analyses prepared by Goldman Sachs (based on the

BioCryst Management Forecasts as adjusted by Idera management). Mr. Milano provided an update on the negotiation of the exchange ratio and reviewed with the Idera board BioCryst's final offer of an exchange ratio of 0.40 holding company shares for each share of Idera and a BioCryst exchange ratio of 1.0 (to be adjusted as appropriate based on any reduced exchange ratio for BioCryst), implying ownership by Idera stockholders of approximately 48.4% in the combined company on a fully diluted basis. Mr. Milano noted that the exchange ratio of 0.40, while implying a premium on the most recent closing price of BioCryst common stock of 14.1%, was consistent with the 30-day volume-weighted average prices of BioCryst common stock and Idera common stock, and representatives of Goldman Sachs and Latham provided their perspectives on the proposed exchange ratio. Mr. Milano then recommended approving the potential business combination with an exchange ratio of 0.40 (to be adjusted as appropriate based on any reduced exchange ratio for BioCryst). At this point, Messrs. Baker and Neu exited the meeting, and, following discussion among the remaining Idera board members, Idera management and representatives of Goldman Sachs and Latham, the Idera board determined to move forward with the exchange ratio of 0.40 (to be adjusted as appropriate based on any reduced exchange ratio for BioCryst). At this point, Messrs. Baker and Neu rejoined the meeting, and Messrs. Baker and Neu each read statements reminding the Idera board of BBA's affiliates' ownership interest in both Idera and BioCryst as well as the personal ownership interest of each of Messrs. Baker and Neu in Idera and BioCryst, with such statements noting the number and type of securities of Idera and BioCryst owned by BBA and its affiliates and each of Messrs. Baker and Neu individually. See "The Mergers—Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers—Holdings of Baker Brothers as of January 21, 2018" beginning on page 100 of this joint proxy statement/prospectus for more information. The statements also noted that Messrs. Baker and Neu's support of the potential business combination as Idera board members would take into account discussions among members of Idera management, the Idera board, excluding Messrs. Baker and Neu, and Idera's advisors, as well as the financial analyses of Goldman Sachs. Following the statements, the Idera board determined that Messrs. Baker and Neu could participate in the remainder of the meeting. Representatives of Latham then provided an overview of the final merger agreement and a summary of the resolved issues. Representatives of Goldman Sachs then reviewed with the Idera board its financial analysis and rendered to the Idera board an oral opinion of Goldman Sachs, subsequently confirmed by delivery of a written opinion, dated January 21, 2018, to the effect that, as of such date and based upon and subject to the factors and the assumptions set forth in Goldman Sachs' written opinion, the Idera exchange ratio pursuant to the merger agreement was fair from a financial point of view, to the holders (other than BioCryst and its affiliates) of Idera common stock, as more fully described in the section entitled "The Mergers—Opinion of Idera's Financial Advisor—Goldman Sachs" beginning on page 84 of this joint proxy statement/prospectus. A discussion ensued regarding the potential business combination with BioCryst. In the course of its deliberations, the Idera board considered a number of factors, including those described more fully below under the section entitled "The Mergers—Idera's Reasons for the Mergers; Recommendation of the Idera Board" beginning on page 67 of this joint statement/prospectus. Following these discussions, representatives of Latham reviewed resolutions approving the mergers, the merger agreement and the related matters that had been previously distributed to the Idera board. The Idera board unanimously determined that the merger agreement and the transactions contemplated thereby, including the mergers, are advisable, fair to and in the best interests of Idera and its stockholders and authorized the appropriate officers of Idera to execute and deliver the merger agreement, the amendment to Idera's bylaws and related documents.

On the afternoon of January 21, 2018, Mr. Milano called Mr. Stonehouse and informed him that the Idera board had approved the transaction with the most recent relative exchange ratios as proposed by BioCryst.

Later that day, a special telephonic meeting of the BioCryst board was held for the purpose of considering approval and adoption of the merger agreement with Idera. Members of BioCryst management and representatives of J.P. Morgan and Skadden participated in the meeting. Representatives of Skadden reviewed legal matters including BioCryst directors' duties in connection with the proposed transaction with Idera and reviewed with the BioCryst board key terms of the merger agreement and the voting and support agreements with BBA. Representatives of J.P. Morgan then reviewed with the BioCryst board its financial analysis of the BioCryst exchange ratio in the proposed transaction and delivered to the BioCryst board its oral opinion, which was confirmed by delivery of a written opinion dated January 21, 2018, to the effect that, as of such date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by J.P. Morgan in preparing the opinion, the BioCryst exchange ratio in the proposed transaction was fair, from a financial point of view, to the holders of BioCryst common stock, as more fully described in the section entitled "The Mergers—Opinion of BioCryst's Financial Advisor—J.P. Morgan" beginning on page 94 of this joint proxy statement/prospectus. Following the presentation, Mr. Stonehouse provided BioCryst management's view of the proposed transaction, and the BioCryst board discussed the proposed transaction. Following discussion the BioCryst board unanimously approved and adopted the merger agreement, approved the transactions contemplated by the merger agreement and resolved to recommend that BioCryst stockholders approve the merger agreement.

In the evening of January 21, 2018, the merger agreement and the voting and support agreements were executed by Idera and BioCryst. The transaction was announced by joint press release on the morning of January 22, 2018.

Idera's Reasons for the Mergers; Recommendation of the Idera Board

In evaluating the mergers, the Idera board consulted with Idera's management and legal and financial advisors, and in reaching its decision to approve the merger agreement and recommend its adoption by Idera stockholders, the Idera board considered a number of factors and a substantial amount of information, including the following:

- *Better Position as a Company with Diversified Late-Stage Pipeline.* The combined company will have a more robust product pipeline led by two Phase 3 rare disease programs, two Phase 2 rare disease programs and a variety of early stage programs and supporting assets.

- *Financial Strength and Opportunities.* The mergers will result in approximately $243 million net cash balance, excluding any repayment of existing debt, at announcement of the mergers (unaudited pro forma cash balance as of December 31, 2017), providing capital for continued clinical development beyond each company's respective next milestone event and allowing for commercial launch planning and preparation and opportunities to generate non-dilutive capital through non-strategic assets and indications.

- *Significant Synergy Potential.* The combined company will have significant synergy potential with strong management, modern facilities and institutional knowledge in rare diseases as well as potentially complimentary discovery engines.

- *Participation in Potential Appreciation.* The fact that Idera stockholders will own approximately 48.4% of the combined company following completion of the mergers and will continue to participate in potential appreciation in equity value of the combined company, in each case calculated on a fully diluted basis using the treasury stock method.

- *Significant Pre-Tax Synergies.* The combined company is expected to realize approximately $30 million in annual pre-tax synergies by the third year following completion of the mergers, disclosed in the "*Financial Forecasts*" (as defined in "Important Information About the Financial Forecasts" beginning on page 83 of this joint proxy statement/prospectus), which synergies would not be achievable without completing the mergers.

- *Successful Integration.* The belief that the management teams of Idera and BioCryst will successfully integrate the two businesses and provide a strong foundation for the combined management team to accelerate growth.

- *Representation on the Combined Company Board.* The governance provisions of the combined company, including that:

  - Mr. Milano will serve as the chief executive officer of Holdco and will be appointed as a member of the Holdco board;

  - Mr. Ingram will serve as chairman of Holdco;

  - Mr. Stonehouse will serve as a board member of Holdco;

  - the Holdco board would have four directors from the Idera board, four directors from the BioCryst board and one director to be mutually agreed upon by the Idera board and the BioCryst board; and

  - at least one Idera designee would be appointed to each committee of Holdco.

- *Financial Analyses of Goldman Sachs and Receipt of Fairness Opinion.* The financial presentation of Goldman Sachs and its oral opinion (which was subsequently confirmed in its written opinion, dated January 21, 2018) to the Idera board to the effect that, as of the date of its written opinion, the Idera exchange ratio pursuant to the merger agreement was fair, from a financial point of view, to the holders of Idera common stock (other than BioCryst and its affiliates), which opinion was based on and subject to the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken by Goldman Sachs as set forth in Goldman Sachs' written opinion, as more fully described under the caption "The Mergers—Opinion of Idera's Financial Advisor—Goldman Sachs" beginning on page 84 of this joint proxy statement/prospectus.

- *Knowledge of Idera's and BioCryst's Businesses and Financial Condition.* Its knowledge of Idera's business, financial condition, results of operations and prospects, as well as BioCryst's business, financial condition, results of operations and prospects, taking into account its discussions with Idera's management and the results of Idera's due diligence review of BioCryst, which included review of historical financial results and projections, existing agreements, contingent liabilities and legal and other matters, and the subsequent recommendation of the mergers by Idera's management;

- *Financial Projections.* The financial projections prepared by Idera management for Idera as a standalone company through 2030, the financial projections prepared by BioCryst management for BioCryst as a standalone company through 2038 and the pro forma financial projections for the combined company, including the impact of the estimated annual pre-tax synergies for the combined company, in each case, as summarized under "The Mergers—Certain Financial Forecasts Utilized by the Idera Board and Idera's Financial Advisor in Connection with the Mergers" beginning on page 76 of this joint proxy statement/prospectus;

- *Terms of the Merger Agreement.* The Idera board reviewed and considered the terms of the merger agreement, including the parties' respective representations, warranties and covenants, the conditions to their respective obligations to consummate the mergers. See the section titled "The Merger Agreement" beginning on page 116 of this joint proxy statement/prospectus for a detailed discussion of the terms and conditions of the merger agreement. In particular, the Idera board considered the following:

  - *Fixed Exchange Ratio.* The fixed exchange ratio of 0.20 shares of Holdco common stock for each share of Idera common stock, by its nature, would not adjust upwards to compensate for declines, or downwards to compensate for increases, in Holdco's stock price prior to completion of the mergers;

- *Reciprocity.* The review by the Idera board, in consultation with Idera's advisors, of the structure of the mergers and terms of the merger agreement, including certain reciprocal provisions that may have the effect of discouraging alternative acquisition proposals involving Idera or BioCryst and their ability to terminate the merger agreement;

- *Conditions to Consummation of the Merger.* The limited number and nature of the conditions to the parties' obligations to complete the mergers and the belief of the Idera board of the likelihood of satisfying such conditions;

- *Right to Withdraw Recommendation to Idera Stockholders.* In certain circumstances, the Idera board has the right under the merger agreement to withdraw its recommendation to Idera stockholders that they adopt the merger agreement as summarized under "The Merger Agreement—Changes in Board Recommendations" beginning on page 124 of this joint proxy statement/prospectus;

- *Opportunity to Vote.* Idera stockholders will have an opportunity to vote on the adoption of the merger agreement;

- *Termination Fee.* BioCryst is obligated to pay Idera a termination fee of $25 million in certain circumstances as summarized under "The Merger Agreement—Expenses and Termination Fees; Liability for Breach" beginning on page 134 of this joint proxy statement/prospectus; and

- *Fixed Reimbursement Amount.* BioCryst is obligated to reimburse Idera a fixed expense reimbursement amount of $6 million under certain circumstances as summarized under "The Merger Agreement—Expenses and Termination Fees; Liability for Breach" beginning on page 134 of this joint proxy statement/prospectus;

- *U.S. Federal Income Tax Consequences of the Mergers.* The fact that (i) it is a condition to BioCryst's obligation to complete the BioCryst merger that BioCryst receive an opinion from Skadden, dated as of the closing date, to the effect that the BioCryst merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code or, alternatively, the mergers together will be treated as an "exchange" described in Section 351 of the Code; (ii) it is a condition to Idera's obligation to complete the Idera merger that Idera receive an opinion from Latham, dated as of the closing date, to the effect that the mergers together will be treated as an "exchange" described in Section 351 of the Code; and (iii) assuming that the mergers are treated as described above for U.S. federal income tax purposes, a U.S. holder of BioCryst common stock or Idera common stock will not recognize any gain or loss for U.S. federal income tax purposes upon the exchange of shares of BioCryst common stock or Idera common stock for shares of Holdco common stock in the BioCryst merger or the Idera merger, respectively, except with respect to cash received by BioCryst and Idera stockholders in lieu of fractional shares of Holdco common stock;

- *Consideration of Alternatives.* The Idera board had considered certain alternatives to the mergers, including continuing to operate as an independent public company in its current configuration, pursuing acquisitions as an independent public company and pursuing alternative strategic transactions with strategic or financial buyers; and

- *Likelihood of Completing the Mergers.* The likelihood of completing the mergers on the anticipated schedule.

Table of Contents

The Idera board also weighed the factors described above against a number of risks and other factors identified in its deliberations as weighing negatively against the mergers:

- the challenges inherent in combining the businesses, operations and workforces of Idera and BioCryst, including: (i) the possible diversion of management focus and resources from operational matters and other strategic opportunities for an extended period of time and (ii) difficulties in integrating and retaining management and employees, including from the two companies' respective labor groups;
- the fact that forecasts of future results of operations and synergies are necessarily estimates based on assumptions, the risk of not realizing anticipated synergies and cost savings between Idera and BioCryst and the risk that other anticipated benefits might not be realized;
- the fact that Idera stockholders will be sharing participation of Idera's upside with BioCryst stockholders as part of the combined company;
- the amount of time it could take to consummate the mergers, including the fact that consummation of the mergers depends on factors outside of Idera's control, and the risk that the conditions to consummation will not be satisfied, including as a result of (i) Idera stockholders failing to grant the requisite approvals to consummate the mergers or (ii) the required regulatory approvals for the mergers failing to be obtained;
- the substantial costs to be incurred in connection with the mergers, including the substantial cash and other costs of integrating the businesses of Idera and BioCryst, as well as the transaction expenses arising from the mergers;
- the potential effect of the mergers on Idera's business and relationships with employees, doctors, patients, regulators and the communities in which it operates;
- the risk that governmental entities may not approve the mergers or may impose conditions on Idera or BioCryst in order to gain approval for the mergers that may adversely impact the ability of the combined company to realize the anticipated synergies in connection with the mergers;
- the terms of the merger agreement, including generally reciprocal covenants relating to (i) the two companies' conduct of their respective businesses during the period between the signing of the merger agreement and the completion of the mergers, (ii) the restriction on the two companies' ability to solicit alternative transaction proposals and (iii) the fact that Idera might be required to hold a stockholder vote to adopt the merger agreement and approve the transactions contemplated thereby, including the mergers, even though the Idera board might have withdrawn its recommendation prior to such stockholder vote;
- the fact that, in certain circumstances, the BioCryst board has the right under the merger agreement to withdraw its recommendation to BioCryst stockholders that they adopt the merger agreement as summarized under "The Merger Agreement—Changes in Board Recommendations" beginning on page 124 of this joint proxy statement/prospectus;
- the fact that Idera is obligated to pay BioCryst a termination fee of $25 million in certain circumstances as summarized under "The Merger Agreement—Expenses and Termination Fees; Liability for Breach" beginning on page 134 of this joint proxy statement/prospectus;
- the fact that Idera is obligated to reimburse BioCryst a fixed expense reimbursement amount of $6 million under certain circumstances as summarized under "The Merger Agreement—Expenses and Termination Fees; Liability for Breach" beginning on page 134 of this joint proxy statement/prospectus;
- the absence of appraisal rights for Idera stockholders;

- the possibility that the mergers might not be completed, or that completion might be unduly delayed, for reasons beyond Idera's or BioCryst's control and the potential negative impact that may have on Idera's business and relationships with employees, doctors, patients, regulators and the communities in which it operates;

- the fact that the applicable merger exchange ratios are fixed and will not be adjusted on the closing date based on the relative market values of shares of Idera common stock or BioCryst common stock, which means that the market value of the merger consideration received by Idera stockholders could decrease prior to the consummation of the mergers; and

- the risks of the type and nature described under "Risk Factors" and the matters described under "Cautionary Statement Regarding Forward-Looking Statements" beginning on pages 22 and 20, respectively, of this joint proxy statement/prospectus.

The Idera board also was apprised of certain interests in the mergers of Idera's directors and executive officers that may be different from, or in addition to, the interests of Idera stockholders generally as discussed in "The Mergers—Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers" beginning on page 99 of this joint proxy statement/prospectus.

This discussion of the information and factors considered by the Idera board in reaching its conclusions and recommendation summarizes the material factors considered by the board, but is not intended to be exhaustive. In view of the wide variety of factors considered in connection with its evaluation of the mergers and the complexity of these matters, the Idera board did not find it practicable, and did not attempt, to quantify, rank or assign any relative or specific weights to the various factors that it considered in reaching its determination to approve the merger agreement and to recommend that Idera stockholders vote in favor of the proposal to adopt the merger agreement.

The Idera board conducted an overall review of the factors described above and considered the factors overall to be favorable to and to support its determination. In considering the factors described above, individual members of the Idera board may have given differing weights to different factors.

The Idera board unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated thereby, including the mergers, are advisable, fair to and in the best interests of Idera and its stockholders. The Idera board unanimously recommends that Idera stockholders vote "FOR" the proposal to adopt the merger agreement.

BioCryst's Reasons for the Mergers; Recommendation of the BioCryst Board

By unanimous vote, the BioCryst board, at a meeting held on January 21, 2018, determined that the merger agreement and the transactions contemplated thereby, including the mergers, are fair, advisable and in the best interests of BioCryst and its stockholders. In addition, subject to the terms of the merger agreement, the BioCryst board resolved to recommend that the BioCryst stockholders approve the adoption of the merger agreement and the transactions contemplated thereby. **THE BIOCRYST BOARD UNANIMOUSLY RECOMMENDS THAT BIOCRYST STOCKHOLDERS VOTE "FOR" THE ADOPTION OF THE MERGER AGREEMENT, "FOR" THE APPROVAL ON A NON-BINDING ADVISORY BASIS, THE COMPENSATION THAT MAY BECOME PAYABLE TO BIOCRYST'S NAMED EXECUTIVE OFFICERS THAT IS BASED ON OR OTHERWISE RELATES TO THE MERGERS AND "FOR" THE ADJOURNMENT OF THE BIOCRYST SPECIAL MEETING, IF NECESSARY OR APPROPRIATE, TO SOLICIT ADDITIONAL PROXIES IF THERE ARE NOT SUFFICIENT VOTES TO ADOPT THE MERGER AGREEMENT.**

In evaluating the merger agreement and the transactions contemplated thereby, the BioCryst board consulted with BioCryst senior management, its outside legal counsel and financial advisors. This explanation of BioCryst's reasons for the mergers and all other information presented in this section should be read in light of the factors discussed in the section entitled "Cautionary Statement Regarding

Table of Contents

Forward-Looking Statements" beginning on page 20 of this joint proxy statement/prospectus. In recommending that BioCryst stockholders vote their shares of BioCryst common stock in favor of adoption of the merger agreement, the BioCryst board considered a number of factors, including the following (not necessarily in order of relative importance):

- *Compelling Strategic Combination.* The BioCryst board's belief that due to the strategic fit of BioCryst and Idera, the mergers represent a compelling strategic combination that will result in a more competitive combined company focused on rare diseases that will have available to it strategic opportunities to enhance stockholder value that would not have been available to BioCryst by itself, based on consideration of factors including:
  - BioCryst and Idera believe that the mergers will result in a dynamic combined company that integrates and capitalizes on both BioCryst's and Idera's separate and complementary talents, experiences and expertise to successfully commercialize late stage development candidates and to expand the number of rare disease targets that can be advanced into development;
  - the combined company will have a more robust product pipeline led by two Phase 3 programs, two Phase 2 rare disease programs and a variety of early stage programs and supporting assets;
  - risk diversification for BioCryst stockholders, as the combined company will have more drug candidates and therefore more opportunities for success; and
  - the combined company will have synergistic discovery capabilities that will expand the number of future rare disease targets to evaluate and advance into development.
- *All Stock Consideration.* The all-stock consideration provides BioCryst stockholders with an opportunity to participate in the equity value of the combined company, including future growth from successful commercialization of product candidates and the expected synergies resulting from the mergers. In addition, the BioCryst board considered the fact that (i) the merger agreement provides for fixed exchange ratios and that no adjustment will be made in the merger consideration to be received by BioCryst stockholders or Idera stockholders in the mergers as a result of possible increases or decreases in the trading price of the BioCryst common stock or Idera common stock following the announcement of the mergers and (ii) based on the shares of BioCryst common stock and Idera common stock outstanding or reserved for issuance, BioCryst stockholders would own approximately 51.6% of the combined company calculated on a fully diluted basis using the treasury stock method.
- *Financial Strength and Opportunities.* The BioCryst board's belief that the combined company will have increased financial strength and flexibility, with approximately $243 million in pro forma net cash, excluding any repayment of existing debt, as of December 31, 2017, to support ongoing clinical and commercial activities, as well as opportunities to further strengthen the combined company's cash position through partnering arrangements.
- *Best Available Alternative for Enhancing Stockholder Value.* The BioCryst board's determination, after consultation with management and its financial and legal advisors, that entering into the merger agreement with Idera was more favorable to BioCryst stockholders than other alternatives available to BioCryst, including continued operation of BioCryst on a standalone basis or the pursuit of potential alternative transactions. In making its determination, the BioCryst board took into account factors including (i) the BioCryst board's assessment of BioCryst's business and operations, financial prospects and conditions and the determination that continued operation of BioCryst on a standalone basis was not likely to produce, on a risk-adjusted basis, values that would create more value for BioCryst stockholders than the value created by the combined company, (ii) the BioCryst board's belief as to the potential to create

meaningful synergies resulting from a combination with Idera, from which BioCryst stockholders will be positioned to benefit based on their ownership of approximately 51.6% of the combined company calculated on a fully diluted basis at closing using the treasury stock method, (iii) the BioCryst board's belief that the transaction creates risk diversification for stockholders as Holdco will have more opportunities for success and (iv) the BioCryst board's belief that an all-stock transaction allows BioCryst stockholders to participate, pro rata, in any upside.

- *Appropriate Time to Pursue a Transaction.* In light of the status of BioCryst's development programs and the current stage of BioCryst's businesses, the BioCryst board believed it was an opportune time to pursue a strategic transaction.

- *Financial Analyses of J.P. Morgan and Receipt of Fairness Opinion.* J.P. Morgan's oral opinion, and the financial analyses in connection therewith, rendered to the BioCryst board, subsequently confirmed by delivery of a written opinion, dated January 21, 2018, that, as of such date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by J.P. Morgan in preparing the opinion, the BioCryst exchange ratio of 0.50 shares of Holdco common stock to be paid for each share of BioCryst common stock pursuant to the merger agreement was fair, from a financial point of view, to the holders of shares of BioCryst common stock, as more fully described in the section titled "The Mergers—Opinion of BioCryst's Financial Advisor—J.P. Morgan" beginning on page 94 of this joint proxy statement/prospectus.

- *Opportunity to Receive Alternative Transaction Proposals.* BioCryst's right, in circumstances specified in the merger agreement, to respond to and negotiate unsolicited takeover proposals made before the time BioCryst's stockholders approve the proposal to adopt the merger agreement.

- *High Likelihood of Completion.* The BioCryst board's view that the likelihood of completion of the mergers is high, particularly in light of the following:

  - execution of voting and support agreements between BioCryst and certain Idera stockholders who collectively own approximately 18% of the outstanding Idera common stock pursuant to which such stockholders agreed to vote in favor of the adoption of the merger agreement and against any competing proposal at the Idera special meeting;

  - the BioCryst board's view, after consultation with its legal counsel, concerning the likelihood that regulatory approvals and clearances necessary to consummate the mergers would be obtained; and

  - the terms of the merger agreement and the conditions to closing the mergers, including:

    - the requirement that BioCryst and Idera take any and all steps necessary (subject to agreed limitations) to obtain regulatory approval;

    - that Idera is prohibited from soliciting other competing proposals, subject to a customary 'fiduciary out' exception permitting it to take certain actions in response to certain unsolicited proposals; and

    - the limited nature of the conditions to each party's obligation to complete the transaction.

- *Arm's Length Terms and Other Factors Related to the Merger Agreement.* The BioCryst board's view that the merger agreement was the product of arm's length negotiations and contained customary terms and conditions, and its consideration of a number of other factors pertaining to the merger agreement, including:

- the structure of the transaction should allow sufficient time for a third party to pursue a superior proposal if it desired to do so;

- subject to the terms and conditions set forth in the merger agreement, the ability of the BioCryst board to change its recommendation to the BioCryst stockholders if BioCryst receives a superior proposal or upon the occurrence of an intervening event that was not known to or reasonably foreseeable by the BioCryst board as of January 21, 2018;

- termination provisions in the merger agreement, including that the end date under the merger agreement (which may be extended under specified circumstances) on which either party, subject to specified exceptions, can terminate the merger agreement should provide sufficient time to consummate the transaction;

- Idera's obligation to pay BioCryst a termination fee of $25 million if the merger agreement is terminated by BioCryst after the Idera board has effected an "*Idera adverse recommendation change*" (as defined in "The Merger Agreement—Changes in Board Recommendations" beginning on page 124 of this joint proxy statement/prospectus) or entered into a definitive agreement in respect of a competing proposal within 12 months after termination of the merger agreement (as further described in the section entitled "The Merger Agreement" beginning on page 116), and Idera's obligation to pay BioCryst a fixed expense reimbursement of $6 million under certain circumstance if the merger agreement is terminated as the result of a failure by Idera stockholders to approve the merger agreement;

- BioCryst's ability to specifically enforce, or seek damages upon any breach of, Idera's obligations under the merger agreement; and

- the unanimous approval of the merger agreement by the BioCryst board, which consists of a majority of independent directors who are not affiliated with BioCryst and are not employees of BioCryst or any of its subsidiaries, and which retained and received advice from BioCryst's outside financial and legal advisors in evaluating, negotiating and recommending the terms of the merger agreement.

The BioCryst board also considered a number of uncertainties and risks in its deliberations concerning the mergers and the other transactions contemplated by the merger agreement, including the following (not necessarily in order of relative importance):

- that the merger agreement includes a "force the vote" provision requiring each of BioCryst and Idera to submit the merger agreement to their respective stockholders, irrespective of any adverse recommendation change, and that BioCryst cannot terminate the merger agreement in order to accept a superior proposal, which could discourage other potential parties from making a competing offer;

- that under the terms of the merger agreement, BioCryst is unable to solicit other competing proposals during the pendency of the mergers;

- subject to certain conditions set forth in the merger agreement, in the event of BioCryst's receipt of a superior proposal, BioCryst is required to negotiate in good faith with Idera regarding revisions to the merger agreement, which BioCryst's board must consider in good faith and determine in consultation with its independent financial advisor and outside legal counsel whether the superior proposal continues to constitute a superior proposal if the revisions proposed by Idera were to be given effect;

- that, under specified circumstances, BioCryst may be required to pay fees and expense reimbursement to Idera in the event the merger agreement is terminated and the effect this could have on BioCryst, including:

  - the possibility that the termination fee payable by BioCryst under certain circumstances could discourage other potential parties from making a competing offer; although the BioCryst board believed that the termination fee was reasonable in amount and would not unduly deter any other party that might be interested in making a competing proposal;

  - if the mergers are not consummated, BioCryst may be required to pay its own expenses associated with the merger agreement and the transactions contemplated thereby; and

  - BioCryst's obligation to pay Idera a termination fee of $25 million if the merger agreement is terminated by Idera after the BioCryst board has effected a "*BioCryst adverse recommendation change*" (as defined in "The Merger Agreement—Changes in Board Recommendations" beginning on page 124 of this joint proxy statement/prospectus) or entered into a definitive agreement in respect of a competing proposal within 12 months after termination of the merger agreement (as further described in the section entitled "The Merger Agreement" beginning on page 116 of this joint proxy statement/prospectus), and BioCryst's obligation to pay Idera a fixed expense reimbursement of $6 million under certain circumstance if the merger agreement is terminated as the result of a failure by BioCryst stockholders to approve the merger agreement;

- the significant costs involved in connection with entering into the merger agreement and the transactions contemplated thereby, including the mergers, and the substantial time and effort of management required to complete the transactions contemplated by the merger agreement, including the mergers, which may disrupt BioCryst's business operations;

- that the consummation of the mergers require regulatory approvals and the risk that notwithstanding BioCryst's and Idera's obligations with respect to obtaining regulatory approvals, governmental entities may seek to impose unfavorable terms or conditions, or otherwise fail to grant, such approvals;

- the possibility that the mergers might not be consummated, and the possible adverse effect of termination of the merger agreement on BioCryst or the trading price of BioCryst common stock, and related risks including:

  - that, even if the merger agreement is approved by BioCryst stockholders, Idera stockholders may not approve the merger agreement;

  - that, even if the merger agreement is approved by BioCryst stockholders and Idera stockholders, there can be no assurance that all other conditions to the parties' obligations to complete the mergers will be satisfied; and

  - that BioCryst may be at risk for loss of members of management and other key personnel following announcement of the transaction, and may not be able to effectively replace such persons, which could adversely affect BioCryst's business during the period prior to consummation of the mergers, or if the mergers are not consummated, as BioCryst's operations are largely dependent on the skill and experience of its management and key personnel;

- the restrictions on the conduct of BioCryst's business prior to the consummation of the mergers, including the requirement that BioCryst conduct business in the ordinary course, subject to specific limitations, which may delay or prevent BioCryst from undertaking business opportunities that may arise before the completion of the mergers and that, absent the merger agreement, BioCryst might have pursued;

- that BioCryst's directors and executive officers may have interests in the mergers that may be different from, or in addition to, those of BioCryst stockholders generally; for more information about such interests, see the section titled "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers" beginning on page 106 of this joint proxy statement/prospectus;

- risks of the type and nature described under the sections titled "Risk Factors" and "Cautionary Statements Regarding Forward-Looking Statements" beginning on pages 22 and 20, respectively, of this joint proxy statement/prospectus; and

- U.S. federal income tax consequences of the mergers to U.S. holders of BioCryst common stock, as further described under the section titled "U.S. Federal Income Tax Consequences of the Mergers" beginning on page 137 of this joint proxy statement/prospectus.

The BioCryst board considered all of these factors as a whole and believed that, overall, the potential benefits of the mergers to BioCryst's stockholders outweighed the uncertainties and risks of the mergers.

The foregoing discussion of factors considered by the BioCryst board is not intended to be exhaustive, but includes the material factors considered by the BioCryst board. In light of the variety of factors considered in connection with its evaluation of the mergers and the complexity of these matters, the BioCryst board did not find it practicable to, and did not, quantify, rank or otherwise assign relative weights to the specific factors considered in reaching its determinations and recommendations. Moreover, each member of the BioCryst board applied his or her own personal business judgment to the process and may have viewed factors differently or given different weight or merit to different factors. The BioCryst board did not undertake to make any specific determination as to whether any factor, or any particular aspect of any factor, supported or did not support its ultimate determination. The BioCryst board based its recommendation on the totality of the information presented. The BioCryst board evaluated the factors described above, among others, and reached the conclusion that it is in the best interests of BioCryst and its stockholders, and declared it advisable, to enter into the merger agreement, and unanimously approved the merger agreement and the transactions contemplated by the merger agreement, including the merger, and resolved to recommend the adoption of the merger agreement by BioCryst stockholders and resolved that the adoption of the merger agreement be submitted to a vote at a meeting of BioCryst stockholders.

Certain Financial Forecasts Utilized by the Idera Board and Idera's Financial Advisor in Connection with the Mergers

The unaudited prospective financial data presented below includes projections prepared by Idera management. Idera does not, as a matter of course, normally make public long-term projections or publicly disclose financial projections or forecasts as to future performances, revenues, earnings or other results given, among other things, the unpredictability of the underlying assumptions and estimates inherent in preparing financial projections and forecasts. As a result, Idera does not endorse unaudited prospective financial information as a reliable indication of future results.

The unaudited financial projections concerning Idera and BioCryst set forth below, as well as the synergy estimates and unaudited financial projections for the combined company after the completion of the mergers set forth below, were made available as described below to the Idera board in its review and evaluation of the transactions contemplated by the merger agreement, and to Goldman Sachs for its use and reliance in connection with its financial analyses and opinion to the Idera board described under "The Mergers—Opinion of Idera's Financial Advisor—Goldman Sachs" beginning on page 84 of this joint proxy statement/prospectus and, in the case of the Idera Unadjusted Management Projections, to BioCryst. The summary of these financial projections is not being included in this joint proxy statement/prospectus to influence the voting decision of any Idera stockholder or BioCryst stockholder

Table of Contents

with respect to the mergers, but instead only because these financial projections were provided to the parties above in connection with the mergers. Idera makes and has made no representation to BioCryst, in the merger agreement or otherwise, concerning the Idera Unadjusted Management Projections, the Idera Adjusted Management Projections, the Idera Adjusted BioCryst Projections or the Combined Company Projections.

Financial Forecasts Related to Idera

Idera management prepared unaudited unadjusted financial projections for Idera (the "*Idera Unadjusted Management Projections*") for the fiscal years ending December 31, 2018 through 2030. The Idera Unadjusted Management Projections were based on numerous variables and assumptions including key assumptions around the following: (1) capitalization and expenditure estimates; (2) product pricing and pricing increases; (3) composition of patients, (4) product launch dates and (5) market share. The Idera Unadjusted Management Projections are being described herein solely because they were provided to BioCryst in connection with its review and evaluation of the mergers. The Idera Unadjusted Management Projections are summarized in the following table:

$mm	2018E	2019E	2020E	2021E	2022E	2023E	2024E
Total net revenues	—	—	—	$ 113	$ 229	$ 361	$ 676
Gross profit	—	—	—	$ 112	$ 228	$ 359	$ 671
Ex-U.S. partnership revenue	—	—	—	—	$ 35	$ 19	$ 29
Operating income	$ (70)	$ (71)	$ (108)	$ (36)	$ 67	$ 125	$ 378

$mm	2025E	2026E	2027E	2028E	2029E	2030E
Total net revenues	$ 1,522	$ 2,492	$ 3,257	$ 3,655	$ 4,055	$ 4,570
Gross profit	$ 1,500	$ 2,447	$ 3,187	$ 3,560	$ 3,935	$ 4,415
Ex-U.S. partnership revenue	$ 64	$ 158	$ 292	$ 372	$ 383	$ 395
Operating income	$ 946	$ 1,622	$ 2,218	$ 2,521	$ 2,761	$ 3,066

Using the Idera Unadjusted Management Projections, Idera management prepared unaudited financial projections for Idera (the "*Idera Adjusted Management Projections*") for the fiscal years ending December 31, 2018 through 2030, which were adjusted based on numerous variables, including the following: (1) Idera management's assessment of the probability of success for Idera's products; (2) Idera's federal net operating loss balance and the future usability of such tax attributes; (3) expectations around future equity financings; and (4) capitalization estimates. The Idera board utilized the Idera Adjusted Management Projections in connection with its review and evaluation of the mergers, and Goldman Sachs used the Idera Adjusted Management Projections in connection with its financial analyses and opinion to the Idera board, as described in the section titled "The Mergers—Opinion of Idera's Financial Advisor—Goldman Sachs" beginning on page 84 of this joint proxy

Table of Contents

statement/prospectus. The Idera Adjusted Management Projections are summarized in the following table:

$mm	2018E	2019E	2020E	2021E	2022E	2023E	2024E
POS Adjusted Revenue by Product:							
IMO-2125—Melanoma	—	—	—	$ 75	$ 152	$ 240	$ 252
IMO-2125—Head & Neck	—	—	—	—	—	—	$ 101
IMO-2125—Bladder	—	—	—	—	—	—	—
IMO-8400—Dermatomyositis	—	—	—	—	—	—	$ 2
Nucleic acid chemistry compound	—	—	—	—	—	—	—
POS-adjusted net revenue	—	—	—	$ 75	$ 152	$ 240	$ 355
Ex-U.S. partnership revenue	—	—	—	—	$ 17	$ 9	$ 14
POS-adjusted operating income	$ (70)	$ (72)	$ (109)	$ (37)	$ 48	$ 105	$ 280
Unlevered free cash flow(1)	$ (73)	$ (76)	$ (115)	$ (45)	$ 29	$ 72	$ 207
Tax-effected net operating loss cash savings	—	—	—	—	$ 10	$ 22	$ 57
Financings	—	$ 150	$ 150	—	—	—	—

	2025E	2026E	2027E	2028E	2029E	2030E
POS Adjusted Revenue by Product:						
IMO-2125—Melanoma	$ 264	$ 277	$ 291	$ 305	$ 320	$ 336
IMO-2125—Head & Neck	$ 211	$ 331	$ 346	$ 362	$ 379	$ 397
IMO-2125—Bladder	$ 131	$ 279	$ 447	$ 476	$ 508	$ 541
IMO-8400—Dermatomyositis	$ 11	$ 28	$ 52	$ 80	$ 105	$ 124
Nucleic acid chemistry compound	$ 4	$ 15	$ 24	$ 35	$ 45	$ 66
POS-adjusted net revenue	$ 620	$ 929	$ 1,159	$ 1,258	$ 1,357	$ 1,464
Ex-U.S. partnership revenue	$ 23	$ 47	$ 81	$ 101	$ 104	$ 107
POS-adjusted operating income	$ 574	$ 898	$ 1,155	$ 1,268	$ 1,364	$ 1,468
Unlevered free cash flow(1)	$ 422	$ 670	$ 879	$ 981	$ 1,056	$ 1,136
Tax-effected net operating loss cash savings	$ 1	—	—	—	—	—
Financings	—	—	—	—	—	—

(1) Defined as cash provided by operating activities less capital expenditures. Unlevered free cash flow is a non-GAAP financial measure. Unlevered free cash flow does not include tax-effected net operating loss cash savings or financings.

Financial Forecasts Related to BioCryst

BioCryst management prepared unaudited unadjusted financial projections for BioCryst for the fiscal years ending December 31, 2018 through 2035 for its board of directors (see the section entitled "The Mergers—Certain Financial Forecasts Utilized by the BioCryst Board and BioCryst's Financial Advisor in Connection with the Mergers—Financial Forecasts Related to BioCryst" beginning on page 81 of this joint proxy statement/prospectus), which were provided to Idera management for its review and evaluation of the mergers. Idera management then made adjustments to BioCryst management's projections based on numerous variables (the "*Idera Adjusted BioCryst Projections*"), including the following: (1) Idera management's assessment of the probability of success for BioCryst's products; and (2) expectations around future equity financings. The Idera board utilized these Idera Adjusted BioCryst Projections in connection with its review and evaluation of the mergers, and Goldman Sachs used the Idera Adjusted BioCryst Projections in connection with its financial analyses and opinion to the Idera board, as described in the section titled "The Mergers—Opinion of Idera's

Table of Contents

Financial Advisor—Goldman Sachs" beginning on page 84 of this joint proxy statement/prospectus. The Idera Adjusted BioCryst Projections are summarized in the following table:

$mm	2018E	2019E	2020E	2021E	2022E	2023E	2024E	2025E	2026E
POS Adjusted Revenue by Product:									
HAE Prophylactic	—	—	$ 21	$ 112	$ 214	$ 331	$ 376	$ 469	$ 492
HAE Acute	—	—	—	—	$ 8	$ 20	$ 27	$ 30	$ 30
Rapivab	$ 2	$ 3	$ 21	$ 21	$ 21	$ 18	$ 18	—	—
Galidsevir	—	—	—	—	$ 20	$ 20	$ 20	—	—
Other development candidate	—	—	—	—	—	$ 6	$ 27	$ 46	$ 61
FOP	—	—	—	—	—	$ 6	$ 13	$ 20	$ 25
Ex-U.S. product sales	—	—	$ 1	$ 8	$ 22	$ 46	$ 74	$ 97	$ 118
Royalty and other revenues	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1	$ 1
Research and development reimbursement	$ 5	$ 6	$ 9	$ 1	—	—	—	—	—
Milestone receipts	$ 3	—	—	—	—	—	—	—	—
POS-adjusted net revenue	$ 11	$ 10	$ 52	$ 143	$ 285	$ 447	$ 556	$ 662	$ 728
POS-adjusted operating income	$ (91)	$ (136)	$ (104)	$ (3)	$ 167	$ 338	$ 437	$ 534	$ 593
Unlevered free cash flow(1)	$ (92)	$ (136)	$ (108)	$ (12)	$ 118	$ 251	$ 334	$ 412	$ 462
Tax-effected net operating loss cash savings	—	—	—	—	$ 28	$ 71	$ 73	—	—
Financings	—	$ 150	$ 150	—	—	—	—	—	—

$mm	2027E	2028E	2029E	2030E	2031E	2032E	2033E	2034E	2035E
POS Adjusted Revenue by Product:									
HAE Prophylactic	$ 503	$ 523	$ 544	$ 566	$ 588	$ 612	$ 636	$ 662	$ 688
HAE Acute	$ 31	$ 32	$ 33	$ 35	$ 36	$ 38	$ 39	$ 41	$ 42
Rapivab	—	—	$ 2	$ 3	$ 3	$ 3	$ 3	—	—
Galidsevir	—	—	—	—	—	—	—	—	—
Other development candidate	$ 72	$ 78	$ 84	$ 87	$ 91	$ 95	$ 98	$ 102	$ 106
FOP	$ 28	$ 29	$ 30	$ 31	$ 32	$ 33	$ 34	$ 36	$ 37
Ex-U.S. product sales	$ 131	$ 137	$ 145	$ 152	$ 158	$ 164	$ 171	$ 178	$ 185
Royalty and other revenues	$ 1	—	—	—	—	—	—	—	—
Research and development reimbursement	—	—	—	—	—	—	—	—	—
Milestone receipts	—	—	—	—	—	—	—	—	—
POS-adjusted net revenue	$ 765	$ 799	$ 837	$ 874	$ 909	$ 945	$ 982	$ 1,018	$ 1,059
POS-adjusted	$ 625	$ 655	$ 688	$ 720	$ 751	$ 783	$ 816	$ 847	$ 883

operating income									
Unlevered free cash flow[(1)]	$ 490	$ 514	$ 540	$ 565	$ 590	$ 615	$ 641	$ 666	$ 693
Tax-effected net operating loss cash savings	—	—	—	—	—	—	—	—	—
Financings	—	—	—	—	—	—	—	—	—

(1) Defined as cash provided by operating activities less capital expenditures. Unlevered free cash flow is a non-GAAP financial measure. Unlevered free cash flow does not include tax-effected net operating loss cash savings or financings.

Financial Forecasts Related to Combined Company

Using the Idera Adjusted Management Projections and the Idera Adjusted BioCryst Projections, Idera management prepared unaudited financial projections for the combined company (the "*Combined Company Projections*") after completion of the mergers for the fiscal years ending December 31, 2018 through 2030. The Idera board utilized the Combined Company Projections prepared by Idera's management in connection with its review and evaluation of the mergers, and Goldman Sachs used the Combined Company Projections in connection with its financial analyses and opinion to the Idera board as described in the section titled "The Mergers—Opinion of Idera's Financial Advisor—Goldman

Table of Contents

Sachs" beginning on page 84 of this joint proxy statement/prospectus. The Combined Company Projections are summarized in the following table:

$mm	2018E	2019E	2020E	2021E	2022E	2023E	2024E
Pro forma revenue	$ 11	$ 10	$ 52	$ 218	$ 454	$ 696	$ 925
Operating income	$ (161)	$ (208)	$ (213)	$ (40)	$ 215	$ 443	$ 717
Operating income with synergies(1)	$ (151)	$ (185)	$ (182)	$ (9)	$ 246	$ 474	$ 748
Unlevered free cash flow	$ (154)	$ (189)	$ (193)	$ (26)	$ 171	$ 347	$ 565
Tax-effected net operating loss cash savings	—	—	—	—	$ 52	$ 83	$ 46
Financings	—	$ 300	$ 300	—	—	—	—

$mm	2025E	2026E	2027E	2028E	2029E	2030E
Pro forma revenue	$ 1,306	$ 1,704	$ 2,005	$ 2,158	$ 2,298	$ 2,445
Operating income	$ 1,109	$ 1,490	$ 1,780	$ 1,923	$ 2,053	$ 2,188
Operating income with synergies(1)	$ 1,140	$ 1,521	$ 1,811	$ 1,954	$ 2,084	$ 2,219
Unlevered free cash flow(2)	$ 858	$ 1,156	$ 1,394	$ 1,519	$ 1,620	$ 1,726
Tax-effected net operating loss cash savings	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3
Financings	—	—	—	—	—	—

(1) Reflects run-rate synergy estimates for the combined company after completion of the mergers for the fiscal years ending December 31, 2018 through 2030, giving effect to the mergers as if they had been consummated as of January 1, 2018, of $30.7 million annually, phased 50% in the year ended December 31, 2018, 90% in the year ended December 31, 2019 and 100% in each year thereafter, with costs to achieve such synergies estimated at $4.5 million in each of the years ending December 31, 2018 and 2019.

(2) Defined as cash provided by operating activities less capital expenditures. Unlevered free cash flow is a non-GAAP financial measure. Unlevered free cash flow does not include tax-effected net operating loss cash savings or financings.

Certain Financial Forecasts Utilized by the BioCryst Board and BioCryst's Financial Advisor in Connection with the Mergers

BioCryst does not normally make public long-term projections as to future revenues, earnings or other results due to the uncertainty of the underlying assumptions and estimates. However, in connection with the BioCryst board's review of potential strategic alternatives, BioCryst management provided the BioCryst board and J.P. Morgan with forecasts for the performance of BioCryst's business for the fiscal years 2018 through 2037. These prospective forecasts were based on internal assumptions about the probability of success for product candidates, probability of regulatory approvals, launch timing, pricing, market growth, market share, competition, the commercial life of the product candidates, and other relevant factors related to the commercialization of each of BioCryst's products and product candidates (the "*BioCryst Adjusted Management Projections*"). In addition, BioCryst management provided forecasts which were not risk adjusted to include a probability of success for BioCryst's product candidates (the "*BioCryst Unadjusted Management Projections*," and together with the BioCryst Adjusted Management Projections, the "*BioCryst Management Projections*"). BioCryst management provided Idera solely with the BioCryst Unadjusted Management Projections. The BioCryst Management Projections, which are summarized below, were made available to the BioCryst board for purposes of considering and evaluating the transactions contemplated by the merger agreement, and to J.P. Morgan for use in performing its financial analyses in connection with rendering its fairness opinion, which is attached as Annex C to this joint proxy statement/prospectus. BioCryst makes and has made no representation to Idera, in the merger agreement or otherwise, concerning the BioCryst Management Projections. For purposes of the BioCryst Adjusted Management Projections and

Table of Contents

the "*BioCryst Adjusted Idera Projections*" (as defined in "The Mergers—Certain Financial Forecasts Utilized by the BioCryst Board and BioCryst's Financial Advisor in Connection with the Mergers—Financial Forecasts Related to Idera"): "*EBIT*" refers to earnings before interest and tax and "*Unlevered free cash flow*" refers to tax-affected EBIT, less capital expenditures, plus depreciation, amortization and decreases in net working capital. For more information on J.P. Morgan's fairness opinion, see the section entitled "The Mergers—Opinion of BioCryst's Financial Advisor—J.P. Morgan" beginning on page 94 of this joint proxy statement/prospectus.

Financial Forecasts Related to BioCryst

The BioCryst Unadjusted Management Projections include long-term projections for fiscal years 2018 through 2037 for BioCryst's product and product candidates and make no adjustment for probability of success. The BioCryst Unadjusted Management Projections were shared with Idera in connection with its review and evaluation of the mergers. The following table presents a summary of the BioCryst Unadjusted Management Projections:

$mm	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
Total net revenue	$ 33	$ 36	$ 77	$ 169	$ 463	$ 803	$ 1,274	$ 1,577	$ 1,827	$ 1,983
Operating income	$ (84)	$ (130)	$ (149)	$ (22)	$ 287	$ 588	$ 1,021	$ 1,305	$ 1,531	$ 1,671
Net income	$ (85)	$ (131)	$ (150)	$ (22)	$ 287	$ 578	$ 783	$ 1,003	$ 1,179	$ 1,291

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Total net revenue	$ 2,050	$ 2,125	$ 2,175	$ 2,175	$ 2,175	$ 2,175	$ 2,170	$ 2,170	$ 984	$ 984
Operating income	$ 1,728	$ 1,792	$ 1,835	$ 1,831	$ 1,827	$ 1,823	$ 1,814	$ 1,810	$ 775	$ 772
Net income	$ 1,340	$ 1,394	$ 1,432	$ 1,434	$ 1,437	$ 1,439	$ 1,438	$ 1,441	$ 655	$ 656

The BioCryst Unadjusted Management Projections summarized above were prepared by BioCryst management based on assumptions, including the following: (i) a tax rate of 23.5%, (ii) net operating losses of $487 million, with no limitations on use, and (iii) a net cash balance of $143 million. The BioCryst Unadjusted Management Projections are based upon financial, operating and commercial assumptions developed solely using the information available to BioCryst management at the time the BioCryst Unadjusted Management Projections were created.

The BioCryst Adjusted Management Projections include long-term projections for fiscal years 2018 through 2037, which were risk adjusted to include a probability of success for each of BioCryst's product candidates. The following tables present a summary of the BioCryst Adjusted Management Projections:

$mm	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Total net revenue	$ 33	$ 36	$ 77	$ 169	$ 463	$ 803	$ 1,274	$ 1,577	$ 1,827	$ 1,983	$ 2,050
POS Adjusted Revenue by Product:											
HAE Prophylactic	—	—	$ 16	$ 99	$ 195	$ 307	$ 423	$ 531	$ 571	$ 591	$ 591
HAE Acute	—	—	—	—	$ 9	$ 23	$ 31	$ 35	$ 38	$ 41	$ 42
Rapivab	$ 9	$ 6	$ 6	$ 6	$ 6	$ 1	$ 1	$ 1	$ 1	$ 1	—
Galidsevir	$ 15	$ 23	$ 23	$ 1	$ 3	$ 3	$ 3	—	—	—	—
Other development candidate	—	—	—	—	—	$ 2	$ 11	$ 19	$ 26	$ 31	$ 33
FOP	—	—	—	—	—	$ 2	$ 5	$ 8	$ 10	$ 11	$ 12
POS-adjusted total revenue	$ 24	$ 29	$ 45	$ 107	$ 213	$ 339	$ 475	$ 595	$ 646	$ 675	$ 678
POS-adjusted EBIT	$ (83)	$ (103)	$ (94)	$ (2)	$ 107	$ 236	$ 362	$ 474	$ 520	$ 545	$ 547
Unlevered free cash flow	$ (69)	$ (94)	$ (88)	$ (12)	$ 96	$ 221	$ 334	$ 359	$ 392	$ 414	$ 418

Table of Contents

$mm	2029	2030	2031	2032	2033	2034	2035	2036	2037
POS Adjusted Revenue by Product:									
HAE Prophylactic	$ 591	$ 591	$ 591	$ 591	$ 591	$ 591	$ 591	—	—
HAE Acute	$ 45	$ 47	$ 47	$ 47	$ 47	$ 47	$ 47	—	—
Rapivab	$ 3	$ 5	$ 5	$ 5	$ 5	—	—	—	—
Galisdsevir	—	—	—	—	—	—	—	—	—
Other development candidate	$ 36	$ 37	$ 37	$ 37	$ 37	$ 37	$ 37	$ 37	$ 37
FOP	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12
POS-adjusted total revenue	$ 686	$ 692	$ 692	$ 692	$ 692	$ 687	$ 687	$ 50	$ 50
POS-adjusted EBIT	$ 554	$ 559	$ 558	$ 558	$ 557	$ 551	$ 567	$ 17	$ 16
Unlevered free cash flow	$ 423	$ 427	$ 427	$ 427	$ 426	$ 423	$ 434	$ 85	$ 12

The BioCryst Adjusted Management Projections summarized above were prepared by BioCryst management based on assumptions, including the following: (i) a tax rate of 23.5%, (ii) net operating losses of $487 million, with no limitations on use, and (iii) a net cash balance of $143 million. The BioCryst Adjusted Management Projections are based upon financial, operating and commercial assumptions developed solely using the information available to BioCryst management at the time the BioCryst Adjusted Management Projections were created.

Financial Forecasts Related to Idera

Idera management provided BioCryst with long-term projections for fiscal years 2018 through 2030, that did not include adjustments for the probability of success for Idera's product candidates. At the direction of the BioCryst board, BioCryst management adjusted Idera management's long-term projections and extended the projections to 2034 (the "*BioCryst Adjusted Idera Projections*"), by applying BioCryst management's internal assumptions about the probability of success, regulatory approval, launch timing, pricing, market growth, market share, competition, commercial life of the product candidates, and other relevant factors related to the commercialization of each of Idera's product candidates, as well as projections of operating expenses, which included research and development expenses, selling and marketing expenses, and general administrative costs not attributed to a specific product, as well as tax rate assumptions. The BioCryst Adjusted Idera Projections, which are summarized below, were made available to the BioCryst board for purposes of considering and evaluating the transactions contemplated by the merger agreement, and to J.P. Morgan for use in performing its financial analysis in connection with rendering its fairness opinion, in this joint proxy statement/prospectus. For more information on J.P. Morgan's fairness opinion, see the section entitled "The Mergers—Opinion of BioCryst's Financial Advisor—J.P. Morgan" beginning on page 94 of this joint proxy statement/prospectus. The following table presents a summary of the BioCryst Adjusted Idera Projections:

$mm	2018	2019	2020	2021	2022	2023	2024	2025	2026
POS Adjusted Revenue by Product:									
IMO-2125—Melanoma	—	—	—	$ 66	$ 159	$ 257	$ 288	$ 302	$ 317
IMO-2125—Head & Neck	—	—	—	—	—	—	$ 72	$ 177	$ 293
IMO-2125—Bladder	—	—	—	—	—	—	—	$ 92	$ 231
IMO-8400—Dermatomyositis	—	—	—	—	—	—	$ 2	$ 8	$ 17
POS-adjusted total revenue	—	—	—	$ 66	$ 159	$ 257	$ 361	$ 579	$ 858
POS-adjusted EBIT	$ (68)	$ (68)	$ (88)	$ (26)	$ 44	$ 121	$ 210	$ 399	$ 612
Unlevered free cash flow	$ (64)	$ (69)	$ (83)	$ (38)	$ 35	$ 110	$ 188	$ 287	$ 420

Table of Contents

$mm	2027	2028	2029	2030	2031	2032	2033	2034
POS Adjusted Revenue by Product:								
IMO-2125—Melanoma	$ 332	$ 348	$ 365	$ 383	$ 251	$ 116	$ 56	—
IMO-2125—Head & Neck	$ 338	$ 357	$ 377	$ 398	$ 421	$ 278	$ 70	—
IMO-2125—Bladder	$ 392	$ 461	$ 499	$ 540	$ 584	$ 392	$ 179	—
IMO-8400—Dermatomyositis	$ 26	$ 35	$ 45	$ 46	$ 47	$ 48	$ 49	$ 50
POS-adjusted total revenue	$ 1,088	$ 1,201	$ 1,286	$ 1,367	$ 1,303	$ 834	$ 354	$ 50
POS-adjusted EBIT	$ 786	$ 871	$ 935	$ 996	$ 950	$ 591	$ 243	$ 11
Unlevered free cash flow	$ 553	$ 627	$ 676	$ 722	$ 701	$ 479	$ 224	$ 38

Important Information About the Financial Forecasts

The inclusion of the BioCryst Adjusted Management Projections, the BioCryst Unadjusted Management Projections, the BioCryst Adjusted Idera Projections, the Idera Adjusted BioCryst Projections, the Idera Unadjusted Management Projections, the Idera Adjusted Management Projections, the Combined Company Projections and any other materials referring to or derived from such projections (all such projections and other materials being referred to as the "*Financial Forecasts*") in this joint proxy statement/prospectus should not be regarded as an indication that any of BioCryst, J.P. Morgan, Idera, Goldman Sachs, their advisors or any of their respective affiliates, officers, directors, partners, advisors or other representatives considered, or now considers, those projections to be predictive of actual future results, and does not constitute an admission or representation by BioCryst or Idera that this information is material. There can be no assurance that the projected results will be realized or that actual results will not be materially lower or higher than estimated, whether or not the mergers are completed.

The forecasts and the adjusted Idera forecasts, while prepared with numerical specificity, necessarily were based on numerous variables and assumptions that are inherently uncertain, many of which are beyond BioCryst's control. The forecasts and adjusted Idera forecasts reflect numerous estimates and assumptions made by BioCryst and Idera based on information available at the time of preparation, and no assurances can be made regarding future events or that the assumptions made in preparing the Financial Forecasts will accurately reflect future conditions. In preparing the Financial Forecasts, BioCryst management and Idera management made assumptions regarding, among other things, future economic, competitive, regulatory and financial market conditions and future business decisions that may not be realized and that are inherently subject to significant uncertainties and contingencies, including, among others, risks and uncertainties described or incorporated by reference in the sections entitled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" on pages 22 and 20, respectively, of this joint proxy statement/prospectus, all of which are difficult to predict and many of which are beyond the control of BioCryst and Idera and will be beyond the control of the combined company. There can be no assurance that the underlying assumptions or projected results in the Financial Forecasts will be realized, and actual results will likely differ, and may differ materially, from those reflected in the Financial Forecasts, whether or not the mergers are completed. As a result, the Financial Forecasts cannot be considered predictive of actual future operating results, and this information should not be relied on as such.

Since the Financial Forecasts cover multiple years, the information by its nature becomes less predictive with each successive year. BioCryst stockholders and Idera stockholders are urged to review the SEC filings of BioCryst and Idera for a description of risk factors with respect to the businesses of BioCryst and Idera, as well as the risks and other factors described or incorporated by reference in the sections entitled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" on pages 22 and 20, respectively, of this joint proxy statement/prospectus. The Financial Forecasts were not prepared with a view toward public disclosure, nor were they prepared with a view toward compliance with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information, or GAAP.

The Financial Forecasts include certain non-GAAP financial measures. Non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information presented in compliance with GAAP, and non-GAAP financial measures as used by BioCryst and Idera may not be comparable to similarly titled amounts used by other companies. The footnotes to the tables above provide certain supplemental information with respect to the calculation of these non-GAAP financial measures. The independent registered public accounting firms of BioCryst and Idera have not audited, reviewed, compiled or performed any procedures with respect to the Financial Forecasts for the purpose of their inclusion herein. Accordingly, the independent registered public accounting firms of BioCryst and Idera do not express an opinion or provide any form of assurance with respect thereto for the purpose of this joint proxy statement/prospectus. The reports of the independent registered public accounting firms of BioCryst and Idera incorporated by reference in this joint proxy statement/prospectus relate to the historical financial information of BioCryst and Idera. They do not extend to the Financial Forecasts and should not be read to do so. The Financial Forecasts do not take into account any circumstances or events occurring after the date they were prepared and do not give effect to the mergers.

READERS OF THIS DOCUMENT ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THE FINANCIAL FORECASTS. BIOCRYST AND IDERA DO NOT INTEND TO UPDATE OR OTHERWISE REVISE THE FINANCIAL FORECASTS TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE WHEN MADE OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING THE FINANCIAL FORECASTS ARE NO LONGER APPROPRIATE, EXCEPT AS MAY BE REQUIRED BY LAW.

Opinion of Idera's Financial Advisor—Goldman Sachs

At a meeting of the Idera board held on January 21, 2018, Goldman Sachs delivered to the Idera board its oral opinion, subsequently confirmed in writing, to the effect that, as of January 21, 2018 and based upon and subject to the factors and assumptions set forth in Goldman Sachs' written opinion, the Idera exchange ratio of 0.20 shares of Holdco common stock for each share of Idera common stock pursuant to the merger agreement was fair from a financial point of view to the holders (other than BioCryst and its affiliates) of shares of Idera common stock.

The full text of the written opinion of Goldman Sachs, dated January 21, 2018, which sets forth the assumptions made, procedures followed, matters considered, qualifications and limitations on the review undertaken in connection with the opinion, is attached as Annex B to this joint proxy statement/prospectus. The summary of Goldman Sachs' opinion contained in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of Goldman Sachs' written opinion. Goldman Sachs' advisory services and opinion were provided for the information and assistance of the Idera board in connection with its consideration of the transactions contemplated by the merger agreement and the opinion does not constitute a recommendation as to how any holder of shares of Idera common stock should vote with respect to the transactions contemplated by the merger agreement or any other matter.

In connection with rendering the opinion described above and performing its related financial analyses, Goldman Sachs reviewed, among other things:

- the merger agreement;
- annual reports to stockholders and Annual Reports on Form 10-K of Idera and BioCryst for the five years ended December 31, 2016;
- certain interim reports to stockholders and Quarterly Reports on Form 10-Q of Idera and BioCryst;

- certain other communications from Idera and BioCryst to their respective stockholders;
- certain publicly available research analyst reports for Idera and BioCryst;
- certain internal financial analyses and forecasts for BioCryst on a stand-alone basis and with respect to its products prepared by its management, which are referred to as the BioCryst Adjusted Management Projections under "The Mergers—Certain Financial Forecasts Utilized by the Idera Board of Directors and Idera's Financial Advisor in Connection with the Mergers";
- certain internal financial analyses and forecasts for Idera and certain financial analyses and forecasts for BioCryst, in each case, on a stand-alone basis and with respect to its products and probabilities of success related thereto, and certain financial analyses and forecasts for Holdco on a pro-forma basis giving effect to the transactions contemplated by the merger agreement, in each case, as prepared by the management of Idera and approved for Goldman Sachs' use by Idera, which are referred to as the Idera Adjusted Management Projections, the Idera Adjusted BioCryst Projections and the Combined Company Projections (collectively, the "*Idera Projections*") on a pro forma basis giving effect to the transactions contemplated by the merger agreement, in each case, as prepared by the management of Idera and approved for Goldman Sachs' use by Idera, which are summarized above under the section titled "The Mergers—Certain Financial Forecasts Utilized by the Idera Board and Idera's Financial Advisor in Connection with the Mergers" beginning on page 76 of this joint proxy statement/prospectus, including certain operating synergies projected by the management of Idera to result from the transactions contemplated by the merger agreement (the "*Synergies*"), as approved for Goldman Sachs' use by Idera; and
- certain analyses prepared by the management of Idera related to the expected utilization by Idera, BioCryst and Holdco of certain net operating loss carryforwards (the "*NOL Forecasts*"), as approved for Goldman Sachs' use by Idera.

Goldman Sachs also held discussions with members of the senior managements of Idera and BioCryst regarding their assessment of the strategic rationale for, and the potential benefits of, the transactions contemplated by the merger agreement and the past and current business operations, financial condition and future prospects of BioCryst and with members of the senior management of Idera regarding their assessment of the past and current business operations, financial condition and future prospects of Idera; reviewed the reported price and trading activity for the shares of Idera common stock and shares of BioCryst common stock; compared certain financial and stock market information for Idera and BioCryst with similar information for certain other companies the securities of which are publicly traded; and performed such other studies and analyses, and considered such other factors, as Goldman Sachs deemed appropriate.

For purposes of rendering its opinion, Goldman Sachs, with the consent of the Idera board, relied upon and assumed the accuracy and completeness of all of the financial, legal, regulatory, tax, accounting and other information provided to, discussed with or reviewed by, Goldman Sachs, without assuming any responsibility for independent verification thereof. In that regard, Goldman Sachs assumed with the consent of the Idera board that the Idera Projections, including the Synergies, and the NOL Forecasts had been reasonably prepared on a basis reflecting the best then available estimates and judgments of the management of Idera. Goldman Sachs did not make an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or other off-balance-sheet assets and liabilities) of Holdco, Idera or BioCryst or any of their respective subsidiaries and Goldman Sachs was not furnished with any such evaluation or appraisal. Goldman Sachs assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the transactions contemplated by the merger agreement would be obtained without any adverse effect on Idera, BioCryst or Holdco or on the expected benefits of the transactions contemplated by the merger agreement in any way meaningful to Goldman Sachs' analysis. Goldman Sachs assumed that the transactions contemplated by the merger agreement would be consummated on the terms set forth in the merger agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to its analysis.

Goldman Sachs' opinion does not address the underlying business decision of Idera to engage in the transactions contemplated by the merger agreement, or the relative merits of the transactions contemplated by the merger agreement as compared to any strategic alternatives that may be available to Idera; nor does it address any legal, regulatory, tax or accounting matters. Goldman Sachs' opinion addresses only the fairness from a financial point of view to the holders (other than BioCryst and its affiliates) of shares of Idera common stock, as of the date of the opinion, of the Idera exchange ratio pursuant to the merger agreement. Goldman Sachs did not express any view on, and its opinion does not address, any other term or aspect of the merger agreement or transactions contemplated by the merger agreement or any term or aspect of any other agreement or instrument contemplated by the merger agreement or entered into or amended in connection with the transactions contemplated by the merger agreement, including, the fairness of the transactions contemplated by the merger agreement to, or any consideration received in connection therewith by, the holders of any other class of securities, creditors, or other constituencies of Idera; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of Idera, or class of such persons, in connection with the transactions contemplated by the merger agreement, whether relative to the Idera exchange ratio pursuant to the merger agreement or otherwise. Goldman Sachs did not express any opinion as to the prices at which shares of Holdco common stock will trade at any time or as to the impact of the transactions contemplated by the merger agreement on the solvency or viability of Idera, BioCryst or Holdco, or the ability of Idera, BioCryst or Holdco to pay their respective obligations when they come due. Goldman Sachs' opinion was necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to Goldman Sachs as of, the date of the opinion and Goldman Sachs assumed no responsibility for updating, revising or reaffirming its opinion based on circumstances, developments or events occurring after the date of the opinion. Goldman Sachs' advisory services and its opinion were provided for the information and assistance of the Idera board in connection with its consideration of the transactions contemplated by the merger agreement and the opinion does not constitute a recommendation as to how any holder of shares of Idera common stock should vote with respect to such transactions contemplated by the merger agreement or any other matter. Goldman Sachs' opinion was approved by a fairness committee of Goldman Sachs.

Summary of Financial Analyses

The following is a summary of the material financial analyses presented by Goldman Sachs to the Idera board in connection with rendering the opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by Goldman Sachs, nor does the order of analyses described represent relative importance or weight given to those analyses by Goldman Sachs. Some of the summaries of the financial analyses include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of Goldman Sachs' financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before January 19, 2018, the last completed trading day before Goldman Sachs delivered its opinion to the Idera board, and is not necessarily indicative of current market conditions.

Implied Value of the Merger Consideration

Goldman Sachs calculated an implied value of $2.24 for the 0.20 shares of Holdco common stock reflecting the Idera exchange ratio pursuant to the merger agreement, by multiplying the closing price of $5.59 on January 19, 2018 for the shares of BioCryst common stock (each of which is to be converted pursuant to the BioCryst exchange ratio into 0.50 shares of Holdco common stock in the transactions contemplated by the merger agreement), by 0.40 (representing the Idera exchange ratio of 0.20 divided by the BioCryst exchange ratio of 0.50). The closing price per share of Idera common stock was $2.55 as of January 19, 2018, the last completed trading day before Goldman Sachs delivered its opinion to the Idera board.

Illustrative Sum-of-the-Parts Discounted Cash Flow Analysis for Idera

Using the Idera Adjusted Management Projections, Goldman Sachs performed an illustrative sum-of-the-parts discounted cash flow ("*DCF*") analysis to derive a range of stand-alone illustrative present values per share of Idera common stock.

In connection with this analysis, Goldman Sachs performed separate DCF analyses with respect to the following product candidates (and indications) of Idera, as well as the revenue and corporate cost items set forth below:

- IMO-2125 (for Melanoma, Head & Neck and Bladder cancer indications);
- IMO-8400; and
- nucleic acid chemistry compound.

Using a mid-year convention and discount rates ranging from 12.5% to 14.5%, reflecting estimates of Idera's weighted average cost of capital derived by application of a capital asset pricing model, which requires certain company-specific inputs, including the company's target capital structure weightings, the cost of long-term debt, after-tax yield on permanent excess cash, if any, future applicable marginal cash tax rate and a beta for the company, as well as certain financial metrics for the United States financial markets generally, Goldman Sachs discounted to present value as of December 31, 2017, (i) probability of success ("*POS*"), adjusted estimates of the free cash flows to be generated from each indication for IMO-2125 referred to above and from each of IMO-8400 and the nucleic acid chemistry compound, in each case for the period from December 31, 2017 to December 31, 2030 (except with respect to the nucleic acid chemistry compound, for which the period was from December 31, 2017 to December 31, 2032), all as reflected in the Idera Projections, (ii) POS-adjusted estimates of the milestones, royalty payments and other amounts to be received by Idera from sales of its product candidates outside of the United States pursuant to partnerships with third parties ("*ex-US partnerships revenue*") for the period from December 31, 2017 to December 31, 2030, all as reflected in the Idera Projections, and (iii) estimates of corporate costs of Idera reflected in the Idera Projections that had not been allocated to specific products, including clinical costs, research costs, and selling, general and administrative expenses, to derive a range of illustrative equity values for each product candidate and indication and for the ex-US partnership revenue, and a range of negative illustrative present values for the Idera corporate costs. Goldman Sachs then derived a range of illustrative equity values for Idera by adding (a) the ranges of illustrative equity values (and the range of negative illustrative present values) it derived as described above, (b) an illustrative present value as of December 31, 2017 of the benefits estimated to be derived by Idera from its utilization of its net operating losses as reflected in the NOL Forecasts, calculated using a discount rate of 12%, reflecting an estimate of Idera's cost of equity, (c) Idera's cash as of December 31, 2017, as provided by Idera management, and (d) a range of illustrative present values of the proceeds estimated to be received by Idera from anticipated future financings as reflected in the Idera Projections, calculated using discount rates ranging from 12.5% to 14.5%.

Goldman Sachs then divided the range of illustrative equity values it derived for Idera as described above by the total number of fully diluted shares of Idera common stock calculated based on information provided by Idera management plus additional shares illustratively assumed to be issued in

Table of Contents

the anticipated future financings at the different illustrative equity values for Idera, to derive a range of illustrative present values per share of Idera common stock ranging from $5.19 to $6.25.

For illustrative purposes, Goldman Sachs also performed a sensitivity analysis to analyze the impact on the range of illustrative present values per share of Idera common stock derived from the analysis above of reducing Idera's management's POS assumption for the Head & Neck and Bladder cancer indications for IMO-2125. The application of this reduced POS assumption resulted in a range of illustrative present values per share of Idera common stock ranging from $3.63 to $4.37.

Goldman Sachs also performed a sensitivity analysis to analyze the implied impact on the illustrative midpoint present value per share of Idera common stock of $5.69 (reflecting a midpoint discount rate of 13.5%) derived from the analysis described above, by varying certain of Idera's management's base case assumptions with respect to IMO-2125 and its indications as described below. The following table presents the results of this analysis:

	Sensitivity Analysis	Value Per Share
IMO- 2125	Failure (0% POS) | Success (100% POS)	$(0.11) - $14.20
	Melanoma indication: Base Case POS | Success (100% POS) Head & Neck and Bladder cancer indications fail (0% POS)	$1.86 - $3.09
	Peak market share ranges	$2.37 - $8.79
	IMO- 2125 launch price ranges	$2.60 - $8.56

Illustrative Sum-of-the-Parts Discounted Cash Flow Analysis for BioCryst

Using the Idera Adjusted BioCryst Projections, Goldman Sachs performed an illustrative sum-of-the-parts DCF analysis to derive a range of stand-alone illustrative present values per share of BioCryst common stock.

In connection with this analysis, Goldman Sachs performed separate DCF analyses with respect to the following product candidates of BioCryst as well as the revenue and corporate cost items set forth below:

- Hereditary angiodema ("*HAE*") product candidates (for prophylactic treatment of HAE and for acute treatment of HAE);
- Galidesivir;
- RAPIVAB®;
- Fibrodysplasis Ossificans Progressiva ("*FOP*"); and
- Other development candidate.

Using a mid-year convention and discount rates ranging from 12.5% to 14.5%, reflecting estimates of BioCryst's weighted average cost of capital derived by application of a capital asset pricing model, which requires certain company-specific inputs, including the company's target capital structure weightings, the cost of long-term debt, after-tax yield on permanent excess cash, if any, future applicable marginal cash tax rate and a beta for the company, as well as certain financial metrics for the United States financial markets generally, Goldman Sachs discounted to present value as of December 31, 2017, (i) POS-adjusted estimates of the free cash flows to be generated from each HAE product candidate referred to above and from each of Galidesivir, RAPIVAB®, FOP and other development candidate, in each case for the period from December 31, 2017 to December 31, 2035 (except with respect to FOP and other development candidate, for which the period was from

December 31, 2017 to December 31, 2037), all as reflected in the Idera Projections, and (ii) estimates of corporate costs of BioCryst reflected in the Idera Projections that had not been allocated to specific products, including research and development, sales and management, and general and administrative expenses, to derive a range of illustrative equity values for each product candidate, and a range of negative illustrative present values for the BioCryst corporate costs.

Goldman Sachs then derived a range of illustrative equity values for BioCryst by adding (a) the ranges of illustrative equity values (and the range of negative illustrative present values) it derived as described above, (b) an illustrative present value as of December 31, 2017 of the benefits estimated to be derived by BioCryst from its utilization of its net operating losses as reflected in the NOL Forecasts, calculated using a discounted rate of 12%, reflecting an estimate of BioCryst's cost of equity, (c) BioCryst's net cash as of December 31, 2017 as provided by BioCryst management and (d) a range of illustrative present values of the proceeds estimated to be received by BioCryst from anticipated future financings as reflected in the Idera Projections, calculated using discount rates ranging from 12.5% to 14.5%.

Goldman Sachs then divided the range of illustrative equity values it derived for BioCryst by the total number of fully diluted shares of BioCryst common stock calculated based on information provided by BioCryst management plus additional shares illustratively assumed to be issued in the anticipated future financings at the different illustrative equity values for BioCryst, to derive a range of illustrative present values per share of BioCryst common stock ranging from $12.42 to $15.11.

Goldman Sachs also performed a sensitivity analysis to analyze the implied impact on the illustrative midpoint present value per share of BioCryst common stock of $13.57 (reflecting a midpoint discount rate of 13.5%) derived from the analysis described above, by varying certain of Idera's management's base case assumptions with respect to the HAE product candidates, FOP and other development candidate. The following table presents the results of this analysis:

	Sensitivity Analysis	Value Per Share
HAE	Prophylactic and Acute: Failure (0% POS) | Success (100% POS)	$0.97 - $23.20
	Prophylactic Only: Base Case POS | Success (100% POS) Acute fails (0% POS)	$12.82 - $18.44
Pipeline	Other development candidate: Failure (0% POS) | 1st Line Success (100% POS)	$12.39 - $23.27
	FOP: Failure (0% POS) | 1st Line Success (100% POS)	$13.22 - $17.53

Illustrative Sum-of-the-Parts Discounted Cash Flow Analysis for Holdco

Using the Combined Company Projections, Goldman Sachs performed an illustrative sum-of-the-parts DCF analysis to derive a range of pro forma illustrative present values per Holdco common stock.

In connection with this analysis, Goldman Sachs performed separate DCF analyses with respect to the following product candidates (and indications) to be owned by Holdco as well as the revenue, corporate cost and Synergy items set forth below:

- IMO-2125 (for Melanoma, Head & Neck and Bladder cancer indications);

Table of Contents

- other Idera product candidates (consisting of IMO-8400 and the nucleic acid chemistry compound);
- HAE product candidates (for prophylactic treatment of HAE and for treatment of acute HAE); and
- other BioCryst product candidates (consisting of Galidesivir, RAPIVAB®, FOP and other development candidate).

Using a mid-year convention and discount rates ranging from 12.5% to 14.5%, reflecting estimates of Holdco's weighted average cost of capital derived by application of a capital asset pricing model, which requires certain company-specific inputs, including the company's target capital structure weightings, the cost of long-term debt, after-tax yield on permanent excess cash, if any, future applicable marginal cash tax rate and a beta for the company, as well as certain financial metrics for the United States financial markets generally, Goldman Sachs discounted to present value as of December 31, 2017, (i) POS-adjusted estimates of the free cash flows to be generated from each indication for IMO-2125 referred to above and from each of IMO-8400 and the nucleic acid chemistry compound, in each case for the period from December 31, 2017 to December 31, 2030 (except with respect to the nucleic acid chemistry compound, for which the period was from December 31, 2017 to December 31, 2032), all as reflected in the Idera Projections, (ii) estimates of the ex-US partnerships revenue for the period from December 31, 2017 to December 31, 2030, as reflected in the Idera Projections, (iii) free cash flows to be generated from each HAE product candidate referred to above and from each of Galidesivir, RAPIVAB®, FOP and other development candidate, in each case for the period from December 31, 2017 to December 31, 2035 (except with respect to FOP and other development candidate, for which the period was from December 31, 2017 to December 31, 2037), all as reflected in the Idera Projections, (iv) estimates of corporate costs of Holdco (without taking into account Synergies) reflected in the Idera Projections that had not been allocated to specific products, including clinical costs, research and development costs, and selling, general and administrative expenses, and (v) estimates of the benefits to be derived by Holdco from Synergies as reflected in the Idera Projections, to derive a range of illustrative equity values for each product candidate and indication, for the ex-US partnership revenue and for the Synergies, and a range of negative illustrative present values for the Holdco corporate costs.

Goldman Sachs then derived a range of illustrative equity values for Holdco by adding (a) the ranges of illustrative equity values (and the range of negative illustrative present values) it derived as described above, (b) an illustrative present value, as of December 31, 2017, of the benefits to be derived by Holdco from its utilization of its net operating losses as reflected in the NOL Forecasts, calculated using a discount rate of 12%, reflecting an estimate of Holdco's cost of equity, (c) Holdco's pro forma net cash, as of December 31, 2017, as provided by Idera and BioCryst managements, and (d) a range of illustrative present values of the proceeds estimated to be received by Holdco from anticipated future financings, as reflected in the Idera Projections, calculated using discount rates ranging from 12.5% to 14.5%.

Goldman Sachs then divided these ranges of illustrative equity values it derived for Holdco by the total number of fully diluted shares of Holdco common stock expected to be issued and outstanding after the transactions contemplated by the merger agreement calculated based on information provided by Idera management plus additional shares illustratively assumed to be issued in the anticipated future financings at the different illustrative equity values for Holdco, to derive a range of illustrative present values per share of Holdco common stock from $13.30 to $15.95 (calculated assuming an Idera exchange ratio of 0.40 and a BioCryst exchange ratio of 1.00) (which is equivalent to $26.60 to $31.90 based on the Idera exchange ratio of 0.20 and the BioCryst exchange ratio of 0.50 in the transactions contemplated by the merger agreement). Based on the foregoing, Goldman Sachs then derived a range of illustrative present values per share to be received by Idera stockholders in the transactions contemplated by the merger agreement ranging from $5.32 to $6.38, which it then compared to the range of illustrative present values per share of Idera common stock ranging from $5.19 to $6.25 derived based on the illustrative sum-of-the-parts DCF analysis for Idera on a standalone basis described above.

Table of Contents

For illustrative purposes Goldman Sachs also performed a sensitivity analysis to analyze the impact on the range of illustrative present values per share of Holdco common stock derived from the analysis above by reducing Idera management's POS assumption for the Head & Neck and Bladder cancer indications for IMO-2125. The application of this reduced POS assumption resulted in a range of illustrative present values per share of Holdco common stock from $11.54 to $13.87 (calculated assuming an Idera exchange ratio of 0.40 and a BioCryst exchange ratio of 1.00) (which is equivalent to $23.08 to $27.74 based on the Idera exchange ratio of 0.20 and the BioCryst exchange ratio of 0.50 in the transactions contemplated by the merger agreement). Based on the foregoing, Goldman Sachs then derived a range of illustrative present values per share to be received by Idera stockholders of in the transactions contemplated by the merger agreement ranging from $4.62 to $5.55.

Goldman Sachs also performed a sensitivity analysis to analyze the implied impact on the illustrative midpoint present value per share of Holdco common stock of $14.56 (which is equivalent to $29.12 based on the Idera exchange ratio of 0.20 and a BioCryst exchange ratio of 0.50 in the transactions contemplated by the merger agreement), reflecting a midpoint discount rate of 13.5%, derived from the analysis described above, and the illustrative present values per share to be received by Idera stockholders in the transactions contemplated by the merger agreement, based on the Idera exchange ratio, by varying certain of Idera's management's base case assumptions with respect to IMO 2125 and its indications and the HAE product candidates as described below. The following table presents the results of this analysis:

	Sensitivity Analysis	Value Per Share
IMO- 2125	Failure (0% POS)| Success (100% POS)	$2.60 - $9.93
	Melanoma indication: Base Case POS | Success (100% POS) Head & Neck and Bladder cancer indications fail (0% POS)	$3.96 - $4.55
	Peak market share ranges	$4.34 - $7.34
	IMO- 2125 launch price ranges	$4.38 - $7.18
HAE	Prophylactic and Acute: Failure (0% POS) | Success (100% POS)	$3.34 - $7.79
	Prophylactic Only: Base Case POS | Success (100% POS) Acute fails (0% POS)	$5.64 - $6.77

Illustrative Pro Forma Contribution Analysis

Goldman Sachs performed an illustrative contribution analysis comparing the equity values for each of Idera and BioCryst on a standalone basis, based on the following share prices using the total number of fully diluted shares of Idera common stock and BioCryst common stock, respectively, calculated based on information provided by Idera management: (i) the closing price as of January 19, 2018, the last completed trading day before Goldman Sachs delivered its opinion to the Idera board, (ii) the volume weighted average price over the 3-trading-day period ended January 19, 2018, (iii) the volume weighted average price over the 5-trading-day period ended January 19, 2018, (iv) the volume weighted average price over the 10-trading-day period ended January 19, 2018, (v) the volume weighted average price over the 15-trading-day period ended January 19, 2018, (vi) the volume weighted average price over the 20-trading-day period ended January 19, 2018 and (vii) the volume weighted average price over the 30-trading-day period ended January 19, 2018. Goldman Sachs also performed an illustrative contribution analysis comparing the equity values for each of Idera and BioCryst on a

Table of Contents

standalone basis based on the illustrative sum-of-the-parts DCF analysis described above. These analyses yielded the following ranges of implied equity contribution:

	Implied Equity Contribution	
Implied Equity Value Based On:	**Idera**	**BioCryst**
Current Price	52%	48%
3-Day VWAP	51%	49%
5-Day VWAP	50%	50%
10-Day VWAP	50%	50%
15-Day VWAP	50%	50%
20-Day VWAP	49%	51%
30-Day VWAP	49%	51%
DCF Analysis	50%	50%

Implied Premia Calculation

Goldman Sachs also calculated the premium (or discount) represented by the implied value of $2.24 for the 0.20 shares of Holdco common stock reflecting the Idera exchange ratio pursuant to the merger agreement (calculated by multiplying the closing price of $5.59 on January 19, 2018 for the shares of BioCryst common stock (each of which is to be converted pursuant to the BioCryst exchange ratio into 0.50 shares of Holdco common stock in the transactions contemplated by the merger agreement), by 0.40 (representing the Idera exchange ratio of 0.20 divided by the BioCryst exchange ratio of 0.50)) in relation to:

- the closing price per share of Idera common stock of $2.55 as of January 19, 2018, the last completed trading day before Goldman Sachs delivered its opinion to the Idera board;
- the volume weighted average price for the shares of Idera common stock of $2.45 over the 3-trading-day period ended January 19, 2018;
- the volume weighted average price for the shares of Idera common stock of $2.44 over the 5-trading-day period ended January 19, 2018;
- the volume weighted average price for the shares of Idera common stock of $2.38 over the 10-trading-day period ended January 19, 2018;
- the volume weighted average price for the shares of Idera common stock of $2.32 over the 15-trading-day period ended January 19, 2018;
- the volume weighted average price for the shares of Idera common stock of $2.27 over the 20-trading-day period ended January 19, 2018;
- the volume weighted average price for the shares of Idera common stock of $2.12 over the 30-trading-day period ended January 19, 2018; and
- the highest trading price for the shares of Idera common stock of $2.77 over the 52-week period ended January 19, 2018.

Table of Contents

The results of these calculations are as follows:

Reference Price Per Share of Idera Common Stock	Implied Premium (Discount) Represented by Implied Value of 0.20 of a Share of Holdco Common Stock
January 19, 2018 Closing Price of $2.55	(12.2)%
3-Day VWAP of $2.45	(8.6)%
5-Day VWAP of $2.44	(8.4)%
10-Day VWAP of $2.38	(5.7)%
15-Day VWAP of $2.32	(3.6)%
20-Day VWAP of $2.27	(1.3)%
30-Day VWAP of $2.12	5.6%
52-Week High of $2.77	(19.1)%

General

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth above, without considering the analyses as a whole, could create an incomplete view of the processes underlying Goldman Sachs' opinion. In arriving at its fairness determination, Goldman Sachs considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered by it. Rather, Goldman Sachs made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company or transaction used in the above analyses as a comparison is directly comparable to Idera or BioCryst or the transactions contemplated by the merger agreement.

Goldman Sachs prepared these analyses for purposes of providing its opinion to the Idera board as to the fairness from a financial point of view to the holders of shares of Idera common stock, as of the date of the opinion, of the Idera exchange ratio pursuant to the merger agreement. These analyses do not purport to be appraisals nor do they necessarily reflect the prices at which businesses or securities actually may be sold. Analyses based upon forecasts of future results are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by these analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties or their respective advisors, none of Idera, BioCryst, Goldman Sachs or any other person assumes responsibility if future results are materially different from those forecasts.

The Idera exchange ratio was determined through arm's-length negotiations between Idera and BioCryst and was approved by the Idera board. Goldman Sachs provided advice to Idera during these negotiations. Goldman Sachs did not, however, recommend any specific exchange ratio to Idera or the Idera board or that any specific exchange ratio constituted the only appropriate consideration for the transactions contemplated by the merger agreement.

As described above, Goldman Sachs' opinion was one of many factors taken into consideration by the Idera board in making its determination to approve the merger agreement. The foregoing summary does not purport to be a complete description of the analyses performed by Goldman Sachs in connection with the delivery of its fairness opinion to the Idera board and is qualified in its entirety by reference to the written opinion of Goldman Sachs attached as Annex B to this joint proxy statement/prospectus.

Goldman Sachs and its affiliates are engaged in advisory, underwriting and financing, principal investing, sales and trading, research, investment management and other financial and non-financial activities and services for various persons and entities. Goldman Sachs and its affiliates and employees, and funds or other entities they manage or in which they invest or have other economic interests or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments of Idera, BioCryst, any of their respective affiliates and third parties, including Baker Brothers, a significant stockholder of Idera and BioCryst, and Pillar Invest Corporation ("*Pillar*"), a significant stockholder of Idera, and any of their respective affiliates and portfolio companies, or any currency or commodity that may be involved in the transactions contemplated by the merger agreement. Goldman Sachs acted as financial advisor to Idera in connection with, and has participated in certain of the negotiations leading to, the transactions contemplated by the merger agreement. Goldman Sachs has provided certain financial advisory and/or underwriting services to Idera and/or its affiliates from time to time for which its Investment Banking Division has received, and may receive, compensation, including having acted as bookrunning manager with respect to the public offering by Idera of 26,225,243 shares of Idera common stock in October 2016 and the public offering of 38,333,334 shares of Idera common stock in October 2017. During the two-year period ended January 21, 2018, Goldman Sachs has recognized compensation for financial advisory and/or underwriting services provided by its Investment Banking Division to Idera and/or its affiliates of approximately $2.4 million. During the two-year period ended January 21, 2018, Goldman Sachs has not been engaged by BioCryst and/or its affiliates to provide financial advisory and/or underwriting services for which Goldman Sachs has received compensation. Goldman Sachs may also in the future provide financial advisory and/or underwriting services to Idera, BioCryst, Baker Brothers, Pillar and their respective affiliates and, as applicable, portfolio companies for which its Investment Banking Division may receive compensation. Affiliates of Goldman Sachs also may have co-invested with Baker Brothers or Pillar or their respective affiliates from time to time and may have invested in limited partnership units of affiliates of Baker Brothers or Pillar from time to time and may do so in the future.

The Idera board selected Goldman Sachs as its financial advisor because it is an internationally recognized investment banking firm that has substantial experience in transactions similar to the transactions contemplated by the merger agreement. Pursuant to an engagement letter between Idera and Goldman Sachs dated January 18, 2018, Idera engaged Goldman Sachs to act as its financial advisor in connection with the transactions contemplated by the merger agreement. The engagement letter between Idera and Goldman Sachs provides for a transaction fee that is estimated, based on the information available as of the date of announcement, at approximately $7.0 million, $0.7 million of which became payable at announcement of the transaction, and the reminder of which is contingent upon consummation of the transactions contemplated by the merger agreement. In addition, Idera agreed to reimburse Goldman Sachs for certain of its expenses, including reasonable attorneys' fees and disbursements, and to indemnify Goldman Sachs and related persons against various liabilities, including certain liabilities under the federal securities laws.

Opinion of BioCryst's Financial Advisor—J.P. Morgan

Pursuant to an engagement letter dated January 14, 2018, BioCryst retained J.P. Morgan as its financial advisor in connection with the mergers.

At the meeting of the BioCryst board on January 21, 2018, J.P. Morgan rendered its oral opinion to the BioCryst board that, as of such date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by J.P. Morgan in preparing the opinion, the BioCryst exchange ratio in the BioCryst merger was fair, from a financial point of view, to the holders of BioCryst common stock. J.P. Morgan confirmed its January 21, 2018 oral opinion by delivering its written opinion to the BioCryst board, dated January 21, 2018.

The full text of the written opinion of J.P. Morgan, dated January 21, 2018, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken by J.P. Morgan, is attached as Annex C to this joint proxy statement/prospectus and is incorporated herein by reference. This summary of the opinion of J.P. Morgan set forth in this joint proxy statement/

Table of Contents

prospectus is qualified in its entirety by reference to the full text of such opinion. BioCryst stockholders are urged to read the opinion in its entirety. J.P. Morgan's written opinion was addressed to the BioCryst board (in its capacity as such) in connection with and for the purposes of its evaluation of the mergers, was directed only to the BioCryst exchange ratio in the BioCryst merger and did not address any other aspect of the mergers. J.P. Morgan expressed no opinion as to the fairness of any consideration to be paid in connection with the mergers to the holders of any other class of securities, creditors or other constituencies of BioCryst or as to the underlying decision by BioCryst to engage in the mergers. The issuance of J.P. Morgan's opinion was approved by a fairness committee of J.P. Morgan. The opinion does not constitute a recommendation to any stockholder of BioCryst as to how such stockholder should vote with respect to the mergers or any other matter.

In arriving at its opinion, J.P. Morgan:

- reviewed the merger agreement;
- reviewed certain publicly available business and financial information concerning Idera and BioCryst and the industries in which they operate;
- reviewed certain internal financial analyses and forecasts, including the BioCryst Management Projections and the BioCryst Adjusted Idera Projections (collectively, the "*BioCryst Projections*"), prepared by the management of BioCryst relating to its business, as well as the estimated amount and timing of the cost savings and related expenses and synergies expected to result from the mergers (the "*Expected Synergies*"); and
- performed such other financial studies and analyses and considered such other information as J.P. Morgan deemed appropriate for the purposes of its opinion.

In addition, J.P. Morgan held discussions with certain members of the management of Idera and BioCryst with respect to certain aspects of the mergers, and the past and current business operations of Idera and BioCryst, the financial condition and future prospects and operations of Idera and BioCryst, the effects of the mergers on the financial condition and future prospects of BioCryst, and certain other matters J.P. Morgan believed necessary or appropriate to its inquiry.

In giving its opinion, J.P. Morgan relied upon and assumed the accuracy and completeness of all information that was publicly available or was furnished to or discussed with J.P. Morgan by Idera and BioCryst or otherwise reviewed by or for J.P. Morgan. J.P. Morgan did not independently verify any such information or its accuracy or completeness and, pursuant to its engagement letter with BioCryst, J.P. Morgan did not assume any obligation to undertake any such independent verification. J.P. Morgan did not conduct and was not provided with any valuation or appraisal of any assets or liabilities, nor did J.P. Morgan evaluate the solvency of Idera, Holdco or BioCryst under any state or federal laws relating to bankruptcy, insolvency or similar matters. In relying on financial analyses and forecasts provided to J.P. Morgan or derived therefrom, including the synergies, J.P. Morgan assumed that they were reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by management as to the expected future results of operations and financial condition of Idera and BioCryst to which such analyses or forecasts relate. J.P. Morgan expressed no view as to such analyses or forecasts (including the synergies) or the assumptions on which they were based. J.P. Morgan also assumed that the mergers and the other transactions contemplated by the merger agreement will be tax-free to BioCryst stockholders for United States federal income tax purposes, and will be consummated as described in the merger agreement. For purposes of conversion of Idera preferred stock, J.P. Morgan assumed at the direction of BioCryst that the 20-trading-day average trading price of shares of Idera common stock ending on the day that is three days before the closing will be $2.29. J.P. Morgan also assumed that the representations and warranties made by BioCryst and Idera in the merger agreement and the related agreements were and will be true and correct in all respects material to its analysis. J.P. Morgan is not a legal, regulatory or tax expert and relied on the assessments made by advisors to BioCryst with respect to such issues. J.P. Morgan further assumed that all material governmental, regulatory or other consents and approvals necessary for the consummation of the mergers will be obtained without any adverse effect on Idera, Holdco or BioCryst or on the contemplated benefits of the mergers.

The BioCryst Projections furnished to J.P. Morgan were prepared by BioCryst management on a risk-adjusted basis reflecting the various products in the BioCryst and Idera portfolios, respectively, as well as the projected corporate assets and liabilities of BioCryst and Idera, respectively. Neither BioCryst nor Idera publicly discloses internal management projections of the type provided to J.P. Morgan in connection with J.P. Morgan's analysis of the mergers, and such projections were not prepared with a view toward public disclosure. These projections were based on numerous variables and assumptions that are inherently uncertain and may be beyond the control of BioCryst and Idera management, including, without limitation, factors related to general economic and competitive conditions and prevailing interest rates. Accordingly, actual results could vary significantly from those set forth in such projections. For more information regarding the use of projections, please refer to the section entitled "The Mergers—Certain Financial Forecasts Utilized by the BioCryst Board and BioCryst's Financial Advisor in Connection with the Mergers" beginning on page 80 of this joint proxy statement/prospectus.

J.P. Morgan's opinion was necessarily based on economic, market and other conditions as in effect on, and the information made available to J.P. Morgan as of, the date of such opinion. J.P. Morgan's opinion noted that subsequent developments may affect J.P. Morgan's opinion, and that J.P. Morgan does not have any obligation to update, revise or reaffirm such opinion. J.P. Morgan's opinion is limited to the fairness, from a financial point of view, to the holders of BioCryst common stock of the BioCryst exchange ratio in the BioCryst merger, and J.P. Morgan has expressed no opinion as to the fairness of any consideration to be paid in connection with the mergers to the holders of any other class of securities, creditors or other constituencies of BioCryst or as to the underlying decision by BioCryst to engage in the mergers. Furthermore, J.P. Morgan expressed no opinion with respect to the amount or nature of any compensation to any officers, directors or employees of any party to the mergers, or any class of such persons relative to the BioCryst exchange ratio applicable to the holders of BioCryst common stock in the mergers or with respect to the fairness of any such compensation. J.P. Morgan expressed no opinion as to the price at which BioCryst common stock, Holdco common stock or Idera common stock will trade at any future time.

The terms of the merger agreement were determined through arm's length negotiations between BioCryst and Idera, and the decision to enter into the merger agreement was solely that of the BioCryst board. J.P. Morgan's opinion and financial analyses were only one of the many factors considered by the BioCryst board in its evaluation of the mergers and should not be viewed as determinative of the views of the BioCryst board or BioCryst management with respect to the mergers or the BioCryst exchange ratio.

In accordance with customary investment banking practice, J.P. Morgan employed generally accepted valuation methodology in rendering its opinion to the BioCryst board on January 21, 2018 and in the presentation delivered to the BioCryst board on such date in connection with the rendering of such opinion. The following is a summary of the material financial analyses utilized by J.P. Morgan in connection with rendering its opinion to the BioCryst board and does not purport to be a complete description of the analyses or data presented by J.P. Morgan. Some of the summaries of the financial analyses include information presented in tabular format. The tables are not intended to stand alone, and in order to more fully understand the financial analyses used by J.P. Morgan, the tables must be read together with the full text of each summary. Considering the data set forth below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of J.P. Morgan's analyses.

Table of Contents

Discounted Cash Flow Analysis

J.P. Morgan conducted a discounted cash flow analysis for the purpose of determining an implied fully diluted equity value per share for each of BioCryst common stock and Idera common stock. A discounted cash flow analysis is a method of evaluating an asset using estimates of the future unlevered free cash flows generated by the asset, and taking into consideration the time value of money with respect to those cash flows by calculating their present value. "*Unlevered free cash flows*" refers to a calculation of the future cash flows generated by an asset without including in such calculation any debt servicing costs. Specifically, unlevered free cash flow for this purpose represents tax-affected EBIT, less capital expenditures, plus depreciation, amortization and decreases in net working capital. "*Present value*" refers to the current value of the cash flows generated by the asset, and is obtained by discounting those cash flows back to the present using an appropriate discount rate. J.P. Morgan's discounted cash flow analysis treated stock based compensation as a cash expense.

In arriving at the implied fully diluted equity value per share of BioCryst common stock and Idera common stock, J.P. Morgan utilized the estimated unlevered free cash flows for calendar years 2018 through 2037 and 2018 through 2034, respectively, based upon the BioCryst Projections. At the direction of BioCryst management, terminal values were not factored into the discounted cash flow analysis of the BioCryst Projections, as the financial forecasts provided to J.P. Morgan covered the full expected lifetime of each company's forecasted cash flows. J.P. Morgan discounted the unlevered free cash flows and corporate assets and liabilities reflected in the BioCryst Projections to present values as of December 31, 2017 using a range of discount rates of 12.0% to 15.0%. This discount rate range was based upon J.P. Morgan's analysis of the weighted-average cost of capital of each of BioCryst and Idera. The implied equity values were divided by the number of fully diluted shares outstanding at the applicable company, which analyses indicated the following implied per share equity value range for BioCryst common stock and Idera common stock:

	Implied Per Share Equity Value	
	Low	High
BioCryst		
Discounted Cash Flow Analysis	$ 10.27	$ 13.37
Idera		
Discounted Cash Flow Analysis	$ 4.21	$ 5.52

The range of implied per share equity values for BioCryst was compared to BioCryst's closing price per share of $5.59 on January 19, 2018. The range of implied per share equity values for Idera was compared to Idera's closing price per share of $2.55 on January 19, 2018.

Relative Implied Exchange Ratio Analysis

J.P. Morgan compared the results for BioCryst to the results for Idera with respect to the discounted cash flow analyses described above.

J.P. Morgan compared the highest equity value per share for BioCryst to the lowest equity value per share for Idera to derive the lowest Idera exchange ratio implied by each pair of results. J.P. Morgan also compared the lowest equity value per share for BioCryst to the highest equity value per share for Idera to derive the highest Idera exchange ratio implied by each pair of results. The implied Idera exchange ratios resulting from this analysis, as adjusted for the 0.5000x BioCryst exchange ratio, were:

	Lowest Implied Idera Exchange Ratio	Highest Implied Idera Exchange Ratio
Discounted Cash Flow	0.1573x	0.2685x

The implied exchange ratios were compared to (i) the Idera exchange ratio under the merger agreement of 0.2000x and (ii) the Idera exchange ratio of 0.2281x implied by the closing prices of the shares of BioCryst common stock and the shares of Idera common stock on January 19, 2018 of $5.59 and $2.55, respectively.

Value Creation Analysis

J.P. Morgan conducted an analysis of the theoretical value creation to the existing holders of BioCryst common stock that compared the estimated implied equity value of BioCryst on a standalone basis based on the midpoint value determined in J.P. Morgan's discounted cash flow analysis described above to the estimated implied equity value of former BioCryst stockholders' ownership in the combined company, pro forma for the mergers.

J.P. Morgan calculated the pro forma implied equity value of BioCryst common stock by (1) adding the sum of the midpoint values determined in J.P. Morgan's discounted cash flow analysis described above for (a) the implied equity value of BioCryst on a standalone basis of approximately $1.236 billion, (b) the implied equity value of Idera on a standalone basis of approximately $1.197 billion and (c) the estimated present value of the Expected Synergies in the aggregate amount of approximately $155 million based on the midpoint discount rate of 13.5%, (2) subtracting the sum of estimated (a) loss of value due to limitations on tax deductible NOLs as estimated by the management of BioCryst of approximately $18 million and (b) transaction fees and expenses relating to the mergers of approximately $20.8 million as estimated by the management of BioCryst and (3) multiplying such result by the pro forma equity ownership of the combined company by the existing holders of BioCryst common stock. This analysis resulted in a pro forma implied equity value of BioCryst common stock of approximately $1.315 billion, compared to the standalone implied midpoint of the range derived from the discounted cash flow analysis described above of approximately $1.236 billion. There can be no assurance, however, that the Expected Synergies, loss of value due to limitations on NOLs, transaction-related expenses and other impacts referred to above will not be substantially greater or less than those estimated by management and described above.

Miscellaneous

The foregoing summary of certain material financial analyses does not purport to be a complete description of the analyses or data presented by J.P. Morgan. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. J.P. Morgan believes that the foregoing summary and its analyses must be considered as a whole and that selecting portions of the foregoing summary and these analyses, without considering all of its analyses as a whole, could create an incomplete view of the processes underlying the analyses and its opinion. As a result, the ranges of valuations resulting from any particular analysis or combination of analyses described above were merely utilized to create points of reference for analytical purposes and should not be taken to be the view of J.P. Morgan with respect to the actual value of BioCryst or Idera. The order of analyses described does not represent the relative importance or weight given to those analyses by J.P. Morgan. In arriving at its opinion, J.P. Morgan did not attribute any particular weight to any analyses or factors considered by it and did not form an opinion as to whether any individual analysis or factor (positive or negative), considered in isolation, supported or failed to support its opinion. Rather, J.P. Morgan considered the totality of the factors and analyses performed in determining its opinion.

Analyses based upon forecasts of future results are inherently uncertain, as they are subject to numerous factors or events beyond the control of the parties and their advisors. Accordingly, forecasts and analyses used or made by J.P. Morgan are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by those analyses. Moreover, J.P. Morgan's analyses are not and do not purport to be appraisals or otherwise reflective of the prices at which businesses actually could be acquired or sold.

As a part of its investment banking business, J.P. Morgan and its affiliates are continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, investments for passive and control purposes, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements, and valuations for corporate and other purposes. J.P. Morgan was selected to advise BioCryst with respect to the mergers on the basis of, among other things, such experience and its qualifications and reputation in connection with such matters and its familiarity with BioCryst, Idera and the industries in which they operate.

BioCryst has agreed to pay J.P. Morgan an estimated fee of approximately $7.0 million, $2.0 million of which became payable to J.P. Morgan for advisory services rendered up until the time J.P. Morgan delivered its opinion, and the remainder of which is contingent upon the consummation of the mergers. J.P. Morgan may also receive a fee from BioCryst in the event that BioCryst receives a break-up fee in connection with the termination, or abandonment of the mergers, or failure of the mergers to occur. In addition, BioCryst has agreed to reimburse J.P. Morgan for its expenses incurred in connection with its services, including the fees and disbursements of counsel, and will indemnify J.P. Morgan against certain liabilities arising out of J.P. Morgan's engagement.

During the two years preceding the date of J.P. Morgan's opinion dated January 21, 2018, J.P. Morgan and its affiliates have had commercial or investment banking relationships with BioCryst and Idera for which J.P. Morgan and such affiliates have received customary compensation. Such services during such period have included acting as sole bookrunner on BioCryst's offering of equity securities in March 2017 and joint lead bookrunner on BioCryst's offering of equity securities in September 2017, and acting as joint lead bookrunner on Idera's offerings of equity securities in October 2016 and October 2017. In addition, J.P. Morgan and its affiliates hold, on a proprietary basis, less than 1% of the outstanding common stock of each of BioCryst and Idera. During the two year period preceding delivery of its opinion, the aggregate fees received by J.P. Morgan from BioCryst were $5.1 million and from Idera were $2.3 million. In the ordinary course of its businesses, J.P. Morgan and its affiliates may actively trade the debt and equity securities or financial instruments (including derivatives, bank loans or other obligations) of BioCryst, Holdco or Idera for its own account or for the accounts of customers and, accordingly, J.P. Morgan may at any time hold long or short positions in such securities or other financial instruments.

Amended and Restated Certificate of Incorporation of Holdco

The Holdco charter will be in substantially the same form attached as Annex D to this joint proxy statement/prospectus. Please see the section entitled "Comparison of Rights of Idera Stockholders, BioCryst Stockholders and Holdco Stockholders" beginning on page 164 of this joint proxy statement/prospectus for a discussion of the Holdco charter.

Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers

In considering the recommendation of the Idera board that you vote to adopt the merger agreement, you should be aware that Idera's executive officers, directors and certain of their affiliates have interests in the mergers that may be different from, or in addition to, the interests of Idera's stockholders generally. The Idera board was aware of these potentially differing interests and considered them, among other matters, in reaching its decision to adopt the merger agreement and approve the mergers and to recommend that you vote in favor of adopting the merger agreement.

Table of Contents

Consideration for Idera Common Stock and BioCryst Common Stock at the Effective Time of the Mergers

At the effective time of the mergers, shares of Idera common stock and BioCryst common stock beneficially owned by the executive officers and directors of Idera and their respective affiliates will be converted into the right to receive the same merger consideration on the same terms and conditions as the other Idera stockholders and BioCryst stockholders.

Holdings of Baker Brothers as of January 21, 2018

As of January 21, 2018, Baker Brothers, which is affiliated with Julian Baker and Kelvin Neu on the Idera board, beneficially owned, in the aggregate, approximately 13,992,000 shares of BioCryst common stock, or approximately 14.3% of the outstanding BioCryst common stock, and a pecuniary interest in options to purchase 60,000 shares of BioCryst common stock. Each of Mr. Baker and his brother, Felix Baker, respectively owned options to purchase 23,500 shares of BioCryst common stock and Mr. Neu owned approximately 400 shares of BioCryst common stock.

As of January 21, 2018, Baker Brothers owned, in the aggregate, 18,196,409 shares of Idera common stock, 22,151,052 warrants to purchase Idera common stock with an exercise price of $0.01 per share of Idera common stock and 20,316,327 warrants to purchase Idera common stock with an exercise price of $0.47 per share of Idera common stock. In addition, Messrs. Baker and Neu collectively owned an aggregate of approximately 580,000 shares of Idera common stock and options to purchase Idera common stock.

Subsequent Changes to Holdings of Baker Brothers

On March 15, 2018, Baker Brothers exercised 20,316,327 warrants to purchase Idera common stock at an exercise price of $0.47 per share of Idera common stock, bringing the number of shares of Idera common stock owned by Baker Brothers to 38,512,736, excluding any shares of Idera common stock or options to purchase Idera common stock owned by Messrs. Baker and Neu. See the section entitled "Security Ownership of Certain Beneficial Owners of Idera" beginning on page 158 of this joint proxy statement/prospectus.

Idera Equity Awards

As of the effective time of the mergers, each Idera stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will be assumed by Holdco and converted into a Holdco stock option. In addition, each such stock option will vest in full, other than Idera stock options held by an individual who is a party to a Severance and Change of Control Agreement. Each converted Holdco stock option will be subject to the same terms and conditions (other than, in the case described above, vesting) as applied to the original Idera stock option immediately prior to the effective time of the mergers, except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the Idera stock option multiplied by the Idera exchange ratio, at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the Idera stock option divided by the Idera exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement.

In addition, the post-termination exercise period of each Holdco stock option will continue in the event of the holder's termination of employment within 24 months following the effective time of the mergers (other than for cause, or due to the holder's resignation without good reason or such other constructive termination), until the three-year anniversary of the employee's termination, but in no event past the Holdco stock option's term. However, if that treatment would cause the Holdco stock option to cease to qualify as an incentive stock option, then in the alternative the employee will be presented with a choice upon his or her termination of employment of whether to extend the

Table of Contents

post-termination option exercise period or not. For purposes of determining whether "cause" or "good reason" exist, or whether a "constructive termination" has occurred, each term will have the meaning assigned to it (or a term of similar effect) in the applicable plan, written award agreement or employment agreement between the employee and Idera.

Based upon Idera stock option holdings as of May 1, 2018, the number of Idera stock options held by Idera executive officers and non-employee directors and the stock options' treatment in the mergers is as follows:

	Idera Stock Options Vested and Converting		Idera Stock Options Accelerating and Converting	
Name	Number (#)	Value ($)[1]	Number (#)	Value ($)[1]
Executive Officers				
Vincent J. Milano	1,887,500	$ —	—	—
Louis J. Arcudi, III	1,363,706	$ 361,888	—	—
R. Clayton Fletcher	649,374	$ —	—	—
Jonathan Yingling, Ph.D.	150,000	$ 1,500	—	—
Joanna Horobin, M.B., Ch.B	395,311	$ —	—	—
Sudhir Agrawal, D. Phil.[2]	3,850,066	$ 622,315	387,735(3)	—
Mark J. Casey[4]	—	$ —	—	—
Non-Employee Directors				
Julian C. Baker	157,500	$ 2,450	67,500	$ 1,750
James A. Geraghty	621,252	$ 388,575	89,248	$ 2,625
Dr. Mark Goldberg	157,500	$ 2,450	67,500	$ 1,750
Dr. Maxine Gowen	72,917	$ 2,450	82,083	$ 1,750
Kelvin M. Neu	157,500	$ 2,450	67,500	$ 1,750
William S. Reardon, C.P.A.	217,500	$ 29,050	67,500	$ 1,750
Youssef El Zein[5]	285,000	$ 30,800	—	—

(1) Represents an approximation of the intrinsic value of the Holdco stock options attributable to the unvested and accelerating Idera stock options, which for each holder has been calculated as follows: the exercise price applicable to each vested or unvested, as applicable, in-the-money option held by such person, subtracted from $1.56, which was the closing price of Idera common stock on May 1, 2018, the latest practicable date before the filing of this joint proxy statement/prospectus, multiplied by the number of vested or unvested, as applicable, in-the-money options held by such person. Options with an exercise price that exceeds $1.56 have been assigned no value for purposes of this table.

(2) Effective May 31, 2017, Dr. Sudhir Agrawal resigned as the President of Research and as a member of the Idera board.

(3) Under the terms of the Separation Agreement and Release of Claims, dated April 18, 2017, Idera entered into with Dr. Agrawal in connection with his resignation, Dr. Agrawal's unvested stock options held by him as of the separation date will continue to become exercisable to the extent such options would have become exercisable had Dr. Agrawal continued to be an employee of Idera through October 19, 2019. Dr. Agrawal's remaining unexercised stock options to purchase 387,735 shares of Idera common stock that were previously unexercisable will become exercisable in connection with the mergers.

(4) Effective January 31, 2018, Mark J. Casey resigned as the Senior Vice President, General Counsel and Secretary of Idera.

(5) Effective October 24, 2017, Youssef El Zein resigned from the Idera board.

Severance and Change of Control Agreements

Idera has entered into a Severance and Change of Control Agreement with each of Messrs. Milano, Arcudi and Fletcher, and Drs. Horobin and Yingling.

The Severance and Change of Control Agreements provide that if Idera consummates a "change of control" (as defined in the Severance and Change of Control Agreements), which is defined to include the Idera merger, it will employ the executive for a period of 24 months from the date of the consummation of the change of control. Pursuant to the Severance and Change of Control Agreements, during such period:

- the executive's position and duties for Idera will be commensurate with the most significant of the duties and positions held by the executive during the 90 day period preceding the date of the consummation of the change of control;

- the executive's annual base salary will equal at least 12 times the highest monthly base salary paid to the executive during the 12 months prior to the date of the change of control;

- the executive will be entitled to an annual bonus equal to at least the greatest of (a) the average bonus paid to the executive in respect of the three years immediately preceding the year in which the change of control occurs, (b) the annual bonus paid for the year immediately preceding the year in which the change of control occurs and (c) 100% of the target bonus for (1) the year immediately preceding the year in which the change of control occurs, (2) the year in which the change of control occurs or (3) any year following the year in which the change of control occurs and prior to the then-current year, whichever is highest; and

- the executive will be entitled to certain other benefits as are consistent with the benefits paid to the executive during the one (1) year period immediately preceding the change of control.

The Severance and Change of Control Agreements also provide that if an executive is terminated without "cause" or resigns for "good reason" in either case, within 24 months following a change of control (which is defined to include the Idera merger), subject to the executive's timely execution and non-revocation of a general release of claims in a form provided by Idera and the executive's continued compliance with the invention, non-disclosure and non-competition agreement previously entered into in connection with the commencement of executive's employment, executives would receive a lump sum cash payment payable within 30 days after the date of termination equal to:

- executive's target bonus for the year of termination prorated for the portion of the year worked;

- 150% of the sum of (a) such executive's annual base salary for the year immediately preceding the year of termination and (b) the greatest of (1) the average bonus paid or earned and accrued, but unpaid to the executive in respect of the three years immediately preceding the year of termination, (2) the annual bonus paid for the year immediately preceding the year of termination and (3) the target bonus for the year of termination; and

- 150% of Idera's share of the annual premium for group medical and/or dental insurance coverage that was in place for the executive immediately prior to the date of termination.

In addition, all outstanding stock options held by the executive as of the date of termination will be automatically vested in full as of the date of termination, and the executive will have the ability to exercise any such options until the longer of (i) the period of time provided for in the applicable equity award agreement or plan, or (ii) the shorter of one year after the date of termination or the remaining term of the applicable equity award. However, as described above, under the terms of the merger agreement the post-termination exercise period of all outstanding stock options will continue in the event of the executive's termination of employment within 24 months following the effective time of the mergers (other than for cause or due to the executive's resignation without good reason), until the three-year anniversary of such executive's termination, but in no event past the remaining term of the applicable equity award.

If the executive is terminated without "cause" or resigns for "good reason," prior to the date of a change of control, such executive will be entitled to the following under the Severance and Change of Control Agreement, subject to the executive's timely execution and non-revocation of a general release of claims in a form provided by Idera and the executive's continued compliance with the invention, non-disclosure and non-competition agreement previously entered into in connection with the commencement of executive's employment:

- a lump sum cash payment payable within 30 days after the date of termination in an amount equal to the greater of (x) the average bonus paid or earned and accrued, but unpaid to the executive in respect of the three years immediately preceding the year of termination, and (y) the annual bonus paid for the year immediately preceding the year of termination prorated for the portion of the year worked;

- continued payment of the executive's base salary payable in accordance with Idera's standard payroll practices over the one-year period following termination; and

- if the executive elects to continue receiving group medical and/or dental insurance under COBRA (to the extent the executive previously participated in such group insurance plans immediately prior to the date of termination), payment by Idera of its share of the premium for such coverage that it pays for active and similarly-situated employees who receive the same type of coverage for the one-year period following termination.

The Severance and Change of Control Agreements expire on December 31, 2018, subject to successive one-year renewals on each anniversary thereof unless notice of termination has been provided by a party pursuant to the terms of the Severance and Change of Control Agreements.

Employee Benefits

The merger agreement requires Holdco to continue to provide certain compensation and benefits through December 31, 2018, as well as take certain actions in respect of employee benefits provided to Idera employees, including its executive officers. For a detailed description of these requirements, please see the section entitled "The Merger Agreement—Employee Benefits Matters" beginning on page 127 of this joint proxy statement/prospectus.

Indemnification and Insurance

Under the merger agreement, certain indemnification and insurance rights exist in favor of Idera's current and former directors and officers. Such indemnification and insurance rights are further described in the section entitled "The Merger Agreement—Other Covenants and Agreements" beginning on page 130 of this joint proxy statement/prospectus.

Idera Stockholder Advisory Vote On Merger-Related Compensation For Idera's Named Executive Officers Proposal

Golden Parachute Compensation

This section sets forth the information required by Item 402(t) of Regulation S-K regarding the compensation for each named executive officer of Idera that is based on or otherwise relates to the mergers. This compensation is referred to as "*golden parachute*" compensation by the applicable SEC disclosure rules, and in this section we use such term to describe the merger-related compensation that may become payable to Idera's named executive officers. The "golden parachute" compensation that may become payable to these individuals is subject to a non-binding advisory vote of Idera's stockholders, as described below in this section. To the extent any of Idera's named executive officers' compensation arrangements are described in "The Mergers—Interests of Idera Directors, Executive Officers and Certain of their Affiliates in the Mergers" beginning on page 99 of this joint proxy statement/prospectus, they are incorporated herein by reference.

Each named executive officer would receive approximately the amounts set forth in the table below. Please note that the amounts indicated below are estimates based on the material assumptions described in the notes to the table below, which may or may not actually occur. Some of these assumptions are based on information currently available and, as a result, the actual amounts, if any, that may become payable to a named executive officer may differ in material respects from the amounts set forth below. Furthermore, for purposes of calculating such amounts, Idera has assumed:

- a closing date of the mergers of May 1, 2018 (which, as required by SEC rules, is the latest practicable date prior to the filing of this joint proxy statement/prospectus);
- the employment of each of the named executive officers is terminated without "cause" or by the named executive officer for "good reason," in either case, on the date of the consummation of the mergers and executed and did not revoke a general release of claims in favor of Idera and complied with all applicable restrictive covenants; and
- the value of the accelerated vesting of any Idera equity award is calculated assuming a market price per share of Idera common stock equal to $1.96 (which equals the average closing price of a share of Idera common stock on the Nasdaq over the first five business days following January 22, 2018, the date of the first public announcement of entering into the merger agreement).

Golden Parachute Compensation

Name	Cash ($)(1)	Equity ($)(2)	Perquisites/Benefits ($)(3)	Total ($)
Vincent J. Milano	1,448,630	76,313	30,356	1,555,299
Sudhir Agrawal, D. Phil.(4)	—	—(5)	—	—
Louis J. Arcudi, III	825,658	47,060	22,368	895,086
R. Clayton Fletcher	892,603	47,060	30,356	970,019
Joanna Horobin, M.B., Ch.B	948,390	47,060	32,702	1,028,152
Jonathan Yingling, Ph.D.(6)	892,603	269,063	30,356	1,192,022

(1) Amounts in this column reflect cash severance that the named executive officer would be eligible to receive under the Change of Control Severance Agreements. Cash severance under the Severance and Change of Control Agreements would be payable to Messrs. Milano, Arcudi and Fletcher, and Drs. Horobin and Yingling upon a termination of the executive's employment by the executive for "good reason" or by Idera without "cause," in either case, within 24 months following a change of control (which is defined to include the Idera merger) (i.e., pursuant to a "double trigger" arrangement), subject to the executive's timely execution and non-revocation of a general release of claims in a form provided by Idera and the executive's continued compliance with the invention, non-disclosure and non-competition agreement previously entered into in connection with the commencement of executive's employment. In such an event, executives would receive a lump sum cash payment payable within 30 days after the date of termination equal to:

(i) the executive's target bonus for the year of termination prorated for the portion of the year worked ($98,630 for Mr. Milano, $48,658 for Mr. Arcudi, $52,603 for Mr. Fletcher, $55,890 for Dr. Horobin and $52,603 for Dr. Yingling); and

Table of Contents

(ii) 150% of the sum of (a) such executive's annual base salary for the year immediately preceding the year of termination and (b) the greatest of (1) the average bonus paid or earned and accrued, but unpaid to the executive in respect of the three years immediately preceding the year of termination, (2) the annual bonus paid for the year immediately preceding the year of termination and (3) the target bonus for the year of termination ($1,350,000 for Mr. Milano, $777,000 for Mr. Arcudi, $840,000 for Mr. Fletcher, $892,500 for Dr. Horobin and $840,000 for Dr. Yingling).

(2) Represents the value of the unvested Idera stock options held by the named executive officers that would accelerate upon a qualifying termination of employment in connection with the mergers based on the assumptions described above.

Under the Severance and Change of Control Agreements, upon a qualifying termination by Messrs. Milano, Arcudi and Fletcher, and Drs. Horobin and Yingling within 24 months following a change of control, all outstanding stock options held by the executive as of the date of termination will be automatically vested in full as of the date of termination, and the executive will have the ability to exercise any such options until the three-year anniversary of such executive's termination, but in no event past the remaining term of the applicable equity award.

(3) Under the Severance and Change of Control Agreements, upon a qualifying termination by Messrs. Milano, Arcudi and Fletcher, and Drs. Horobin and Yingling within 24 months following a change of control, the executive will be eligible to receive 150% of Idera's share of the annual premium for group medical and/or dental insurance coverage that was in place for the executive immediately prior to the date of termination, payable in a lump sum cash payment within 30 days after the date of termination.

The payments described in this column include an estimated value of the employer share of the premiums for Idera insurance plans as follows:

Name	Medical Insurance Premiums ($)	Dental Insurance Premiums ($)
Vincent J. Milano	28,160	2,196
Louis J. Arcudi, III	20,172	2,196
R. Clayton Fletcher	28,160	2,196
Joanna Horobin, M.B., Ch.B	30,506	2,196
Jonathan Yingling, Ph.D.	28,160	2,196

(4) Effective May 31, 2017, Dr. Sudhir Agrawal resigned as the President of Research and as a member of the board of directors of Idera. Pursuant to Dr. Agrawal's resignation, Dr. Agrawal is not eligible to receive any merger-related compensation that may become payable in connection with the mergers.

(5) Under the terms of the Separation Agreement and Release of Claims, dated April 18, 2017, Idera entered into with Dr. Agrawal in connection with his resignation, Dr. Agrawal's unvested stock options held by him as of the separation date will continue to become exercisable to the extent such options would have become exercisable had Dr. Agrawal continued to be an employee of Idera through October 19, 2019. Dr. Agrawal's remaining unexercised stock options to purchase 387,735 shares of Idera common stock that were previously unexercisable will become exercisable in connection with the mergers.

(6) Effective February 6, 2017, Dr. Yingling has served as our Senior Vice President, Early Development. Effective January 1, 2018, Dr. Yingling has served as our Chief Scientific Officer.

Table of Contents

The vote on the Idera merger-related compensation proposal is a vote separate and apart from the vote on the adoption of the merger agreement and the approval of the mergers. Accordingly, you may vote on the proposal to adopt the merger agreement and vote not to approve, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers, or vice versa. Because the vote to approve the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers is advisory only, it will not be binding on Idera. Accordingly, if the merger agreement is adopted and the mergers are approved and completed, the compensation payments that are contractually required to be paid by Idera to its named executive officers will or may be paid, subject only to the conditions applicable thereto, regardless of the outcome of the advisory (non-binding) vote of Idera stockholders.

Vote Required

Approval of, on a non-binding advisory basis, the compensation that may become payable to Idera's named executive officers that is based on or otherwise relates to the mergers requires the affirmative vote of the holders of a majority of the shares of Idera common stock present in person or represented by proxy at the Idera special meeting and voting on the proposal, although such vote will not be binding on Idera, the Idera board or any of its committees, or, following completion of the mergers, the combined company. Abstentions, failures to vote (i.e., not submitting a proxy and not voting in person) and broker non-votes will have no effect on the proposal, assuming a quorum is present.

Interests of BioCryst Directors and Executive Officers in the Mergers

In considering the recommendation of the BioCryst board that you vote to adopt the merger agreement, you should be aware that BioCryst's executive officers and directors have interests in the mergers that may be different from, or in addition to, the interests of BioCryst's stockholders generally. The BioCryst board was aware of these potentially differing interests and considered them, among other matters, in reaching its decision to adopt the merger agreement and approve the mergers and to recommend that you vote in favor of adopting the merger agreement.

Continued Service with the Combined Company

As of the effective time of the mergers, unless otherwise agreed by BioCryst and Idera in writing, the Holdco Board will comprise nine members, four of whom will be current Idera directors that the Idera board will designate (and each of whom must be reasonably acceptable to BioCryst) and four of whom will be current BioCryst directors that the BioCryst board will designate (and each of whom must be reasonably acceptable to Idera). The BioCryst board and the Idera board will jointly designate one other director, who must not be a current director, officer or affiliate of either board. BioCryst's designees are Mr. Stonehouse, current chief executive officer and director of BioCryst, Mr. Ingram, current chairman of the BioCryst board, who will serve as chairman of the Holdco board, Dr. Hutson, a director of BioCryst, and Mr. Lee, currently a director of BioCryst, assuming each of them remains eligible as of immediately prior to the effective time of the mergers. The Holdco directors' remuneration has not been fixed as of the date of this filing.

BioCryst Stock Options

As of the effective time of the mergers, each BioCryst stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will vest in full and be assumed by Holdco and converted into a Holdco stock option. Each converted Holdco stock option will be subject to the same terms and conditions (other than vesting) as applied to the original BioCryst stock option immediately prior to the effective time of the mergers,

Table of Contents

except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the BioCryst stock option multiplied by the BioCryst exchange ratio, at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the BioCryst stock option divided by the BioCryst exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement.

In addition, the post-termination exercise period of each Holdco stock option will continue in the event of the holder's termination of employment within 24 months following the effective time of the mergers (other than for cause, or due to the holder's resignation without good reason or such other constructive termination), until the three year anniversary of the employee's termination, but in no event past the Holdco stock option's term. However, if that treatment would cause the Holdco stock option to cease to qualify as an incentive stock option, then in the alternative the employee will be presented with a choice upon his or her termination of employment of whether to extend the post-termination option exercise period or not. For purposes of determining whether "cause" or "good reason" exist, or whether a "constructive termination" has occurred, each term will have the meaning assigned to it (or a term of similar effect) in the applicable plan, written award agreement or employment agreement between the employee and BioCryst. In the absence of those documents, the definitions set forth in the retention agreements described below will apply.

Based upon BioCryst stock option holdings as of May 1, 2018, the number of BioCryst stock options held by BioCryst executive officers and non-employee directors and the stock options' treatment in the mergers is as follows:

	BioCryst Stock Options Vested and Converting		BioCryst Stock Options Accelerating and Converting	
	Number (#)	Value ($)(1)	Number (#)	Value ($)(1)
Executive Officers				
Jon P. Stonehouse	1,373,535	$ 1,833,179	1,129,253	419,629
Thomas R. Staab II	376,997	$ 375,196	465,958	178,463
Yarlagadda S. Babu, Ph.D.	551,066	$ 562,807	450,208	161,138
William P. Sheridan	593,958	$ 411,751	592,038	497,745
Lynne M. Powell	273,642	$ 53,711	438,358	161,138
Alane Barnes	358,707	$ 307,840	331,452	113,300
Non-Employee Directors				
George B. Abercrombie	130,166	$ 145,571	2,501	—
Fred E. Cohen, M.D., D.Phil	108,332	$ 73,966	2,501	—
Stanley C. Erck	170,832	$ 182,599	2,501	—
Nancy Hutson, Ph.D.	125,832	$ 137,666	2,501	—
Robert A. Ingram	76,249	$ 49,800	2,501	—
Kenneth B. Lee, Jr.	117,499	$ 120,750	2,501	—
Sanj K. Patel	74,166	$ 49,800	2,501	—

(1) Represents an approximation of the intrinsic value of the Holdco stock options attributable to the unvested and accelerating BioCryst stock options, which for each holder has been calculated as follows: the exercise price applicable to each vested or unvested, as applicable, in-the-money option held by such person (rounded up or down to the nearest whole cent), subtracted from $4.88, which was the closing price of BioCryst Common Stock on May 1, 2018, the latest practicable date before the filing of this joint proxy statement/prospectus, multiplied by the number of vested or unvested, as applicable, in-the-money options held by such person. Options with an exercise price that exceeds $4.88 per share have been assigned no value for purposes of this table.

Table of Contents

BioCryst Restricted Stock Units

As of the effective time of the mergers, each BioCryst RSU that is outstanding immediately prior to the effective time of the mergers will be assumed by Holdco and will vest in full and be converted into a Holdco RSU. Each converted Holdco RSU will be subject to the same terms and conditions (other than vesting) as applied to the original BioCryst RSU immediately prior to the effective time of the mergers, except that it will be a restricted stock unit to acquire that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the BioCryst RSU multiplied by the BioCryst exchange ratio. For a detailed discussion of the treatment of BioCryst RSUs, see the section titled "The Merger Agreement—Treatment of BioCryst Stock Options and RSUs" beginning on page 129 of this joint proxy statement/prospectus.

Based upon BioCryst RSU holdings as of May 1, 2018, the number of BioCryst RSUs held by BioCryst executive officers and non-employee directors and the restricted stock units' treatment in the mergers is as follows:

	BioCryst RSUs Accelerating and Converting	
Name	**Number (#)**	**Value ($)**
Executive Officers		
Jon P. Stonehouse	7,100	$ 34,648
Thomas R. Staab II	2,225	$ 10,858
Yarlagadda S. Babu, Ph.D.	2,225	$ 10,858
William P. Sheridan	2,725	$ 13,298
Lynne M. Powell	—	—
Alane Barnes	1,200	$ 5,856
Non-Employee Directors		
George B. Abercrombie	—	—
Fred E. Cohen, M.D., D.Phil	—	—
Stanley C. Erck	—	—
Nancy Hutson, Ph.D.	—	—
Robert A. Ingram	—	—
Kenneth B. Lee, Jr.	—	—
Sanj K. Patel	—	—

BioCryst Retention Agreements

Prior to the mergers, BioCryst may enter into retention agreements (in a form substantially similar to that agreed upon by BioCryst and Idera) with up to 45 individuals providing for payments of up to $1.5 million in the aggregate. Some of the retention agreement participants may be BioCryst executive officers. None of the retention agreement participant list, the value of each retention award or the terms of the retention agreements have been established as of the date of this filing.

BioCryst Employment Agreements

Jon P. Stonehouse

Mr. Stonehouse entered into an employment agreement with BioCryst effective February 14, 2007. If BioCryst terminates Mr. Stonehouse's employment without "*Cause*" (as defined in "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers—Employment Agreement Definitions" beginning on page 111 of this joint proxy statement/prospectus), upon non-renewal of the term of his employment agreement by BioCryst, as a result of a "*Constructive Termination*" (as defined

Table of Contents

in "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers—Employment Agreement Definitions" beginning on page 111 of this joint proxy statement/prospectus), or by BioCryst as a result of "Disability" (as defined in the employment agreement), including following the mergers, he would be entitled to receive any accrued but unpaid or unused base salary and vacation and, subject to Mr. Stonehouse signing and not revoking a release of any and all claims against BioCryst and resigning from the BioCryst board (if applicable), he would also be entitled to receive severance equal to two times the sum of his annual base salary and target bonus, payable in equal installments over BioCryst's regularly scheduled payroll periods for the two years following the effective date of termination. If Mr. Stonehouse elected to continue health insurance coverage under COBRA, BioCryst would also pay the monthly premium under COBRA until the earlier of 12 months following the effective date of termination or the date upon which COBRA continuation coverage ceases. Mr. Stonehouse's employment agreement contains a one-year post-separation non-competition obligation. For a quantification of Mr. Stonehouse's potential severance, see "The Mergers—BioCryst Stockholder Advisory Vote on Merger-Related Compensation for BioCryst's Named Executive Officers Proposal—Golden Parachute Compensation" beginning on page 112 of this joint proxy statement/prospectus.

Thomas R. Staab II

Mr. Staab entered into an employment with BioCryst effective May 23, 2011. If BioCryst terminates Mr. Staab's employment without Cause at any time, including following the mergers, or Mr. Staab is Constructively Terminated within six months following the mergers, then he would be entitled to receive any accrued but unpaid or unused base salary and vacation and, subject to Mr. Staab signing and not revoking a release of any and all claims against BioCryst, he would also be entitled to receive continuation of base salary for one year beyond the effective termination date, payable in accordance with BioCryst's regular payroll practices; payment of his target bonus in effect for the fiscal year of termination, payable in equal installments over BioCryst's regularly scheduled payroll periods for the one year following the effective date of termination; and if he elects to continue health insurance coverage under COBRA following termination of employment, BioCryst would pay the monthly premium under COBRA until the earlier of 12 months following the effective termination date or the date upon which he commences employment with another entity. Mr. Staab's employment agreement contains a one-year non-compete provision applicable if he voluntarily terminates his employment. For a quantification of Mr. Staab's potential severance, see "The Mergers—BioCryst Stockholder Advisory Vote on Merger-Related Compensation for BioCryst's Named Executive Officers Proposal—Golden Parachute Compensation" beginning on page 112 of this joint proxy statement/prospectus.

Yarlagadda S. Babu, Ph.D.

Dr. Babu entered into an employment agreement with BioCryst effective April 27, 2012. If BioCryst terminates Dr. Babu's employment without Cause at any time, including following the mergers, or Dr. Babu is Constructively Terminated within six months following the mergers, then he would be entitled to receive any accrued but unpaid or unused base salary and vacation and, subject to Dr. Babu signing and not revoking a release of any and all claims against BioCryst, he would also be entitled to receive continuation of base salary for one year beyond the effective termination date, payable in accordance with BioCryst's regular payroll practices; and if he elects to continue health insurance coverage under COBRA following termination of employment, BioCryst would pay the monthly premium under COBRA until the earlier of 12 months following the effective termination date or the date upon which he commences employment with another entity. Dr. Babu's employment agreement contains a one-year non-compete provision applicable if he voluntarily terminates his employment. For a quantification of Dr. Babu's potential severance, see "The Mergers—BioCryst Stockholder Advisory Vote on Merger-Related Compensation for BioCryst's Named Executive Officers

Proposal—Golden Parachute Compensation" beginning on page 112 of this joint proxy statement/prospectus.

William P. Sheridan

Dr. Sheridan entered into an employment agreement with BioCryst effective June 12, 2008. If BioCryst terminates Dr. Sheridan's employment without Cause at any time, including following the mergers, or Dr. Sheridan is Constructively Terminated within six months following the mergers, then he would be entitled to receive any accrued but unpaid or unused base salary and vacation and, subject to Dr. Sheridan signing and not revoking a release of any and all claims against BioCryst, he would also be entitled to receive continuation of base salary for one year beyond the effective termination date, payable in accordance with BioCryst's regular payroll practices; relocation assistance to his California residence; and if he elects to continue health insurance coverage under COBRA following termination of employment, BioCryst would pay the monthly premium under COBRA until the earlier of 12 months following the effective termination date or the date upon which he commences employment with another entity. Dr. Sheridan's employment agreement contains a one-year non-compete provision applicable if he voluntarily terminates his employment. For a quantification of Dr. Sheridan's potential severance, see "The Mergers—BioCryst Stockholder Advisory Vote on Merger-Related Compensation for BioCryst's Named Executive Officers Proposal—Golden Parachute Compensation" beginning on page 112 of this joint proxy statement/prospectus.

Lynne M. Powell

Ms. Powell entered into an employment agreement with BioCryst effective December 30, 2014. If BioCryst terminates Ms. Powell's employment without Cause at any time, including following the mergers, or Ms. Powell is Constructively Terminated within six months following the mergers, then she would be entitled to receive any accrued but unpaid or unused base salary and vacation and, subject to Ms. Powell signing and not revoking a release of any and all claims against BioCryst, she would also be entitled to receive continuation of base salary for one year beyond the effective termination date, payable in accordance with BioCryst's regular payroll practices; payment of her target bonus in effect for the fiscal year of termination, payable in equal installments over BioCryst's regularly scheduled payroll periods for the one year following the effective date of termination; and if she elects to continue health insurance coverage under COBRA following termination of employment, BioCryst would pay the monthly premium under COBRA until the earlier of 12 months following the effective termination date or the date upon which she commences employment with another entity. Ms. Powell's employment agreement contains a one-year non-compete provision applicable if she voluntarily terminates her employment. For a quantification of Ms. Powell's potential severance, see "The Mergers—BioCryst Stockholder Advisory Vote on Merger-Related Compensation for BioCryst's Named Executive Officers Proposal—Golden Parachute Compensation" beginning on page 112 of this joint proxy statement/prospectus.

Alane Barnes

Ms. Barnes entered into an employment agreement with BioCryst effective August 8, 2013. If BioCryst terminates Ms. Barnes's employment without Cause at any time, including following the mergers, or Ms. Barnes is Constructively Terminated within six months following the mergers, then she would be entitled to receive any accrued but unpaid or unused base salary and vacation and, subject to Ms. Barnes signing and not revoking a release of any and all claims against BioCryst, she would also be entitled to receive continuation of base salary for one year beyond the effective termination date, payable in accordance with BioCryst's regular payroll practices; and if she elects to continue health insurance coverage under COBRA following termination of employment, BioCryst would pay the

Table of Contents

monthly premium under COBRA until the earlier of 12 months following the effective termination date or the date upon which she commences employment with another entity.

Employment Agreement Definitions

For purposes of Mr. Stonehouse's employment agreement, the following definitions apply:

- "*Cause*" means a determination by the BioCryst board that Mr. Stonehouse's employment be terminated for any of the following reasons: (i) a violation of a federal or state law or regulation that materially and adversely impacts BioCryst's business; (ii) conviction or plea of no contest to a felony under the laws of the United States or any state; (iii) a breach of the terms of any confidentiality, invention assignment or proprietary information agreement with BioCryst or with a former employer that materially and adversely impacts BioCryst; (iv) fraud or misappropriation of property belonging to BioCryst or its affiliates; or (v) willful misconduct or gross negligence in connection with the performance of Mr. Stonehouse's duties; provided, however, that no act or failure to act on the part of Mr. Stonehouse could be considered "willful" unless it is done, or omitted to be done, by him in bad faith or without reasonable belief that his action or omission was in the best interests of BioCryst.

- "*Constructive Termination*" means a resignation of employment within 30 days of the occurrence of any of: (i) a reduction in Mr. Stonehouse's responsibilities or any change in Mr. Stonehouse's status or title with regard to his employment; (ii) a reduction in Mr. Stonehouse's base salary, unless such reduction occurs prior to the mergers and is made in connection with a fiscal downturn of BioCryst pursuant to which the base salaries of all executive officers of BioCryst are reduced by a comparable percentage; or (iii) a relocation of Mr. Stonehouse's principal office to a location more than 50 miles from the location of his then-current principal office.

For purposes of the other executives' employment agreements, the following definitions apply:

- "*Cause*" means a determination by the BioCryst board that the employee's employment be terminated for any of the following reasons: (i) failure or refusal to comply in any material respect with lawful policies, standards or regulations of BioCryst; (ii) a violation of a federal or state law or regulation applicable to the business of BioCryst; (iii) conviction or plea of no contest to a felony under the laws of the United States or any State; (iv) fraud or misappropriation of property belonging to BioCryst or its affiliates; (v) a breach in any material respect of the terms of any confidentiality, invention assignment or proprietary information agreement with BioCryst or with a former employer; (vi) failure to satisfactorily perform the employee's duties after having received written notice of such failure and at least 30 days to cure such failure; or (vii) misconduct or gross negligence in connection with the performance of the employee's duties.

- "*Constructive Termination*" means a resignation of employment within 30 days of the occurrence of any of the following events which occurs within six months following the mergers: (i) a material reduction in the employee's responsibilities; (ii) a material reduction in the employee's base salary, unless such reduction is comparable in percentage to, and is part of, a reduction in the base salary of all executive officers of BioCryst; or (iii) a relocation of the employee's principal office to a location more than 50 miles from the location of his or her principal office immediately preceding the mergers.

Assuming that the employment of each executive officer were terminated without Cause upon the completion of the mergers, each executive officer would receive approximately the cash severance amounts set forth in the table below, excluding payments associated with equity awards (described

Table of Contents

above). The amounts reported below are estimates based on multiple assumptions that may or may not actually occur, including assumptions described in this joint proxy statement/prospectus.

Name	Salary Component of Severance ($)[(1)]	Bonus Component of Severance ($)[(2)]	COBRA Component of Severance ($)	Total Severance ($)
Executive Officers				
Jon P. Stonehouse	$ 1,100,000	$ 605,000	$ 30,936	$ 1,735,936
Thomas R. Staab II	$ 449,203	$ 179,681	$ 30,936	$ 659,820
Yarlagadda S. Babu, Ph.D.	$ 420,000	—	$ 30,936	$ 450,936
William P. Sheridan	$ 485,574	—	$ 21,184	$ 506,758
Lynne M. Powell	$ 382,454	$ 152,982	$ 30,936	$ 566,372
Alane Barnes	$ 378,423	—	$ 30,936	$ 409,359

(1) Represents two times base salary for Mr. Stonehouse and one times base salary for the other executive officers.

(2) Represents 55% of base salary for Mr. Stonehouse and 40% of base salary for Mr. Staab and Ms. Powell. For Mr. Stonehouse, a severance multiple of 2 is applied.

Employee Benefits

The merger agreement requires Holdco to continue to provide certain compensation and benefits through December 31, 2018, as well as take certain actions in respect of employee benefits provided to BioCryst employees, including its executive officers. For a detailed description of these requirements, please see the section entitled "The Merger Agreement—Employee Benefits Matters" beginning on page 127 of this joint proxy statement/prospectus.

Indemnification and Insurance

Under the merger agreement, certain indemnification and insurance rights exist in favor of BioCryst's current and former directors and officers. Such indemnification and insurance rights are further described in the section entitled "The Merger Agreement—Other Covenants and Agreements" beginning on page 130 of this joint proxy statement/prospectus.

BioCryst Stockholder Advisory Vote On Merger-Related Compensation For BioCryst's Named Executive Officers Proposal

Golden Parachute Compensation

This section sets forth the information required by Item 402(t) of Regulation S-K regarding the compensation for each named executive officer of BioCryst that is based on or otherwise relates to the mergers. This compensation is referred to as "*golden parachute*" compensation by the applicable SEC disclosure rules, and in this section we use such term to describe the merger-related compensation that may become payable to BioCryst's named executive officers. The "golden parachute" compensation that may become payable to these individuals is subject to a non-binding advisory vote of BioCryst's stockholders, as described below in this section. To the extent any of BioCryst's named executive officers' compensation arrangements are described in "The Mergers—Interests of BioCryst's Directors and Officers in the Mergers" beginning on page 106 of this joint proxy statement/prospectus, they are incorporated herein by reference.

Each named executive officer would receive approximately the amounts set forth in the table below. Please note that the amounts indicated below are estimates based on the material assumptions described in the notes to the table below, which may or may not actually occur. Some of these assumptions are based on information currently available and, as a result, the actual amounts, if any, that may become payable to a named executive officer may differ in material respects from the amounts set forth below. Furthermore, for purposes of calculating such amounts, BioCryst has assumed:

- a closing date of the mergers of May 1, 2018 (which, as required by SEC rules, is the latest practicable date prior to the filing of this joint proxy statement/prospectus);
- the employment of each of the named executive officers is terminated without "cause" on the date of the consummation of the mergers and executed and did not revoke a general release of claims in favor of BioCryst and complied with all applicable restrictive covenants; and
- the value of the accelerated vesting of any BioCryst equity award is calculated assuming a market price per share of BioCryst common stock equal to $4.84 (which equals the average closing price of a share of BioCryst common stock on the Nasdaq over the first five business days following January 22, 2018, the date of the first public announcement of entering into the merger agreement).

Golden Parachute Compensation

Name	Cash ($)(1)	Equity ($)(2)	Perquisites/Benefits ($)(3)	Total ($)
Jon P. Stonehouse	$ 1,705,000	$ 443,881	$ 30,936	$ 2,179,817
Thomas R. Staab II	$ 628,884	$ 184,720	$ 30,936	$ 844,540
Yarlagadda S. Babu, Ph.D.	$ 420,000	$ 168,025	$ 30,936	$ 618,961
William P. Sheridan	$ 485,574	$ 502,300	$ 21,184	$ 1,009,058
Lynne M. Powell	$ 535,436	$ 157,256	$ 30,936	$ 723,628

(1) Payable under the terms of the executives' employment agreements, as further described under "The Mergers—Interests of BioCryst Directors and Executive Officers in the Mergers—BioCryst Employment Agreements" beginning on page 108 of this joint proxy statement/prospectus, summarized as follows:

Name	Salary Component of Severance ($)	Bonus Component of Severance ($)	Cash Severance ($)
Jon P. Stonehouse	$ 1,100,000	$ 605,000	$ 1,705,000
Thomas R. Staab II	$ 449,203	$ 179,681	$ 628,884
Yarlagadda S. Babu, Ph.D.	$ 420,000	—	$ 420,000
William P. Sheridan	$ 485,574	—	$ 485,574
Lynne M. Powell	$ 382,454	$ 152,982	$ 535,436

(2) Represents the value of the unvested BioCryst stock options and BioCryst restricted stock units held by the named executive officers that would accelerate upon the consummation of the mergers based on the assumptions described above, as summarized in the table below. The values in this column constitute "single-trigger" payments (i.e., the equity acceleration is triggered upon consummation of the mergers).

Name	Unvested Options (#)	Unvested Options ($)	Unvested RSUs (#)	Unvested RSUs ($)	Equity Acceleration ($)
Jon P. Stonehouse	1,129,253	$ 409,517	7,100	$ 34,364	$ 443,881
Thomas R. Staab II	465,958	$ 173,951	2,225	$ 10,769	$ 184,720
Yarlagadda S. Babu, Ph.D.	450,208	$ 157,256	2,225	$ 10,769	$ 168,025
William P. Sheridan	592,038	$ 489,111	2,725	$ 13,189	$ 502,300
Lynne M. Powell	438,358	$ 157,256	—	—	$ 157,256

(3) Represents, in each case, 12 months of COBRA continuation.

The vote on the BioCryst merger-related compensation proposal is a vote separate and apart from the vote on the adoption of the merger agreement and the approval of the mergers. Accordingly, you may vote on the proposal to adopt the merger agreement and vote not to approve, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers, or vice versa. Because the vote to approve the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers is advisory only, it will not be binding on BioCryst. Accordingly, if the merger agreement is adopted and the mergers are approved and completed, the compensation payments that are contractually required to be paid by BioCryst to its named executive officers will or may be paid, subject only to the conditions applicable thereto, regardless of the outcome of the advisory (non-binding) vote of BioCryst stockholders.

Vote Required

Approval of, on a non-binding advisory basis, the compensation that may become payable to BioCryst's named executive officers that is based on or otherwise relates to the mergers requires the affirmative vote of the holders of a majority of the shares of BioCryst common stock present, in person or represented by proxy, at the BioCryst special meeting and voting on the proposal, although such vote will not be binding on BioCryst, the BioCryst board or any of its committees, or, following completion of the mergers, the combined company, assuming a quorum is present. Abstentions, failures to vote (i.e., not submitting a proxy and not voting in person) and broker non-votes will have no effect on the proposal, assuming a quorum is present.

Holdco Board, Management and Certain Governance Matters Following the Mergers

Immediately following the effective time of the mergers, the board of the combined company will consist of nine members, including: Vincent J. Milano, a director and the current chief executive officer of Idera, James A. Geraghty, the current chairman of the Idera board, Maxine Gowen, Ph.D., a director of Idera, Mark Goldberg, M.D., a director of Idera, Jon P. Stonehouse, a director and the current chief executive officer of BioCryst, Robert A. Ingram, the current chairman of the BioCryst board, Nancy Hutson, Ph.D., a director of BioCryst, Kenneth B. Lee, Jr., a director of BioCryst, and one person to be mutually agreed to by the Idera board and the BioCryst board who shall not be a director, officer or affiliate of either Idera or BioCryst. All directors, other than Messrs. Milano and Stonehouse, will qualify as ``independent directors" under the Nasdaq rules.

Upon completion of the mergers, Mr. Ingram will serve as the chairman of the board of the combined company, and Mr. Milano will serve as the chief executive officer of the combined company.

The corporate headquarters for the combined company and its subsidiaries will be located in Exton, Pennsylvania, and the primary location for research and development for the combined company and its subsidiaries will be located in Birmingham, Alabama.

Regulatory Clearances Required for the Mergers

Under the HSR Act, BioCryst and Idera must file notifications with the FTC and the Antitrust Division and observe a mandatory pre-merger waiting period before completing the mergers. On February 2, 2018, each of BioCryst and Idera filed its notification under the HSR Act. BioCryst and Idera are committed to working cooperatively with the staff of the reviewing authority as it conducts its review of the mergers. On February 15, 2018, the FTC notified Idera and BioCryst that their request for early termination of the applicable waiting period was granted.

BioCryst and Idera cannot assure you that the FTC, the Antitrust Division or private parties will not initiate actions to challenge the mergers before or after they are completed. Any such challenge to the mergers could result in a court order enjoining the mergers or in restrictions or conditions that would have a material adverse effect on the combined company if the mergers are completed. Such restrictions and conditions could include requiring the divestiture or spin-off of assets or businesses. Under the terms of the merger agreement, each of BioCryst and Idera are required to take any and all steps necessary to obtain approval from any antitrust or competition governmental entity in order to complete the mergers, but neither BioCryst nor Idera is required to agree to any sale, transfer, license, separate holding, divestiture or other disposition of, or to any prohibition of or any limitation on the acquisition, ownership, operation, effective control or exercise of full rights of ownership, or other modification of rights in respect of any material business, product line or asset, or otherwise modify any material business practice or contractual relationship. No additional stockholder approval is expected to be required or sought for any decision by BioCryst or Idera to agree to any terms and conditions necessary to resolve any regulatory objections to the mergers.

Listing of Holdco Common Stock

It is a condition to the completion of the mergers that the shares of Holdco common stock to be issued to Idera stockholders or BioCryst stockholders pursuant to the mergers be authorized for listing, and Idera and BioCryst have agreed to use their reasonable best efforts to cause such shares to be listed, on the Nasdaq, subject to official notice of issuance.

De-Listing and Deregistration of Idera Stock

Upon completion of the mergers, the Idera common stock currently listed on the Nasdaq will cease to be listed on the Nasdaq and will subsequently be deregistered under the Exchange Act.

De-Listing and Deregistration of BioCryst Stock

Upon completion of the mergers, the BioCryst common stock currently listed on the Nasdaq will cease to be listed on the Nasdaq and will subsequently be deregistered under the Exchange Act.

No Appraisal Rights

Under the DGCL, holders of Idera common stock and BioCryst common stock are not entitled to appraisal rights in connection with the mergers. See the section entitled "No Appraisal Rights" beginning on page 169 of this joint proxy statement/prospectus.

Litigation Related to the Mergers

Three putative class action complaints have been filed in connection with the proposed transaction announced on January 22, 2018. On March 6, 2018 plaintiff Melvin Klein filed a lawsuit captioned *Klein v. BioCryst Pharmaceuticals, Inc., et al.,* No. 1:18-cv-00358, against BioCryst along with members of the BioCryst board, Idera, Holdco, Merger Sub A and Merger Sub B in United States District Court for the District of Delaware. On March 14, 2018, plaintiff Lisa Raatz filed a lawsuit captioned *Raatz v. Idera Pharmaceuticals, Inc., et al.,* No. 1:18-cv-10485, against Idera, along with members of the Idera board, BioCryst, Holdco, Merger Sub A and Merger Sub B in United States District Court for the District of Massachusetts. Both lawsuits allege violations of Sections 14(a) and 20(a) of the Securities Exchange Act of 1934, and SEC Rule 14a-9, for alleged material misstatements or omissions in connection with the proposed transaction. On March 22, 2018, plaintiff Ricky Cohen filed a lawsuit captioned *Cohen v. Idera Pharmaceuticals, Inc., et al.*, No. 1:18-cv-00428, against Idera, along with the members of the Idera board in United States District Court for the District of Delaware. All three complaints include demands for, among other things, an injunction preventing defendants from closing the proposed transaction absent certain disclosures of information identified in the complaints. BioCryst and Idera believe these complaints are without merit and intend to vigorously defend themselves.

THE MERGER AGREEMENT

The following section summarizes material provisions of the merger agreement, which is attached as Annex A to this joint proxy statement/prospectus and is incorporated herein by reference in its entirety. The rights and obligations of Idera and BioCryst are governed by the express terms and conditions of the merger agreement and not by this summary or any other information contained in this joint proxy statement/prospectus. Idera stockholders and BioCryst stockholders are urged to read the merger agreement carefully and in its entirety as well as this joint proxy statement/prospectus before making any decisions regarding the mergers, including the adoption of the merger agreement, the issuance of shares of Holdco common stock to Idera stockholders and BioCryst stockholders pursuant to the mergers or the adoption of the Holdco charter, as applicable.

The merger agreement is attached as Annex A to this joint proxy statement/prospectus to provide you with information regarding its terms and is not intended to provide any factual information about Idera or BioCryst. The merger agreement contains representations and warranties by each of the parties to the merger agreement. These representations and warranties have been made solely for the benefit of the parties to the merger agreement and:

- may not be intended as statements of fact, but rather as a way of allocating the risk between the parties in the event the statements therein prove to be inaccurate;
- have been qualified by certain disclosures that were made between the parties in connection with the negotiation of the merger agreement, which disclosures are not reflected in the merger agreement itself; and
- may apply standards of materiality in a way that is different from what may be viewed as material by you or other investors.

Accordingly, the representations and warranties and other provisions of the merger agreement should not be read alone, but instead should be read together with the information provided elsewhere in this joint proxy statement/prospectus and in the documents incorporated by reference into this joint proxy statement/prospectus. See "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus.

This summary is qualified in its entirety by reference to the merger agreement.

Terms of the Mergers; Merger Consideration

The merger agreement provides that, on the terms and subject to the conditions set forth in the merger agreement and in accordance with the DGCL, at the effective time of the mergers, Merger Sub A, a Delaware corporation and wholly owned subsidiary of Holdco, will merge with and into Idera, and Merger Sub B, a Delaware corporation and wholly owned subsidiary of Holdco, will merge with and into BioCryst. Idera and BioCryst will be the surviving corporations in the mergers and each will become a wholly owned subsidiary of Holdco. At the effective time of the mergers, each issued and outstanding share of Idera common stock (other than shares owned by Idera, BioCryst, Holdco, Merger Sub A, or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive 0.20 shares of Holdco common stock, with cash paid in lieu of fractional shares. At the effective time of the mergers, each issued and outstanding share of Idera preferred stock (other than shares owned by Idera, BioCryst, Holdco, Merger Sub A, or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive an amount of shares of Holdco common stock equal to (i) $1.00 divided by the 20-trading-day average trading price of Idera common stock, ending with the trading day prior to the third day prior to the closing date, multiplied by (ii) 0.20, with cash paid in lieu of fractional shares. At the effective time of the mergers, each issued and outstanding share of BioCryst common stock (other than shares owned by Idera, BioCryst, Holdco, Merger Sub A, or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by BioCryst as treasury shares, which will cease to remain outstanding and will be canceled and retired and cease to exist) will be converted into the right to receive 0.50 shares of Holdco common stock, with cash paid in lieu of fractional shares. The Idera exchange ratio and BioCryst exchange ratio are fixed and will not be adjusted to reflect stock price changes prior to the closing of the mergers.

Holdco will not issue fractional shares of Holdco common stock pursuant to the merger agreement. Instead, each holder of Idera common stock, Idera preferred stock or BioCryst common stock who otherwise would have been entitled to receive a fraction of a share of Holdco common stock will be entitled to receive a cash payment in lieu thereof representing that stockholder's proportionate interest, if any, in the proceeds from the sale by the exchange agent of Holdco common stock equal to the excess of (i) the aggregate number of shares of Holdco common stock to be delivered by Holdco in the mergers over (ii) the aggregate number of whole shares of Holdco common stock to be distributed to the holders of Idera common stock, Idera preferred stock or BioCryst common stock in the mergers (such excess, the "*excess shares*"). The sale of the excess shares by the exchange agent will be executed on the Nasdaq and will be executed in round lots to the extent practicable. Until the proceeds of such sale or sales have been distributed to the holders of Idera common stock, Idera preferred stock and BioCryst common stock, the exchange agent will hold such proceeds in trust for the holders of Idera common stock, Idera preferred stock and BioCryst common stock that would otherwise receive fractional shares of Holdco common stock (the "*common shares trust*"). The portion of the common shares trust to which each holder of Idera common stock, Idera preferred stock and BioCryst common stock will be entitled, if any, will be determined by multiplying the amount of the aggregate proceeds comprising the common shares trust by a fraction, the numerator of which is the amount of the fractional share interest to which such holder of Idera common stock, Idera preferred stock and BioCryst common stock would otherwise be entitled and the denominator of which is the aggregate amount of fractional share interests to which all holders of Idera common stock, Idera preferred stock and BioCryst common stock would otherwise be entitled.

If, from the date of the merger agreement until the effective time, the number of issued and outstanding shares of Holdco common stock, BioCryst common stock, Idera common stock or Idera preferred stock changes into a different number of shares or a different class by reason of any reclassification, stock split (including a reverse stock split), recapitalization, split-up, combination, exchange of shares, readjustment or other similar transaction, or a stock dividend or stock distribution is declared with a record date within the period between the date of the merger agreement and the effective time of the mergers, then the exchange ratios will be equitably adjusted to provide the holders of Idera common stock, Idera preferred stock and BioCryst common stock the same economic effect as contemplated by the merger agreement prior to such event.

Completion of the Mergers

Unless the parties agree otherwise, the closing of the mergers will take place within three business days after all conditions to the completion of the mergers have been satisfied or waived. The mergers will be effective when the parties file the certificates of merger with the Secretary of State of the State of Delaware in accordance with the DGCL, or at such later time as the parties agree and specify in the certificates of merger. The Holdco charter will be filed with the certificates of merger and will become effective at the same time as the mergers.

Exchange of Shares in the Mergers

Prior to the dissemination of this joint proxy statement/prospectus, BioCryst and Idera will have appointed an exchange agent to handle the exchange of shares of BioCryst common stock, Idera common stock and Idera preferred stock for shares of Holdco common stock in the mergers. At the effective time of the mergers, shares of BioCryst common stock, Idera common stock and Idera preferred stock will be converted into the right to receive shares of Holdco common stock without the need for any action by the holders of BioCryst common stock, Idera common stock or Idera preferred stock.

As promptly as practicable (but in no event later than three business days) after the effective time of the mergers, Holdco will cause the exchange agent to mail a letter of transmittal to each holder of record of BioCryst common stock, Idera common stock and Idera preferred stock (as of immediately prior to the effective time of the mergers) specifying, among other things, that delivery will be effected, and risk of loss and title to any certificates representing BioCryst common stock, Idera common stock or Idera preferred stock, as applicable, will pass, only upon delivery of such certificates to the exchange agent. The letter will also include instructions explaining the procedure for surrendering shares of BioCryst common stock, Idera common stock or Idera preferred stock held in book-entry form in exchange for shares of Holdco common stock.

After the effective time of the mergers, shares of BioCryst common stock, Idera common stock and Idera preferred stock will no longer be outstanding, will be automatically canceled and will cease to exist and each certificate, if any, that previously represented shares of BioCryst common stock, Idera common stock or Idera preferred stock will represent only the right to receive the merger consideration as described above, any cash in lieu of fractional shares of Holdco common stock and any dividends or other distributions to which the holders of shares of Holdco common stock are entitled with a record date after the effective time of the mergers. With respect to such shares of Holdco common stock deliverable upon the surrender of BioCryst common stock, Idera common stock and Idera preferred stock, until holders of such BioCryst common stock, Idera common stock and Idera preferred stock have surrendered such BioCryst common stock, Idera common stock or Idera preferred stock, as applicable, to the exchange agent for exchange, those holders will not receive dividends or other distributions with respect to such shares of Holdco common stock with a record date after the effective time of the mergers.

Representations and Warranties

The merger agreement contains reciprocal representations and warranties. Each of BioCryst and Idera has made representations and warranties regarding, among other things:

- corporate organization, standing and corporate power;
- capital structure;
- ownership of subsidiaries (or, in the case of Idera, absence of any such ownership);
- authority with respect to the execution and delivery of the merger agreement and the due and valid execution and delivery and enforceability of the merger agreement;
- absence of conflicts with, or violations of, organizational documents, applicable law and other contracts;
- required regulatory filings and consents and approvals of governmental entities;
- certain SEC filings and the financial statements contained in those filings;
- controls and procedures for required disclosures of financial and non-financial information in certain reports filed with the SEC;
- absence of undisclosed liabilities (other than certain specified exceptions);

- absence of joint ventures, off-balance sheet partnerships or other similar contracts intended to avoid disclosure of material liabilities;
- absence of certain changes and events from October 1, 2017 through the date of execution of the merger agreement;
- accuracy of information supplied or to be supplied for use in this joint proxy statement/prospectus;
- absence of certain legal proceedings;
- compliance with applicable laws, including the Foreign Corrupt Practices Act and other anti-corruption laws;
- possession of, and compliance with, applicable permits;
- benefits matters and ERISA compliance;
- collective bargaining agreements and other employee and labor matters;
- environmental matters;
- real property;
- tax matters;
- material contracts and the absence of breaches of material contracts;
- intellectual property;
- compliance with applicable health care laws and permits;
- brokerage or other finders' fees that may be payable in connection with the mergers;
- opinions from financial advisors;
- inapplicability of takeover statutes to the mergers; and
- insurance.

The merger agreement also contains certain representations and warranties of BioCryst with respect to the lack of prior business activities and capitalization of Holdco, Merger Sub A and Merger Sub B and each entity's authority with respect to the execution and delivery of the merger agreement.

Many of the representations and warranties in the merger agreement are qualified by a "*materiality*" or "*material adverse effect*" standard (that is, they will not be deemed to be untrue or incorrect unless their failure to be true or correct, individually or in the aggregate, would, as the case may be, be material or have a material adverse effect). Under the merger agreement, a "*material adverse effect*" means, with respect to a party, any change, event, development, condition, occurrence or effect that is, or would reasonably be expected to be, materially adverse to the business, condition (financial or otherwise), assets, liabilities or results of operations of such party and its subsidiaries, taken as a whole, except that none of the following will be deemed in themselves, either alone or in combination, to constitute, and none of the following will be taken into account in determining whether there has been or will be, a material adverse effect:

- any changes resulting from general market, economic, financial, capital markets or political or regulatory conditions;
- any change of law or GAAP;
- any changes resulting from any act of terrorism, war, national or international calamity, or any worsening thereof;

- any changes generally affecting the industries in which the applicable company and its subsidiaries conduct their businesses;

- any changes resulting from the execution of the merger agreement or the announcement or pendency of the mergers, including any loss of employees or any disruption in or termination of (or loss of or other negative effect or change with respect to) supplier, distributor or similar business relationships or partnerships resulting from the transactions under the merger agreement;

- changes in the applicable company's stock price or the trading volume of the applicable company's stock or any change in the credit rating of the applicable company (but not, in each case, the underlying cause of any such changes, unless such underlying cause would otherwise be excepted from the definition of material adverse effect);

- any changes or effects resulting from any action required to be taken by the terms of the merger agreement;

- the failure to meet internal or analysts' expectations, projections or results of operations (but not, in each case, the underlying cause of any such changes, unless such underlying cause would otherwise be excepted from the definition of material adverse effect); or

- any legal proceeding arising from or relating to the mergers.

Any changes of the sort referred to in the first four bullets above may be taken into account in determining whether there has been a material adverse effect if, and only to the extent, such changes have a disproportionate impact on the applicable company and its subsidiaries, taken as a whole, as compared to other participants in the industries in which such company and its subsidiaries conduct their businesses.

The representations and warranties do not survive the effective time of the mergers.

Conduct of Business Pending the Effective Time

In the merger agreement, BioCryst and Idera have each agreed that until the effective time of the mergers, subject to certain specified exceptions, and unless required by law or the other party consents in writing (which consent will not be unreasonably withheld, conditioned or delayed), they and their respective subsidiaries will:

- conduct their operations in the ordinary course of business consistent with past practice;

- use commercially reasonable efforts to keep available the services of their current officers, employees and consultants and to preserve the goodwill and current relationships with persons having business relations; and

- use commercially reasonable efforts to preserve intact their business organization and comply with all applicable law.

In addition, each of BioCryst and Idera has agreed that until the effective time of the mergers, it and its respective subsidiaries will not do any of the following without the prior written consent of the other party (which consent will not be unreasonably withheld, conditioned or delayed):

- amend or change its organizational documents;

- issue, sell, pledge, dispose of, grant, transfer or encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer or encumbrance of, any shares of capital stock of, or other equity interests in, the applicable company or any of its subsidiaries, other than: (i) the issuance of shares upon the exercise, conversion or settlement of stock options, RSUs or preferred stock, as applicable, outstanding as of the date of the merger agreement in accordance with their terms, (ii) the issuance of stock options, RSUs or common stock (in lieu of cash compensation otherwise payable to board members), in each case, in the ordinary course of business consistent with past practice up to a maximum of 200,000 shares of common stock subject thereto, or (iii) the issuance of common stock in accordance with an employee stock purchase plan;

- sell, pledge, dispose of, transfer, lease, license, guarantee or encumber any of its or its subsidiaries' property or assets with value in excess of $2 million, except pursuant to existing contracts or the sale or purchase of goods in the ordinary course of business consistent with past practice;

- sell, assign, transfer, license, abandon, place in the public domain, permit to lapse or otherwise dispose of any of its material intellectual property, except pursuant to the terms of existing contracts or the licensing of any such intellectual property in the ordinary course of business consistent with past practice, or compromise, settle or agree to settle, or consent to judgment in, any action concerning such intellectual property, except in the ordinary course of business consistent with past practice;

- declare, set aside, make or pay any dividend or other distribution with respect to capital stock, other than dividends paid by a wholly owned subsidiary to the applicable company or another wholly owned subsidiary of the applicable company;

- enter into any agreement with respect to the voting or registration of its capital stock or other equity interests;

- reclassify, combine, split, subdivide or amend the terms of, or redeem, purchase or otherwise acquire, any of its capital stock or other equity interests;

- form any new subsidiary, or merge or consolidate itself or any of its subsidiaries with any person or adopt a plan of liquidation or resolutions providing for a liquidation, dissolution, restructuring, recapitalization or other reorganization of itself or, in the case of BioCryst, any of its subsidiaries, other than internal reorganizations in the ordinary course of business that would not have a material and adverse impact;

- acquire (including by merger, consolidation, or acquisition of shares or assets) any interest in any person or any assets thereof with value in excess of $2 million, other than in the ordinary course of business consistent with past practice or pursuant to specified contracts;

- repurchase, repay, refinance or incur any indebtedness for borrowed money, except as required by the terms of any indebtedness as of the date of the merger agreement, or issue any debt securities or assume, guarantee or endorse the obligations of any person (in the case of BioCryst, other than a wholly owned subsidiary) for borrowed money, except for borrowings under existing credit facilities or issuances of commercial paper for working capital and general corporate purposes in the ordinary course of business consistent with past practice;

- make any loans, advances or capital contributions to, or investments in, any other person (in the case of BioCryst, other than any wholly owned subsidiary) in excess of $2 million in aggregate;

- terminate, cancel, renew or request or agree to any material change in or waiver under any material contract, or enter into or amend any material contract other than in the ordinary course of business consistent with past practice;

- make or authorize any capital expenditure in excess of its capital expenditure budget as disclosed to the other party, other than capital expenditures that are not, in the aggregate, in excess of $2 million;

- except (i) in the ordinary course of business consistent with past practice with respect to individuals with a title below Vice President or (ii) to the extent required by applicable law or the existing terms of any benefit plan or specified arrangement: (A) materially increase the compensation or benefits payable or to become payable to its directors, officers or employees, (B) grant any rights to severance or termination pay or transaction or retention bonus payments to, or enter into any severance agreement with, any director, officer or employee of the applicable company or, in the case of BioCryst, its subsidiaries, (C) establish, adopt, enter into or materially amend any collective bargaining agreement or other contract with any labor union or labor organization, benefit plan or similar plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee of the applicable company, or in the case of BioCryst, its subsidiaries, (D) take any action to amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any benefit plan, or (E) hire or terminate the employment of any executive officer other than terminations for cause, death or disability;

- forgive any loans to directors, officers or employees of the party or, in the case of BioCryst, its subsidiaries;

- waive, release, pay, discharge or satisfy any claims, liabilities or obligations with value in excess of $2 million, except in the ordinary course of business consistent with past practice and in accordance with their terms;

- make any change in accounting policies, principles or practices, except as required by GAAP or by a governmental entity;

- waive, release, assign, settle or compromise any material claims or rights held by the applicable company or, in the case of BioCryst, any of its subsidiaries with value in excess of $2 million;

- compromise, settle or agree to settle any proceeding (including any proceeding relating to the merger agreement or the mergers) other than compromises, settlements or agreements in the ordinary course of business consistent with past practice that involve only the payment of monetary damages not in excess of $2 million individually or in the aggregate, without the imposition of equitable relief on, or the admission of wrongdoing by, the applicable company or, in the case of BioCryst, any of its subsidiaries;

- except as required by applicable law, make, change or revoke any material tax election, change any tax accounting period for purposes of a material tax or material method of tax accounting, file any material amended tax return, settle or compromise any audit or proceeding relating to a material amount of taxes, agree to an extension or waiver of the statute of limitations with respect to a material amount of taxes, enter into any closing agreement with respect to any material tax or surrender any right to claim a material tax refund;

- write up, write down or write off the book value of any assets, in the aggregate, in excess of $2 million, except for depreciation and amortization in accordance with GAAP;

- convene any annual or special meetings (or any adjournment thereof) of stockholders other than the applicable company's special meeting in connection with the mergers and the 2018 annual meeting of stockholders;

- fail to use reasonable efforts to maintain existing material insurance policies or comparable replacement policies to the extent available for a reasonable cost; or

- authorize or enter into any contract or otherwise make any commitment to do any of the foregoing.

Table of Contents

No Solicitation of Competing Proposals

Each of BioCryst and Idera has agreed that, from the time of the execution of the merger agreement until the earlier of the effective time of the mergers and the termination of the merger agreement, it will not and it will cause its subsidiaries and representatives not to, directly or indirectly, (i) solicit, initiate or knowingly encourage or induce, or take any other action designed to facilitate, any inquiries or the making of any proposal which constitutes, or would reasonably be expected to lead to, any "*competing proposal*" (as defined in "The Merger Agreement—No Solicitation of Competing Proposals" beginning on page 123 of this joint proxy statement/prospectus) or (ii) engage in any discussions or negotiations regarding any competing proposal. Notwithstanding the foregoing, (x) BioCryst and Idera may ascertain facts from a third party making a competing proposal for the sole purpose of the BioCryst board or Idera board informing itself about the terms of the competing proposal and the third party that made it and (y) if, prior to obtaining the approval of the BioCryst stockholders or the Idera stockholders, as applicable, and following receipt of a bona fide written competing proposal that the BioCryst board or Idera board, as applicable, determines in good faith (after receiving advice of its financial advisor and outside legal counsel) is or would reasonably be expected to lead to a "*superior proposal*" (as defined in "The Merger Agreement—No Solicitation of Competing Proposals" beginning on page 123 of this joint proxy statement/prospectus) and that was not, directly or indirectly, solicited, initiated or knowingly encouraged in violation of the merger agreement, the BioCryst board or Idera board, as applicable, determines in good faith, after consultation with outside legal counsel, that a failure to take any action with respect to such competing proposal would constitute a breach of its fiduciary duties under applicable law, BioCryst or Idera may, in response to such competing proposal and subject to certain notification requirements under the merger agreement, (A) furnish information with respect to BioCryst or Idera, as applicable, to such third party making such competing proposal pursuant to an acceptable confidentiality agreement, and (B) engage in discussions or negotiations with such third party regarding such competing proposal.

Each of BioCryst and Idera has further agreed that, until the effective time of the mergers or the termination of the merger agreement, it will not, and will cause its respective subsidiaries and representatives not to, directly or indirectly, (i) approve, endorse, recommend or enter into, or publicly propose to approve, endorse, recommend or enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or similar definitive agreement with respect to any competing proposal, (ii) take any action to make the provisions of any takeover statute inapplicable to any transactions contemplated by a competing proposal, (iii) terminate, amend, release, modify or knowingly fail to enforce any provision of, or grant any permission, waiver or request under, any standstill agreement entered into by the applicable party in respect of or in contemplation of a competing proposal (other than to the extent the BioCryst board or Idera board, as applicable, determines in good faith after consultation with its outside legal counsel, that failure to take any of such actions would constitute a breach of its fiduciary duties under applicable law) or (iv) propose to do any of the foregoing.

A "*competing proposal*" with respect to a party means any proposal or offer from a third party relating to (i) a merger, reorganization, sale of assets, out license, share exchange, consolidation, business combination, recapitalization, dissolution, liquidation, joint venture or similar transaction involving BioCryst or Idera, or any of their respective subsidiaries, (ii) the acquisition by any person of 20% or more of the consolidated assets of BioCryst or Idera, and their respective subsidiaries, as determined on a book-value or fair-market-value basis, (iii) the purchase or acquisition, in any manner, directly or indirectly, by any person of 20% or more of the issued and outstanding shares of BioCryst common stock or Idera common stock or any other equity interests in BioCryst or Idera, (iv) any purchase, acquisition, tender offer or exchange offer that, would result in any person beneficially owning 20% or more of the shares of BioCryst common stock or Idera common stock or any other

Table of Contents

equity interests of BioCryst, Idera or any of their respective subsidiaries or (v) any combination of the foregoing.

A "*superior proposal*" with respect to a party means a bona fide written competing proposal (except the references therein to "20%" will be replaced by "80%") made by a third party which, in the good faith judgment of the BioCryst board or Idera board, as applicable, and after consultation with its outside financial and legal advisors, taking into account the various legal, financial and regulatory aspects of the competing proposal, including its financial terms and the third party making such competing proposal, (i) if accepted, is reasonably likely to be consummated, (ii) if consummated, would result in a transaction that is more favorable to BioCryst stockholders or Idera stockholders, as applicable, from a financial point of view, than the mergers and the other transactions contemplated by the merger agreement and (iii) if a cash transaction (in whole or in part), financing for which is then fully committed or reasonably determined to be available.

The merger agreement requires that BioCryst and Idera, as applicable, promptly, and in any event no later than 24 hours, after such party receives (i) any competing proposal or indication that a third party is considering making a competing proposal, (ii) any request for non-public information relating to BioCryst or Idera or their respective subsidiaries other than requests for information that would not reasonably be expected to result in a competing proposal or (iii) any inquiry or request for discussions or negotiations regarding any competing proposal, to notify the other party in writing of any of the foregoing occurrences, the identity of the party making such request and a copy of such competing proposal. Each party will keep the other party reasonably informed of the status (and in any event within 24 hours of any material changes, developments, discussions or negotiations) of any request, inquiry or competing proposal, and any material developments with respect thereto. Without limiting the foregoing, each party will promptly (and in any event within 24 hours) notify the other party if it determines to begin providing information or to engage in discussions or negotiations concerning a competing proposal. Each party will, either prior to or concurrently with, provide the other party with any non-public information concerning such party that it provided to any third party in connection with any competing proposal which was not previously provided to the other party.

Changes in Board Recommendations

Each of the BioCryst board and the Idera board has agreed that it will not (i) withhold, withdraw, modify or qualify, in a manner adverse to the other party, the approval, determination of advisability or recommendation by such board with respect to the transactions contemplated by the merger agreement, as applicable, (ii) make, or permit any director or executive officer to make, any public statement in connection with either special meeting by or on behalf of the applicable board that would reasonably be expected to have the same effect or (iii) approve, determine to be advisable or recommend any competing proposal (each, a "*BioCryst Adverse Recommendation Change*" or "*Idera Adverse Recommendation Change*," as applicable).

Notwithstanding the restrictions described above, at any time prior to obtaining the relevant stockholder approval, the BioCryst board or Idera board, as applicable, may, in response to any bona fide written competing proposal, make a BioCryst Adverse Recommendation Change or Idera Adverse Recommendation Change, as applicable, if (i) the BioCryst board or Idera board, as applicable, has determined in good faith, after consultation with its outside financial advisors and outside legal counsel, that such competing proposal constitutes a superior proposal, (ii) the BioCryst board or Idera board, as applicable, provides the other party four business days prior written notice of its intention to take such action, (iii) during the four business days following such written notice, if requested by the other party, the board of directors effecting the recommendation change and its representatives have negotiated in good faith with the other party regarding any revisions to the terms of the transactions contemplated by the merger agreement proposed by the other party in response to such competing proposal and (iv) at the end of the four business day period described in clause (iii), the BioCryst board or the Idera board,

Table of Contents

as applicable, concludes in good faith, after consultation with its outside legal counsel and financial advisors, that the competing proposal continues to be a superior proposal and, after consultation with its outside legal counsel, that the failure to make a BioCryst Adverse Recommendation Change or Idera Adverse Recommendation Change, as applicable, would constitute a breach of the fiduciary duties of the BioCryst board or the Idera board, as applicable, under applicable law. Any material amendment or modification to any competing proposal requires an additional notice under clause (ii) above and the negotiation period described in clause (iii) above will be extended an additional two days from the date of receipt of such additional notice.

In addition, at any time prior to obtaining the relevant stockholder approval, the BioCryst board or Idera board, as applicable, may make a BioCryst Adverse Recommendation Change or Idera Adverse Recommendation Change, as applicable, if (i) such board of directors determines that an "*intervening event*" (as defined in "The Merger Agreement—Changes in Board Recommendations" beginning on page 124 of this joint proxy statement/prospectus) has occurred and is continuing and (ii) such board of directors determines in good faith (after consultation with outside counsel) that the failure to make a BioCryst Adverse Recommendation Change or an Idera Adverse Recommendation Change, as applicable, in response to such intervening event would constitute a breach of its fiduciary duties under applicable law; provided that (x) the BioCryst board or the Idera board has given the other party at least four business days prior written notice of its intention to take such action and specifying in reasonable detail the circumstances related to such determination and (y) prior to effecting a BioCryst Adverse Recommendation Change or an Idera Adverse Recommendation Change, the applicable party has negotiated, and has caused its representatives to negotiate, in good faith with the other party during such notice period to the extent such other party wishes to negotiate, to enable such party to revise the terms of the merger agreement, such that the failure to make a BioCryst Adverse Recommendation Change or an Idera Adverse Recommendation Change, as applicable, would not constitute a breach of its fiduciary duties under applicable law.

An "*intervening event*" with respect to a party means any material event, development or change in circumstances that first occurs, arises or becomes known to BioCryst or Idera or its respective board, as applicable, after the date of the merger agreement, to the extent that such event, development or change in circumstances was not reasonably foreseeable as of the date of the merger agreement; provided, however, that in no event will the following events, developments or changes in circumstances constitute an intervening event: (i) the receipt, existence or terms of a competing proposal or any matter relating thereto or consequence thereof, (ii) any change in the price, or change in trading volume, of BioCryst common stock or Idera common stock (provided, however, that the exception to this clause (ii) will not apply to the underlying causes giving rise to or contributing to such change or prevent any of such underlying causes from being taken into account in determining whether an intervening event has occurred), and (iii) meeting or exceeding internal or analysts' expectations, projections or results of operations (provided, however, that the exception to this clause (iii) will not apply to the underlying causes giving rise to or contributing to such circumstances or prevent any of such underlying causes from being taken into account in determining whether an intervening event has occurred).

If the BioCryst board or the Idera board effects a BioCryst Adverse Recommendation Change or an Idera Adverse Recommendation Change, as applicable, such board of directors will nonetheless continue to be obligated to hold its special meeting and submit the proposals described in this joint proxy statement/prospectus to its stockholders for their vote, as applicable.

Efforts to Obtain Required Stockholder Votes

Under the terms of the merger agreement, BioCryst and Idera have agreed that the BioCryst board and the Idera board will each call, hold and convene a meeting of its stockholders promptly after the declaration of effectiveness of the registration statement, of which this joint proxy statement/

prospectus forms a part, by the SEC. BioCryst and Idera have also agreed that the BioCryst board and the Idera board will each use its reasonable best efforts to call, give notice of, convene and hold its respective special meetings on the same date.

Idera and BioCryst have also agreed to use their respective reasonable best efforts to obtain stockholder approval for the proposal to adopt the merger agreement. Unless the merger agreement is terminated prior to the date of the Idera special meeting or the BioCryst special meeting, as applicable, Idera and BioCryst must submit the merger agreement to a stockholder vote even if its respective board of directors no longer recommends adoption of the merger agreement. The Idera board and the BioCryst board have approved the merger agreement and declared the merger agreement and the transactions contemplated thereby, including the mergers, advisable to and in the best interests of Idera and BioCryst and their respective stockholders, as applicable, and adopted resolutions directing that the merger agreement be submitted to the Idera stockholders and the BioCryst stockholders, respectively, for their consideration.

Efforts to Complete the Mergers

Each party to the merger agreement has agreed to use its reasonable best efforts to take all appropriate actions and to do all things reasonably necessary to consummate and make effective the transactions contemplated by the merger agreement, including using reasonable best efforts to obtain all waivers, permits, consents, approvals, authorizations, qualifications and orders of all governmental entities and parties to contracts with Idera, BioCryst or any of their respective subsidiaries that may be or become necessary for the performance of obligations pursuant to the merger agreement and the consummation of the transactions thereunder.

Each of BioCryst and Idera has agreed to make all filings required under the HSR Act and other antitrust laws with respect to the mergers as promptly as reasonably practicable (and, in the case of the required Notification and Report Form under the HSR Act, each of BioCryst and Idera filed such form on February 2, 2018).

Each party to the merger agreement has agreed to, and to cause each of its subsidiaries to, take any and all steps necessary to obtain approval of the consummation of the transactions contemplated by the merger agreement by any antitrust or competition governmental entity, including taking all steps necessary to avoid or eliminate each and every legal impediment under any applicable antitrust law that may be asserted by any antitrust or competition governmental entity so as to enable the parties to close the transactions as promptly as reasonably practicable, and in any event prior to the "*outside date*" (as defined in "The Merger Agreement—Termination of the Merger Agreement" beginning on page 133 of this joint proxy statement/prospectus).

Notwithstanding the foregoing, in connection with the receipt of any necessary approvals or clearances of a governmental entity, neither BioCryst nor Idera will be required to agree to any sale, transfer, license, separate holding, divestiture or other disposition of, or to any prohibition of or any limitation on the acquisition, ownership, operation, effective control or exercise of full rights of ownership, or other modification of rights in respect of any material business, product line or asset, or otherwise modify any material business practice or contractual relationship.

Without the prior written approval of the other party, no party shall effect or agree to any business combination or acquisition of any assets, licenses, rights, product lines, operations or businesses of any person that would reasonably be expected to prevent or materially delay consummation of the transactions.

Governance Matters After the Mergers

Immediately following the effective time of the mergers, the board of the combined company will consist of nine members, including: Vincent J. Milano, a director and the current chief executive officer of Idera, James A. Geraghty, the current chairman of the Idera board, Maxine Gowen, Ph.D., a director of Idera, Mark Goldberg, M.D., a director of Idera, Jon P. Stonehouse, a director and the current chief executive officer of BioCryst, Robert A. Ingram, the current chairman of the BioCryst board, Nancy Hutson, Ph.D., a director of BioCryst, Kenneth B. Lee, Jr., a director of BioCryst, and one person to be mutually agreed to by the Idera board and the BioCryst board who shall not be a director, officer or affiliate of either Idera or BioCryst. All directors, other than Messrs. Milano and Stonehouse, will qualify as "independent directors" under the Nasdaq rules.

Upon completion of the mergers, Mr. Ingram will serve as the chairman of the board of the combined company, and Mr. Milano will serve as the chief executive officer of the combined company.

The corporate headquarters for the combined company and its subsidiaries will be located in Exton, Pennsylvania, and the primary location for research and development for the combined company and its subsidiaries will be located in Birmingham Alabama.

Amendments to Governance Provisions

The board of the combined company will be authorized and have the power to amend, alter, change, adopt and repeal the Holdco bylaws at any regular or special meeting of the board of the combined company at which there is a quorum by the affirmative vote of a majority of the total number of directors present at such meeting, or by unanimous written consent.

Stockholders of the combined company will also have power to amend, alter, change, adopt and repeal the Holdco bylaws at any annual or special meeting by the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of capital stock of Holdco entitled to vote thereon.

Employee Benefits Matters

Each employee of Idera, BioCryst or any of their respective subsidiaries who continues employment with Holdco or any of its subsidiaries following the closing date of the mergers (each a "*continuing employee*") will continue to receive, through December 31, 2018 (i) base salary or wages and annual bonus opportunity that are not less than the base salary or wages and annual bonus opportunity received by such continuing employee immediately prior to the effective time of the mergers and (ii) retirement, health and welfare, severance and other benefits (including equity awards but excluding defined benefit arrangements and retiree health and welfare arrangements), in each case, that are, in the aggregate, no less favorable than those provided to such continuing employee immediately prior to the closing date of the mergers.

To the extent permitted by applicable laws, Holdco will credit each continuing employee with his or her years of service with Idera, BioCryst or any of their respective subsidiaries and predecessor entities, under any employee benefit plans, programs and arrangements in which such continuing employee participates following the consummation of the mergers (the "*post-closing plan*"), to the same extent as such continuing employee was entitled immediately prior to the consummation of the mergers to credit for such service under any similar Idera benefit plan or BioCryst benefit plan, for purposes of eligibility for participation and vesting. This credit will not extend (i) for purposes of accrual of benefits, other than for purposes of determining the level of vacation, travel and/or severance benefits, (ii) if doing so would result in duplication of benefits or (iii) for purposes of defined benefits plans or retiree welfare plans, except to the extent required by applicable law.

Table of Contents

In addition, for purposes of each post-closing plan providing medical, dental, pharmaceutical, vision and/or other health benefits to any continuing employee and his or her dependents, Holdco will use commercially reasonable efforts to (i) cause all waiting periods, pre-existing condition exclusions, evidence of insurability requirements and actively-at-work requirements of such post-closing plan to be waived for such continuing employee and his or her covered dependents, to the extent any such waiting periods, pre-existing condition exclusions, evidence of insurability requirements and actively-at-work requirements were waived or were inapplicable under the comparable Idera benefit plan or BioCryst benefit plan, (ii) fully credit each continuing employee with all deductible payments, co-payments and other out-of-pocket expenses incurred by such continuing employee and his or her covered dependents under the medical, dental, pharmaceutical or vision benefit plans of Idera or BioCryst (or their respective subsidiaries), as applicable, prior to the consummation of the mergers during the plan year in which the consummation of the mergers occurs for the purpose of determining the extent to which such continuing employee has satisfied the deductible, co-payments, or maximum out-of-pocket requirements applicable to such continuing employee and his or her covered dependents for such plan year under any pre-closing plan providing medical, dental, pharmaceutical, vision or health benefits, as if such amounts had been paid in accordance with such plan, and (iii) credit the accounts of such continuing employees under any post-closing plan that is a flexible spending plan with any unused balance in the account of such continuing employee under the applicable Idera benefit plan or BioCryst benefit plan.

Treatment of Idera Stock Options and Warrants

Idera Stock Options

As of the effective time of the mergers, each Idera stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will be assumed by Holdco and converted into a Holdco stock option. In addition, each such stock option will vest in full, other than Idera stock options held by an individual who is a party to a Severance and Change of Control Agreement. Each converted Holdco stock option will be subject to the same terms and conditions (other than, in the case described above, vesting) as applied to the original Idera stock option immediately prior to the effective time of the mergers, except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the Idera stock option multiplied by the Idera exchange ratio (0.20), at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the Idera stock option divided by the Idera exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement.

Idera Warrants

At the effective time of the mergers, each outstanding Idera warrant and Idera pre-funded warrant to purchase shares of Idera common stock will be assumed by Holdco and converted into a warrant to acquire Holdco common stock on the same terms and conditions as were in effect immediately prior to the completion of the mergers, except that each Idera warrant and Idera pre-funded warrant (i) will cover a number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares of Idera common stock subject to the Idera warrant or Idera pre-funded warrant, as applicable, multiplied by 0.20, and (ii) will have an exercise price per share of Holdco common stock (rounded up to the nearest whole cent) equal to the per share exercise price of the Idera warrant or Idera pre-funded warrant, as applicable, divided by 0.20.

Table of Contents

Treatment of BioCryst Stock Options and RSUs

BioCryst Stock Options

As of the effective time of the mergers, each BioCryst stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will vest in full and be assumed by Holdco and converted into a Holdco stock option. Each Holdco stock option will be subject to the same terms and conditions (other than vesting) as applied to the original BioCryst stock option immediately prior to the effective time of the mergers, except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the BioCryst stock option multiplied by the BioCryst exchange ratio (0.50), at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the BioCryst stock option divided by the BioCryst exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement.

BioCryst RSUs

As of the effective time of the mergers, each BioCryst RSU that is outstanding immediately prior to the effective time of the mergers will be assumed by Holdco and will vest in full and be converted into a Holdco RSU. Each converted Holdco RSU will be subject to the same terms and conditions (other than vesting) as applied to the original BioCryst RSU immediately prior to the effective time of the mergers, except that it will be a restricted stock unit to acquire that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the BioCryst RSU multiplied by the BioCryst exchange ratio.

Treatment of Equity Plans and Employee Stock Purchase Plans

As of the effective time, and unless otherwise terminated in accordance with the merger agreement, Holdco will assume the BioCryst Stock Incentive Plan (the "*BioCryst equity plan*"), the Idera 1995 Director Stock Plan, the Idera 1997 Stock Incentive Plan, the Idera 2005 Stock Incentive Plan, the 2008 Stock Incentive Plan and the 2013 Stock Incentive Plan (collectively, the "*Idera equity plans*"), the BioCryst amended and restated employee stock purchase plan (the "*BioCryst ESPP*") and the Idera employee stock purchase plan (the "*Idera ESPP*").

Following the Effective Time, Holdco will continue to maintain any such assumed plans (each, as may be amended or terminated from time to time in accordance with its terms), and will be able to grant "incentive stock options" under each such plan. As of immediately prior to the effective time: (i) the maximum number of shares of BioCryst common stock that may be issued under the BioCryst Stock Plan and the BioCryst ESPP upon the exercise of incentive stock options (including outstanding grants) is 24,190,000 and 1,475,000, respectively (subject to certain adjustments in the applicable plan in accordance with the Treasury Regulations promulgated thereunder), (ii) employees of BioCryst are eligible to receive incentive stock options under each of the BioCryst equity plan and the BioCryst ESPP, (iii) the maximum number of shares of Idera common stock that may be issued under the Idera 2005 Stock Incentive Plan, the 2008 Stock Incentive Plan, the 2013 Stock Incentive Plan and the Idera ESPP upon the exercise of incentive stock options (including outstanding grants) is 1,125,000, 6,000,000, 32,171,438 and 500,000, respectively (subject to certain adjustments in the applicable plan in accordance with the Treasury Regulations promulgated thereunder) and (iv) employees of Idera are eligible to receive incentive stock options under each such Idera equity plan and the Idera ESPP. As of immediately following the effective time, by virtue of the mergers, (i) the maximum number of shares of Holdco common stock that may be issued under the BioCryst equity plan and the BioCryst ESPP as incentive stock options (including outstanding grants) shall be 24,190,000 and 1,475,000, respectively (subject to certain adjustments (x) in the applicable plan in accordance with the Treasury Regulations

Table of Contents

promulgated thereunder and (y) to reflect the BioCryst exchange ratio), (ii) employees of Holdco and its subsidiaries will be eligible to receive incentive stock options under the BioCryst equity plan and the BioCryst ESPP, (iii) the maximum number of shares of Holdco common stock that may be issued under the Idera 2005 Stock Incentive Plan, the 2008 Stock Incentive Plan, the 2013 Stock Incentive Plan and the Idera ESPP as incentive stock options (including outstanding grants) shall be 1,125,000, 6,000,000, 32,171,438 and 500,000, respectively (subject to certain adjustments (x) in the applicable plan in accordance with the Treasury Regulations promulgated thereunder and (y) to reflect the Idera exchange ratio) and (iv) the employees of Holdco and its subsidiaries shall be eligible to receive incentive stock options under the Idera equity plans and the Idera ESPP.

As soon as practicable following the date of the merger agreement, the Idera board and the BioCryst board will take all actions with respect to the Idera ESPP and the BioCryst ESPP, respectively, that are necessary to provide that the offering period otherwise in effect on the closing date will terminate, and any options then-outstanding under the Idera ESPP and the BioCryst ESPP, respectively, will be exercised, on the date immediately preceding the closing date or on an earlier date as mutually agreed in writing by BioCryst and Idera. Unless as otherwise mutually agreed in writing by BioCryst and Idera no later than 10 business days prior to the effective date of the mergers, the Idera board and the BioCryst board will take all actions with respect to the Idera ESPP and the BioCryst ESPP, respectively, that are necessary to provide that subject to the consummation of the mergers, the applicable plan will terminate effective immediately prior to the effective time of the mergers.

Compensation Actions between Signing of Merger Agreement and Completion of Mergers

Under the terms of the merger agreement, BioCryst may not, except either in the ordinary course of business consistent with past practice with respect to individuals with a title below Vice President, or to the extent required by applicable law or the existing terms of any BioCryst benefit plan disclosed to Idera, (i) materially increase the compensation or benefits payable or to become payable to directors, officers or employees of BioCryst or its subsidiaries; (ii) grant any rights to severance or termination pay or transaction or retention bonus payments to, or enter into any severance agreement with, any director, officer or employee of BioCryst or its subsidiaries, (iii) establish, adopt, enter into or materially amend any collective bargaining agreement or other contract with any labor union or labor organization, BioCryst benefit plan or similar plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee of BioCryst or its subsidiaries; (iv) take any action to amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any BioCryst benefit plan; or (v) hire or terminate the employment of any executive officer of BioCryst other than terminations for cause, death or disability.

Other Covenants and Agreements

The merger agreement contains certain other covenants and agreements, including covenants relating to:

- cooperation between BioCryst and Idera in the preparation of this joint proxy statement/prospectus;
- confidentiality and access by each party to certain information about the other party during the period prior to the effective time of the mergers;
- providing notice to the other party upon the occurrence of certain events during the period prior to the effective time of the mergers;
- cooperation between BioCryst and Idera in connection with public announcements;

- cooperation to cause the shares of Holdco common stock to be issued to Idera stockholders and BioCryst stockholders pursuant to the mergers, to be approved for listing on the Nasdaq, subject to official notice of issuance;
- cooperation between BioCryst and Idera in the defense or settlement of any stockholder litigation relating to the mergers;
- causing any dispositions of Idera common stock or BioCryst common stock resulting from the mergers and any acquisitions of Holdco common stock resulting from the mergers by each individual who may become subject to reporting requirements under the securities laws to be exempt from Section 16(b) of the Exchange Act;
- the use of each party's reasonable best efforts to take any action necessary for (i) the mergers to qualify as an "exchange" within the meaning of Section 351 of the Code and (ii) the BioCryst merger to qualify as a "reorganization" within the meaning of Section 268(a) of the Code;
- the use of reasonable best efforts, subject to applicable laws, to cooperate in connection with the planning and integration of the business operations of BioCryst and Idera;
- the termination of BioCryst's existing credit agreement and the payment in full of all amounts outstanding thereunder by Holdco at closing unless otherwise agreed by the parties to the existing credit agreement; and
- the use of reasonable best efforts to delist shares of Idera common stock and BioCryst common stock from the Nasdaq and under the Exchange Act.

Under the merger agreement, following the completion of the mergers, the combined company will assume all rights to indemnification, advancement of expenses and exculpation from liabilities for acts or omissions occurring at or prior to the effective time of the mergers existing in favor of the current or former directors and officers of Idera and BioCryst. Following completion of the mergers, the combined company will also maintain a directors' and officers' liability insurance policy for Idera, BioCryst, and each of its current and former directors and officers and employees who are currently covered by the liability insurance coverage currently maintained by Idera and BioCryst. The policy will be in place for six years after the mergers and provide coverage that is substantially equivalent to and in any event not less favorable in the aggregate than the existing policy of Idera or BioCryst, as applicable.

Conditions to Completion of the Mergers

Each party's obligation to consummate the mergers is conditioned upon the satisfaction (or, to the extent permitted by applicable law, waiver by such party) at or prior to the closing of the mergers of each of the following:

- adoption of the merger agreement by holders of a majority of the issued and outstanding shares of each of Idera common stock and BioCryst common stock entitled to vote thereon;
- authorization of the listing on the Nasdaq of the shares of Holdco common stock to be issued to Idera stockholders and BioCryst stockholders pursuant to the mergers, subject to official notice of issuance;
- effectiveness of the registration statement of which this joint proxy statement/prospectus forms a part and the absence of a stop order in respect thereof;
- absence of any law, order, injunction, decree, statute, rule or regulation by a court or other governmental entity that prohibits, restrains or makes illegal the consummation of the mergers; and

Table of Contents

- the waiting period (and any extension thereof) applicable to the mergers under the HSR Act having expired or been earlier terminated, and any other antitrust, competition, investment, trade regulation or similar approval required under law having been obtained prior to the closing.

In addition, the obligations of each of BioCryst and Holdco, on the one hand, and Idera, on the other hand, to effect the mergers is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of the other party, other than the representations related to corporate organization, capitalization, the authority with respect to the execution, delivery, and performance of the merger agreement and the due and valid authorization and enforceability of the merger agreement, the fees payable to a financial advisor, broker or finder in connection with the transactions under the merger agreement, the delivery of an opinion from such party's financial advisor, with respect to BioCryst only, the representation that none of Holdco, Merger Sub A or Merger Sub B has engaged in any business activity other than in connection with the merger agreement, and the non-occurrence of any event or development having a material adverse effect on the other party since October 1, 2017, will be true and correct in all respects (without giving effect to any materiality or material adverse effect qualifications contained in such representations and warranties) as of the closing date (other than those representations and warranties that address matters only as of a particular date, which need only be true and correct as of such date), except to the extent that any failures of such representations and warranties to be so true and correct, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect;

- the representations and warranties of the other party relating to corporate organization, the authority with respect to the execution, delivery, and performance of the merger agreement and the due and valid authorization and enforceability of the merger agreement, the fees payable to a financial advisor, broker or finder in connection with the transactions under the merger agreement, the delivery of an opinion from such party's financial advisor, and with respect to BioCryst only, the representation that none of Holdco, Merger Sub A or Merger Sub B has engaged in any business activity other than in connection with the merger agreement, will be true and correct in all material respects (without giving effect to any materiality or material adverse effect qualifications in such representations and warranties) as of the closing date (except to the extent such representations or warranties address matters only as of a particular date, which need only be true and correct as of such date);

- the representation and warranties of the other party relating to capitalization are true and correct in all respects as of the closing date (except to the extent such representations or warranties address matters only as of a particular date, which need only be true and correct as of such date), except for *de minimis* inaccuracies;

- the representation and warranty of the other party relating to the non-occurrence of any event or development having a material adverse effect on the other party since October 1, 2017, will be true and correct in all respects as of the date of the merger agreement and as of the closing date;

- receipt of a certificate executed by an executive officer of the other party certifying as to the satisfaction of the conditions described in the preceding four bullet points;

- the other party (and, in the case of BioCryst, Holdco) having performed or complied with, in all material respects, all of its obligations under the merger agreement at or prior to the closing of the mergers and the other party shall have delivered a certificate executed by an executive officer of the other party certifying as to the satisfaction of this condition;

- no change, event, development, condition, circumstance or effect will have occurred since the date of the merger agreement that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the other party;

- with respect to BioCryst's and Holdco's obligations, BioCryst's receipt of an opinion from Skadden to the effect that the BioCryst merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code or, alternatively, the mergers together will be treated as an "exchange" described in Section 351 of the Code; and

- with respect to Idera's obligation, receipt of an opinion from Latham to the effect that the mergers will together be treated as an "exchange" described in Section 351 of the Code.

Termination of the Merger Agreement

The merger agreement may be terminated at any time prior to the effective time of the mergers, even after the receipt of the required stockholder approvals, under the following circumstances:

- by mutual written consent of BioCryst and Idera;

- by either BioCryst or Idera:

  - if any law or final and non-appealable order is promulgated, entered, enforced, enacted or issued or deemed applicable to the mergers by any governmental entity of competent jurisdiction which permanently prohibits, restrains or makes illegal the consummation of the mergers; except that the right to terminate the merger agreement under the provision described in this bullet will not be available to any party whose failure to perform any of its obligations under the merger agreement is the principal cause of the enactment or issuance of such law or order;

  - if the transactions contemplated by the merger agreement are not consummated by July 21, 2018, except if, as of July 21, 2018, all the conditions to closing have been satisfied or waived other than the conditions related to the receipt of antitrust approvals, the termination date will be automatically extended to October 21, 2018 (such date, including any such permitted extension thereof, the "*outside date*"); provided that the right to terminate the merger agreement under the provision described in this bullet will not be available to any party whose failure to perform any of its obligations under the merger agreement is the principal cause of the failure of the transactions contemplated by the merger agreement to be consummated by such time;

  - if the BioCryst stockholders fail to approve the adoption of the merger agreement at the BioCryst special meeting; provided that the right to terminate the merger agreement under the provisions described in this bullet will not be available to BioCryst if BioCryst's failure to perform any of its obligations under the merger agreement is the principal cause of the failure to obtain the approval of the BioCryst stockholders; or

  - if the Idera stockholders fail to approve the adoption of the merger agreement at the Idera special meeting; provided that the right to terminate the merger agreement under the provisions described in this bullet will not be available to Idera if Idera's failure to perform any of its obligations under the merger agreement is the principal cause of the failure to obtain the approval of the Idera stockholders;

- by Idera:

  - if BioCryst has breached or failed to perform any of its representations, warranties or covenants set forth in the merger agreement, which breach or failure to perform (i) is incapable of being cured by BioCryst by the outside date, or is not cured by BioCryst by the earlier of (x) 20 business days following delivery of written notice of such breach or failure to perform from Idera or (y) the business day prior to the outside date and (ii) would give rise to the failure of certain closing conditions; or

- if the BioCryst board makes a BioCryst Adverse Recommendation Change; or

- by BioCryst:

  - if Idera has breached or failed to perform any of its representations, warranties or covenants set forth in the merger agreement, which breach or failure to perform (i) is incapable of being cured by Idera by the outside date, or is not cured by Idera by the earlier of (x) 20 business days following delivery of written notice of such breach or failure to perform from BioCryst or (y) the business day prior to the outside date and (ii) would give rise to the failure of certain closing conditions; or

  - if the Idera board makes an Idera Adverse Recommendation Change.

In the event of a valid termination of the merger agreement, written notice will be given by the terminating party to the other party specifying the provision pursuant to which such termination is made. In the event of a valid termination of the merger agreement, the merger agreement will be terminated and will become void and have no effect, without any liability or obligation on the part of any party, except that certain provisions regarding the termination fee and other general matters will survive such termination and nothing in the merger agreement will relieve any party from liabilities or damages incurred or suffered as a result of any willful and material breach by such party of any of its respective representations, warranties, covenants or other agreements set forth in the merger agreement. The termination of the merger agreement will not affect the obligations of the parties contained in the confidentiality agreement between BioCryst and Idera.

Expenses and Termination Fees; Liability for Breach

Each party shall pay all fees and expenses incurred by it in connection with the mergers and the other transactions contemplated by the merger agreement, provided, however that the parties will share equally all fees and expenses in relation to the printing and mailing of this joint proxy statement/prospectus, all SEC filing fees relating to the transactions contemplated by the merger agreement and any fees in connection with the approval of the mergers pursuant to any antitrust or competition law.

BioCryst will be obligated to pay a termination fee of $25 million to Idera if:

- Idera terminates the merger agreement because the BioCryst board makes a BioCryst Adverse Recommendation Change; or

- (i) Idera terminates the merger agreement because (A) the BioCryst stockholders fail to approve the adoption of the merger agreement at the BioCryst special meeting, (B) BioCryst has breached or failed to perform any of its representations, warranties or covenants set forth in the merger agreement, which breach or failure to perform (1) is incapable of being cured by BioCryst by the outside date, or is not cured by BioCryst by the earlier of (x) 20 business days following delivery of written notice of such breach or failure to perform from Idera or (y) the business day prior to the outside date and (2) would give rise to the failure of certain closing conditions, or (C) the transactions contemplated by the merger agreement have not been consummated by the outside date without the BioCryst special meeting having occurred, and, (ii) in any such case a competing proposal has been publicly announced or otherwise communicated to the BioCryst board (and not withdrawn) after the date of the merger agreement and prior to the date of the BioCryst special meeting, in the case of clause (A), or the date of termination, in the case of clauses (B) and (C), and (iii) if within 12 months after the termination of the merger agreement, BioCryst consummates a transaction in respect of a competing proposal or BioCryst enters into a definitive agreement in respect of a competing proposal that is ultimately consummated; provided that for purposes of the provision described in this bullet, the term "*competing proposal*" has the meaning described under "The Merger Agreement—No Solicitation of Competing Proposals," except that all references to 20% therein will be changed to 50%.

BioCryst will be obligated to pay to Idera a fixed expense reimbursement amount of $6 million if:

- Idera terminates the merger agreement because the BioCryst stockholders fail to approve the adoption of the merger agreement at the BioCryst special meeting (except if the Idera stockholders fail to approve the adoption of the merger agreement at the Idera special meeting or any adjournment or postponement thereof); or

- Idera terminates the merger agreement because BioCryst has breached or failed to perform any of its representations, warranties or covenants set forth in the merger agreement, which breach or failure to perform (i) is incapable of being cured by BioCryst by the outside date, or is not cured by BioCryst by the earlier of (x) 20 business days following delivery of written notice of such breach or failure to perform from Idera or (y) the business day prior to the outside date and (ii) would give rise to the failure of certain closing conditions.

Idera will be obligated to pay a termination fee of $25 million to BioCryst if:

- BioCryst terminates the merger agreement because the Idera board makes an Idera Adverse Recommendation Change; or

- (i) BioCryst terminates the merger agreement because (A) the Idera stockholders fail to approve the adoption of the merger agreement at the Idera special meeting, (B) Idera has breached or failed to perform any of its representations, warranties or covenants set forth in the merger agreement, which breach or failure to perform (1) is incapable of being cured by Idera by the outside date, or is not cured by Idera by the earlier of (x) 20 business days following delivery of written notice of such breach or failure to perform from BioCryst or (y) the business day prior to the outside date and (2) would give rise to the failure of certain closing conditions, or (C) the transactions contemplated by the merger agreement have not been consummated by the outside date without the Idera special meeting having occurred, and, (ii) in any such case a competing proposal has been publicly announced or otherwise communicated to the Idera board (and not withdrawn) after the date of the merger agreement and prior to the date of the Idera special meeting, in the case of clause (A), or the date of termination, in the case of clauses (B) and (C), and (iii) if within 12 months after the termination of the merger agreement, Idera consummates a transaction in respect of a competing proposal or Idera enters into a definitive agreement in respect of a competing proposal that is ultimately consummated; provided that for purposes of the provision described in this bullet, the term "*competing proposal*" has the meaning described under "The Merger Agreement—No Solicitation of Competing Proposals," except that all references to 20% therein will be changed to 50%.

Idera will be obligated to pay to BioCryst a fixed expense reimbursement amount of $6 million if:

- BioCryst terminates the merger agreement because the Idera stockholders fail to approve the adoption of the merger agreement at the Idera special meeting (except if the BioCryst stockholders fail to approve the adoption of the merger agreement at the BioCryst special meeting or any adjournment or postponement thereof); or

- BioCryst terminates the merger agreement because Idera has breached or failed to perform any of its representations, warranties or covenants set forth in the merger agreement, which breach or failure to perform (i) is incapable of being cured by Idera by the outside date, or is not cured by Idera by the earlier of (x) 20 business days following delivery of written notice of such breach

Table of Contents

or failure to perform from BioCryst or (y) the business day prior to the outside date and (ii) would give rise to the failure of certain closing conditions.

Amendments, Extensions and Waivers

The merger agreement may be amended, modified or supplemented by the parties at any time before or after the receipt of the approvals of the BioCryst stockholders or Idera stockholders required to consummate the mergers.

At any time prior to the effective time of the mergers, any party may (i) extend the time for performance of any obligations or other acts of the other party, (ii) waive any inaccuracies in the representations and warranties of the other party contained in the merger agreement and (iii) waive compliance by the other party with any of the agreements or conditions contained in the merger agreement.

Notwithstanding the foregoing, after approval of the merger agreement by the BioCryst stockholders and/or Idera stockholders, there may not be, without further approval of such stockholders, any amendment or waiver for which applicable law requires further stockholder approval.

Parties in Interest

Nothing in the merger agreement, express or implied, confers upon any person other than the parties (and their respective successors and permitted assigns) any right, benefit or remedy of any nature whatsoever under or by reason of the merger agreement, except that for six years from the effective time of the mergers, the combined company will indemnify each present (as of the effective time of the mergers) and former director and officer of BioCryst, Idera and any of their subsidiaries (in each case, when acting in such capacity) against all claims, losses, liabilities, damages, judgments, inquiries, fines and reasonable fees, costs and expenses incurred in connection with any action pertaining to matters existing or occurring at or prior to the effective time of the mergers, including in connection with the merger agreement.

For additional information regarding indemnification of directors and officers, see the section entitled "The Merger Agreement—Other Covenants and Agreements" beginning on page 130 of this joint proxy statement/prospectus.

Specific Performance

BioCryst and Idera have agreed in the merger agreement that irreparable damage would occur in the event that any of the provisions of the merger agreement were not performed in accordance with their specific terms or were otherwise breached. To that end, the parties agreed that each will be entitled to seek an injunction or injunctions to prevent actual or threatened breaches of the merger agreement and to enforce specifically the performance of terms and provisions of the merger agreement. The parties further waive the defense of adequacy of remedies at law and any requirement under law to post a bond or other security as a prerequisite to obtaining equitable relief.

U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE MERGERS

The following is a general discussion of the U.S. federal income tax consequences of the mergers to U.S. holders of BioCryst common stock and Idera common stock.

This discussion is based on the Code, applicable Treasury regulations, administrative interpretations and court decisions, each as in effect as of the date of this joint proxy statement/prospectus and all of which are subject to change, possibly with retroactive effect. Any such change could affect the validity of this discussion. This discussion addresses only holders of BioCryst common stock or Idera common stock who hold their stock as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address any non-income taxes or any foreign, state or local tax consequences of the mergers. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to holders of BioCryst common stock or Idera common stock in light of their particular circumstances, including any tax consequences arising under the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010, or to holders subject to special rules, including, without limitation:

- persons subject to the alternative minimum tax;
- tax-exempt and governmental organizations;
- banks, insurance companies and other financial institutions;
- brokers or dealers in securities;
- regulated investment companies and real estate investment trusts;
- persons who hold BioCryst common stock or Idera common stock as part of a hedging or conversion transaction or as part of a short-sale or straddle;
- certain U.S. expatriates and former citizens or long-term residents of the United States;
- persons whose functional currency is not the U.S. dollar;
- partnerships or other pass-through entities for U.S. federal income tax purposes (and investors therein); and
- persons who acquired BioCryst common stock or Idera common stock pursuant to the exercise of options or otherwise as compensation.

For purposes of this discussion, a "*U.S. holder*" is a beneficial owner of BioCryst common stock or Idera common stock that is:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) that is subject to the primary supervision of a court within the United States and all the substantial decisions of which are controlled by one or more U.S. persons or (ii) that has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If a partnership (or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds BioCryst common stock or Idera common stock, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partners of partnerships holding BioCryst common stock or Idera common stock should consult their own tax advisors.

THE FOLLOWING DISCUSSION DOES NOT PURPORT TO BE A COMPLETE ANALYSIS OR DISCUSSION OF ALL OF THE POTENTIAL TAX CONSEQUENCES OF THE MERGERS. PLEASE CONSULT YOUR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE MERGERS, INCLUDING TAX RETURN REPORTING REQUIREMENTS AND THE APPLICABILITY AND EFFECT OF U.S. FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX LAWS IN LIGHT OF YOUR PARTICULAR CIRCUMSTANCES.

General

It is a condition to BioCryst's obligation to complete the BioCryst merger that BioCryst receive an opinion from Skadden, dated as of the closing date, to the effect that the BioCryst merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Code or, alternatively, the mergers together will be treated as an "exchange" described in Section 351 of the Code. It is a condition to Idera's obligation to complete the Idera merger that Idera receive an opinion from Latham, dated as of the closing date, to the effect that the mergers together will be treated as an "exchange" described in Section 351 of the Code.

These opinions will be based on customary assumptions and representations from BioCryst and Idera, as well as certain covenants and undertakings by Holdco, BioCryst, Idera, Merger Sub A and Merger Sub B. If any of the assumptions, representations, covenants or undertakings is incorrect, incomplete or inaccurate or is violated, the validity of the opinions described above may be affected and the tax consequences of the mergers could differ, perhaps substantially, from those described in this joint proxy statement/prospectus.

An opinion of counsel represents counsel's best legal judgment but is not binding on the IRS or any court, so there can be no certainty that the IRS will not challenge the conclusions reflected in the opinion or that a court would not sustain such a challenge. Neither BioCryst nor Idera intends to obtain a ruling from the IRS regarding the qualification of the BioCryst merger as a "reorganization" within the meaning of Section 368(a) of the Code nor of the treatment of the mergers together as an "exchange" described in Section 351 of the Code. If the IRS were to successfully challenge the treatment of the mergers describe above, the tax consequences could differ, perhaps substantially, from those described in this joint proxy statement/prospectus. The following discussion assumes the receipt and accuracy of the opinions described above.

U.S. Federal Income Tax Consequences of the Mergers to U.S. Holders of BioCryst Common Stock and Idera Common Stock

Exchange of BioCryst Common Stock and Idera Common Stock for Holdco Common Stock

Subject to the discussion below relating to the receipt of cash in lieu of fractional shares, a U.S. holder of BioCryst common stock or Idera common stock that receives shares of Holdco common stock in the mergers:

- will not recognize any gain or loss upon the exchange of shares of BioCryst common stock or Idera common stock for shares of Holdco common stock in the BioCryst merger or the Idera merger, respectively;
- will have a tax basis in the shares of Holdco common stock received in the BioCryst merger or the Idera merger (including fractional shares for which cash is received) equal to the tax basis of the shares of BioCryst common stock or Idera common stock, respectively, surrendered in exchange therefor; and

- will have a holding period for shares of Holdco common stock received in the BioCryst merger or the Idera merger (including fractional shares for which cash is received) that includes its holding period for its shares of BioCryst common stock or Idera common stock, respectively, surrendered in exchange therefor.

Cash in Lieu of Fractional Shares

No fractional shares of Holdco common stock will be distributed to stockholders of BioCryst or Idera in connection with the mergers. A U.S. holder that receives cash in lieu of fractional shares of Holdco common stock as a part of the mergers will generally recognize capital gain or loss measured by the difference between the cash received for such fractional shares and the portion of the U.S. holder's tax basis in the shares of BioCryst common stock or Idera common stock allocable to the fractional shares. Such capital gain or loss will generally be long term capital gain or loss if the holding period for such fractional shares of Holdco common stock is more than one year. Long term capital gain of certain non-corporate taxpayers, including individuals, is generally taxed at preferential rates. The deductibility of capital losses is subject to limitations.

U.S. holders that acquired different blocks of BioCryst common stock or Idera common stock at different times or different prices should consult their tax advisor regarding the manner in which gain or loss should be determined in their specific circumstances.

Information Reporting and Backup Withholding

Certain U.S. holders of BioCryst common stock or Idera common stock may be subject to information reporting and backup withholding of U.S. federal income tax with respect to any cash received in lieu of fractional shares of Holdco common stock pursuant to the mergers. Backup withholding will not apply, however, to a U.S. holder that furnishes a correct taxpayer identification number and certifies that it is not subject to backup withholding on IRS Form W-9 or is otherwise exempt from backup withholding and provides proof of the applicable exemption. Backup withholding is not an additional tax and any amounts withheld will be allowed as a refund or credit against the U.S. holder's U.S. federal income tax liability, if any, provided that such U.S. holder timely furnishes the required information to the U.S. Internal Revenue Service.

Table of Contents

ACCOUNTING TREATMENT

Holdco prepares its financial statements in accordance with GAAP. The mergers will be accounted for using the acquisition method of accounting with Idera being considered the acquirer of BioCryst for accounting purposes. This means that Idera will allocate the purchase price to the fair value of BioCryst tangible and intangible assets and liabilities at the acquisition date, with the excess purchase price being recorded as goodwill. Under the acquisition method of accounting, goodwill is not amortized but is tested for impairment at least annually.

Although the business combination of Idera and BioCryst is a "merger of equals," GAAP requires that one of the two companies in the merger be designated as the acquirer for accounting purposes based on the evidence available. Based on a comprehensive review of the requirements of ASC 805, *Business Combinations*, management of Idera and BioCryst concluded that Idera is the accounting acquirer based on a number of factors, including (i) the composition of management of Holdco, including the current chief executive officer of Idera who will be the chief executive officer of Holdco, as well as the designation of other Idera personnel in senior management positions of Holdco (the most determinative factor in the analysis), and (ii) the Holdco Board will be evenly split between former directors of Idera and BioCryst, with no such director having the ability to cast a tie breaking vote. As a result, the historical financial statements of Idera will become the historical financial statements of the combined company.

SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION OF IDERA AND BIOCRYST

The following table shows summary unaudited pro forma condensed combined financial information, which we refer to as the summary pro forma financial information, about the financial condition and results of operations of Holdco, after giving effect to the mergers, which were prepared using the acquisition method of accounting with Idera designated as the accounting acquirer of BioCryst. See the sections titled "Accounting Treatment" and "Selected Unaudited Pro Forma Condensed Combined Financial Information of Idera and BioCryst" beginning on pages 140 and 141, respectively, of this joint proxy statement/prospectus for more information.

The summary pro forma financial information is presented for illustrative purposes only and is not necessarily indicative of the operating results or financial position that would have occurred if the mergers had been completed as of the beginning of the period presented, nor are they necessarily indicative of the future operating results or financial position of the combined company. In addition, the summary pro forma financial information includes adjustments which are preliminary and may be revised. There can be no assurance that such revisions will not result in material changes to the information presented. The summary pro forma financial information does not include estimated cost or growth synergies, adjustments related to restructuring or integration activities, future acquisitions or disposals not yet known or probable, including those that may be required by regulatory or governmental authorities in connection with the mergers, or impacts of merger-related change in control provisions that are currently not factually supportable and/or probable of occurring.

The summary pro forma financial information has been derived from and should be read in conjunction with the consolidated financial statements, in the case of BioCryst, the financial statements, in the case of Idera, and the related notes of both Idera and BioCryst, as filed with their respective Annual Reports on Form 10-K for the fiscal year ended December 31, 2017 and their respective Quarterly Reports on Form 10-Q for the three months ended March 31, 2018, and any amendments thereto, which are incorporated by reference in this joint proxy statement/prospectus, and the more detailed unaudited pro forma condensed combined financial information, including the notes thereto, appearing elsewhere in this joint proxy statement/prospectus. See the sections titled "Where You Can Find More Information" and "Selected Unaudited Pro Forma Condensed Combined Financial Information of Idera and BioCryst" beginning on pages 172 and 141, respectively, of this joint proxy statement/prospectus.

Summary Unaudited Pro Forma Condensed Combined Financial Information

(in thousands except per share amounts)	As of or for the Three Months Ended March 31, 2018	For the Year Ended December 31, 2017
Pro Forma Condensed Combined Statement of Income Data		
Total revenues	$ 4,231	$ 24,368
Loss from operations	$ (35,504)	$ (127,522)
Net loss	$ (38,237)	$ (132,851)
Loss per share, basic and diluted	$ (0.43)	$ (1.65)
Pro Forma Condensed Balance Sheet Data		
Total assets	$ 738,012	
Total liabilities	$ 164,935	
Total equity	$ 573,077	

Table of Contents

Unaudited Pro Forma Condensed Combined Financial Statements

The following unaudited pro forma condensed combined financial statements give effect to the mergers and was prepared in accordance with the regulations of the SEC. Based on a comprehensive review of the requirements of ASC 805, *Business Combinations*, management concluded that Idera is the accounting acquirer based on a number of factors, including (i) the composition of management of Holdco, including the current chief executive officer of Idera who will be the chief executive officer of Holdco, as well as the designation of other Idera personnel in senior management positions of Holdco (the most determinative factor in the analysis), and (ii) the Holdco Board will be evenly split between former directors of Idera and BioCryst, with no such director having the ability to cast a tie breaking vote. As a result, the historical financial statements of Idera will become the historical financial statements of the combined company.

The mergers are considered a business combination and therefore will be accounted for under the acquisition method of accounting under GAAP. Under the acquisition method of accounting for purposes of these unaudited pro forma condensed combined financial statements, management of Idera and BioCryst have determined a preliminary estimated purchase price, calculated as described in Note 2 to these unaudited pro forma condensed combined financial statements. The BioCryst assets acquired and liabilities assumed in connection with the mergers are recorded at their estimated acquisition date fair values. A final determination of these estimated fair values will be based on the actual net assets of BioCryst that exist as of the date of completion of the mergers.

The unaudited pro forma condensed combined balance sheet as of March 31, 2018 assumes that the closing of the mergers took place on March 31, 2018 and combines the historical balance sheets of Idera and BioCryst as of such date. The unaudited pro forma condensed combined statement of operations for the three months ended March 31, 2018 and the year ended December 31, 2017 assumes that the closing of the mergers took place as of January 1, 2017, the beginning of the earliest period presented, and combines the historical results of Idera and BioCryst for the three months ended March 31, 2018 and the year ended December 31, 2017, respectively. The historical financial statements of Idera and BioCryst, which are included elsewhere in this joint proxy statement/prospectus have been adjusted to give pro forma effect to events that are (i) directly attributable to the mergers, (ii) factually supportable, and (iii) with respect to the statements of operations, expected to have a continuing impact on the combined results.

The unaudited pro forma condensed combined financial statements are based on the assumptions and adjustments that are described in the accompanying notes. The unaudited pro forma condensed combined financial statements and pro forma adjustments have been prepared based on preliminary estimates of fair value of assets acquired and liabilities assumed. Differences between these preliminary estimates and the final acquisition accounting will occur and these differences could have a material impact on the accompanying unaudited pro forma condensed combined financial statements and the continuing company's future results of operations and financial position. The actual amounts recorded as of the completion of the mergers may differ materially from the information presented in these unaudited pro forma combined financial statements as a result of the amount of cash used for BioCryst operations prior to the closing of the mergers, changes in the fair value of a share of BioCryst common stock, the timing of the closing of the mergers, and other changes in BioCryst assets and liabilities that occur prior to the completion of the mergers.

The unaudited pro forma condensed combined financial statements do not give effect to the potential impact of current financial conditions, regulatory matters, operating efficiencies, synergies or other savings or expenses that may be associated with the integration of the two companies. The unaudited pro forma condensed combined financial statements have been prepared for illustrative purposes only and are not necessarily indicative of the financial position or results of operations in future periods or the results that actually would have been realized had Idera and BioCryst been a combined company during the specified periods.

The unaudited pro forma condensed combined financial statements, including the notes thereto, should be read in conjunction with the separate Idera and BioCryst historical financial statements included elsewhere in this joint proxy statement/prospectus.

Table of Contents

Unaudited Pro Forma Condensed Combined Balance Sheet
as of March 31, 2018
(in thousands)

	Idera Pharmaceuticals, Inc.	BioCryst Pharmaceuticals, Inc.	Pro Forma Adjustmnts	Notes	Pro Forma Combined
ASSETS					
Current assets:					
Cash and cash equivalents	$ 107,459	$ 43,767	$ (40,919)	**A**	$ 110,307
Restricted cash	—	4,599	—		4,599
Investments	—	47,540	—		47,540
Receivables from collaboration	—	5,694	—		5,694
Inventory	—	7	—		7
Prepaid expenses and other current assets	2,651	2,397	—		5,048
Deferred collaboration expense	—	152	(152)	**E**	—
Total current assets	**110,110**	**104,156**	**(41,071)**		**173,195**
Investments	—	41,599	—		41,599
Property and equipment, net	1,320	9,395	—		10,715
Intangible assets	—	—	421,800	**B**	421,800
Goodwill	—	—	90,160	**C**	90,160
Deferred collaboration expense	—	—	—		—
Restricted cash and other assets	321	222	—		543
Total assets	**$ 111,751**	**$ 155,372**	**$ 470,889**		**$ 738,012**
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)					
Current liabilities:					
Accounts payable	$ 1,668	$ 3,588	$ (490)	**A**	$ 4,766
Accrued expenses	10,224	15,624	(7,413)	**D,A**	18,435
Current portion of note payable	131	—	—		131
Interest payable	—	13,465	(181)	**F**	13,284
Deferred collaboration revenue	376	7,300	(7,300)	**E**	376
Lease financing obligation	—	76	—		76
Senior credit facility	—	6,497	(6,497)	**F**	—
Non-recourse note payable	—	28,792	(13,792)	**G**	15,000
Total current liabilities	**12,399**	**75,342**	**(35,673)**		**52,068**
Deferred collaboration revenue	—	—	—		—
Deferred rent	—	131	(131)	**D**	—
Lease financing obligation	—	2,731	—		2,731
Senior credit facility	—	15,114	(15,114)	**F**	—
Deferred tax liabilities	—	—	109,668	**H**	109,668

Other liabilities	468	—	—		468
Total liabilities	**12,867**	**93,318**	**58,750**		**164,935**
Stockholders' equity (deficit):					
Preferred stock	—	—	—		—
Common stock	216	987	(277)	**I,J**	926
Additional paid-in capital	723,257	718,037	(210,434)	**I,J,K**	1,230,860
Accumulated other comprehensive loss	—	(476)	476	**I**	—
Accumulated deficit	(624,589)	(656,494)	622,374	**A,I,J,K**	(658,709)
Total stockholders' equity (deficit)	**98,884**	**62,054**	**412,139**		**573,077**
Total liabilities and stockholders' equity (deficit)	**$ 111,751**	**$ 155,372**	**$ 470,889**		**$ 738,012**

See accompanying notes to the unaudited pro forma condensed combined financial statements.

Table of Contents

Unaudited Pro Forma Condensed Combined Statement of Operations for the Three Months Ended March 31, 2018 (in thousands except per share data)

	Idera Pharmaceuticals, Inc.	BioCryst Pharmaceuticals, Inc.	Pro Forma Adjustments	Notes	Pro Forma Combined
Revenues:					
Product sales	$ —	$ —	$ —		$ —
Royalty revenue	—	3,661	—		3,661
Collaborative and other research and development	255	315	—		570
Total revenues	255	3,976	—		4,231
Expenses:					
Cost of product sold (exclusive of amortization of intangibles)	—	—	—		—
Amortization of intangibles	—	—	1,146	**M**	1,146
Research and development	13,556	18,441	—		31,997
General and administrative	6,979	7,609	(8,136)	**A**	6,452
Royalty	—	140	—		140
Total operating expenses	20,535	26,190	(6,990)		39,735
Loss from operations	(20,280)	(22,214)	6,990		(35,504)
Non-operating income (expense):					
Interest and other income	211	462	—		673
Interest expense	(7)	(2,221)	645	**N**	(1,583)
Gain (loss) on foreign currency derivative	—	(1,804)	—		(1,804)
Foreign currency exchange (loss) gain	(19)	—	—		(19)
Loss before income taxes	(20,095)	(25,777)	7,635		(38,237)
Income tax expense	—	—	—		—
Net loss	$ (20,095)	$ (25,777)	$ 7,635		$ (38,237)
Net loss per share, basic and diluted	$ (0.10)	$ (0.26)			$ (0.43)
Weighted average common shares outstanding, basic and diluted	199,037	98,592			89,166

See accompanying notes to the unaudited pro forma condensed combined financial statements.

Table of Contents

Unaudited Pro Forma Condensed Combined Statement of Operations
for the Year Ended December 31, 2017
(in thousands except per share data)

	Idera Pharmaceuticals, Inc.	BioCryst Pharmaceuticals, Inc.	Pro Forma Adjustments	Notes	Pro Forma Combined
Revenues:					
Product sales	$ —	$ 1,501	$ —		$ 1,501
Royalty revenue	—	10,543	(200)	L	10,343
Collaborative and other research and development	902	13,142	(1,520)	L	12,524
Total revenues	902	25,186	(1,720)		24,368
Expenses:					
Cost of product sold (exclusive of amortization of intangibles)	—	1,142	—		1,142
Amortization of intangibles	—	—	4,586	M	4,586
Research and development	50,653	66,962	(60)	L	117,555
General and administrative	16,716	13,933	(2,588)	A	28,061
Royalty	—	560	(14)	L	546
Total operating expenses	67,369	82,597	1,924		151,890
Loss from operations	(66,467)	(57,411)	(3,644)		(127,522)
Non-operating income (expense):					
Interest and other income	574	1,015	—		1,589
Interest expense	(50)	(8,565)	2,559	N	(6,056)
Gain (loss) on foreign currency derivative	—	(821)	—		(821)
Foreign currency exchange (loss) gain	(41)	—	—		(41)
Loss before income taxes	(65,984)	(65,782)	(1,085)		(132,851)
Income tax expense	—	—	—		—
Net loss	$ (65,984)	$ (65,782)	$ (1,085)		$ (132,851)
Net loss per share, basic and diluted	$ (0.42)	$ (0.78)			$ (1.65)
Weighted average common shares outstanding, basic and diluted	157,398	84,451			80,703

See accompanying notes to the unaudited pro forma condensed combined financial statements.

Table of Contents

Notes to the Unaudited Pro Forma Condensed Combined Financial Statements

1. Description of Transaction and Basis of Presentation

Description of Transaction

On January 21, 2018, the BioCryst board and the Idera board unanimously approved, and BioCryst and Idera have entered into, the merger agreement with respect to a strategic business combination. Pursuant to the terms of the merger agreement, (i) Merger Sub A will merge with and into Idera, with Idera surviving as a wholly owned subsidiary of Holdco, and (ii) Merger Sub B will merge with and into BioCryst, with BioCryst surviving as a wholly owned subsidiary of Holdco. Upon completion of the mergers, BioCryst and Idera, and their respective subsidiaries, shall become wholly owned subsidiaries of Holdco.

At the effective time of the mergers, (i) each issued and outstanding share of BioCryst common stock will be converted into the right to receive 0.50 of a newly issued share of Holdco common stock, (ii) each issued and outstanding share of Idera common stock will be converted into the right to receive 0.20 of a newly issued share of Holdco common stock and (iii) each issued and outstanding share of Idera preferred stock will be converted into the right to receive an amount of Holdco common stock based on its liquidation preference. The exchange ratios will not be adjusted for changes in the market price or number of shares outstanding of either Idera common stock or BioCryst common stock between the date of signing the merger agreement and completion of the mergers.

Upon closing of the mergers, BioCryst stockholders (including holders of securities convertible, exchangeable or exercisable for shares of BioCryst common stock) will beneficially own approximately 51.6% of Holdco, and Idera stockholders (including holders of securities convertible, exchangeable or exercisable for shares of Idera common stock) immediately prior to the effective time of the mergers will beneficially own 48.4% of Holdco, each calculated on a fully diluted basis using the treasury stock method. Upon closing of the mergers, the name of the combined company will become Valenscion Incorporated and shares of the combined company are expected to continue trading on the Nasdaq.

In addition, as of the effective time of the mergers, each BioCryst stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will vest in full and be assumed by Holdco and converted into a Holdco stock option based on the BioCryst exchange ratio (0.50). Each converted Holdco stock option will be subject to the same terms and conditions (other than vesting) as applied to the original BioCryst stock option immediately prior to the effective time of the mergers, except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the BioCryst stock option multiplied by the BioCryst exchange ratio, at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the BioCryst stock option divided by the BioCryst exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement. Additionally, each BioCryst RSU that is outstanding immediately prior to the effective time of the mergers will be assumed by Holdco and will vest in full and be converted into a Holdco RSU based on the BioCryst exchange ratio. Each converted Holdco RSU will be subject to the same terms and conditions as applied to the original BioCryst RSU immediately prior to the effective time of the mergers.

As of the effective time of the mergers, each Idera stock option that is outstanding and unexercised immediately prior to the effective time of the mergers, whether or not then vested or exercisable, will be assumed by Holdco and converted into a Holdco stock option based on the Idera exchange ratio (0.20). In addition, each such stock option will vest in full, other than Idera stock options held by an individual who is a party to a Severance and Change of Control Agreement. Each converted Holdco stock option will be subject to the same terms and conditions (other than, in the case described above, vesting) as applied to the original Idera stock option immediately prior to the effective time of the mergers, except that it will be exercisable for that number of whole shares of Holdco common stock (rounded down to the nearest whole share) equal to the number of shares subject to the Idera stock option multiplied by the Idera exchange ratio, at an exercise price per share (rounded up to the nearest whole cent) equal to the exercise price per share applicable to the Idera stock option divided by the Idera exchange ratio. This treatment will be subject to certain provisions of the Code, as described in the merger agreement.

Basis of Presentation

The unaudited pro forma condensed combined financial statements use the historical financial statements of Idera and BioCryst, which are prepared in accordance with GAAP, and include pro forma adjustments to present the pro forma financial position and results of operations of the combined company pursuant to the rules and regulations of Article 11 of Regulation S-X of the SEC. The historical financial statements of Idera and BioCryst have only been adjusted to show pro forma effects that are (i) directly attributable to the mergers, (ii) factually supportable, and (iii) with respect to the statements of operations, expected to have a continuing impact on the combined results.

The unaudited pro forma condensed combined balance sheet as of March 31, 2018 is presented as if the mergers had been completed on March 31, 2018. The unaudited pro forma condensed combined statements of operations for the three months ended March 31, 2018 and for the year ended December 31, 2017 assumes that the mergers took place as of January 1, 2017, the beginning of the earliest period presented and combines the historical results of Idera and BioCryst for the three months ended March 31, 2018 and for the year ended December 31, 2017, respectively. Based on the terms of the mergers, Idera has been determined to be the acquiring company for accounting purposes and the mergers will be accounted for as a business combination in accordance with GAAP. Accordingly, the assets and liabilities of Idera will be reported as of the closing date of the mergers at their respective historical carrying values and the acquired net assets of BioCryst will be recorded as of the closing date of mergers at their fair values. For the purpose of these unaudited pro forma condensed combined financial statements, management of Idera and BioCryst have determined a preliminary estimated purchase price for the business combination, and such amount has been calculated as described in Note 2 to these unaudited pro forma condensed combined financial statements. The net assets acquired in connection with the mergers are at their estimated fair values. A final determination of these estimated fair values will be based on the actual net acquired assets of BioCryst as of the closing date of the mergers.

2. Preliminary Purchase Price

The estimated preliminary purchase price, which represents the consideration transferred to BioCryst equity holders in the mergers, is calculated based on the number of shares of Holdco common stock that BioCryst equity holders will own as of the closing of the mergers, as well as a portion of BioCryst equity awards that will be exchanged for Holdco equity awards. The accompanying unaudited pro forma condensed combined financial statements reflect an estimated purchase price of approximately $484 million, which consists of the following (in thousands except for per share amounts):

Estimated fair value of BioCryst shares issued and outstanding(1)	$ 463,969
Estimated fair value of BioCryst stock options and RSUs(2)	20,300
Total preliminary estimated purchase price	$ 484,269

(1) The estimated fair value of BioCryst shares issued and outstanding was based upon the estimated fair value of Holdco common stock of $9.40 per share as of May 4, 2018, which was determined by dividing the aggregate market capitalization of Idera and BioCryst by

the aggregate number of fully diluted shares outstanding as of such date, taking into account the Idera and BioCryst exchange ratios.

(2) The estimated fair value of BioCryst options and BioCryst RSUs includes the fair value of both vested BioCryst options and BioCryst RSUs and the portion of the fair value of unvested BioCryst options and BioCryst RSUs that relates to the precombination service period. The estimated fair value of BioCryst options were determined using the Black Scholes option pricing model, and the estimated fair value of BioCryst RSUs was estimated using the estimated market price of Holdco common stock of $9.40 as of May 4, 2018.

The actual number of Holdco shares of common stock issued to BioCryst stockholders upon the completion of the mergers will be based on the actual number of shares of BioCryst common stock issued and outstanding when the mergers close, and the valuation of those shares will be based on the per share price of Holdco common stock at that time. Likewise, the number of BioCryst options and BioCryst RSUs that will be converted into Holdco options and Holdco RSUs upon completion of the mergers will be based on the actual number of awards that are outstanding when the mergers close, and the valuation of these awards will also utilize the estimated per share price of Holdco common stock at that time. Accordingly, the total purchase price for the mergers could differ from the amount in the unaudited proforma condensed combined financial statements, and that difference could be material. A 10% increase (decrease) to the Holdco common stock price would increase (decrease) the purchase price by $49.5 million, with a corresponding change to goodwill. Therefore, the estimated consideration expected to be transferred reflected in these unaudited pro forma condensed combined financial statements does not purport to represent what the actual consideration transferred will be when the mergers are completed.

Under the acquisition method of accounting, the total purchase price and the acquired tangible and intangible assets and assumed liabilities of BioCryst are recorded based on their estimated fair values as of the closing date of the mergers. The excess of the consideration paid over the estimated fair values of net assets acquired will be recorded as goodwill on the unaudited condensed combined consolidated balance sheet.

The preliminary purchase price to acquire BioCryst is based on the estimated fair value of Holdco common stock, as of May 4, 2018. The preliminary purchase price was allocated among the assets acquired and liabilities assumed using BioCryst's balance sheet as of March 31, 2018 as follows (in thousands):

Consideration paid:	
Shares of Holdco common stock issued to BioCryst stockholders	$ 463,969
Estimated fair value of BioCryst stock options and RSUs assumed	20,300
Total consideration paid	$ 484,269
Assets acquired:	
Cash and cash equivalents	$ 20,735
Restricted cash	4,599
Investments	89,361
Receivables from collaboration	5,694
Inventory	7
Prepaid expenses and other assets	2,397
Property and equipment	9,395
Intangible assets	421,800
Goodwill	90,160
Total assets acquired	644,148
Liabilities assumed:	
Accounts payable and accrued expenses	19,120
Non-recourse note payable	15,000
Interest payable	13,284
Lease financing obligations	2,807
Deferred tax liabilities	109,668
Total liabilities assumed	159,879
Net assets acquired	$ 484,269

The fair value estimates are preliminary because the mergers have not yet been completed. Identifiable intangible assets are required to be measured at fair value and these acquired assets could include assets that are not intended to be used or sold or that are intended to be used in a manner other than their highest and best use. For purposes of these unaudited pro forma condensed combined financial statements, the combined company assumed that all assets will be used in a manner that represents the highest and best use of those assets.

Identifiable intangible assets acquired include the following in-process research and development:

Peramivir Product Rights	$ 32,100
In-Process Research and Development	389,700
	$ 421,800

The estimated fair value of the acquired intangible assets are based on a preliminary valuation as of March 31, 2018. The fair value of the "Peramivir Product Rights" was determined using the income approach, including the application of probability factors related to the likelihood of success of entry into various territories. The estimated useful life of the Peramivir Product Rights is seven years for purposes of recognizing amortization expense. The fair value of the acquired in-process research and development represents the estimated fair value of BioCryst's research and development pipeline. Management of Idera and BioCryst estimated the fair value of in-process research and development projects using the multi-period excess earnings method which is a variation of the income approach. It also took into consideration information and certain program-related documents and forecasts prepared by management.

The fair value of in-process research and development is capitalized as of the acquisition date and is subsequently accounted for as indefinite-lived intangible assets until completion or abandonment of the associated research and development efforts. Accordingly, during the development period after the completion of the mergers, these assets will not be amortized into earnings; instead, these assets will be subject to periodic impairment testing. Upon successful completion of the development process for an acquired in-process research and development project, determination as to the useful life of the asset will be made. The asset would then be considered a finite-lived intangible asset and amortization of the asset into earnings would begin over the remaining estimated useful life of the asset.

Goodwill represents the excess of the preliminary acquisition consideration over the estimated fair values of net assets acquired. Goodwill will not be amortized but will be tested for impairment at least annually or whenever certain indicators of impairment are present. In the future, if it is determined that goodwill is impaired, an impairment charge would be recorded at that time. Qualitative factors supporting the recognition of goodwill due to the mergers include the combined company's anticipated enhanced ability to secure additional capital, gain operational synergies, and the potential value created by having a more robust clinical development portfolio. The goodwill is not expected to be deductible for income tax purposes.

The final determination of the fair value estimates is anticipated to be completed as soon as practicable after completion of the mergers and will be based on the fair values of the assets acquired and liabilities assumed as of the closing date of the mergers. The final amounts recorded for the assets acquired and liabilities assumed could differ significantly from the amounts presented in the unaudited pro forma condensed combined financial statements.

3. Pro Forma Adjustments

The unaudited pro forma condensed combined financial statements include pro forma adjustments to the historical financial statements of Idera and BioCryst that are (i) directly attributable to the mergers, (ii) factually supportable, and (iii) with respect to the unaudited pro forma condensed combined statements of operations, expected to have a continuing impact on the results of operations of the combined company.

Based on Idera's management's review of BioCryst's summary of significant accounting policies, the nature and amount of any adjustments to the historical financial statements of BioCryst to conform to the accounting policies of Idera are not expected to be significant.

Table of Contents

The pro forma adjustments, based on preliminary estimates that may change significantly as additional information is obtained, are as follows:

A. To record transaction costs in connection with the merger and settlement of the BioCryst Senior Credit Facility.

	BioCryst Pharmaceuticals, Inc.	Idera Pharmaceuticals, Inc.	Total
Transaction costs	$ (10,690)	$ (10,110)	$ (20,800)
Settlement of debt	$ (23,032)	$ —	$ (23,032)

	BioCryst Pharmaceuticals, Inc.	Idera Pharmaceuticals, Inc.	Total
Accounts payable	$ (281)	$ (209)	$ (490)
Accrued expense	$ (4,287)	$ (3,034)	$ (7,321)

	BioCryst Pharmaceuticals, Inc.	Idera Pharmaceuticals, Inc.	Three Months Ended March 31, 2018
Expensed	$ (4,742)	$ (3,394)	$ (8,136)

	BioCryst Pharmaceuticals, Inc.	Idera Pharmaceuticals, Inc.	Year Ended December 31, 2017
Expensed	$ (1,460)	$ (1,128)	$ (2,588)

B. To record the estimated acquired intangible assets as a result of the mergers.

C. To record estimated goodwill as a result of the mergers.

D. To eliminate BioCryst deferred rent balance as a result of the mergers.

Accrued expenses	$ (92)
Deferred rent, net of current portion	(131)
	$ (223)

E. To record BioCryst's deferred revenue and deferred collaboration expense at its fair value as a result of the merger.

Deferred Revenue	Current Portion	Long Term Portion	Total
Estimated fair value	$ —	$ —	$ —
Carrying value	7,300	—	7,300
Pro forma adjustment	$ (7,300)	$ —	$ (7,300)

Deferred Collaboration Expense	Current Portion	Long Term Portion	Total
Estimated fair value	$ —	$ —	$ —
Carrying value	152	—	152
Pro forma adjustment	$ (152)	$ —	$ (152)

F. To record settlement of the outstanding principal and interest in connection with the outstanding long-term debt of BioCryst that will be terminated upon consummation of the mergers. The pro forma adjustment also reflects the end of term payment and the prepayment charge of $1.2 million and $0.4 million, respectively.

	Principal, Final Payment and Prepayment Fee	Accrued Interest	Debt Discount
Interest payable	$ —	$ (181)	$ —
Current portion	(6,900)		403
Long-term portion	(15,951)		411
Total	$ (22,851)	$ (181)	$ 814

G. To record BioCryst's non-recourse note payable at its fair value as a result of the mergers.

Estimated fair value	$ 15,000
Carrying value	28,792
Pro forma adjustment	$ (13,792)

H. To record estimated deferred tax liabilities of $109.7 million associated with the fair value adjustment for intangible assets using a statuory tax rate of approximately 26%. The estimated statutory tax rate is a blended federal and state tax rate and considers the tax rates that will be in effect when the proposed mergers are completed in 2018.

I. To eliminate the historical carrying values of BioCryst's equity.

	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit
Historical carrying value	(987)	(718,037)	476	656,494

J. To record the acquisition of BioCryst and adjust the Idera historical shares outstanding for the exchange ratio as a result of the mergers.

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Exchange ratio adjustment	(172,876,116)	$ 216	$ (216)	$ —	$ —	$ —
Issuance of shares to BioCryst in connection with merger	49,358,428	494	463,475	—	—	463,969
Estimated fair value of BioCryst stock options and RSUs in connection with the merger	—	—	20,300	—	—	20,300
Recording of transaction costs	—	—	—	—	(10,076)	(10,076)
	(123,517,688)	$ 710	$ 483,559	$ —	$ (10,076)	$ 474,193

K. The combined company expects to record post-combination compensation expense of $13.0 million related to its decision to accelerate the unvested share-based awards of BioCryst in contemplation of the mergers. Additionally, the combined company will record a post-combination compensation expense of $11.1 million related to the automatic acceleration of vesting for Idera share-based

awards. This amount is excluded from the unaudited pro-forma condensed combined statements of operations because it is a charge directly attributable to the mergers that will not have a continuing impact on the combined company's operations; however, the amount is reflected as a reduction to retained earnings in the unaudited pro forma balance sheet.

	Additional Paid in Capital	Retained Earnings
BioCryst stock option expense	$ 12,952	$ (12,952)
Idera stock option expense	11,092	(11,092)
Pro forma adjustment	$ 24,044	$ (24,044)

L. To eliminate revenue and related collaboration expense recognized from upfront payments.

	Three Months Ended March 31, 2018	Year Ended December 31, 2017
Royalty revenue	$ —	$ (200)
Collaborative and other research and development	$ —	$ (1,520)
Pro forma adjustment	$ —	$ (1,720)

	Three Months Ended March 31, 2018	Year Ended December 31, 2017
Research and development	$ —	$ (60)
Royalty	$ —	$ (14)
Pro forma adjustment	$ —	$ (74)

BioCryst's adoption of ASC 606, *Revenue from Contracts with Customers*, in 2018, resulted in deferred revenue from collaboration being adjusted through accumulated deficit. As a result, there are no pro forma adjustments for the three months ended March 31, 2018.

M. To record the amortization expense in connection with acquired intangible associated with product rights with a preliminary estimated useful life of seven years.

	Three Months Ended March 31, 2018	For the Year Ended December 31, 2017
Amortization expense	$ 1,146	$ 4,586

N. To eliminate BioCryst's historical interest expense in connection with the settlement of the Senior Credit Facility.

	Three Months Ended March 31, 2018	For the Year Ended December 31, 2017
Interest expense	$ 645	$ 2,559

Table of Contents

COMPARATIVE STOCK PRICE DATA AND DIVIDENDS

Stock Prices

Shares of Idera common stock are listed for trading on the Nasdaq under the symbol "IDRA." Shares of BioCryst common stock are listed for trading on the Nasdaq under the symbol "BCRX." The following table sets forth the closing sales prices per share of Idera common stock and BioCryst common stock, on an actual and equivalent per share basis, on the Nasdaq on the following dates:

- January 19, 2018, the last full trading day prior to the public announcement of the mergers; and
- May 1, 2018, the latest practicable date for which this information could be calculated prior to the filing of this joint proxy statement/prospectus.

	Idera Common Stock	BioCryst Common Stock	Holdco Equivalent Per Idera Share(1)	Holdco Equivalent Per BioCryst Share(2)
January 19, 2018	$ 2.55	$ 5.59	$ 0.51	$ 2.80
May 1, 2018	$ 1.56	$ 4.88	$ 0.31	$ 2.44

(1) The equivalent per share data for Idera common stock has been determined by multiplying the market price of one share of Idera common stock on each of the dates by the Idera exchange ratio of 0.20.

(2) The equivalent per share data for BioCryst common stock has been determined by multiplying the market price of one share of BioCryst common stock on each of the dates by the BioCryst exchange ratio of 0.50.

The following table sets forth, for the periods indicated, the high and low sales prices per share of Idera common stock and BioCryst common stock on the Nasdaq trade reporting system. For current price information, you should consult publicly available sources.

	Idera		BioCryst	
	High	Low	High	Low
Calendar Year 2015				
Three months ended March 31, 2015	$ 5.48	$ 3.25	$ 12.71	$ 7.85
Three months ended June 30, 2015	3.92	2.65	16.43	8.50
Three months ended September 30, 2015	4.16	2.27	16.83	10.26
Three months ended December 31, 2015	4.42	2.65	12.88	8.01
Calendar Year 2016				
Three months ended March 31, 2016	$ 3.10	$ 1.50	$ 10.24	$ 1.63
Three months ended June 30, 2016	2.14	1.19	4.03	2.49
Three months ended September 30, 2016	3.33	1.52	5.80	2.82
Three months ended December 31, 2016	2.66	1.43	7.56	3.75
Calendar Year 2017				
Three months ended March 31, 2017	$ 2.60	$ 1.30	$ 9.25	$ 4.20
Three months ended June 30, 2017	2.62	1.51	8.80	5.02
Three months ended September 30, 2017	2.39	1.68	6.22	3.95
Three months ended December 31, 2017	2.87	1.32	5.35	4.12
Calendar Year 2018				
Three months ended March 31, 2018	$ 2.55	$ 1.71	$ 5.92	$ 4.25
Period April 1 through May 7, 2018	$ 1.90	$ 1.51	$ 5.60	$ 4.53

Dividends

Upon completion of the mergers, any future determination regarding dividend or distribution payments will be at the discretion of the Holdco board, subject to applicable limitations under the DGCL.

Table of Contents

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS OF BIOCRYST

The following table sets forth, as of April 30, 2018, certain information regarding the ownership of BioCryst common stock by (1) each of BioCryst's named executive officers and directors; (2) all of BioCryst's executive officers and directors as a group; and (3) each person known to BioCryst to be the beneficial owner of more than 5% of BioCryst common stock. Unless otherwise noted below, the address for each person listed in the table is the principal executive offices of BioCryst.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership(1)	Percent of Class(2)
5% Stockholders		
Baker Bros. Advisors LP and related persons 667 Madison Avenue, 21st Floor New York, NY 10021	14,080,631(3)	14.26%
BlackRock, Inc. 55 East 52nd Street New York, NY 10022	7,614,280(4)	7.71%
Great Point Partners, LLC and related persons 165 Mason Street, 3rd Floor Greenwich, CT 06830	7,478,275(5)	7.58%
Deerfield Mgmt, L.P. and related persons 780 Third Avenue, 37th Floor New York, NY 10017	7,213,393(6)	7.31%
RA Capital Management, LLC 20 Park Plaza, Suite 1200 Boston, MA 02116	6,984,692(7)	7.08%
Janus Capital Management, LLC 201 Bishopsgate EC2M 3AE, United Kingdom	6,739,266(8)	6.83%
The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355	5,777,835(9)	5.85%
Named Executive Officers and Directors		
George B. Abercrombie	142,677(10)	*
Fred E. Cohen, M.D., D.Phil.	230,243(11)	*
Stanley C. Erck	213,333(12)	*
Nancy J. Hutson, Ph.D.	166,480(13)	*
Robert A. Ingram	97,652(14)	*
Kenneth B. Lee, Jr.	130,252(15)	*
Sanj K. Patel	76,667(16)	*
Jon P. Stonehouse	2,105,790(17)	2.10%
Thomas R. Staab II	544,512(18)	*
Yarlagadda S. Babu, Ph.D.	690,069(19)	*
William P. Sheridan, M.D.	649,367(20)	*
Lynne M. Powell	316,248(21)	*
All executive officers and directors as a group (12 persons)	5,363,280(22)	5.21%

* Denotes less than 1% beneficial owner.

(1) Gives effect to the shares of Common Stock issuable within 60 days after April 30, 2018 upon the exercise of all options and other rights beneficially held by the indicated stockholder on that date.

(2) Ownership percentage is reported based on 98,716,856 shares of common stock issued and outstanding on April 30, 2018, plus, as to the holder thereof only and no other person, the number

of shares (if any) that the person has the right to acquire as of April 30, 2018 or within 60 days from that date through the exercise of all options and other rights.

(3) From Schedule 13G/A filed with the SEC on February 13, 2018. Includes the aggregate number of shares of common stock beneficially owned along with shares of common stock that may be immediately acquired as follows: 1,836,848 shares held by 667, L.P., and 12,154,491 shares held by Baker Brothers Life Sciences, L.P., 23,459 shares directly held by each of Julian C. Baker and Felix J. Baker, 5,833 shares held by Dr. Stephen R. Biggar, an employee of Baker Bros Advisors L.P. and former director of the Company, and 60,000 shares underlying stock options held by Dr. Biggar. By virtue of their power to control the investment decisions of the limited partnerships listed above, each of Baker Bros. Advisors LP, Baker Bros. Advisors (GP) LLC, Julian C. Baker and Felix J. Baker may be deemed to be beneficial owners of shares owned by such entities and may be deemed to have sole power to vote or direct the vote of and sole power to dispose or direct the disposition of such securities. Dr. Biggar previously served on the BioCryst board as a representative of 667, L.P. and Baker Brothers Life Sciences, L.P. (the "*Funds*"). The policy of the Funds and Baker Bros Advisors L.P. does not permit employees to receive compensation for serving as a director of the issuer. Therefore, Dr. Biggar has no pecuniary interest in any stock options or shares of common stock directly held by him. The Funds are instead entitled to the pecuniary interest in any stock options and shares of common stock received as director compensation.

(4) From Schedule 13G/A filed with the SEC on January 29, 2018 indicating that 7,614,280 shares are held by BlackRock, Inc. and certain subsidiaries. No such subsidiary has the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, more than five percent of our common stock. BlackRock, Inc. may be deemed to have sole power to vote or to direct the vote of 7,478,233 shares of common stock and sole power to dispose or to direct the disposition of 7,614,280 shares of common stock.

(5) From Schedule 13D filed with the SEC on February 16, 2018 indicating that 7,478,275 shares are held by BioMedical Value Fund, L.P. and one or more other funds, which are managed by Great Point Partners, LLC (the "*BVF Adviser*"). The BVF Adviser, in its capacity as the investment manager of such funds, has the power to vote and the power to direct the disposition of all shares held by such funds. Accordingly, the Adviser, Jeffrey R. Jay, as the senior managing member of the BVF Adviser, and David Kroin, as the special managing member of the BVF Adviser, may be deemed to beneficially own all such shares.

(6) From Schedule 13G/A filed with the SEC on February 14, 2018 indicating that 7,213,393 shares of common stock are held by Deerfield Partners, L.P., Deerfield Special Situations Fund, L.P. and Deerfield International Master Fund, L.P., of which Deerfield Mgmt, L.P. is the general partner and which are managed by Deerfield Management Company, L.P. (the "*Deerfield Adviser*"). Accordingly, Deerfield Mgmt, L.P., as the general partner, and the Deerfield Adviser may be deemed to beneficially own, have shared power to vote or direct the vote, and shared power to dispose of or direct the disposition of, such shares.

(7) From Schedule 13D filed with the SEC on April 2, 2018 indicating that 6,984,692 shares of common stock are held by RA Capital Healthcare Fund, L.P. and one or more other funds, which are managed by RA Capital Management, LLC (the "*RA Adviser*"). The RA Adviser, in its capacity as the investment adviser to such funds, has the power to vote and the power to direct the disposition of all shares held by such funds. Accordingly, the RA Adviser and Peter Kolchinsky, as the manager of the RA Adviser, may be deemed to beneficially own all such shares.

(8) From Schedule 13G filed with the SEC on February 12, 2018 indicating that 6,739,266 shares are held by Janus Capital Management LLC and one or more other funds, which are managed by Janus Henderson Group plc (the "*Janus Adviser*"). The Janus Adviser, in its capacity as the investment adviser of such funds, has the power to vote and the power to direct the disposition of all shares held by such funds. Accordingly, the Janus Adviser may be deemed to beneficially own all such shares.

(9) From Schedule 13G filed with the SEC on February 8, 2018 indicating that 5,596,974 shares are owned by The Vanguard Group, Inc., 171,061 shares are owned by the Vanguard Fiduciary Trust Company and 21,600 shares are owned by Vanguard Investments Australia, Ltd. The Vanguard Group, Inc. may be deemed to beneficially own all such shares.

(10) Includes 132,667 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(11) Includes 110,833 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(12) Includes 173,333 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(13) Includes 128,333 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(14) Includes 78,750 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(15) Includes 120,000 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(16) Includes 76,667 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(17) Includes 1,457,798 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(18) Includes 409,354 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(19) Includes 583,423 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(20) Includes 631,034 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(21) Includes 305,999 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

(22) Includes 4,208,191 shares issuable upon exercise of stock options that are exercisable as of April 30, 2018 or within 60 days from that date.

Table of Contents

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS OF IDERA

The following table sets forth, as of April 30, 2018, certain information regarding the beneficial ownership of Idera common stock by:

- each person or entity, including any "group" as that term is used in Section 13(d)(3) of the Exchange Act, who is known to own beneficially more than 5% of the issued and outstanding shares of Idera common stock;
- each current director of Idera;
- each of the Named Executive Officers of Idera; and
- all directors and executive officers of Idera as a group.

Beneficial ownership is determined in accordance with the SEC's rules. The SEC has defined "*beneficial ownership*" of a security to mean the possession, directly or indirectly, of voting power and/or investment power. In computing percentage ownership of each person, shares of common stock subject to options, warrants or rights held by that person that are currently exercisable, or exercisable within 60 days of April 30, 2018, are deemed to be outstanding and beneficially owned by that person. These shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other person.

To Idera's knowledge and except as indicated in the notes to this table and pursuant to applicable community property laws, each stockholder named in the table has sole voting and investment power with respect to the shares set forth opposite such stockholder's name. Percentage of ownership is based on 217,310,991 shares of Idera common stock issued and outstanding on April 30, 2018. All fractional common share amounts have been rounded to the nearest whole number.

Name and Address of Beneficial Owner(1)	Number of Shares Beneficially Owned	Percentage of Outstanding Shares
5% or more Stockholders		
Pillar Investment Entities c/o Pillar Invest Offshore SAL Starco Ctr Bloc B, 3rd Flr Omar Daouk St. Beirut, M8 2020-3313	26,898,574(2)	12.36%
Affiliates of Baker Bros. Advisors LP 860 Washington Street, 3rd Floor, New York, NY 10014	39,081,479(3)	17.95%
Named Executive Officers and Directors		
Vincent J. Milano	2,259,027(4)	1.03%
Sudhir Agrawal, D. Phil.	4,029,468(5)	1.82%
Louis J. Arcudi, III	1,420,748(6)	*
Julian C. Baker	39,081,479(7)	17.95%
R. Clayton Fletcher	649,374(8)	*
James A. Geraghty	1,128,370(9)	*
Mark Goldberg	213,334(10)	*
Maxine Gowen	132,834(11)	*
Joanna Horobin	435,625(12)	*
Kelvin M. Neu	294,966(13)	*
William S. Reardon	306,307(14)	*
Jonathan Yingling	187,499(15)	*
All current executive officers and directors as a group (11 persons)	45,814,597(16)	20.48%

* Denotes less than 1% beneficial owner.

(1) Except as otherwise noted, the address for each person listed above is c/o Idera Pharmaceuticals, Inc., 167 Sidney Street, Cambridge, Massachusetts 02139.

(2) Consists of (i) 2,090,125 shares of common stock held by Pillar Pharmaceuticals I, L.P., or Pillar I, (ii) 9,959,956 shares of common stock held by Pillar Pharmaceuticals II, L.P., or Pillar II, (iii) 2,871,839 shares of common stock held by Pillar Pharmaceuticals III, L.P., or Pillar III, (iv) 200,000 shares of common stock held by Pillar Pharmaceuticals IV, L.P., or Pillar IV, (v) 875,000 shares of common stock held by Pillar V, (vi) 10,075,973 shares of common stock held by Participations Besancon, or Besancon, and over which Pillar Invest Corporation has investment discretion, pursuant to an advisory agreement between Pillar Invest Corporation and Besancon, or the Advisory Agreement, (vii) 540,681 shares of common stock held directly by Mr. El Zein and (viii) 285,000 shares of common stock subject to issued outstanding stock options that are exercisable within 60 days after April 30, 2018 held by Mr. El Zein. Mr. El Zein, a member of our board of directors until October 31, 2017, is a director and controlling stockholder of Pillar Invest Corporation, which is the general partner of Pillar I, Pillar II, Pillar III, Pillar IV and Pillar V and is a limited partner of Pillar I, Pillar II, Pillar III, Pillar IV and Pillar V. Mr. El Zein expressly disclaims beneficial ownership over shares held directly by Pillar I, Pillar II, Pillar III, Pillar IV, Pillar V and indirectly by Pillar Invest Corporation. Besancon is an investment fund having no affiliation with Mr. El Zein, Pillar I, Pillar II, Pillar III, Pillar IV, Pillar V or Pillar Invest Corporation. The information in this footnote is based on a Schedule 13D/A filed with the SEC on October 17, 2016; Form 4s filed with the SEC on May 3, 2017, October 17, 2017, December 15, 2017, January 19, 2018 and April 27, 2018; and on information provided to us by Pillar Invest Corporation and Mr. El Zein.

(3) Consists of (i) 3,974,070 shares of our common stock owned by 667, L.P., (ii) 34,064,525 shares of our common stock owned by Baker Brothers Life Sciences, L.P., (iii) 474,141 shares of our common stock owned by 14159, L.P., (iv) (a) 60,443 shares of our common stock held directly by Mr. Baker and (b) 81,632 shares of our common stock held directly by Dr. Neu, and in which each of 667, L.P., Baker Brothers Life Sciences, L.P. and 14159, L.P. (collectively, the "*Baker Brothers Funds*"), has an indirect pecuniary interest and may be deemed to own a portion of these shares, and (v) (a) 213,334 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018 held by Mr. Baker and (b) 213,334 shares of common stock subject to outstanding options that are exercisable within 60 days after April 30, 2018 held by Dr. Neu. As a result of the application of the Beneficial Ownership Cap, as described below in this footnote, the table above does not include the following as being beneficially owned by the Baker Brothers Funds: (a) 2,389,927 shares of common stock issuable upon exercise of warrants to purchase common stock owned by 667, L.P., (b) 19,280,570 shares of common stock issuable upon exercise of warrants to purchase common stock owned by Baker Brothers Life Sciences, L.P. and (c) 480,555 shares of common stock issuable upon exercise of warrants to purchase common stock owned by 14159, L.P. The information in this footnote is based on a Schedule 13D/A filed with the SEC on March 6, 2018; a Form 4 filed with the SEC on April 4, 2018; and on information provided to us by the Baker Brothers Funds and Mr. Baker. Mr. Baker, a member of our board of directors, is a managing member of Baker Bros. Advisors LP and is a principal of Baker Bros. Advisors (GP), LLC, the sole general partner of Baker Bros. Advisors LP. Baker Bros. Advisors LP serves as the investment advisor to the Baker Brothers Funds. Accordingly, Mr. Baker may be deemed to have sole power to direct the voting and disposition of the shares of common stock held directly by the Baker Brothers Funds and indirectly by Baker Bros. Advisors LP and Baker Bros. Advisors (GP), LLC. Mr. Baker expressly disclaims beneficial ownership over shares held directly by the Baker Brothers Funds and indirectly by Baker Bros. Advisors LP and Baker Bros. Advisors (GP), LLC, except to the extent of his pecuniary interest therein, if any, by virtue of his pecuniary interest therein. Dr. Neu, a member of our board of directors, is an employee of Baker Bros. Advisors LP. Under the terms of the warrants issued to the Baker Brothers Funds, the Baker Brothers Funds are not permitted to exercise such warrants to purchase common stock to the extent that such exercise would result in the Baker Brothers Funds (and their affiliates) beneficially owning more than 4.999% of the number of shares of our common stock issued and outstanding immediately after giving effect to the issuance of shares of common stock issuable upon exercise of such warrants to purchase common stock. This limitation

on exercise of the warrants to purchase common stock issued to the Baker Brothers Funds is referred to in this footnote as the "*Beneficial Ownership Cap*." The Baker Brothers Funds have the right to increase this beneficial ownership limitation in their discretion on 61 days' prior written notice to us, provided that in no event are the Baker Brothers Funds permitted to exercise such warrants to purchase common stock to the extent that such exercise would result in the Baker Brothers Funds (and their affiliates) beneficially owning in the aggregate more than 19.99% of the number of shares of our common stock issued and outstanding or the combined voting power of our securities outstanding immediately after giving effect to the issuance of shares of common stock issuable upon exercise of such warrants to purchase common stock.

(4) Includes 2,012,500 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(5) Includes 3,903,191 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(6) Includes 1,376,206 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(7) Consists of shares reported under footnote 3 to this table above. Mr. Baker is a managing member of Baker Bros. Advisors LP and is a principal of Baker Bros. Advisors (GP), LLC, the sole general partner of Baker Bros. Advisors LP. Baker Bros. Advisors LP serves as the investment advisor to the Baker Brothers Funds. Accordingly, Mr. Baker may be deemed to have sole power to direct the voting and disposition of the shares of common stock held directly by the Baker Brothers Funds and indirectly by Baker Bros. Advisors LP and Baker Bros. Advisors (GP), LLC. Mr. Baker expressly disclaims beneficial ownership over shares held directly by the Baker Brothers Funds and indirectly by Baker Bros. Advisors LP and Baker Bros. Advisors (GP), LLC, except to the extent of his pecuniary interest therein, if any, by virtue of his pecuniary interest therein.

(8) Consists of 649,374 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(9) Includes 693,001 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(10) Consists of 213,334 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(11) Includes 125,834 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018, and 7,000 shares of common stock held in the name Brian Macdonald for Maxine Gowen Trust, for which Dr. Gowen is a beneficiary and trustee.

(12) Includes 432,811 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(13) Includes 213,334 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(14) Includes 273,334 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(15) Includes 187,499 shares of common stock subject to outstanding stock options that are exercisable within 60 days after April 30, 2018.

(16) Includes 6,390,561 shares of common stock subject to outstanding stock options held by the directors and executive officers as a group that are exercisable within 60 days after April 30, 2018 and shares reported in clauses (i) through (iv) of the first sentence of footnote 3 to this table above.

Table of Contents

DESCRIPTION OF HOLDCO CAPITAL STOCK

This section of this joint proxy statement/prospectus summarizes the material terms of Holdco's capital stock that will be in effect if the mergers are completed and is not complete. You are encouraged to read (1) the Holdco charter, which is attached as Annex D to this joint proxy statement/prospectus and is incorporated herein by reference, (2) the Holdco bylaws, which will be in effect as of the effective time of the mergers and a form of which is included as Annex E to this joint proxy statement/prospectus and is incorporated herein by reference and (3) the applicable provisions of the DGCL. The following summary should be read in conjunction with the section entitled "Comparison of Rights of Idera Stockholders, BioCryst Stockholders and Holdco Stockholders" beginning on page 164 of this joint proxy statement/prospectus.

After giving effect to the Holdco charter, Holdco's authorized capital stock will consist of shares made up of:

- 380,000,000 shares of Holdco common stock, par value $0.01 per share; and
- 20,000,000 shares of Holdco preferred stock, par value $0.01 per share, the rights and preferences of which may be established from time to time by the Holdco board.

At the effective time of the mergers, each issued and outstanding share of Idera common stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will be canceled and retired and cease to exist) will be converted into the right to receive 0.20 fully paid and nonassessable shares of Holdco common stock (plus cash in lieu of fractional shares).

At the effective time of the mergers, each issued and outstanding share of Idera preferred stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by Idera as treasury shares, which will be canceled and retired and cease to exist) will be converted into the right to receive a number of fully paid and nonassessable shares of Holdco common stock equal to (i) $1.00 divided by the 20-trading-day average trading price of Idera common stock, ending with the trading day prior to the third day prior to the closing date, multiplied by (ii) 0.20 (plus cash in lieu of fractional shares).

At the effective time of the mergers, each issued and outstanding share of BioCryst common stock (other than shares held by Idera, BioCryst, Holdco, Merger Sub A or Merger Sub B, or any subsidiary of each of the aforementioned entities, or by BioCryst as treasury shares, which will be canceled and retired and cease to exist) will be converted into the right to receive 0.50 fully paid and nonassessable shares of Holdco common stock (plus cash paid in lieu of fractional shares).

We expect a total of approximately 52.8 million Holdco shares to be issued to Idera stockholders and 56.5 million Holdco shares to be issued to BioCryst stockholders in connection with the mergers. We expect that, immediately following the consummation of the mergers, there will be a total of approximately 109.3 million Holdco shares outstanding.

Description of Holdco Common Stock

Dividends

Subject to the rights, if any, of holders of any series of outstanding preferred stock, if and when issued and subject to applicable law, holders of Holdco common stock will be entitled to receive dividends when, as and if declared by the Holdco board out of funds legally available for payment.

Table of Contents

Voting Rights

Subject to the rights, if any, of the holders of any series of preferred stock if and when issued and subject to applicable law, each holder of Holdco common stock will be entitled to one vote per share and all voting rights will be vested in the Holdco common stock. Holders of shares of Holdco common stock will have noncumulative voting rights, which means that the holders of more than 50% of the shares voting for the election of directors can elect 100% of the directors and the holders of the remaining shares will not be able to elect any directors.

Liquidation Rights

Subject to the rights, if any, of holders of any series of outstanding preferred stock, if and when issued and subject to applicable law, in the event of any liquidation, dissolution or winding up of the affairs of Holdco, whether voluntary or involuntary, the holders of shares of Holdco common stock shall have equal rights to receive the assets and funds of Holdco available for distribution to Holdco stockholders and such assets or funds shall be distributed pro rata in accordance with the number of shares of Holdco common stock held by each such holder.

Preemptive Rights

The shares of Holdco common stock to be issued at the effective time of the mergers will be validly issued, fully paid and nonassessable. Holders of shares of Holdco common stock will not be entitled to preemptive rights. Shares of Holdco common stock will not be convertible into shares of any other class of capital stock.

Description of Holdco Blank Check Preferred Stock

Under the Holdco charter, without further Holdco stockholder action, the Holdco board is authorized to provide for the issuance of preferred stock in one or more series, the shares of each of which series may have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be permitted under the DGCL. Without limiting the generality of the foregoing, such shares may provide that such series shall be superior or rank equally or be junior to the preferred stock of other series to the extent permitted by law.

Anti-Takeover Provisions

General

Some provisions of DGCL, the Holdco charter and the Holdco bylaws could discourage or make it more difficult to acquire control of the combined company by means of a tender offer, open market purchases, a proxy contest or otherwise. A description of these provisions is set forth below.

Meetings and Elections of Directors

The Holdco bylaws provide that special meetings of stockholders may be called only by the Holdco board or secretary of Holdco pursuant to a resolution adopted by the board of directors. The Holdco charter prohibits stockholders from calling special meetings.

The Holdco charter provides that Holdco stockholders cannot act by written consent in lieu of a meeting; provided, however, that any action required or permitted to be taken by the holders of any series of preferred stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation for such series of preferred stock.

Table of Contents

The Holdco charter and the Holdco bylaws provide that any vacancies in the Holdco board, however occurring, shall be filled by an affirmative vote of a majority of the remaining directors then in office, even if less than a quorum, or by the sole remaining director, and shall not be filled by Holdco stockholders.

No Cumulative Voting

The Holdco charter does not grant stockholders the right to vote cumulatively.

Advance Notice Procedure

The Holdco bylaws provide an advance notice procedure for stockholders to nominate director candidates for election or to bring business before an annual meeting of stockholders, including proposed nominations of persons for election to the board of directors.

For nominations or other business to be properly brought before an annual meeting, such stockholder must give written notice to the secretary of Holdco in writing not later than the close of business on the 90th day or earlier than the close of business on the 120th day prior to the anniversary date on which Holdco first distributed its proxy materials for the prior year's annual meeting, provided that if the annual meeting is called for a date that is within 30 days before or more than 60 days after of the first anniversary of the prior year's annual meeting, notice must be provided not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of (i) the 90th day prior to such annual meeting and (ii) the 10th day following the date on which public disclosure of the date of the annual meeting is first made by Holdco.

The notice must contain specific information concerning the person to be nominated or the matters to be brought before the meeting, as well as specific information concerning the stockholder submitting the proposal or making the nomination.

Table of Contents

COMPARISON OF RIGHTS OF IDERA STOCKHOLDERS, BIOCRYST STOCKHOLDERS AND HOLDCO STOCKHOLDERS

Both Idera and BioCryst and are incorporated under the laws of the State of Delaware and, accordingly, the rights of the Idera stockholders and BioCryst stockholders are currently governed by the DGCL. Holdco will continue to be a Delaware corporation following completion of the mergers and will be governed by the DGCL.

Upon completion of the mergers, the Idera stockholders and the BioCryst stockholders will become Holdco stockholders, and the current certificate of incorporation of Holdco will be amended and restated as of the effective time of the mergers in substantially the form attached as Annex D to this joint proxy statement/prospectus. The current bylaws of Holdco will be amended and restated at the effective time of the mergers in substantially the form of the Holdco bylaws attached as Annex E to this joint proxy statement/prospectus. Following the mergers, the rights of the former Idera stockholders and the former BioCryst stockholders will thereafter be governed by the DGCL and by the Holdco charter and the Holdco bylaws.

The following description summarizes the expected material differences between the rights of the Idera stockholders, BioCryst stockholders and Holdco stockholders, but is not a complete statement of all those differences, or a complete description of the specific provisions referred to in this summary. Stockholders should read carefully the relevant provisions of the DGCL and the respective certificates of incorporation and bylaws of Idera, BioCryst and Holdco. For more information on how to obtain the documents that are not attached to this joint proxy statement/prospectus, see "Where You Can Find More Information" beginning on page 172 of this joint proxy statement/prospectus.

	Rights of Idera Stockholders	Rights of BioCryst Stockholders	Rights of Holdco Stockholders
Authorized Capital	The authorized capital stock of Idera consists of 280,000,000 shares of common stock, $0.001 par value per share, and 5,000,000 shares of preferred stock, $0.01 par value per share.	The authorized capital stock of BioCryst consists of 200,000,000 shares of common stock, $0.01 par value per share, and 5,000,000 shares of preferred stock, $0.01 par value per share, of which 200,000 shares are designated series B junior participating preferred.	Upon completion of the mergers, the authorized capital stock of Holdco will consist of 380,000,000 shares of common stock, $0.01 par value per share, and 20,000,000 shares of preferred stock, $0.01 par value per share.
Outstanding Capital Stock	As of the Idera record date, Idera had 217,310,991 shares of common stock issued and outstanding, and 655 shares of preferred stock issued and outstanding.	As of the BioCryst record date, BioCryst had 98,821,091 shares of common stock issued and outstanding, and no shares of preferred stock issued and outstanding.	Upon completion of the mergers, Holdco will have approximately 109.3 million shares of common stock issued and outstanding, and no shares of preferred stock issued and outstanding.
Number of Directors	The amended and restated certificate of incorporation of Idera (the "*Idera charter*") provides that the number of directors shall be fixed in accordance with the amended and restated bylaws of Idera (the "*Idera bylaws*"), and that there shall be not less than three directors. The Idera bylaws provide that the number of directors shall be set by resolution of the Idera board and that the Idera	The amended and restated certificate of incorporation of BioCryst (the "*BioCryst charter*") provides that the board of directors shall consist of not less than six nor more than 12 directors and that the exact number of directors will be fixed by resolution of the BioCryst board. There are currently eight positions authorized by the BioCryst board and eight	The Holdco charter provides that the board of directors shall consist of not less than six nor more than 12 directors and that the exact number of directors will be fixed by resolution of the Holdco board. Upon completion of the mergers, there will be nine positions authorized and nine directors serving on the Holdco board.

Table of Contents

	Rights of Idera Stockholders	Rights of BioCryst Stockholders	Rights of Holdco Stockholders
	board shall be divided into three classes, with no class having more than one director more than any other class. There are currently eight positions authorized by the Idera board and seven directors serving on the Idera board.	directors serving on the BioCryst board.	
Election of Directors	The Idera bylaws provide that directors are elected by a plurality of the votes cast by the stockholders entitled to vote thereon. Pursuant to the Idera bylaws and the Idera charter, each director holds office for three years following the annual meeting at which such director is elected and until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation or removal.	The amended and restated bylaws of BioCryst (the "*BioCryst bylaws*") provide that directors are elected by a plurality of the votes cast by the stockholders entitled to vote thereon. Pursuant to the BioCryst bylaws and the BioCryst charter, each director holds office for three years following the annual meeting at which such director is elected and until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation or removal.	The Holdco bylaws provide that directors are elected by a majority of the votes cast at a meeting where there is a quorum, provided, however, that directors may be elected by a plurality of the votes cast at a meeting where there is a quorum if as of the record date for such meeting the number of nominees exceeds the number of directors to be elected. Pursuant to the Holdco bylaws, each director holds office until the next annual meeting for the election of directors and until the director's successor is duly elected and qualified.
Removal of Directors	The Idera charter and the Idera bylaws provide that any director may be removed only for cause by the affirmative vote of holders of at least two-thirds of the shares of capital stock of Idera then issued and outstanding and entitled to vote generally for the election of directors.	The BioCryst charter and bylaws provide that any director may be removed from office at any time, but only for cause, by the affirmative vote of holders of at least 75% of the total number of votes entitled to be cast by holders of all of the shares of capital stock of BioCryst then entitled to vote generally in the election of directors.	The Holdco charter provides that any director may be removed from office at any time, with or without cause, only by the affirmative vote of the holders of a majority of the voting power of all of the shares of capital stock of Holdco then entitled to vote generally in the election of directors, voting as a single class.
Vacancies on the Board	The Idera charter and the Idera bylaws provides that vacancies in the Idera board, however occurring, may be filled for the applicable unexpired term exclusively by a majority vote of the directors then in office (even though they constitute less than a quorum), or by a sole remaining director.	The BioCryst charter and the BioCryst bylaws provide that vacancies in the BioCryst board, however occurring, shall be filled by an affirmative vote of a majority of the directors then in office.	The Holdco charter and the Holdco bylaws provide that vacancies in the Holdco board, however occurring, shall be filled by an affirmative vote of a majority of the directors then in office.
Advance Notice Requirements for Stockholder Nominations and Other Proposals	The Idera bylaws provide that nominations of persons for election to the Idera board and the proposal of business to be considered by	The BioCryst bylaws provide that nominations of persons for election to the BioCryst board and the proposal of business to be considered by	The Holdco bylaws provide that nomination of persons for election to the Holdco board and the proposal of business to be considered by the

	Rights of Idera Stockholders	Rights of BioCryst Stockholders	Rights of Holdco Stockholders
	stockholders may be made only (i) by or at the direction of the Idera board (ii) by a stockholder who is entitled to vote and who has complied with the advance notice procedures set forth in the Idera bylaws. In general, an Idera stockholder wishing to nominate a director or raise another proposal at an annual meeting of stockholders must notify the Secretary of Idera in writing not later than 60 days nor more than 90 days prior to the scheduled annual meeting, unless less than 70 days' notice or prior public disclosure of the date of the scheduled annual meeting is given or made, in which case notice by the stockholder must be delivered or received not later than the close of business on the 10th day following the day on which such notice of the date of the scheduled annual meeting was mailed or the day on which such public disclosure was made. The notice must contain specific information concerning the person to be nominated or the matters to be brought before the meeting, as well as specific information concerning the stockholder submitting the proposal or making the nomination.	the stockholders may be made only (i) pursuant to BioCryst's notice of meeting, (ii) by or at the direction of the BioCryst board or (iii) by any stockholder who is entitled to vote and who has complied with the advance notice procedures set forth in the BioCryst bylaws. For nominations or other business to be properly brought before an annual meeting, such stockholder must give written notice to the Secretary of BioCryst in writing not later than the close of business on the 90th day or earlier than the close of business on the 120th day prior to the anniversary date of the preceding year's annual meeting, provided that if the annual meeting is called for a date that is not within 30 days of the first anniversary of the prior year's annual meeting, notice must be provided not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the 90th day prior to such annual meeting or the 10th day following the date on which public disclosure of the date of the annual meeting is first made by BioCryst. The notice must contain specific information concerning the person to be nominated or the matters to be brought before the meeting, as well as specific information concerning the stockholder submitting the proposal or making the nomination.	stockholders may be made only (i) by or at the direction of the Holdco board or (ii) by any stockholder who is entitled to vote and who has complied with the advance notice procedures set forth in the Holdco bylaws. For nominations or other business to be properly brought before an annual meeting, such stockholder must give written notice to the Secretary of Holdco in writing not later than the close of business on the 90th day or earlier than the close of business on the 120th day prior to the anniversary date on which Holdco first distributed its proxy materials for the prior year's annual meeting, provided that if the annual meeting is called for a date that is not within 30 days of the first anniversary of the prior year's annual meeting, notice must be provided not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of (i) the 90th day prior to such annual meeting and (ii) the 10th day following the date on which public disclosure of the date of the annual meeting is first made by Holdco. The notice must contain specific information concerning the person to be nominated or the matters to be brought before the meeting, as well as specific information concerning the stockholder submitting the proposal or making the nomination.
Notice of Special Meeting	The Idera bylaws generally provide that notice of a stockholder meeting must be given to each stockholder permitted to take any action at such meeting not less than 10 days nor more than 60 days before the date of the meeting.	The BioCryst bylaws provide that written notice of each meeting of stockholders will be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting.	The Holdco charter and the Holdco bylaws provide that no less than 10 nor more than 60 days' prior written notice to every stockholder entitled to vote thereat is required for a special meeting of the stockholders.

Table of Contents

	Rights of Idera Stockholders	Rights of BioCryst Stockholders	Rights of Holdco Stockholders
	Any notice of a special meeting must include the place, date, hour and purpose for which the meeting is called.	Notices of a special meeting must include the place, date, hour and purpose for which the meeting is called.	Notice of a special meeting must include the date, time, place and purpose for which the meeting is called.
Amendments to the Charter	The Idera charter provides that the provisions in the charter regarding the Idera board, voting requirements, special meeting requirements and the transaction of business thereat may be amended only by a vote of holders of at least 75% of the voting power of all shares of capital stock of Idera then issued and outstanding and entitled to vote generally for the election of directors. Other amendments to the Idera charter that are not inconsistent with this restriction are to be made in accordance with the DGCL.	The BioCryst charter provides that the provision regarding amendment of the charter may be amended, altered, changed or repealed only by an affirmative vote of holders of at least 75% of the total number of votes cast by the holders of the shares of capital stock of BioCryst that are entitled to vote generally in the election of directors. The BioCryst charter cannot be amended, including any amendment through consolidation, merger, combination or other transaction, in any manner which would materially alter or change the powers, preferences or special rights of the holders of series B preferred stock so as to affect them adversely without the affirmative vote of a majority of the outstanding shares of series B preferred stock voting together as a single class.	The Holdco charter provides that the provisions in the charter regarding the capital stock of Holdco, the Holdco board, limitation of director liability and indemnification, stockholder action, amendment of the bylaws, forum selection and amendment of the charter may be amended only by an affirmative vote of holders of at least 75% of the voting power of the outstanding shares entitled to vote for the election of directors. Other amendments to the Holdco charter that are not inconsistent with this restriction are to be made in accordance with the DGCL.
Amendments to Bylaws	The Idera charter provides that the Idera bylaws may be amended or repealed by the Idera board. The Idera bylaws state that the bylaws may be altered, amended or repealed or new bylaws may be adopted by (i) the affirmative vote of a majority of the directors present at any regulator or special meeting of the Idera board at which a quorum is present or (ii) holders of a majority of shares of Idera's capital stock then issued and outstanding and entitled to vote generally for the election of directors (so long as appropriate notice was stated in the notice of special meeting); provided, however, that any stockholder	The BioCryst charter provides that the BioCryst board is authorized to adopt, amend or repeal the BioCryst bylaws. The BioCryst bylaws state that the bylaws may be altered, amended or repealed by (i) the affirmative vote of a majority of the directors present at any regular or special meeting of the BioCryst board at which a quorum is present or (ii) by the affirmative vote of the holders of a majority of the issued and outstanding shares of the capital stock of BioCryst entitled to vote at any regular meeting of stockholders or at any special meeting of stockholders, provided notice of such alteration, amendment or repeal shall have been stated in the notice of such special meeting.	The Holdco charter provides that the Holdco bylaws may be amended or repealed by the Holdco board or by the affirmative vote of the holders of a majority of all of the shares of capital stock of Holdco, voting as a single class. The Holdco bylaws state that the bylaws may be amended, altered, changed, adopted or repealed by (i) the affirmative vote of a majority of the directors present at any regular or special meeting of the Holdco board at which a quorum is present or (ii) by the affirmative vote of the holders of a majority of the voting power of all of the shares of capital stock of Holdco then entitled to vote.

Table of Contents

	Rights of Idera Stockholders	Rights of BioCryst Stockholders	Rights of Holdco Stockholders
	amendment to the Idera bylaws regarding special meetings, director nominations, annual meetings notice, action without a meeting, organization, directors or amendments of the bylaws requires a vote of holders of at least 75% of the voting power of all shares of capital stock of Idera then issued and outstanding and entitled to vote generally for the election of directors.		
Special Meeting of Stockholders	The Idera charter and the Idera bylaws provide that special meetings may be called only (i) by the chief executive officer of Idera (or if no chief executive officer, by the president of Idera) or (ii) by the Idera board.	The BioCryst charter and the BioCryst bylaws provide that special meetings may only be called by the BioCryst board by a resolution approved by a majority of the entire BioCryst board.	The Holdco charter and the Holdco bylaws provide that special meetings may only be called by the Holdco board by a resolution approved by a majority of the entire Holdco board.
Forum Selection	The Idera bylaws, to the fullest extent permitted by applicable law, designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain legal actions unless Idera consents in writing to the selection of an alternative forum, subject to certain exceptions.	The BioCryst bylaws designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain legal actions unless BioCryst consents in writing to the selection of an alternative forum, subject to certain exceptions.	The Holdco bylaws designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain legal actions unless Holdco consents in writing to the selection of an alternative forum, subject to certain exceptions. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of Holdco shall be deemed to have notice of and consented to the forum selection provision.

Table of Contents

NO APPRAISAL RIGHTS

Holders of Idera common stock and BioCryst common stock who dissent to the mergers will not have rights to an appraisal of the fair value of their shares. Under the DGCL, appraisal rights are not available for the shares of any class or series if the shares of the class or series are listed on a national securities exchange or held of record by more than 2,000 holders on the record date, unless the stockholders receive in exchange for their shares anything other than shares of stock of the surviving or resulting corporation or of any other corporation that is publicly listed or held by more than 2,000 holders of record, cash in lieu of fractional shares or fractional depositary receipts or any combination of the foregoing. Idera's and BioCryst's common stock is listed on the Nasdaq and Idera stockholders and BioCryst stockholders will receive a combination of shares of stock of Holdco, which will be listed on the Nasdaq, and cash in lieu of fractional shares.

LEGAL MATTERS

The validity of the shares of Holdco common stock to be issued pursuant to the mergers will be passed upon by Skadden. The U.S. federal income tax consequences of the mergers will be passed upon for BioCryst by Skadden and for Idera by Latham, respectively.

EXPERTS

Idera

The financial statements of Idera Pharmaceuticals, Inc. incorporated in this joint proxy statement/prospectus by reference to Idera Pharmaceuticals, Inc. Annual Report (Form 10-K) for the year ended December 31, 2017 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

BioCryst

The consolidated financial statements of BioCryst Pharmaceuticals, Inc. incorporated in this joint proxy statement/prospectus by reference to BioCryst Pharmaceuticals, Inc. Annual Report (Form 10-K) for the year ended December 31, 2017, and any amendments thereto, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

FUTURE STOCKHOLDER PROPOSALS

Idera

Idera will hold its regular annual meeting in 2018. Proposals of stockholders intended to be presented at Idera's 2018 annual meeting of stockholders must have been submitted in writing and received by Idera no later than January 8, 2018 to be considered for inclusion in Idera's proxy statement relating to such meeting. Proposals for inclusion in the proxy statement must comply with the Exchange Act, including Rule 14a-8.

Stockholders desiring to bring business before the 2018 annual meeting of stockholders in a form other than a stockholder proposal in accordance with the preceding paragraph must have given written notice to Idera's Secretary at Idera's principal office received at least 60 days, but not more than 90 days prior to the date of such meeting; provided, however, that if less than 70 days' notice or prior public disclosure of the date of such meeting is given to stockholders or made, such notice must be so received not later than the close of business on the 10th day following the day on which notice or public disclosure of the date of such meeting is given or made. The written notice must comply with the provisions of the Idera bylaws.

Idera will only hold an annual meeting in 2019 if the mergers are not completed. Proposals of stockholders intended to be presented at Idera's 2019 annual meeting of stockholders must have been submitted in writing and received by Idera no later than January 10, 2019 to be considered for inclusion in Idera's proxy statement relating to such meeting. Proposals for inclusion in the proxy statement must comply with the Exchange Act, including Rule 14a-8.

Stockholders desiring to bring business before the 2019 annual meeting of stockholders in a form other than a stockholder proposal in accordance with the preceding paragraph must give written notice to Idera's Secretary at Idera's principal office received at least 60 days, but not more than 90 days prior to the date of such meeting; provided, however, that if less than 70 days' notice or prior public disclosure of the date of such meeting is given to stockholders or made, such notice must be so received not later than the close of business on the 10th day following the day on which notice or public disclosure of the date of such meeting is given or made. The written notice must comply with the provisions of the Idera bylaws.

Additional information regarding Idera's procedures is located in Idera's Proxy Statement on Schedule 14A filed on May 10, 2018. See "Where You Can Find More Information" beginning on page 172.

BioCryst

Proposals of stockholders intended to be presented at BioCryst's 2018 annual meeting of stockholders must have been received by BioCryst no later than December 13, 2017 to be considered for inclusion in BioCryst's proxy statement relating to such meeting. Proposals for inclusion in the proxy statement must comply with the Exchange Act, including Rule 14a-8.

A stockholder must have notified BioCryst no earlier than January 24, 2018 and no later than February 23, 2018 of a proposal for the 2018 annual meeting which the stockholder intends to present other than by inclusion in the proxy material (including director nominations) and must have included with the notification the information required by the BioCryst bylaws, in order to be eligible for consideration at the 2018 annual meeting. In accordance with the BioCryst bylaws, any stockholder entitled to vote for directors at an annual meeting may nominate persons for election as directors. Any such notice must also include the information regarding the stockholder making the nomination and the nominee required by the BioCryst bylaws.

BioCryst intends to hold the annual meeting of stockholders in 2019 only if the mergers are not completed. Proposals of stockholders intended to be presented at BioCryst's 2019 annual meeting of stockholders must be received by BioCryst no later than January 10, 2019 to be considered for inclusion in BioCryst's proxy statement relating to such meeting. Proposals for inclusion in the proxy statement must comply with the Exchange Act, including Rule 14a-8.

A stockholder must notify BioCryst no earlier than February 20, 2019 and no later than March 22, 2019 of a proposal for the 2019 annual meeting which the stockholder intends to present other than by inclusion in the proxy material (including director nominations) and must include with the notification the information required by the BioCryst bylaws, in order to be eligible for consideration at the 2019 annual meeting. In accordance with the BioCryst bylaws, any stockholder entitled to vote for directors at an annual meeting may nominate persons for election as directors. Any such notice must also include the information regarding the stockholder making the nomination and the nominee required by the BioCryst bylaws.

Table of Contents

Additional information regarding BioCryst's procedures is located in BioCryst's Proxy Statement on Schedule 14A filed on May 10, 2018. See "Where You Can Find More Information" beginning on page 172.

OTHER MATTERS

Other Matters Presented at the Special Meetings

As of the date of this joint proxy statement/prospectus, neither the Idera board nor the BioCryst board knows of any matters that will be presented for consideration at either the Idera special meeting or the BioCryst special meeting other than as described in this joint proxy statement/prospectus. Under the Idera bylaws, Idera will transact no other business at the special meeting except such business as stated in the notice of special meeting contained herein. If any other matters come before the BioCryst special meeting or any adjournments or postponements thereof and shall be voted upon, the proposed proxy will be deemed to confer authority to the individuals named as authorized therein to vote the shares represented by the proxy as to any matters that fall within the purposes set forth in the notice of special meeting. It is intended that the persons named in the enclosed proxy and acting thereunder will vote in accordance with their best judgment on such matters.

WHERE YOU CAN FIND MORE INFORMATION

Idera and BioCryst each file annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. You may read and copy any of this information at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The SEC also maintains an Internet website that contains reports, proxy and information statements, and other information regarding issuers, including Idera and BioCryst, who file electronically with the SEC. The address of that site is www.sec.gov.

Investors may also consult Idera or BioCryst's website for more information about Idera or BioCryst, respectively. Idera's website is www.iderapharma.com. BioCryst's website is www.biocryst.com.

Holdco has filed with the SEC a registration statement of which this joint proxy statement/prospectus forms a part. The registration statement registers the shares of Holdco common stock to be issued to Idera stockholders and BioCryst stockholders pursuant to the mergers. The registration statement, including the attached exhibits, contains additional relevant information about Holdco and Holdco common stock. The rules and regulations of the SEC allow Idera and BioCryst to omit certain information included in the registration statement from this joint proxy statement/prospectus.

In addition, the SEC allows Idera and BioCryst to disclose important information to you by referring you to other documents filed separately with the SEC. This information is considered to be a part of this joint proxy statement/prospectus.

This joint proxy statement/prospectus incorporates by reference the documents listed below that Idera has previously filed with the SEC (other than information furnished pursuant to Item 2.02 or Item 7.01 of a Current Report on Form 8-K). These documents contain important information about Idera, its financial condition or other matters.

- Annual Report on Form 10-K for the fiscal year ended December 31, 2017.
- Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018.
- Proxy Statement on Schedule 14A filed May 10, 2018.
- Current Reports on Form 8-K filed on January 5, 2018 (of which there were two), January 17, 2018 and January 22, 2018 (other than the portions of those documents not deemed to be filed pursuant to the rules promulgated under the Exchange Act).

In addition, Idera incorporates by reference any future filings it makes with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this joint proxy statement/prospectus and prior to the date of the Idera special meeting (other than information furnished pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K, unless expressly stated otherwise therein). Such documents are considered to be a part of this joint proxy statement/prospectus, effective as of the date such documents are filed.

You can obtain any of these documents from the SEC, through the SEC's website at the address described above, or Idera will provide you with copies of these documents, without charge, upon written or oral request to:

Idera Pharmaceuticals, Inc.
167 Sidney Street
Cambridge, Massachusetts 02139
Attention: Investor Relations
877-888-6550
ir@iderapharma.com

This joint proxy statement/prospectus also incorporates by reference the documents listed below that BioCryst has previously filed with the SEC (other than information furnished pursuant to Item 2.02 or Item 7.01 of a Current Report on Form 8-K). These documents contain important information about BioCryst, its financial condition or other matters.

- Annual Report on Form 10-K for the fiscal year ended December 31, 2017, and any amendments thereto.
- Proxy Statement on Schedule 14A filed May 10, 2018.
- Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018.
- Current Reports on Form 8-K filed on January 5, 2018, January 22, 2018, March 15, 2018 and May 1, 2018 (other than the portions of those documents not deemed to be filed pursuant to the rules promulgated under the Exchange Act).

In addition, BioCryst incorporates by reference any future filings it makes with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this joint proxy statement/prospectus and prior to the date of the BioCryst special meeting (other than information furnished pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K, unless expressly stated otherwise therein). Such documents are considered to be a part of this joint proxy statement/prospectus, effective as of the date such documents are filed.

You can obtain any of these documents from the SEC, through the SEC's website at the address described above, or BioCryst will provide you with copies of these documents, without charge, upon written or oral request to:

BioCryst Pharmaceuticals, Inc.
4505 Emperor Blvd., Suite 200
Durham, North Carolina 27703
Attention: Investor Relations

In the event of conflicting information in this joint proxy statement/prospectus in comparison to any document incorporated by reference into this joint proxy statement/prospectus, or among documents incorporated by reference, the information in the latest filed document controls.

You should rely only on the information contained or incorporated by reference into this joint proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in, or incorporated by reference into, this joint proxy statement/prospectus. This joint proxy statement/prospectus is dated May 30, 2018. You should not assume that the information contained in this joint proxy statement/prospectus is accurate as of any date other than that date. You should not assume that the information incorporated by reference into this joint proxy statement/prospectus is accurate as of any date other than the date of such incorporated document. Neither our mailing of this joint proxy statement/prospectus to Idera stockholders or BioCryst stockholders nor the issuance by Holdco of shares of common stock pursuant to the mergers will create any implication to the contrary.

This joint proxy statement/prospectus contains a description of the representations and warranties that each of Idera and BioCryst made to the other in the merger agreement. Representations and warranties made by Idera, BioCryst and other applicable parties are also set forth in contracts and other documents (including the merger agreement) that are attached or filed as exhibits to this joint proxy statement/prospectus or are incorporated by reference into this joint proxy statement/prospectus. These materials are included or incorporated by reference only to provide you with information regarding the terms and conditions of the agreements, and not to provide any other factual information regarding Idera, BioCryst or their businesses. Accordingly, the representations and warranties and other provisions of the merger agreement should not be read alone, but instead should be read only in conjunction with the other information provided elsewhere in this joint proxy statement/prospectus or incorporated by reference into this joint proxy statement/prospectus.

Annex A—Agreement and Plan of Merger, dated January 21, 2018

Table of Contents

AGREEMENT AND PLAN OF MERGER

among

BIOCRYST PHARMACEUTICALS, INC.,
IDERA PHARMACEUTICALS, INC.,
NAUTILUS HOLDCO, INC.,
ISLAND MERGER SUB, INC.

and

BOAT MERGER SUB, INC.

Dated as of January 21, 2018

Table of Contents

TABLE OF CONTENTS

Table of Contents

GLOSSARY OF DEFINED TERMS

Defined Term	Section
Acceptable Confidentiality Agreement	Section 8.3
affiliate	Section 8.3
Agreement	Preamble
Amended and Restated Holdco Charter	Section 1.4(c)
Anti-corruption Laws	Section 8.3
Antitrust Restraint	Section 5.6(c)
associate	Section 8.3
beneficial ownership	Section 8.3
Boat	Preamble
Boat Adverse Recommendation Change	Section 5.3(c)(ii)
Boat Benefit Plan	Section 4.11(a)
Boat Board	Section 4.3(b)
Boat Book-Entry Shares	Section 2.1(b)(iii)
Boat Business Personnel	Section 4.12(a)
Boat Bylaws	Section 4.1
Boat Certificate	Section 2.1(b)(iii)
Boat Certificate of Merger	Section 1.3(a)
Boat Charter	Section 4.1
Boat Common Stock	Section 2.1(b)
Boat Disclosure Schedule	Section 8.3
Boat ESPP	Section 2.7(d)(ii)
Boat Exchange Ratio	Section 2.1(b)(ii)
Boat Foreign Benefit Plan	Section 4.11(j)
Boat Leased Real Property	Section 8.3
Boat Material Adverse Effect	Section 8.3
Boat Material Contracts	Section 4.16(c)
Boat Material Intellectual Property	Section 4.17(d)
Boat Merger	Section 1.1(a)
Boat Merger Consideration	Section 2.1(b)(ii)
Boat Recommendation	Section 4.3(b)
Boat Registered Intellectual Property	Section 8.3
Boat RSU	Section 2.7(c)
Boat SEC Documents	Section 4.5(a)
Boat SEC Financial Statements	Section 4.5(c)
Boat Stock Option	Section 2.7(b)
Boat Stock Plan	Section 8.3
Boat Stockholder Approval	Section 4.3(c)
Boat Stockholders Meeting	Section 5.3(c)(i)
Boat Surviving Corporation	Section 1.1(a)
Boat Tax Opinion	Section 6.2(d)
Boat Termination Fee	Section 7.3(b)
Business Day	Section 8.3
Capitalization Date	Section 3.2(a)
Certificates of Merger	Section 1.3(a)
Chosen Courts	Section 8.10(b)
Closing	Section 1.2
Closing Bid Price	Section 8.3
Closing Date	Section 1.2

Defined Term	Section
COBRA	Section 3.11(g)
Code	Section 8.3
Common Shares Trust	Section 2.4(b)
Competing Proposal	Section 5.4(f)(i)
Competing Proposal Notice	Section 5.4(b)
Confidentiality Agreement	Section 5.5(a)
Continuing Employee	Section 5.14(b)
Contract	Section 8.3
control	Section 8.3
D&O Insurance	Section 5.9(c)
DEA	Section 3.18(b)
Designated Chairman	Section 1.6(a)
DGCL	Section 8.3
Disclosure Schedules	Section 8.3
Effective Time	Section 1.3(b)
Environmental Claim	Section 8.3
Environmental Laws	Section 8.3
Environmental Permits	Section 8.3
Equity Interest	Section 8.3
ERISA	Section 8.3
ERISA Affiliate	Section 8.3
Excess Shares	Section 2.4(a)
Exchange Act	Section 8.3
Exchange Agent	Section 2.5(a)
Exchange Fund	Section 2.5(a)
Existing Credit Facility	Section 8.3
Expenses	Section 8.3
FCPA	Section 3.9(b)
FDA	Section 3.18(b)
Form S-4	Section 3.7
Fractional Shares Cash Amount	Section 2.4(b)
GAAP	Section 8.3
Government Official	Section 8.3
Governmental Entity	Section 8.3
group	Section 8.3
Hazardous Materials	Section 8.3
Health Care Laws	Section 8.3
Health Care Permits	Section 3.18(b)
HIPAA	Section 8.3
Holdco	Preamble
Holdco Board	Section 1.6(a)
Holdco Common Stock	Section 2.1(a)(ii)
Holdco RSU	Section 2.7(c)
Holdco Stock Option	Section 2.7(a)
Holdco Warrant	Section 2.6(a)
HSR Act	Section 8.3
Indemnitee	Section 5.9(a)
Indemnitees	Section 5.9(a)
Intellectual Property	Section 8.3
Intended Tax Treatment	Section 5.13(a)

Table of Contents

Table of Contents

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is dated as of January 21, 2018, by and among BioCryst Pharmaceuticals, Inc., a Delaware corporation ("*Boat*"), Idera Pharmaceuticals, Inc., a Delaware corporation ("*Island*"), and Nautilus Holdco, Inc., a Delaware corporation and a wholly owned subsidiary of Boat ("*Holdco*"), Island Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Holdco ("*Merger Sub A*"), Boat Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Holdco ("*Merger Sub B*").

RECITALS

WHEREAS, Boat has organized Holdco, Merger Sub A and Merger Sub B for the purpose of effecting the transactions contemplated by this Agreement;

WHEREAS, each of Boat, Island and Holdco desire, following the satisfaction or waiver of the conditions set forth in *Article 6*, to effect the Mergers upon the terms and subject to the conditions set forth in this Agreement, pursuant to which Merger Sub A shall be merged with and into Island, with Island as the surviving entity in the Island Merger and continuing as a wholly owned subsidiary of Holdco, and Merger Sub B shall be merged with and into Boat, with Boat as the surviving entity in the Boat Merger and continuing as a wholly owned subsidiary of Holdco;

WHEREAS, the Boards of Directors of each of Boat, Island, Merger Sub A, Merger Sub B and Holdco have each unanimously approved and declared advisable this Agreement and the Transactions, including the Mergers, and determined that it is advisable and in the best interests of their respective companies and stockholders to consummate the Mergers and the Transactions on the terms and conditions set forth in this Agreement;

WHEREAS, the Board of Directors of each of Island and Boat has, subject to *Section 5.4*, resolved to recommend the adoption of this Agreement to their respective stockholders; and

WHEREAS, Boat, Island, Merger Sub A, Merger Sub B and Holdco desire to make certain representations, warranties, covenants and agreements in connection with the Mergers and also to prescribe various conditions to the Mergers.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement agree as follows:

ARTICLE 1
THE MERGERS

1.1 *The Mergers*.

(a) At the Effective Time, (a) Merger Sub A shall be merged with and into Island (the "*Island Merger*") in accordance with the DGCL, and upon the terms and conditions set forth in this Agreement, whereupon the separate existence of Merger Sub A shall cease and Island shall continue as the surviving corporation (the "*Island Surviving Corporation*"), and (b) Merger Sub B shall be merged with and into Boat (the "*Boat Merger*", and, together with the Island Merger, the "*Mergers*") in accordance with the DGCL, and upon the terms and conditions set forth in this Agreement, whereupon the separate existence of Merger Sub B shall cease and Boat shall continue as the surviving corporation (the "*Boat Surviving Corporation*"). As a result of the Mergers, the Island Surviving Corporation and the Boat Surviving Corporation shall become wholly owned subsidiaries of Holdco. The Mergers and other transactions contemplated by this Agreement are referred to herein as the "*Transactions*". References herein to "Island" and "Boat" with respect to the period from and after the Effective Time shall be deemed to be references to the Island Surviving Corporation and the Boat Surviving Corporation, respectively.

(b) The Mergers shall have the effects specified in the DGCL. From and after the Effective Time, (a) the Island Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities and duties of Island and Merger Sub A, and (b) the Boat Surviving Corporation shall possess all the rights, powers, privileges and franchises and be subject to all of the obligations, liabilities and duties of Boat and Merger Sub B, all as provided under the DGCL.

1.2 *Closing.* The closing of the Mergers (the "*Closing*") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York, 10036 at 9:00 a.m. local time, as soon as practicable (and, in any event, within three (3) Business Days) after satisfaction or, to the extent permitted hereunder, waiver of all applicable conditions set forth in *Article 6* (except for any conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction of such conditions or, to the extent permitted hereunder, waiver by the party entitled to waive such conditions) or at such other time and place as Boat and Island shall agree. The date and time at which the Closing occurs is referred to herein as the "*Closing Date*".

1.3 *Effective Time*.

(a) On the Closing Date, (a) Island and Merger Sub A shall file a certificate of merger relating to the Island Merger (the "*Island Certificate of Merger*") with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL, and (b) Boat and Merger Sub B shall file a certificate of merger relating to the Boat Merger (the "*Boat Certificate of Merger*" and, together with the Island Certificate of Merger, the "*Certificates of Merger*") with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL.

(b) The Mergers shall become effective concurrently upon the due filing of the Certificates of Merger with the Secretary of State of the State of Delaware, or such later time as Island and Boat shall agree and specify in the Certificates of Merger (such time as the Mergers become effective being the "*Effective Time*").

1.4 *Charters and Bylaws*.

(a) *Island Surviving Corporation Certificate of Incorporation and Bylaws.* At the Effective Time, the certificate of incorporation of Island in effect immediately prior to the Effective Time shall be amended and restated pursuant to the Island Merger in its entirety as set forth as *Exhibit A*, and as so amended and restated shall be the certificate of incorporation of the Island Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law. At the Effective Time, Holdco shall take such action necessary to cause the bylaws of Island in effect immediately prior to the Effective Time to be amended and restated in their entirety so as to be identical to the bylaws of Merger Sub A as in effect immediately prior to the Effective Time (except that the name of the Island Surviving Corporation shall be changed to "Idera Pharmaceuticals, Inc."), and as so amended and restated shall be the bylaws of the Island Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(b) *Boat Surviving Corporation Certificate of Incorporation and Bylaws.* At the Effective Time, the certificate of incorporation of Boat in effect immediately prior to the Effective Time shall be amended and restated pursuant to the Boat Merger in its entirety as set forth as *Exhibit B*, and as so amended and restated shall be the certificate of incorporation of the Boat Surviving

Table of Contents

Corporation until thereafter changed or amended as provided therein or by applicable Law. At the Effective Time, Holdco shall take such action necessary to cause the bylaws of Boat in effect immediately prior to the Effective Time to be amended and restated in their entirety so as to be identical to the bylaws of Merger Sub B as in effect immediately prior to the Effective Time (except that the name of the Boat Surviving Corporation shall be changed to "BioCryst Pharmaceuticals, Inc."), and as so amended and restated shall be the bylaws of the Boat Surviving Corporation until thereafter changed or amended as provided therein or by applicable Law.

(c) *Holdco Certificate of Incorporation and Bylaws; Name.* Boat shall take and shall cause Holdco to take all requisite action to cause the certificate of incorporation of Holdco (as in effect immediately prior to the Effective Time) to be amended and restated at the Effective Time in its entirety as set forth on *Exhibit C* (the "*Amended and Restated Holdco Charter*"), until thereafter amended as provided therein or by applicable Law. The Amended and Restated Holdco Charter will reflect the change in the corporate name of Holdco to a name to be mutually agreed by Boat and Island. Boat shall take and shall cause Holdco to take all requisite action to cause the Holdco Bylaws (as in effect immediately prior to the Effective Time) to be amended and restated as mutually agreed by the parties.

1.5 *Directors and Officers of the Surviving Corporations*.

(a) The parties shall take all necessary action such that, from and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable Law, (i) the directors of the Island Surviving Corporation shall be those individuals who were directors of Merger Sub A as of immediately prior to the Effective Time and (ii) the officers of the Island Surviving Corporation shall be those individuals who were officers of Island as of immediately prior to the Effective Time.

(b) The parties shall take all necessary action such that, from and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable Law, (i) the directors of the Boat Surviving Corporation shall be those individuals who were directors of Merger Sub B as of immediately prior to the Effective Time and (ii) the officers of the Boat Surviving Corporation shall be those individuals who were officers of Boat as of immediately prior to the Effective Time.

1.6 *Directors and Officers of Holdco*.

(a) Effective at the Effective Time, unless otherwise agreed by Island and Boat in writing, the parties shall take all necessary action to cause the size of the Board of Directors of Holdco (the "*Holdco Board*") to be comprised of nine (9) members. Four (4) directors shall be designated by the Board of Directors of Island, each of whom shall be a director of Island immediately prior to the Effective Time and be reasonably acceptable to Boat. Four (4) directors shall be designated by the Board of Directors of Boat, each of whom shall be a director of Boat immediately prior to the Effective Time and be reasonably acceptable to Island. One director shall be a person mutually agreed to by the Board of Directors of Island and the Board of Directors of Boat, who shall not be a director, officer or affiliate of either Boat or Island. Robert A. Ingram shall serve as chairman of the Holdco Board (the "*Designated Chairman*"). One of Island's director designees shall be Vincent J. Milano if he is serving as chief executive officer and a director of Island immediately prior to the Effective Time, and one of Boat's director designees shall be Jon T. Stonehouse if he is serving as chief executive officer and a director of Boat immediately prior to the Effective Time. Each director designee (other than the chief executive officer of Boat or Island immediately prior to the Effective Time) shall qualify as an "independent director", as such term is defined in NASDAQ Equity Rule 5605(a)(2); *provided*, that at least two (2) of the Island designees and two (2) of the Boat designees shall meet the minimum requirements to serve on Boat's audit committee under the NASDAQ Marketplace Rules. Effective at the Effective Time, unless otherwise agreed by Island and Boat in writing, the parties shall take all necessary action to cause (i) the Designated Chairman to be appointed to act as chairman of the Holdco Board, (ii) the directors designated by Island and Boat respectively to be appointed to the Holdco Board and (iii) at least one Island designee to be appointed to each committee of the Holdco Board.

(b) Effective at the Effective Time, unless otherwise approved by Island and Board in writing, the parties shall take all necessary action to cause Vincent J. Milano to be appointed as chief executive officer of Holdco. In the event that Vincent J. Milano is not the chief executive officer of Island immediately prior to the Effective Time, Boat and Island will agree on another individual to be appointed as chief executive officer of Holdco.

1.7 *Headquarters and Primary Research and Development Location.* The corporate headquarters for Holdco and its Subsidiaries will be located in Exton, Pennsylvania. The primary location for research and development for Holdco and its Subsidiaries will be located in Birmingham, Alabama.

1.8 *Tax Treatment.* For U.S. federal income Tax purposes, it is intended that (a) the Mergers together be treated as an "exchange" described in Section 351 of the Code, and the regulations promulgated thereunder, (b) the Boat Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and the regulations promulgated thereunder, and (c) this Agreement will constitute a "plan of reorganization" for purposes of Sections 354 and 361 of the Code.

ARTICLE 2
CONVERSION OF SECURITIES IN THE MERGERS

2.1 *Effect on Capital Stock of Island and Boat.*

(a) *Conversion of Island Common Stock, Island Preferred Stock and Merger Sub A Common Stock.* At the Effective Time, by virtue of the Island Merger and without any action on the part of Holdco, Island, Merger Sub A or any holder of any shares of Island common stock, $0.001 par value per share ("*Island Common Stock*") or Island Series A convertible preferred stock, $0.01 par value per share ("*Island Preferred Stock*"):

(i) All shares of Island Common Stock or Island Preferred Stock that are owned by Boat, Island, Holdco, Merger Sub A or Merger Sub B or any wholly owned Subsidiary of Boat, Island, Holdco, Merger Sub A or Merger Sub B (or are held in treasury by Island) immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(ii) Subject to *Section 2.1(a)(i)*, *Section 2.3*, *Section 2.4* and *Section 2.7*, (i) each share of Island Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent the right to receive that number of validly issued, fully paid and non-assessable shares of Holdco common stock, $0.01 par value per share ("*Holdco Common Stock*"), equal to the Island Exchange Ratio and cash in lieu of fractional shares of Holdco Common Stock as contemplated by *Section 2.4* (the "*Island Common Stock Merger Consideration*"), and (ii) each share of Island Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent the right to receive the Preferred Stock Liquidation Preference. The shares of Holdco Common Stock to be issued upon the conversion of shares of Island Common Stock and Island Preferred Stock pursuant to this *Section 2.1(a)* and the Fractional Shares Cash Amount to be paid in lieu of fractional shares pursuant to *Section 2.4* are referred to, as applicable, as the "*Island Merger Consideration*". For purposes of this Agreement, "*Island Exchange Ratio*" means 0.20.

(iii) All of the outstanding shares of Island Common Stock and Island Preferred Stock shall be converted into the right to receive the applicable Island Merger Consideration pursuant to this *Section 2.1(a)* and all such shares of Island Common Stock and Island Preferred Stock shall cease to be outstanding and shall cease to exist and, as of the Effective Time, each holder of a certificate representing any such shares of Island Common Stock or Island Preferred Stock (an "*Island Certificate*") or shares of Island Common Stock or Island Preferred Stock held in book entry form ("*Island Book-Entry Shares*") shall cease to have any rights with respect thereto, except the right to receive, in accordance with *Section 2.1(a)(ii)*, the applicable Island Merger Consideration, upon surrender of such Island Certificate or Island Book-Entry Share in accordance with *Section 2.5*.

(iv) Each share of Merger Sub A Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value $0.001 per share, of the Island Surviving Corporation.

(b) *Conversion of Boat Common Stock and Merger Sub B Common Stock.* At the Effective Time, by virtue of the Boat Merger and without any action on the part of Holdco, Boat, Merger Sub B or any holder of any shares of Boat common stock, $0.01 par value per share ("*Boat Common Stock*"):

(i) All shares of Boat Common Stock that are owned by Boat, Island, Holdco, Merger Sub A or Merger Sub B or any wholly owned Subsidiary of Boat, Island, Holdco, Merger Sub A or Merger Sub B (or are held in treasury by Boat) immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(ii) Subject to *Section 2.1(b)(i)*, *Section 2.3*, *Section 2.4* and *Section 2.7,* each share of Boat Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent the right to receive that number of validly issued, fully paid and non-assessable share of Holdco Common Stock equal to the Boat Exchange Ratio and cash in lieu of fractional shares of Holdco Common Stock as contemplated by *Section 2.4*. The shares of Holdco Common Stock to be issued upon the conversion of shares of Boat Common Stock pursuant to this *Section 2.1(b)* and the Fractional Shares Cash Amount to be paid in lieu of fractional shares pursuant to *Section 2.4* are referred to as the "*Boat Merger Consideration*". For purposes of this Agreement, "*Boat Exchange Ratio*" means 0.50.

(iii) All of the outstanding shares of Boat Common Stock shall be converted into the right to receive the Boat Merger Consideration pursuant to this *Section 2.1(b)* and all such shares of Boat Common Stock shall cease to be outstanding and shall cease to exist and, as of the Effective Time, each holder of a certificate representing any such shares of Boat Common Stock (a "*Boat Certificate*") or shares of Boat Common Stock held in book entry form ("*Boat Book-Entry Shares*") shall cease to have any rights with respect thereto, except the right to receive, in accordance with *Section 2.1(b)(ii)*, the Boat Merger Consideration, upon surrender of such Boat Certificate or Boat Book-Entry Share in accordance with *Section 2.5*.

(iv) Each share of common stock, par value $0.01 per share, of Merger Sub B issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value $0.001 per share, of the Boat Surviving Corporation.

2.2 *Effect on Holdco Common Stock.* At the Effective Time, each share of Holdco Common Stock issued and outstanding immediately prior to the Effective Time shall remain outstanding. Immediately following the Effective Time, shares of capital stock of Holdco owned by the Island Surviving Corporation or the Boat Surviving Corporation shall be surrendered to Holdco without payment therefor.

Table of Contents

2.3 *Certain Adjustments.* Notwithstanding anything in this Agreement to the contrary, if, from the date of this Agreement until the Effective Time, the outstanding shares of Boat Common Stock, Island Common Stock or Island Preferred Stock shall have been changed into a different number of shares or a different class by reason of any reclassification, stock split (including a reverse stock split), recapitalization, split-up, combination, exchange of shares, readjustment, or other similar transaction, or a stock dividend or stock distribution thereon shall be declared with a record date within said period, the applicable Island Merger Consideration, the Island Exchange Ratio and the Boat Exchange Ratio and the Boat Merger Consideration and any other similarly dependent items, as the case may be, shall be equitably adjusted to provide the holders of Island Common Stock, Island Preferred Stock or Boat Common Stock, as applicable, the same economic effect as contemplated by this Agreement prior to such event.

2.4 *Fractional Shares*.

(a) No fractional shares of Holdco Common Stock or shall be issued in the Mergers, but in lieu thereof each holder of Island Common Stock, Island Preferred Stock or Boat Common Stock otherwise entitled to a fractional share of Holdco Common Stock will be entitled to receive, from the Exchange Agent in accordance with the provisions of this *Section 2.4*, a cash payment in lieu of such fractional share of Holdco Common Stock representing such holder's proportionate interest, if any, in the proceeds from the sale by the Exchange Agent (reduced by any fees of the Exchange Agent attributable to such sale) in one or more transactions of shares of Holdco Common Stock equal to the excess of (A) the aggregate number of shares of Holdco Common Stock to be delivered to the Exchange Agent by Holdco pursuant to *Section 2.5(a)* over (B) the aggregate number of whole shares of Holdco Common Stock to be distributed to the holders of shares of Island Common Stock, Island Preferred Stock or Boat Common Stock pursuant to *Section 2.5(b)* (such excess, the "*Excess Shares*"). Island, Boat and Holdco acknowledge that payment of the cash consideration in lieu of issuing fractional shares of Holdco Common Stock was not separately bargained-for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience to Holdco that would otherwise be caused by the issuance of fractional shares of Holdco Common Stock. As soon as practicable after the Effective Time, the Exchange Agent, as agent for the holders of Island Common Stock, Island Preferred Stock and Boat Common Stock that would otherwise receive fractional shares of Holdco Common Stock, shall sell the Excess Shares at then prevailing prices on the NASDAQ in the manner provided in the following paragraph.

(b) The sale of the Excess Shares by the Exchange Agent, as agent for the holders of Island Common Stock, Island Preferred Stock and Boat Common Stock that would otherwise receive fractional shares of Holdco Common Stock, shall be executed on the NASDAQ and shall be executed in round lots to the extent practicable. Until the proceeds of such sale or sales have been distributed to the holders of Island Common Stock, Island Preferred Stock and Boat Common Stock, the Exchange Agent shall hold such proceeds in trust for the holders of Island Common Stock, Island Preferred Stock and Boat Common Stock that would otherwise receive fractional shares of Holdco Common Stock (the "*Common Shares Trust*"). The Exchange Agent shall determine the portion of the Common Shares Trust to which each holder of Island Common Stock, Island Preferred Stock or Boat Common Stock shall be entitled, if any, by multiplying the amount of the aggregate proceeds comprising the Common Shares Trust by a fraction, the numerator of which is the amount of the fractional share interest to which such holder of Island Common Stock, Island Preferred Stock or Boat Common Stock would otherwise be entitled and the denominator of which is the aggregate amount of fractional share interests to which all holders of Island Common Stock, Island Preferred Stock and Boat Common Stock would otherwise be entitled (the "*Fractional Shares Cash Amount*").

(c) As soon as practicable after the determination of the amount of cash, if any, to be paid to holders of Island Common Stock in lieu of any fractional shares of Holdco Common Stock, the Exchange Agent shall make available such amounts to such holders of shares of Island Common Stock without interest, subject to and in accordance with *Section 2.5*.

2.5 *Exchange of Certificates and Book-Entry Shares*.

(a) Prior to the dissemination of the Joint Proxy Statement to the stockholders of Island and the stockholders of Boat, Boat and Island shall appoint a nationally recognized financial institution or trust company to act as exchange agent (the "*Exchange Agent*") for the payment and delivery of the Island Merger Consideration and the Boat Merger Consideration. At or prior to the Effective Time, Holdco shall (and Boat and Island shall cause Holdco to) deposit, in trust for the benefit of the holders of Island Common Stock, the holders of Island Preferred Stock and the holders of Boat Common Stock, with the Exchange Agent for exchange in accordance with this *Article 2*, a number of shares of Holdco Common Stock equal to the total shares of Holdco Common Stock issuable pursuant to *Section 2.1* (together with the Fractional Shares Cash Amount, the "*Exchange Fund*"). The Exchange Agent shall, pursuant to irrevocable instructions, deliver the whole shares of Holdco Common Stock contemplated to be issued pursuant to *Section 2.1*, the Fractional Shares Cash Amount out of the Exchange Fund. The Exchange Fund shall not be used for any other purpose.

(b) *Exchange Procedures.* As promptly as practicable after the Effective Time (but in no event later than three (3) Business Days thereafter), Holdco shall cause the Exchange Agent to mail to each holder of record of an Island Certificate, Island Book-Entry Share, Boat Certificate or Boat Book-Entry Share, in each case which shares were converted into the right to receive the applicable Island Merger Consideration or Boat Merger Consideration at the Effective Time pursuant to this Agreement: (i) a letter of transmittal, which shall specify that delivery shall be effected, and risk of loss and title to the Island Certificates and Boat Certificates shall pass, only upon delivery of the Island Certificates and Boat Certificates to the Exchange Agent, and shall otherwise be in such form and have such other provisions as Boat, Island and the Exchange Agent may reasonably specify, and (ii) instructions for effecting the surrender of the Island Certificates, Island Book-Entry Shares, Boat Certificates and Boat Book-Entry Shares in exchange for the applicable Island Merger Consideration or Boat Merger Consideration, as applicable, and the method of payment of such holder's Fractional Shares Cash Amount. Upon surrender of Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Island and Boat, and upon delivery of a letter of transmittal, duly executed and in proper form with all required enclosures and attachments, with respect to such Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares, the holder of such Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares shall be entitled to receive the whole shares of Holdco Common Stock that such holder is entitled to receive pursuant to *Section 2.1* and, if applicable, the Fractional Shares Cash Amount for each share of Island Common Stock, Island Preferred Stock or Boat Common Stock formerly represented by such Island Certificates or Island Book-Entry Share or Boat Certificates or Boat Book Entry Share. Any Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares so surrendered shall forthwith be cancelled. If payment of the applicable Island Merger Consideration or Boat Merger Consideration is to be made to a Person other than the Person in whose name any surrendered Island Certificate or Boat Certificate, as applicable is registered, it shall be a condition precedent to payment that the Island Certificate or Boat Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer, and the Person requesting such payment shall have paid any transfer and other similar Taxes required by reason of the delivery of the applicable Island Merger Consideration or Boat

Merger Consideration, as applicable, to a Person other than the registered holder of the Island Certificate or Boat Certificate so surrendered and shall have established to the satisfaction of Holdco that such Taxes either have been paid or are not required to be paid. Delivery of the applicable Island Merger Consideration or Boat Merger Consideration, as applicable, with respect to Island Book-Entry Shares and Boat Book-Entry Shares shall only be made to the Person in whose name such shares are registered. Until surrendered as contemplated hereby, each Island Certificate, Island Book-Entry Share, Boat Certificate or Boat Book-Entry Share shall be deemed at any time after the Effective Time to represent only the right to receive the applicable Island Merger Consideration or Boat Merger Considerations provided in this Agreement.

(c) *Transfer Books.* At the Effective Time, the stock transfer books of Island and Boat shall be closed and thereafter there shall be no further registration of transfers of shares of Island Common Stock or Island Preferred Stock on the records of Island or shares of Boat Common Stock on the records of Boat. From and after the Effective Time, the holders of Island Certificates, Island Book-Entry Shares, Boat Certificates and Boat Book-Entry Shares representing shares of Island Common Stock, Island Preferred Stock and Boat Common Stock, as applicable, outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares except as otherwise provided for herein or by applicable Law. If, after the Effective Time, Island Certificates or Boat Certificates representing shares of Island Common Stock, Island Preferred Stock or Boat Common Stock are presented to the Island Surviving Corporation or the Boat Surviving Corporation for any reason, they shall be cancelled and exchanged for the whole shares of Holdco Common Stock that such holder is entitled to receive pursuant to *Section 2.1* and, if applicable, the Fractional Shares Cash Amount as provided in this Agreement subject, in each case, to any applicable abandoned property, escheat or similar Laws.

(d) *Termination of Fund; Abandoned Property.* At any time following six months after the Closing Date, Holdco shall be entitled to require the Exchange Agent to deliver to it any shares of Holdco Common Stock or cash remaining in the Exchange Fund made available to the Exchange Agent and not delivered to holders of Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares and thereafter such holders shall be entitled to look only to Holdco (subject to abandoned property, escheat or other similar Laws) only as general creditors thereof with respect to the applicable Island Merger Consideration or Boat Merger Consideration, as applicable, payable upon due surrender of their Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares and compliance with the procedures in *Section 2.5*. If, prior to six years after the Closing Date (or otherwise immediately prior to such time on which any payment in respect hereof would escheat to or become the property of any Governmental Entity pursuant to any applicable abandoned property, escheat or similar Laws), any holder of Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares has not complied with the procedures in *Section 2.5* to receive the applicable Island Merger Consideration or Boat Merger Consideration to which such holder would otherwise be entitled, the applicable Island Merger Consideration or Boat Merger Consideration to which such holder would otherwise be entitled in respect of such Island Certificates, Island Book-Entry Shares, Boat Certificates or Boat Book-Entry Shares shall, to the extent permitted by applicable Law, become the property of Holdco, free and clear of all claims or interest of any Person previously entitled thereto. Notwithstanding the foregoing, none of Boat, the Island Surviving Corporation, the Boat Surviving Corporation or the Exchange Agent, or any Representative or affiliate thereof, shall be liable to any holder of an Island Certificate, Island Book-Entry Shares, Boat Certificate or Boat Book-Entry Shares for Island Merger Consideration or Boat Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(e) *Lost, Stolen or Destroyed Certificates.* In the event that any Island Certificates or Boat Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Island Certificates or Boat Certificates, upon the making of an affidavit of that fact by the holder thereof, the applicable Island Merger Consideration or Boat Merger Consideration payable in respect thereof pursuant to *Sections 2.1(a)(ii)* and *2.1(b)(ii)*; *provided*, *however*, that Holdco or the Exchange Agent may, in its reasonable discretion and as a condition precedent to the payment of the applicable Island Merger Consideration or Boat Merger Consideration, require the owners of such lost, stolen or destroyed Island Certificates or Boat Certificates to deliver a customary indemnity against any claim that may be made against Holdco, the Island Surviving Corporation, the Boat Surviving Corporation or the Exchange Agent with respect to the Island Certificates or Boat Certificates alleged to have been lost, stolen or destroyed.

(f) *Distributions with Respect to Unexchanged Holdco Common Stock.* No dividends or other distributions declared or made after the Effective Time with respect to Holdco Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Island Certificate, Island Book-Entry Share, Boat Certificate or Boat Book-Entry Share with respect to any shares of Holdco Common Stock represented thereby, and, if applicable, no portion of the Fractional Shares Cash Amount shall be paid to any such holder pursuant to *Section 2.4*, unless and until the holder of such Island Certificate, Island Book-Entry Share, Boat Certificate or Boat Book-Entry Share shall surrender such Island Certificate, Island Book-Entry Share, Boat Certificate or Boat Book-Entry Share in accordance with this *Section 2.5*. Subject to the effect of escheat, Tax or other applicable Laws, following surrender of any such Island Certificate, Island Book-Entry Share, Boat Certificate or Boat Book-Entry Share in accordance with this *Section 2.5,* there shall be paid by Holdco to the holder of the certificates representing whole shares of Holdco Common Stock issued in exchange therefor, without interest, (i) promptly, the portion of the Fractional Shares Cash Amount, if applicable, payable with respect to a fractional share of Holdco Common Stock to which such holder is entitled pursuant to *Section 2.4* and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Holdco Common Stock and (ii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Effective Time but prior to surrender and a payment date occurring after surrender, payable with respect to such whole shares of Holdco Common Stock.

2.6 *Island Warrants*.

(a) As of the Effective Time, each Island Warrant and each Island Pre-Funded Warrant that is outstanding and unexercised immediately prior to the Effective Time, whether or not then exercisable, shall be assumed by Holdco and shall be converted into a warrant (a "*Holdco Warrant*") to acquire Holdco Common Stock. Each such Holdco Warrant as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions as applied to the Island Warrant or Island Pre-Funded Warrant, as applicable, immediately prior to the Effective Time except that, as of the Effective Time, each such Holdco Warrant as so assumed and converted shall be a warrant to acquire that number of whole shares of Holdco Common Stock (rounded down to the nearest whole share) equal to the product of (i) the number of shares of Island Common Stock subject to such Island Warrant or Island Pre-Funded Warrant, as applicable, and (ii) the Island Exchange Ratio, at an exercise price per share of Holdco Common Stock (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (x) the exercise price per share of Island Common Stock of such Island Warrant or Island Pre-Funded Warrant, as applicable, by (y) the Island Exchange Ratio.

(b) Not later than the Closing Date, Holdco shall deliver to the holders of Island Warrants and to the holders of Island Pre-Funded Warrants any notices required under the terms of the Island Warrants or Island Pre-Funded Warrants, as applicable, in connection with this Agreement and the Transactions.

2.7 *Stock Options and Stock-Based Awards.*

(a) *Treatment of Island Stock Options.* As of the Effective Time, by virtue of the Mergers and without any action on the part of the holders thereof, each option to acquire shares of Island Common Stock (an "*Island Stock Option*") that is outstanding and unexercised immediately prior to the Effective Time, whether or not then vested or exercisable, shall (i) be assumed by Holdco and shall be converted into an option (a "*Holdco Stock Option*") to acquire shares of Holdco Common Stock in accordance with this *Section 2.7(a)* and (ii) if the Island Stock Option is held by an individual who is not a party to Island Severance and Change of Control Agreement, such Island Stock Option shall accelerate and vest in full. Each such Holdco Stock Option as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions (other than, with respect to the options described in subclause (ii), vesting) as applied to the Holdco Stock Option immediately prior to the Effective Time except that, as of the Effective Time, each such Holdco Stock Option as so assumed and converted shall be an option to acquire that number of whole shares of Holdco Common Stock (rounded down to the nearest whole share) equal to the product of (A) the number of shares of Island Common Stock subject to such Island Stock Option and (B) the Island Exchange Ratio, at an exercise price per share of Holdco Common Stock (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (x) the exercise price per share of Island Common Stock of such Island Stock Option by (y) the Island Exchange Ratio (*provided*, that the exercise price and the number of shares of Holdco Common Stock subject to the Holdco Stock Option shall be determined in a manner consistent with the requirements of Section 409A of the Code, and, in the case of Island Stock Options that are intended to qualify as incentive stock options within the meaning of Section 422 of the Code, consistent with the requirements of Section 424 of the Code).

(b) *Treatment of Boat Stock Options.* As of the Effective Time, by virtue of the Mergers and without any action on the part of the holders thereof, each option to acquire shares of Boat Common Stock (a "*Boat Stock Option*") that is outstanding and unexercised immediately prior to the Effective Time, whether or not then vested or exercisable, shall (i) accelerate and vest in full and (ii) be assumed by Holdco and shall be converted into a Holdco Stock Option to acquire shares of Holdco Common Stock in accordance with this *Section 2.7(b)*. Each such Holdco Stock Option as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions (other than vesting) as applied to the Holdco Stock Option immediately prior to the Effective Time,except that, as of the Effective Time, each such Boat Stock Option as so assumed and converted shall be an option to acquire that number of whole shares of Holdco Common Stock (rounded down to the nearest whole share) equal to the product of (A) the number of shares of Boat Common Stock subject to such Boat Stock Option and (B) the Boat Exchange Ratio, at an exercise price per share of Holdco Common Stock (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (x) the exercise price per share of Boat Common Stock of such Boat Stock Option by (y) the Boat Exchange Ratio (*provided*, that the exercise price and the number of shares of Holdco Common Stock subject to the Holdco Stock Option shall be determined in a manner consistent with the requirements of Section 409A of the Code, and, in the case of Boat Stock Options that are intended to qualify as incentive stock options within the meaning of Section 422 of the Code, consistent with the requirements of Section 424 of the Code).

(c) As of the Effective Time, by virtue of the Mergers and without any action on the part of the holders thereof, each restricted stock unit covering Boat Common Stock (each, a "*Boat RSU*") that is outstanding immediately prior to the Effective Time shall be assumed by Holdco and shall (i) accelerate and vest in full and (ii) be converted into a restricted stock unit (a "*Holdco RSU*") to acquire Holdco Common Stock in accordance with this *Section 2.7(c)*. Each such Holdco RSU as so assumed and converted shall continue to have, and shall be subject to, the same terms and conditions (other than vesting) as applied to the Boat RSU immediately prior to the Effective Time, except that, as of the Effective Time, each such Boat RSU as so assumed and converted shall be a restricted stock unit covering that number of whole shares of Holdco Common Stock (rounded down to the nearest whole share) equal to the product of (A) the number of shares of Boat Common Stock subject to such Boat RSU and (B) the Boat Exchange Ratio.

(d) *Treatment of Employee Stock Purchase Plans.*

(i) As soon as practicable following the date of this Agreement, the Island Board shall take all actions with respect to the Island 2017 Employee Stock Purchase Plan, as amended (the "*Island ESPP*") that are necessary to provide that with respect to the offering period that would otherwise be in effect on the Closing Date, such offering period shall terminate and any options then-outstanding under the Island ESPP shall be exercised, on the date immediately preceding the Closing Date or such earlier date as mutually agreed in writing by Boat and Island.

(ii) As soon as practicable following the date of this Agreement, the Boat Board shall take all actions with respect to the Boat Amended and Restated Employee Stock Purchase Plan (the "*Boat ESPP*") that are necessary to provide that with respect to the offering period that would otherwise be in effect on the Closing Date, such offering period shall terminate and any options then-outstanding under the Boat ESPP shall be exercised, on the date immediately preceding the Closing Date or such earlier date as mutually agreed in writing by Boat and Island.

(e) Subject to *Section 5.14(f)*, as of the Effective Time, Holdco shall, by virtue of the Mergers, assume the Boat Stock Plan, each Island Stock Plan, the Boat ESPP and the Island ESPP. Following the Effective Time, Holdco shall continue to maintain any such assumed plans (each, as may be amended or terminated from time to time in accordance therewith), and shall be able to grant "incentive stock options" (within the meaning of Section 422 of the Code and the Treasury Regulations promulgated thereunder) under each such plan. As of immediately prior to the Effective Time: (i) the maximum number of shares of Boat Common Stock that may be issued under the Boat Stock Plan and the Boat ESPP upon the exercise of incentive stock options (including outstanding grants) is 24,190,000 and 1,475,000, respectively (subject to certain adjustments in the applicable plan in accordance with the Treasury Regulations promulgated thereunder), (ii) employees of Boat are eligible to receive incentive stock options under each of the Boat Stock Plan and the Boat ESPP, (iii) the maximum number of shares of Island Common Stock that may be issued under the Island 2005 Stock Incentive Plan, the 2008 Stock Incentive Plan, the 2013 Stock Incentive Plan and the Island ESPP upon the exercise of incentive stock options (including outstanding grants) is 1,125,000, 6,000,000, 32,171,438 and 500,000, respectively (subject to certain adjustments in the applicable plan in accordance with the Treasury Regulations promulgated thereunder) and (iv) employees of Island are eligible to receive incentive stock options under each such Island Stock Plan and the Island ESPP. As of immediately following the Effective Time, by virtue of the Mergers, (i) the maximum number of shares of Holdco Common Stock that may be issued under the Boat Stock Plan and the Boat ESPP as incentive stock options (including outstanding grants) shall be 24,190,000 and 1,475,000, respectively (subject to certain adjustments (x) in the applicable plan in accordance with the Treasury Regulations promulgated thereunder and (y) to reflect the Boat Exchange Ratio), (ii) employees of Holdco and its subsidiaries shall be eligible to receive incentive stock options under the Boat Stock Plan and the Boat ESPP, (iii) the maximum number of shares of Holdco Common Stock that may be issued under the Island 2005 Stock Incentive Plan, the 2008 Stock Incentive Plan, the 2013 Stock Incentive Plan and the Island ESPP as incentive stock options (including outstanding grants) shall be 1,125,000, 6,000,000, 32,171,438 and 500,000, respectively (subject to certain adjustments (x) in the applicable plan in accordance with the Treasury Regulations promulgated thereunder and

Table of Contents

(y) to reflect the Island Exchange Ratio) and (iv) the employees of Holdco and its subsidiaries shall be eligible to receive incentive stock options under the Island Stock Plans and the Island ESPP.

(f) At the Effective Time, Holdco shall assume all the obligations of Island and Boat under the Island Stock Plans, the Boat Stock Plan, each outstanding Island Stock Option, Boat Stock Option, Boat RSU and the agreements evidencing the grants thereof, and the number and kind of shares available for issuance under each Island Stock Plan and the Boat Stock Plan shall be adjusted to reflect shares of Holdco Common Stock in accordance with the provisions of the applicable Island Stock Plan and the Boat Stock Plan. Prior to the Effective Time, Island and Boat shall take all necessary action for the adjustment and assumption of equity awards under this *Section 2.7*. Holdco shall reserve for future issuance a number of shares of Holdco Common Stock at least equal to the number of shares of Holdco Common Stock that will be subject to Holdco Stock Options and Holdco RSUs as a result of the actions contemplated by this *Section 2.7*. Not later than the Closing Date, Holdco shall file an effective registration statement on Form S-8 (or other applicable form) with respect to the Holdco Common Stock subject to such Holdco Stock Options and Holdco RSUs and shall distribute a prospectus relating to such Form S-8, and Holdco shall use reasonable best efforts to maintain the effectiveness of such registration statement or registration statements (and maintain the current status of the prospectus or prospectuses contained therein) for so long as such Holdco Stock Options and Holdco RSUs remain outstanding.

2.8 *Withholding Rights.* Each of Holdco, Boat, the Boat Surviving Corporation, Island, the Island Surviving Corporation, Merger Sub A, Merger Sub B and the Exchange Agent shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement to any Person, such amounts as are required to be deducted and withheld under the Code, Treasury Regulations promulgated under the Code or any applicable provisions of state, local or non-U.S. Tax Law. Boat, Merger Sub or the Exchange Agent, as appropriate, shall provide commercially reasonable notice to Island upon becoming aware of any such withholding obligation and shall cooperate with Island to the extent reasonable to obtain reduction of or relief from such withholding. To the extent that amounts are so deducted and withheld and timely paid over to the applicable Governmental Entity, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person(s) in respect of which such deduction and withholding was made.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF ISLAND

Except (a) as set forth in the Island Disclosure Schedule (subject to *Section 8.14*) and (b) as otherwise disclosed or identified in the Island SEC Documents publicly filed or furnished after December 31, 2015 and prior to the date hereof (other than (i) any forward-looking disclosures contained in the "Forward Looking Statements" and "Risk Factors" sections of the Island SEC Documents and any other disclosures included therein to the extent they are primarily predictive, cautionary or forward looking in nature and (ii) information included in, or incorporated by reference as, exhibits and schedules to any Island SEC Document, and provided that the exception provided for in this clause (b) shall be applied if, and only if, the nature and content of the applicable disclosure in any such Island SEC Document publicly filed or furnished prior to the date hereof is reasonably specific as to matters and items such that the subject matter of such disclosure is reasonably apparent on the face of the text of such disclosure to be applicable to the representation set forth herein), Island hereby represents and warrants to Boat as follows:

3.1 *Corporate Organization*. Island is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Island is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified, has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect. Island has provided Boat true, complete and correct copies of the Restated Certificate of Incorporation, as amended (the "*Island Charter*"), and By-Laws of Island (the "*Island Bylaws*") as in effect as of the date of this Agreement. Island is not in violation of any of the provisions of the Island Charter or the Island Bylaws.

3.2 *Island Capitalization.*

(a) The authorized capital stock of Island consists of two hundred eighty million (280,000,000) shares of Island Common Stock and five million (5,000,000) shares of Island Preferred Stock. As of January 3, 2018 (the "*Capitalization Date*"), (i) 195,635,196 shares of Island Common Stock (other than treasury shares) were issued and outstanding, all of which were validly issued and fully paid, nonassessable and free of preemptive rights, (ii) no shares of Island Common Stock were held in the treasury of Island, (iii) 25,225,500 shares of Island Common Stock were issuable (and such number was reserved for issuance) upon exercise of Island Stock Options outstanding as of such date, (iv) 456,961 shares of Island Common Stock were authorized for issuance pursuant to the Island ESPP, (v) 1,926 shares of Island Common Stock were issuable (and such number was reserved for issuance) upon conversion of Island Preferred Stock, at a conversion rate of 2.94118 per share, (vi) 21,606,327 shares of Island Common Stock were issuable (and such number was reserved for issuance) upon exercise of warrants (the "*Island Warrants*"), at a weighted average exercise price of $0.47 per share, (vii) 22,151,052 shares of Island Common Stock were issuable (and such number was reserved for issuance) upon exercise of pre-funded warrants (the "*Island Pre-Funded Warrants*"), at an exercise price of $0.01 per share and (viii) 655 shares of Island Preferred Stock were issued and outstanding, all of which were validly issued. Except for Island Stock Options to purchase not more than 25,225,500 shares of Island Common Stock, 456,961 shares of Island Common Stock authorized for issuance under the Island ESPP, Island Preferred Stock convertible into not more than 1,926 shares of Island Common Stock, Island Warrants exercisable into not more than 21,606,327 shares of Island Common Stock and Island Pre-Funded Warrants exercisable into not more than 22,151,052 shares of Island Common Stock, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Island is a party or by which Island is bound relating to the issued or unissued capital stock or other Equity Interests of Island, or securities convertible into or exchangeable for such capital stock or other Equity Interests, or obligating Island to issue or sell any shares of its capital stock or other Equity Interests, or securities convertible into or exchangeable for such capital stock of, or other Equity Interests in, Island. Since the Capitalization Date, Island has not issued any shares of its capital stock or other Equity Interests, or securities convertible into or exchangeable for such capital stock or other Equity Interests, other than those shares of capital stock reserved for issuance described in this *Section 3.2(a)*. Island has previously provided Boat with a true and complete list, by holder and as of the date hereof, of (i) the prices at which each outstanding Island Stock Option may be exercised, the number of shares of Island Common Stock underlying such Island Stock Option, the vesting schedule of the Island Stock Options and whether such option is intended to be an "incentive stock option" within the meaning of Section 422 of the Code, (ii) the number of shares of Island Preferred Stock outstanding, (iii) the prices at which each Island Warrant may be exercised under the terms of such Island Warrant and the number of shares of Island Common Stock subject to each such Island Warrant, and (iv) the prices at which each Island Pre-Funded Warrant may be exercised under the terms of such Island Pre-Funded Warrant and the number of shares of Island Common Stock subject to each such Island Pre-Funded Warrant. All shares of Island Common Stock subject to issuance under an Island Stock Plan, or subject to issuance upon conversion of any Island Preferred Stock or exercise of any

Table of Contents

Island Warrant or Island Pre-Funded Warrant, upon issuance prior to the Effective Time on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights. There are no bonds, debentures, notes or other indebtedness of Island having the right to vote on any matters on which stockholders of Island may vote. Island is not a party to any voting agreement with respect to the voting of any Equity Interests of Island.

(b) There are no outstanding contractual obligations of Island (i) restricting the transfer of, (ii) affecting the voting rights of, (iii) requiring the repurchase, redemption or disposition of, or containing any right of first refusal with respect to, (iv) requiring the registration for sale of, or (v) granting any preemptive or antidilutive right with respect to, any shares of Island Common Stock or Island Preferred Stock or any capital stock of, or other Equity Interests in, Island.

(c) Island has no Subsidiaries. There are no outstanding contractual obligations of Island to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person.

3.3 *Authority; Execution and Delivery; Enforceability*.

(a) Island has all necessary power and authority to execute and deliver this Agreement, to perform and comply with each of its obligations under this Agreement and, subject to the receipt of the Island Stockholder Approval, to consummate the Transactions. The execution and delivery by Island of this Agreement, the performance and compliance by Island with each of its obligations herein and the consummation by Island of the Transactions have been duly authorized by all necessary corporate action on the part of Island, subject to receipt of the Island Stockholder Approval, and no other corporate proceedings on the part of Island and no stockholder votes are necessary to authorize this Agreement or the consummation by Island of the Transactions. Island has duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Boat, Merger Sub A, Merger Sub B and Holdco of this Agreement, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

(b) The Board of Directors of Island (the "*Island Board*"), at a meeting duly called and held, unanimously adopted resolutions (i) adopting and approving this Agreement and the consummation of the Transactions upon the terms and subject to the conditions set forth in this Agreement, (ii) determining that the terms of this Agreement, the Mergers and the other Transactions are fair to, and in the best interests of, Island and its stockholders, (iii) directing that this Agreement be submitted to the stockholders of Island for approval and adoption, (iv) recommending that its stockholders adopt this Agreement and (v) declaring that this Agreement is advisable (the "*Island Recommendation*").

(c) Assuming the accuracy of the representations and warranties in *Section 4.21*, to the Knowledge of Island, no takeover, anti-takeover, business combination, control share acquisition or similar Law applies to this Agreement, the Mergers or the other Transactions. The only vote of holders of any class or series of Equity Interests of Island necessary to adopt this Agreement is the adoption of this Agreement by the holders of a majority of the shares of Island Common Stock outstanding and entitled to vote thereon at the Island Stockholders Meeting (the "*Island Stockholder Approval*"). No other vote of the holders of Island Common Stock, Island Preferred Stock or any other Equity Interests of Island is necessary to consummate the Transactions.

3.4 *No Conflicts*.

(a) The execution and delivery of this Agreement by Island does not and will not, and the performance of this Agreement by Island and the consummation of the Transactions will not, (i) assuming the Island Stockholder Approval is obtained, conflict with or violate any provision of the Island Charter or the Island Bylaws, (ii) assuming that all consents, approvals, authorizations and permits described in *Section 3.4(b)* have been obtained and all filings and notifications described in *Section 3.4(b)* have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to Island or by which any property or asset of Island is bound or affected or (iii) require any consent or approval under, result in any breach of or any loss or impairment of any benefit under, constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of Island pursuant to, any Contract or Permit (other than an Island Benefit Plan), except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to (A) prevent or materially delay consummation of the Mergers, (B) otherwise prevent or materially delay performance by Island of any of its material obligations under this Agreement or (C) have an Island Material Adverse Effect.

(b) The execution and delivery of this Agreement by Island does not and will not, and the consummation by Island of the Transactions and compliance by Island with any of the terms or provisions hereof or thereof will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity or any other Person, except (i) under the Exchange Act, Securities Act, any applicable blue sky Law, and the rules and regulations of the NASDAQ, (ii) under the HSR Act or other applicable antitrust Laws, (iii) the filing of the Certificates of Merger as required by the DGCL and (iv) where failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications to a Person other than a Governmental Entity, would not, individually or in the aggregate, reasonably be expected to (A) prevent or materially delay consummation of the Mergers or other Transactions, (B) otherwise prevent or materially delay performance by Island of any of its material obligations under this Agreement or (C) have an Island Material Adverse Effect.

3.5 *SEC Documents; Financial Statements; Undisclosed Liabilities*.

(a) Island has filed or furnished on a timely basis all reports, schedules, forms, statements, registration statements, prospectuses and other documents required to be filed or furnished by Island with the SEC under the Securities Act or the Exchange Act since January 1, 2016 (the "*Island SEC Documents*").

(b) As of its respective filing date, and, if amended, as of the date of the last amendment prior to the date of this Agreement, each Island SEC Document complied in all material respects with the requirements of the Exchange Act or the Securities Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Island SEC Document and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The consolidated financial statements of Island included in the Island SEC Documents (including, in each case, any notes or schedules thereto) (the "*Island SEC Financial Statements*"), comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. The Island SEC Financial Statements fairly present, in all material respects, the financial condition and the results of operations, cash flows and changes in stockholders' equity of Island (on a consolidated basis) as of the respective dates of and for the periods referred to in the Island SEC Financial Statements, and were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), subject, in the case of interim Island SEC Financial Statements, to normal year-end adjustments (which are not material in significance or amount) and the absence of notes.

(d) Island is in compliance in all material respects with (i) the applicable provisions of the Sarbanes-Oxley Act of 2002 and the related rules and regulations promulgated thereunder or under the Exchange Act (the "*Sarbanes-Oxley Act*") and (ii) the applicable listing and corporate governance rules and regulations of the NASDAQ.

(e) To the Knowledge of Island, there are no outstanding or unresolved comments in comment letters received from the SEC staff with respect to any Island SEC Documents and none of the Island SEC Documents is the subject of ongoing SEC review. To the Knowledge of Island, there are no SEC inquiries or investigations pending or threatened, in each case regarding any accounting practices of Island.

(f) Island has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 and paragraph (e) of Rule 15d-15 under the Exchange Act) as required by Rules 13a-15 and 15d-15 under the Exchange Act. Island's disclosure controls and procedures are designed to ensure that all information (both financial and non-financial) required to be disclosed by Island in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Island's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Since January 1, 2016, Island has had no significant deficiencies or material weaknesses in the design or operation of its internal control over financial reporting that would reasonably be expected to adversely affect Island's ability to record, process, summarize and report financial information and Island does not have Knowledge of any fraud, whether or not material, that involves management or other employees who have a significant role in Island's internal control over financial reporting.

(g) Island does not have any liabilities or obligations of any nature (whether absolute or contingent, asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued or required to be reflected in Island's financial statements in accordance with GAAP), except (i) as disclosed, reflected or reserved against in the most recent audited balance sheet included in the Island SEC Financial Statements or the notes thereto, (ii) for liabilities and obligations incurred in the ordinary course of business since the date of the most recent audited balance sheet included in the Island SEC Financial Statements, (iii) for liabilities and obligations arising out of or in connection with this Agreement, the Mergers or the Transactions and (iv) for liabilities and obligations that, individually or in the aggregate, have not had, and would not reasonably be expected to have, an Island Material Adverse Effect.

(h) Island is not a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among Island, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand, or any "off-balance-sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act)), where the result, purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, Island in Island's published financial statements or other Island SEC Documents.

3.6 *Absence of Certain Changes or Events.* Since October 1, 2017 and through the date of this Agreement, (a) Island has conducted its business in all material respects only in the ordinary course and in a manner consistent with past practice and (b) there has not been any change, event, development, condition or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have an Island Material Adverse Effect. Since October 1, 2017 and through the date of this Agreement, Island has not taken any action that would have constituted a breach of, or required Boat's consent pursuant to, *Section 5.1* had the covenants therein applied since October 1, 2017.

3.7 *Information Supplied.* None of the information supplied or to be supplied by Island for inclusion or incorporation by reference in (i) the registration statement on Form S-4 to be filed with the SEC by Boat in connection with the Mergers (the "*Form S-4*") will, at the time the Form S-4 is filed with the SEC, and at any time it is amended or supplemented or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) the Joint Proxy Statement will, at the date it or any amendment or supplement is mailed to each of the holders of Boat Common Stock and Island Common Stock and at the time of each of the Boat Stockholders Meeting and Island Stockholders Meeting, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading (except that no representation or warranty is made by Island to such portions thereof that relate expressly to Boat or any of its Subsidiaries, including Holdco, Merger Sub A or Merger Sub B, or to statements made therein based on information supplied by or on behalf of Boat for inclusion or incorporation by reference therein). The Form S-4 and the Joint Proxy Statement will comply as to form in all material respects with the requirements of the Securities Act or Exchange Act, as applicable, and other applicable Law.

3.8 *Legal Proceedings.* As of the date hereof, there are no Proceedings pending, or to the Knowledge of Island, threatened against Island or any of its assets, rights or properties or any of the officers or directors of Island, that would, in each case, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Transactions. There are no Proceedings pending, or to the Knowledge of Island, threatened against Island or any of its assets, rights or properties or any of the officers or directors of Island, except, in each case, for those that, individually or in the aggregate, have not had, and would not reasonably be expected to have, an Island Material Adverse Effect. None of Island or any of its properties, rights or assets is or are subject to any Order, except for those that, individually or in the aggregate, have not had, and would not reasonably be expected to have, an Island Material Adverse Effect.

3.9 *Compliance with Laws*.

(a) (i) Island is in compliance, and for the past five (5) years has been in compliance, with all Laws and Orders applicable to Island or any assets owned or used by it (except for such past noncompliance as has been remedied and imposes no continuing obligations or costs on Island), and (ii) Island has not received any written communication during the past five (5) years from a Governmental Entity that alleges that Island is not in compliance with any such Law or Order, except in the case of clauses (i) and (ii) where any non-compliance, individually or in the aggregate, has not had and would not reasonably be expected to have, an Island Material Adverse Effect.

(b) Island (i) is in compliance, and for the past five (5) years has been in compliance, in all material respects with the United States Foreign Corrupt Practices Act of 1977 (the "*FCPA*") and any other applicable Anti-corruption Laws; (ii) during the past five (5) years has not been investigated, to the Knowledge of Island, by any Governmental Entity with respect to, or been given notice by a Governmental Entity or any other Person of, any actual or alleged violation by

Table of Contents

Island of the FCPA or any other Anti-corruption Laws; and (iii) during the past five (5) years has had an operational and effective FCPA and anti-corruption compliance program that includes, at a minimum, policies, procedures and training intended to enhance awareness of and compliance by Island with the FCPA and any other applicable Anti-corruption Laws.

(c) To the Knowledge of Island, Island has not, directly or indirectly through its Representatives or any Person authorized to act on its behalf (including any distributor, agent, sales intermediary or other third party), offered, promised, paid, authorized or given money or anything of value to any Person for the purpose of: (i) influencing any act or decision of any Government Official or Other Covered Party; (ii) inducing any Government Official or Other Covered Party to do or omit to do an act in violation of a lawful duty; (iii) securing any improper advantage; or (iv) inducing any Government Official or Other Covered Party to influence the act or decision of a government or government instrumentality, in order to obtain or retain business, or direct business to, any Person or entity, in any way.

(d) To the Knowledge of Island, during the past five (5) years, Island has maintained complete and accurate books and records, including records of payments to any agents, consultants, representatives, third parties and Government Officials, in accordance with GAAP, in all material respects. There have been no false or fictitious entries made in the books and records of Island relating to any unlawful offer, payment, promise to pay, or authorization of the payment of any money, or unlawful offer, gift, promise to give, or authorization of the giving of anything of value, including any bribe, kickback or other illegal or improper payment, and Island has not established or maintained a secret or unrecorded fund.

(e) To the Knowledge of Island, during the past five (5) years, Island has not had a customer or supplier or other business relationship with, is not a party to any Contract with, or has not engaged in any transaction with, any Person (i) that is organized or domiciled in or that is a citizen of Crimea, Cuba, Iran, North Korea or Syria (including any Governmental Entity within such country) or (ii) that is the subject of any international economic or trade sanction administered or enforced by the Office of Foreign Assets Control of the United States Department of the Treasury ("*OFAC*"), the United Nations Security Council, the European Union, Her Majesty's Treasury, the United Kingdom Export Control Organization or other relevant sanctions authority (including but not limited to being listed on the Specially Designated Nationals and Blocked Persons List administered by OFAC).

3.10 *Permits.* Island has all required governmental permits, licenses, franchises, certificates, registrations, approvals, exemptions, clearances, billings and authorizations and similar rights ("*Permits*") necessary for the conduct of its business and the use of its properties and assets, as presently conducted and used, and each of the Permits is valid, subsisting and in full force and effect, except where the failure to have or maintain such Permit, individually or in the aggregate, has not had and would not reasonably be expected to have an Island Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, (i) the operation of the business of Island as currently conducted is not, and has not been since January 1, 2016, in violation of, nor is Island in default or violation under, any Permit (except for such past violation or default as has been remedied and imposes no continuing obligations or costs on Island), and (ii) to the Knowledge of Island, no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any term, condition or provision of any Permit. There are no actions pending or, to the Knowledge of Island, threatened, that seek the revocation, cancellation or modification of any Permit, except where such revocation, cancellation or modification, individually or in the aggregate, has not had and would not reasonably be expected to have, an Island Material Adverse Effect. Since January 1, 2016, Island has not received written notice of any charge, claim or assertion alleging any violations of or noncompliance with any Permit, nor to the Knowledge of Island, has any charge, claim or assertion been threatened, except where such notice, charge, claim

Table of Contents

or assertion, individually or in the aggregate, has not had and would not reasonably be expected to have, an Island Material Adverse Effect.

3.11 *Employee Benefit Plans*.

(a) *Section 3.11(a)* of the Island Disclosure Schedule sets forth a true and complete list of each material "employee benefit plan" as defined in Section 3(3) of ERISA and any other plan, policy, program, Contract, or arrangement providing compensation or other benefits to any current or former director, officer or employee (or to any dependent or beneficiary thereof) of Island, in each case that is maintained, sponsored or contributed to by Island, or under which Island has any material obligation or material liability, whether actual or contingent, including each employment, incentive, bonus, deferred compensation, profit-sharing, pension, retirement, vacation, holiday, sick pay, cafeteria, fringe benefit, medical, disability, retention, severance, termination, change in control, stock purchase, stock option, stock appreciation, phantom stock, restricted stock, restricted stock unit or other equity-based compensation plans, policies, programs, practices or arrangements, in each case, which (x) is not sponsored and administered by a Governmental Entity and (y) is not required by Law to be provided (each, an "*Island Benefit Plan*"). Neither Island, nor to the Knowledge of Island, any other Person, has any express or implied commitment, whether legally enforceable or not, to (i) modify, change or terminate any Island Benefit Plan, other than with respect to a modification, change or termination required by ERISA or the Code or (ii) adopt any new Island Benefit Plan.

(b) With respect to each Island Benefit Plan, Island has made available to Boat a current written copy thereof (if any) and, to the extent applicable: (i) any amendments and any related trust agreement; (ii) the most recent IRS determination letter; (iii) the most recent summary plan description and summary of material modifications, and (iv) for the most recent plan year (A) the Form 5500 and attached schedules and (B) audited financial statements.

(c) Except as has not had or would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, each Island Benefit Plan has been administered in accordance with its terms and all applicable Laws, including ERISA and the Code, and contributions required to be made under the terms of any of the Island Benefit Plans have been timely made or, if not yet due, have been properly reflected on the most recent consolidated balance sheet filed or incorporated by reference in the Island SEC Documents prior to the date of this Agreement.

(d) Except as has not resulted or would not reasonably be expected to result, individually or in the aggregate, in an Island Material Adverse Effect: (i) each Island Benefit Plan which is intended to qualify under Section 401(a) of the Code has either received a favorable determination letter or opinion letter from the IRS as to its qualified status, and each trust established in connection with any Island Benefit Plan which is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt, and to Island's Knowledge no fact or event has occurred that could adversely affect the qualified status of any such Island Benefit Plan or the exempt status of any such trust, (ii) there has been no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code), other than a transaction that is exempt under a statutory or administrative exemption, with respect to any Island Benefit Plan, and (iii) no Proceeding has been brought, or to the Knowledge of Island is threatened, against or with respect to any Island Benefit Plan, including any audit or inquiry by the IRS or United States Department of Labor (other than for routine benefits claims).

(e) No Island Benefit Plan is, and neither Island nor any of its ERISA Affiliates contributes to, has during the preceding six (6) years contributed to or has any liability or obligation, whether fixed or contingent, with respect to a multiemployer plan (as defined in Section 3(37) or Section 4001(a)(3) of ERISA) ("*Multiemployer Plan*") or other plan subject to Title IV of ERISA or the minimum funding requirements of Section 302 of ERISA or Section 412 of the Code. No material liability under Title IV of ERISA has been incurred by Island or any ERISA Affiliate thereof that has not been satisfied in full, and no condition exists that would reasonably be expected to have an Island Material Adverse Effect (whether primarily, jointly or secondarily) under Title IV of ERISA.

(f) Except as has not had or would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, no amount that could be received (whether in cash or property or the vesting of property), as a result of the consummation of the Mergers or other Transactions (either alone or in combination with another event), by any employee, officer or director of Island who is a "disqualified individual" (within the meaning of Section 280G of the Code) could be characterized as an "excess parachute payment" (within the meaning of Section 280G(b)(1) of the Code).

(g) Except as required by Law, no Island Benefit Plan provides post-employment medical, disability or life insurance benefits to any former director, employee or their respective dependents (other than as required by health care continuation coverage as required by Section 4980B of the Code or any similar state law ("*COBRA*") or ERISA or coverage through the end of the calendar month in which a termination of employment occurs.

(h) Except for the adjustment and assumption of the Island Stock Options in accordance with *Section 2.7*, neither the execution of this Agreement nor the consummation of the Mergers or other Transactions (either alone or in combination with another event) will (i) entitle any employee or director of Island to a bonus, severance or change in control payment, (ii) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits, (iii) increase the amount payable or trigger any other material obligation pursuant to any of the Island Benefit Plans or (iv) result in any breach or violation of, or default under any Island Benefit Plan.

(i) Except as has not had or would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, each Island Benefit Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in operational and documentary compliance with Section 409A of the Code and all IRS guidance promulgated thereunder, to the extent such section and such guidance have been applicable to such Island Benefit Plan. There is no agreement, plan, Contract or other arrangement to which Island is a party or by which it is otherwise bound to compensate any Person in respect of Taxes pursuant to Sections 409A or 4999 of the Code.

(j) No Island Benefit Plan is governed by the laws of any jurisdiction outside of the United States or provides compensation or benefits to any former director, employee or their respective dependents, who resides outside of the United States.

3.12 *Employee and Labor Matters*.

(a) Island is not a party to or bound by any collective bargaining agreement, agreement with any works council, or labor contract, no labor union, labor organization, works council, or group of employees of Island has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Island, threatened in writing to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority. Island has not engaged in any unfair labor practice with respect to any individuals employed by or otherwise performing services for Island (the "*Island Business Personnel*"), and there is no unfair labor practice complaint or grievance or other administrative or judicial complaint, action or investigation pending or, to the Knowledge of Island, threatened in writing against Island by the

National Labor Relations Board or any other Governmental Entity with respect to any present or former Island Business Personnel which would reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, there is no labor strike, dispute, lockout, slowdown or stoppage pending or, to the Knowledge of Island, threatened against or affecting Island.

(b) Island is not required to provide notice to any work council or similar representative body prior to the execution of this Agreement or the consummation of the Transactions, except where the failure to provide such notice would not, individually or in the aggregate, reasonably be expected to (i) result in material liability to Island or (ii) materially delay or prevent the consummation of the Transactions.

(c) To the Knowledge of Island, Island is and has for the past five (5) years been in compliance with all applicable Laws respecting employment and employment practices, including, without limitation, all Laws respecting terms and conditions of employment, health and safety, wage payment, wages and hours, child labor, collective bargaining, immigration and work authorizations, employment discrimination, retaliation, civil rights, veterans' rights, disability rights or benefits, equal opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, social welfare obligations, proper classification of employees as exempt and non-exempt and as employees and independent contractors, unemployment insurance and the collection and payment of withholding and/or social security Taxes and any similar Tax, except for noncompliance as individually or in the aggregate, has not had and would not reasonably be expected to have, an Island Material Adverse Effect.

(d) To the Knowledge of Island, no Island Business Personnel is in any respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, restrictive covenant or other obligation to Island or to a former employer of any such employee relating (i) to the right of any such individual to be employed by or provide services for Island or (ii) to the knowledge or use of trade secrets or proprietary information, in each case except as, individually or in the aggregate, currently does not have and would not reasonably be expected to have, an Island Material Adverse Effect.

(e) To the Knowledge of Island, Island is not delinquent in payments to any current or former Island Business Personnel for any services or amounts required to be reimbursed or otherwise paid except as currently does not have and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect.

3.13 *Environmental Matters.* Except as, individually or in the aggregate, has not had and would not reasonably be expected to have, an Island Material Adverse Effect:

(a) Island (i) has been within the last five (5) years, and is, in compliance with all, and is not subject to any liability with respect to noncompliance with any, applicable Environmental Laws, (ii) has and holds, or has applied for, all Environmental Permits necessary for the conduct of its business and the use of its properties and assets, as currently conducted and used, and (iii) is in compliance with its Environmental Permits.

(b) There are no Environmental Claims pending, nor to the Knowledge of Island, threatened against Island, and Island has not received any notification of any allegation of actual or potential responsibility for any Release or threatened Release of any Hazardous Materials with respect to any location.

(c) There have been no Releases of Hazardous Materials at any properties that are owned, operated, leased or used by Island, or to the Knowledge of Island, at properties that were formerly owned, operated, leased or used by Island, that are reasonably likely to cause Island to incur liability pursuant to applicable Environmental Law.

(d) Island (i) has not entered into or agreed to any consent decree or consent order or is otherwise subject to any judgment, decree, or judicial or administrative Order relating to compliance with Environmental Laws or Environmental Permits, the investigation, sampling, monitoring, treatment, remediation, response, removal or cleanup of Hazardous Materials, and no Proceeding is pending, or to the Knowledge of Island is threatened, with respect thereto, and (ii) is not an indemnitor by contract or otherwise in connection with any claim, demand, suit or action threatened or asserted by any third-party for any liability under any Environmental Law or otherwise relating to any Hazardous Materials.

3.14 *Real Property.*

(a) Island owns no Real Property.

(b) Island has a valid and subsisting leasehold or subleasehold interest in the Island Leased Real Property free and clear of all Liens, except for Permitted Liens.

(c) The Island Leased Real Property constitutes all real property necessary for the conduct of the business of Island as currently conducted. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, Island has not received written notice of any Proceedings in eminent domain, condemnation or other similar Proceedings that are pending, and to Island's Knowledge there are no such Proceedings threatened, affecting any portion of the Island Leased Real Property and Island has not received written notice of the existence of any Order or of any pending Proceeding relating to the ownership, lease, use, occupancy or operation by any Person of the Island Leased Real Property. Island has not leased, subleased, licensed or otherwise granted any Person a material right to use or occupy any of the Island Leased Real Property or any material portion thereof. Island has not granted any option or other right to any third party to purchase any of the Island Leased Real Property or any material portion thereof. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, each Island Leased Real Property and all buildings and improvements located on the Island Leased Real Property are in a state of good operating condition, subject to reasonable wear and tear.

3.15 *Tax Matters.*

(a) Except as would not, individually or in the aggregate, reasonably be expected to have an Island Material Adverse Effect:

(i) (A) All Tax Returns that are required to be filed by or with respect to Island have been timely filed (taking into account any extension of time within which to file), (B) all such Tax Returns are or will be true, complete and accurate, (C) Island has paid all Taxes due and owing by it (whether or not shown on any Tax Return) or appropriate reserves have been recorded in the books and records of Island, (D) Island has established adequate accruals and reserves, in accordance with GAAP, on the financial statements included in the Island SEC Documents for all Taxes payable by Island for all taxable periods and portions thereof through the date of such financial statements and (E) Island has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party; such withheld amounts were either timely paid to the appropriate Taxing Authority or set aside in accounts for such purpose and were reported to the appropriate Taxing Authority and to each such employee, independent contractor, creditor, stockholder or other third party, as required under Law.

Table of Contents

(ii) No written agreement or other written document waiving or extending, or having the effect of waiving or extending, the statute of limitations or the period of assessment or collection of any Taxes relating to Island has been filed or entered into with any Taxing Authority, and no power of attorney with respect to any such Taxes has been granted to any Person that is in force.

(iii) (A) Island is not the subject of any currently ongoing Tax audit or other proceeding with respect to any Taxes or Tax Return nor has any audit or other proceeding with respect to Taxes been proposed against it in writing and any deficiencies asserted or assessments made as a result of any audit or other proceeding with respect to Taxes have been resolved, are being contested in good faith, or adequate accruals or reserves for such deficiencies or assessments have been established and (B) Island has not received written notice of any deficiencies for any Tax of Island from any Taxing Authority for which there are not adequate reserves on the financial statements included in the Island SEC Documents.

(iv) No claim has ever been made in writing by a Taxing Authority of a jurisdiction where Island has not filed Tax Returns that Island is or may be subject to taxation by that jurisdiction.

(v) Island has not constituted, in the two (2) years prior to the date of this Agreement, a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (or any similar provision of state, local, or non-U.S. Law) or otherwise as part of a plan (or series of related transactions), within the meaning of Section 355(e) of the Code, that includes the Merger.

(vi) Island (A) is not a party to or bound by or has any obligation under any Tax indemnification, separation, sharing or similar agreement or arrangement (other than such an agreement or arrangement entered into in the ordinary course of business which does not relate primarily to Taxes), (B) is not and has not been a member of any consolidated, combined, unitary or similar group for purposes of filing Tax Returns or paying Taxes, (C) has not entered into a closing agreement pursuant to Section 7121 of the Code or any other binding agreement with a Taxing Authority that would have an effect on the determination of Island's liability to Tax in a tax year ending after the Effective Time, or any predecessor provision or any similar provision of foreign, state or local Tax law and (D) has no liability for Taxes of any Person (other than Island) under U.S. Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Law) or as transferee or successor.

(vii) There are no Liens for Taxes upon any property or assets of Island, except for Taxes not yet due and payable.

(viii) Island has not entered into any "listed transaction" within the meaning of Section 6707A(c)(2) of the Code and U.S. Treasury Regulation Section 1.6011-4(b)(2) (or any similar provision of state, local or non-U.S. Law).

(ix) Island has made available to Boat or its legal or accounting representative copies of all U.S. federal and state income Tax Returns for Island filed for all periods including and after the period ended December 31, 2014.

(x) Island is not a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(xi) Island (A) has not filed any extension of time within which to file any Tax Returns that have not been filed, except in the ordinary course of business and (B) will not be required to include any item of income or gain in, or be required to exclude any item of deduction of loss from, any period ending after the Closing Date as a result of any (i) installment sale or open transaction made on or prior to the Closing Date, (ii) election under Section 108(i) of the Code or (iii) prepaid amount received prior to the Closing Date.

(xii) Island has not agreed to, requested, and is not required to include any adjustment under Section 481 of the Code (or any corresponding provision of applicable state, local or non-U.S. Tax Law) by reason of a change in accounting method or otherwise.

(b) Island has no knowledge of any facts, agreements, plans or other circumstances or has taken or agreed to take any action that would reasonably be expected to prevent or impede (i) the Mergers from together being treated as an "exchange" described in Section 351 of the Code or (ii) the Boat Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(c) It is agreed and understood that no representation or warranty is made by Island in respect of Tax matters in any Section of this Agreement other than *Section 3.5*, *Section 3.6*, *Section 3.7*, *Section 3.11* and this *Section 3.15*.

3.16 *Material Contracts.*

(a) All Contracts required to be filed as exhibits to the Island SEC Documents have been so filed in a timely manner. *Section 3.16(a)* of the Island Disclosure Schedule sets forth a true and complete list, as of the date hereof, of each of the following Contracts, excluding any Island Benefit Plans, to which Island is a party or by which Island or any of its assets or businesses is bound (and any amendments, supplements and modifications thereto):

(i) any Contract that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the Exchange Act);

(ii) any Contract that materially limits the ability of Island or any of its affiliates (including, following the consummation of the Transactions, the Surviving Corporation and its affiliates) to engage or compete in any line of business or in any geographic area or from developing or commercializing compounds, any therapeutic area, class of drugs or mechanism of action;

(iii) any Contract required to be disclosed pursuant to Item 404 of Regulation S-K of the Exchange Act;

(iv) any Contract or series of related Contracts relating to indebtedness for borrowed money (A) in excess of $2,000,000 or (B) that becomes due and payable as a result of the Transactions;

(v) any license, sublicense, option, development or collaboration agreement or other Contract relating to Island Material Intellectual Property reasonably expected to result in payments in excess of $2,000,000 in any twelve (12) month period after the Closing Date (excluding license agreements for "shrink-wrap," "click-wrap" or other commercially available off-the-shelf software that is not the subject of a negotiated agreement, and excluding agreements the primary purpose of which is to purchase tangible goods or procure services unrelated to Intellectual Property and in the ordinary course of business);

(vi) any Contract reasonably expected to result in payments in excess of $2,000,000 in any twelve (12) month period after the Closing Date;

(vii) any purchase, sale or supply contract that contains volume requirements or commitments, exclusive or preferred purchasing arrangements, most favored nation provisions or promotional requirements;

(viii) any lease, sublease, occupancy agreement or other Contract with respect to the Island Leased Real Property reasonably expected to result in payments in excess of $2,000,000 in any twelve (12) month period after the Closing Date;

(ix) any agreement that grants any right of first refusal or right of first offer or similar right or that limits or purports to limit the ability of Island to own, operate, sell, transfer, pledge or otherwise dispose of any material amount of assets or businesses (in any case in excess of $2,000,000);

(x) any acquisition or divestiture agreement (A) entered into since January 1, 2015 with a purchase price in excess of $2,000,000 or (B) that contains "earn-out" provisions or other contingent payment obligations that could reasonably be expected to exceed $2,000,000 (including indemnification obligations) that have not been satisfied in full;

(xi) any agreement that by its terms limits the payment of dividends or other distributions by Island;

(xii) any Contract for any joint venture, partnership or similar arrangement, or any Contract involving a sharing of revenues, profits, losses, costs, or liabilities by Island with any other Person;

(xiii) any "single source" supply Contract pursuant to which goods or materials that are material to Island are supplied to Island from an exclusive source; or

(xiv) any Contract with any Governmental Entity.

(b) Island has heretofore made available to Boat true, correct and complete copies of the Contracts set forth in *Section 3.16(a)*.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, (i) all Contracts set forth or required to be set forth in *Section 3.16(a)* of the Island Disclosure Schedule or filed or required to be filed as exhibits to the Island SEC Documents (the "*Island Material Contracts*") are valid, binding and in full force and effect and are enforceable by Island in accordance with their terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought, (ii) Island has performed all obligations required to be performed by it under the Island Material Contracts, and it is not (with or without notice or lapse of time, or both) in breach or default thereunder and, to the Knowledge of Island, no other party to any Island Material Contract is (with or without notice or lapse of time, or both) in breach or default thereunder, (iii) since January 1, 2017, Island has not received written notice of any actual, alleged, possible or potential violation of, or failure to comply with, any term or requirement of any Island Material Contract, and (iv) Island has not received any written notice of the intention of any party to cancel, terminate, materially change the scope of rights under or fail to renew any Island Material Contract.

3.17 *Intellectual Property.*

(a) *Section 3.17(a)(1)* of the Island Disclosure Schedule sets forth a complete and accurate list of all (i) issued patents and pending patent applications, (ii) trademark and service mark registrations and applications, (iii) copyright registrations and applications, and (iv) internet domain name registrations, in each case that are owned by Island (collectively, the "*Solely Owned Island Registered Intellectual Property*"). *Section 3.17(a)(2)* of the Island Disclosure Schedule sets forth a complete and accurate list of all (i) issued patents and pending patent applications, (ii) trademark and service mark registrations and applications, (iii) copyright registrations and applications, and (iv) internet domain name registrations, in each case that are licensed to Island (collectively, the "*Licensed Island Registered Intellectual Property*"). Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, Island owns all right, title and interest in the Solely Owned Island Registered Intellectual Property free and clear of all Liens other than Permitted Liens or Liens created by Boat. To the Knowledge of Island, each item of material Solely Owned Island Registered Intellectual Property that is shown as registered, filed, issued or applied for in *Section 3.17(a)* of the Island Disclosure Schedule has been duly registered in, filed in or issued by an official governmental register and/or issuer (or officially recognized register or issuer) for such Intellectual Property and each such registration, filing, issuance and/or application, to the Knowledge of Island, (x) has not been abandoned or cancelled, (y) has been maintained effective by all requisite filings, renewals and payments, and (z) remains in full force and effect.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, to the Knowledge of Island, Island owns and possesses all right, title and interest in and to (or has the right pursuant to a valid and enforceable license or otherwise possesses legally enforceable rights to use) all Intellectual Property that is necessary for or used or held for use in the conduct of the business of Island in substantially the same manner as presently conducted. Neither the execution and delivery of this Agreement by Island, nor the performance of this Agreement by Island, will result in the loss, forfeiture, termination, or impairment of, or give rise to a right of any Person to limit, terminate, or consent to the continued use of, any rights of Island in any Island Registered Intellectual Property except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, to the Knowledge of Island neither Island nor the conduct of its business is infringing, misappropriating, diluting, or otherwise violating the Intellectual Property rights of any Person. Island has not received any written charge, complaint, claim, demand, or notice since January 1, 2015 (or earlier, if presently not resolved) alleging any such infringement, misappropriation, dilution, or violation (including any claim that Island must license or refrain from using any Intellectual Property rights of any Person) which alleged infringement, misappropriation, dilution, or violation, if true, would reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect. To the Knowledge of Island, no Person is infringing, misappropriating, diluting or otherwise violating any Intellectual Property owned by Island except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect. Island has not made or asserted any charge, complaint, claim, demand or notice since January 1, 2015 (or earlier, if presently not resolved) alleging any such infringement, misappropriation, dilution, or violation which alleged infringement, misappropriation, dilution, or violation, if true, would reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect.

(d) Island has taken commercially reasonable steps to maintain, police and protect the Intellectual Property that is material to its business ("*Island Material Intellectual Property*"). Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, all Island Material Intellectual Property that derives actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use has been maintained in confidence in accordance with protection procedures that are in accordance with procedures customarily used in the industry to protect rights of like importance and, to the Knowledge of Island, adequate for protection against unauthorized disclosure or use. To the Knowledge of Island, there has been no unauthorized disclosure of any Island Material Intellectual Property. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material

Adverse Effect, to the Knowledge of Island, all former and current officers, directors, employees, personnel, consultants, advisors, agents, and independent contractors of Island, and each of its predecessors, who have contributed to or participated in the conception and development of Intellectual Property for such entities have entered into valid and binding proprietary rights agreements with Island or one of its predecessors, vesting ownership of such Intellectual Property in Island. No such Person has asserted, and to the Knowledge of Island, no such Person has, any right, title, interest or other claim in, or the right to receive any royalties or other consideration with respect to, any Island Material Intellectual Property.

(e) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, the IT Assets of Island operate in all material respects in accordance with their documentation and functional specifications and as required by Island to operate its business as presently conducted and have not, since January 1, 2015, materially malfunctioned or failed. Island has implemented commercially reasonable measures to protect the confidentiality and security of such IT Assets and information stored or contained therein against any unauthorized use, access, interruption or corruption. Island has implemented commercially reasonable data backup, data storage, system redundancy and disaster avoidance procedures with respect to their IT Assets.

3.18 *Healthcare Compliance Matters.*

(a) (i) Island is in compliance and since January 1, 2015 has been in compliance with all Health Care Laws applicable to Island or any assets owned or used by it and (ii) Island has not received any written communication or has been subject to any Proceeding (other than routine FDA inspections) since January 1, 2015 from a Governmental Entity that alleges that Island is not in compliance with any Health Care Law, except in the case of clauses (i) and (ii) where any non-compliance, individually or in the aggregate, has not had and would not reasonably be expected to have, an Island Material Adverse Effect. Island is not a party to and does not have any ongoing obligations pursuant to or under any corporate integrity agreements, deferred prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements with or imposed by any Governmental Entity. Additionally, none of Island or any of its employees, officers or directors has been excluded, suspended or debarred from participation in any U.S. state or federal health care program or, to the Knowledge of Island, has been convicted of any crime or is subject to a governmental inquiry, investigation, Proceeding, or other similar action, or has engaged in any conduct, that could reasonably be expected to result in debarment, suspension, or exclusion.

(b) Island has, maintains and is operating in material compliance with all Permits of the United States Food and Drug Administration ("*FDA*"), Drug Enforcement Administration ("*DEA*") and comparable Governmental Entities which are required for the conduct of its business as currently conducted (collectively, the "*Health Care Permits*"), and all such Health Care Permits are valid, subsisting, and in full force and effect, except where the failure to have, maintain or operate in compliance with the Health Care Permits has not had, and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect. Island has fulfilled and performed all of its obligations with respect to the Health Care Permits, and no event has occurred which allows, or with notice or lapse of time or both, would allow revocation or termination thereof or results in any other material impairment of the rights of the holder of any Health Care Permit, except where the failure to so fulfill or perform, or the occurrence of such event, would not result in an Island Material Adverse Effect. There is no Proceeding pending or, to the Knowledge of Island, threatened in writing that could result in the suspension, termination, revocation, cancellation, limitation or impairment of any such Health Care Permit other than those that have not had and would not reasonably expected to have, individually or in the aggregate, an Island Material Adverse Effect.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, all applications, notifications, submissions, information, claims, reports and statistics, and other data and conclusions derived therefrom, utilized as the basis for or submitted in connection with any and all requests for a Health Care Permit relating to Island, its business and product candidates, when submitted to the FDA, DEA or other Governmental Entity were true, complete and correct as of the date of submission and any necessary or required updates, changes, corrections or modification to such applications, submissions, information and data have been submitted to the FDA, DEA or other Governmental Entity.

(d) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, since January 1, 2015, Island has not had any product, product candidate or manufacturing site (whether owned by Island or a contract manufacturer for its product candidates) subject to a Governmental Entity (including FDA or DEA) shutdown or import or export prohibition, and has not received any FDA Form 483 or other Governmental Entity notice of inspectional observations, "warning letters," "untitled letters" or written requests or requirements to make changes to a product candidate, or similar correspondence or written notice from the FDA, DEA or other Governmental Entity alleging or asserting noncompliance with any applicable Health Care Law, Health Care Permit or such requests or requirements of a Governmental Entity.

(e) To the Knowledge of Island, there are no facts or circumstances that would be reasonably likely to result in (A) a change in the marketing classification or a material change in the labeling of any product candidate or (B) a termination or suspension of any Health Care Permits for such product candidates.

(f) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, (i) the clinical, pre-clinical and other studies and tests conducted by or on behalf of or sponsored by Island or in which Island, or any of its product candidates have participated were, and if still pending are, being conducted in accordance with standard medical and scientific research procedures and all applicable Laws, including, but not limited to, the Federal Food, Drug and Cosmetic Act and its applicable implementing regulations and (ii) no investigational new drug application filed by or on behalf of Island with the FDA has been terminated or suspended by the FDA, and neither the FDA nor any applicable foreign Governmental Entity has commenced, or, to the Knowledge of Island, threatened to commence, any action to place a clinical hold order on, or otherwise terminate, delay or suspend, any proposed or ongoing clinical investigation conducted or proposed to be conducted by or on behalf of Island.

(g) Island is not the subject of any pending or, to the Knowledge of Island, threatened investigation in respect of Island or its product candidates, by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto. Island has provided Boat accurate and complete copies of all Health Care Permits and correspondence with any Governmental Entity related to all product candidates of Island.

3.19 *Broker's Fees.* Except for the financial advisors' fees set forth in *Section 3.19* of the Island Disclosure Schedule, neither Island nor any of its officers or directors on behalf of Island has employed any financial advisor, broker or finder or incurred any liability for any financial advisory fee, broker's fees, commissions or finder's fees in connection with any of the Transactions.

3.20 *Opinion of Financial Advisor.* Goldman Sachs & Co. LLC, Island's financial advisor, has delivered to the Island Board its opinion in writing or orally, in which case, such opinion will be subsequently confirmed in writing, to the effect that, as of the date hereof and based upon and subject to the factors and assumptions set forth therein, the Island Exchange Ratio pursuant to this Agreement is fair from a financial point of view to the holders of the shares of Island Common Stock.

3.21 *Ownership of Boat Common Stock.* Neither Island nor any of its affiliates or associates is, nor at any time during the last three (3) years has Island or any of its affiliates or associates been, an "interested stockholder" of Boat as defined in Section 203 of the DGCL. Island and its affiliates and associates do not beneficially own any shares of Boat Common Stock or other securities of Boat or any options, warrants or other rights to acquire Boat Common Stock or other securities of, or any other economic interest (through derivative securities or otherwise) in, Boat.

3.22 *Insurance.* All insurance policies (including policies providing casualty, liability, and workers compensation coverage, but excluding any Island Benefit Plans) to which Island is currently a party are in full force and effect, and, to the Knowledge of Island, have been issued by licensed insurers, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid, and no notice of cancellation or termination has been received with respect to any such policies, except for such cancellations or terminations which would have not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Island Material Adverse Effect, Island is, and since January 1, 2015 has been, insured with respect to its assets and properties and the conduct of its business in such amounts and against such risks as are in its reasonable judgment sufficient for compliance with Law and as are adequate to protect its assets and properties and the conduct of its business.

3.23 *No Other Representations or Warranties.* Island hereby acknowledges and agrees that, except for the representations and warranties set forth in *Article 4*, (a) none of Boat, or any of its affiliates, stockholders or representatives, or any other Person, has made or is making any express or implied representation or warranty with respect to Boat or its business or operations, including with respect to any information provided or made available to Island or any of its affiliates, stockholders or representatives, or any other Person, or, except as otherwise expressly set forth in this Agreement, had or has any duty or obligation to provide any information to Island or any of its affiliates, stockholders or Representatives, or any other Person, in connection with this Agreement, the transactions contemplated hereby or otherwise, and (b) to the fullest extent permitted by Law, none of Boat, nor any of its affiliates, stockholders or representatives, or any other Person, will have or be subject to any liability or indemnification or other obligation of any kind or nature to Island, or any of its affiliates, stockholders or representatives, or any other Person, resulting from the delivery, dissemination or any other distribution to Island or any of its affiliates, stockholders or representatives, or any other Person, or the use by Island or any of its affiliates, stockholders or representatives, or any other Person, of any such information provided or made available to any of them by Boat, or any of its affiliates, stockholders or representatives, or any other Person, and (subject to the express representations and warranties of Boat set forth in *Article 4*) Island expressly disclaims reliance on any such information (including the accuracy or completeness thereof) or any representations or warranties or other statements or omissions that may have been made by Boat or any Person with respect to Boat other than the representations and warranties set forth in this Agreement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BOAT

Except (a) as set forth in the Boat Disclosure Schedule (subject to *Section 8.14*) and (b) as otherwise disclosed or identified in the Boat SEC Documents publicly filed or furnished after December 31, 2015 and prior to the date hereof (other than (i) any forward-looking disclosures contained in the "Forward Looking Statements" and "Risk Factors" sections of the Boat SEC Documents and any other disclosures included therein to the extent they are primarily predictive, cautionary or forward looking in nature and (ii) information included in, or incorporated by reference as, exhibits and schedules to any Boat SEC Document, and provided that the exception provided for in this clause (b) shall be applied if, and only if, the nature and content of the applicable disclosure in any such Boat SEC Document publicly filed or furnished prior to the date hereof is reasonably specific as to matters and items such that the subject matter of such disclosure is reasonably apparent on the face of the text of such disclosure to be applicable to the representation set forth herein), Boat hereby represents and warrants to Island as follows:

4.1 *Corporate Organization.* Each of Boat and, except where the failure to be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Boat Material Adverse Effect, its Subsidiaries, including Holdco, Merger Sub A and Merger Sub B, is a corporation or other entity duly organized, validly existing and, to the extent applicable, in good standing under the laws of the jurisdiction of its organization and has the requisite corporate or other entity power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Each of Boat and its Subsidiaries, including Holdco, Merger Sub A and Merger Sub B, is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified, has not had and would not reasonably be expected to have, individually or in the aggregate, a Boat Material Adverse Effect. Boat has provided Island true, complete and correct copies of the Restated Certificate of Incorporation, as amended (the "*Boat Charter*") and Amended and Restated By-Laws (the "*Boat Bylaws*") of Boat, as in effect as of the date of this Agreement. Boat is not in violation of any of the provisions of the Boat Charter or the Boat Bylaws.

4.2 *Boat Capitalization*.

(a) The authorized capital stock of Boat consists of two hundred million (200,000,000) shares of Boat Common Stock. As of the Capitalization Date, (i) 98,432,868 shares of Boat Common Stock (other than treasury shares) were issued and outstanding, all of which were validly issued and fully paid, nonassessable and free of preemptive rights, (ii) no shares of Boat Common Stock were held in the treasury of Boat or by its Subsidiaries, (iii) 14,647,465 shares of Boat Common Stock were issuable (and such number was reserved for issuance) upon exercise of Boat Stock Options and Boat RSUs outstanding as of such date, (iv) 326,270 shares of Boat Common Stock were authorized for issuance pursuant to the Boat ESPP and (v) no shares of Boat Preferred Stock were issued and outstanding. Except for Boat Stock Options and Boat RSUs covering not more than 14,647,465 shares of Boat Common Stock (at maximum performance levels) and 326,270 shares of Boat Common Stock authorized for issuance pursuant to the Boat ESPP, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Boat or any of its Subsidiaries is a party or by which Boat or any of its Subsidiaries is bound relating to the issued or unissued capital stock or other Equity Interests of Boat or any of its Subsidiaries, or securities convertible into or exchangeable for such capital stock or other Equity Interests, or obligating Boat or any of its Subsidiaries to issue or sell any shares of its capital stock or other Equity Interests, or securities convertible into or exchangeable for such capital stock of, or other Equity Interests in, Boat or any of its Subsidiaries. Since the Capitalization Date, Boat has not issued any shares of its capital stock or other Equity Interests, or securities convertible into or exchangeable for such capital stock or other Equity Interests, other than those shares of capital stock reserved for issuance described in this *Section 4.2(a)*. Boat has previously provided Island with a true and complete list, by holder and as of the date hereof, of the prices at which each outstanding Boat Stock Option may be exercised, the number of shares of Boat Common Stock underlying such Boat Stock Options and Boat RSUs and the vesting schedule of the Boat Stock Options and Boat RSUs and whether the Boat Stock Option is intended to be an "incentive stock option" within the meaning of Section 422 of the Code. All shares of Boat Common Stock subject to issuance under a Boat Stock Plan, upon issuance prior to the Effective Time on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights. There are no bonds, debentures, notes or other indebtedness of Boat having the right to vote on any matters on which stockholders of Boat may vote. Neither Boat nor any of its Subsidiaries is a party to any voting agreement with respect to the voting of any Equity Interests of Boat or any of its Subsidiaries.

(b) There are no outstanding contractual obligations of Boat or any of its Subsidiaries (i) restricting the transfer of, (ii) affecting the voting rights of, (iii) requiring the repurchase, redemption or disposition of, or containing any right of first refusal with respect to, (iv) requiring the registration for sale of, or (v) granting any preemptive or antidilutive right with respect to, any shares of Boat Common Stock or any capital stock of, or other Equity Interests in, Boat or any of its Subsidiaries.

(c) *Section 4.2(c)* of the Boat Disclosure Schedule sets forth a true and complete list of all of the Subsidiaries of Boat and the jurisdiction of organization of each such Subsidiary. Except for Holdco, Merger Sub A and Merger Sub B and as set forth in *Section 4.2(c)* of the Boat Disclosure Schedule, none of Boat or any of its Subsidiaries holds an Equity Interest in any other Person. Each outstanding share of capital stock or other Equity Interest in each Subsidiary of Boat is duly authorized, validly issued, fully paid, nonassessable and free of preemptive rights and is owned, beneficially and of record, by Boat or one or more of its wholly owned Subsidiaries free and clear of all Liens. There are no outstanding contractual obligations of Boat or any of its Subsidiaries to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any Subsidiary of Boat (in excess of $2,000,000) or any other Person, other than guarantees by Boat of any indebtedness or other obligations of any wholly owned Subsidiary of Boat.

4.3 *Authority; Execution and Delivery; Enforceability.*

(a) Boat and Holdco have all necessary power and authority to execute and deliver this Agreement, to perform and comply with their obligations under this Agreement and, subject to the receipt of the Boat Stockholder Approval and to the adoption of this Agreement by Holdco as the sole stockholder of Merger Sub A and Merger Sub B, to consummate the Transactions applicable to such party. The execution and delivery by Boat and Holdco of this Agreement, the performance and compliance by Boat and Holdco with each of its obligations herein and the consummation by Boat and Holdco of the Transactions have been duly authorized by all necessary corporate action on the part of Boat and Holdco, subject to the receipt of the Boat Stockholder Approval and to the adoption of this Agreement by Boat as the sole stockholder of Holdco, and no other corporate proceedings on the part of Boat and Holdco and no other stockholder votes are necessary to authorize this Agreement or the consummation by Boat and Holdco of the Transactions to which it is a party. Each of Boat and Holdco has duly and validly executed and delivered this Agreement and, assuming the due authorization, execution and delivery by Island of this Agreement, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Entity before which any Proceeding seeking enforcement may be brought.

(b) The Board of Directors of Boat (the "*Boat Board*"), at a meeting duly called and held, unanimously adopted resolutions (i) adopting and approving this Agreement and the consummation of the Transactions upon the terms and subject to the conditions set forth in this Agreement, (ii) determining that the terms of this Agreement, the Mergers and the other Transactions are fair to, and in the best interests of, Boat and its stockholders, (iii) directing that this Agreement be submitted to the stockholders of Boat for approval and adoption, (iv) recommending that its stockholders adopt this agreement and (v) declaring that this Agreement is advisable (the "*Boat Recommendation*").