

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

OMEGA THERAPEUTICS, INC.,¹

Debtor.

Chapter 11

Case No. 25-10211 (BLS)

**DECLARATION OF KAAAN CERTEL IN SUPPORT OF DEBTOR’S
CHAPTER 11 PETITION AND FIRST DAY MOTIONS**

I, Kaan Certel, hereby declare, under penalty of perjury, as follows:

1. I am the President and Chief Executive Officer of Omega Therapeutics, Inc. (the “Company” or the “Debtor”) in the above-captioned case (the “Chapter 11 Case”). I also serve as a member of the Debtor’s board of directors (the “Board”).

2. I joined the Company as Chief Business Officer and was promoted to President and Chief Executive Officer in November 2024. Prior to joining the Company, I served as the Chief Business Officer at BioCity Biopharma, a clinical-stage oncology company, where I spearheaded business and corporate development efforts, positioning the company for success in a competitive landscape. Before my role at BioCity, I was the Head of Oncology External Innovation at Sanofi. In that role, I led a global team in identifying and executing strategic partnerships to revitalize Sanofi’s internal oncology pipeline. I received a Ph.D. in Genetics from the University of Iowa and completed a postdoctoral fellowship at the Koch Institute for Integrative Cancer Research at the Massachusetts Institute of Technology (MIT).

¹ The Debtor’s federal tax identification number is: 81-3247585. The mailing address for the Debtor is 140 First Street, Suite 501, Cambridge, MA 02141.

3. As a result of my role with the Debtor, I am familiar with the day-to-day operations and business and financial affairs of the Debtor. All facts set forth in this declaration (the “Declaration”) are based on my personal knowledge, my communications with other members of the Debtor’s senior management, other members of the Board, and Debtor’s advisors, my review of relevant documents, or my opinion, based on my overall professional experience, in light of my personal knowledge of the Debtor’s operations, business affairs, and financial condition. If called as a witness, I could and would competently testify to the matters set forth herein based on the foregoing.

4. On February 10, 2025 (the “Petition Date”), the Debtor filed a voluntary petition for relief with the United States Bankruptcy Court for the District of Delaware (the “Court”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), thereby commencing the Chapter 11 Case. The Debtor intends to operate its business and manage its property as a debtor in possession.

5. Concurrently with this Declaration, the Debtor has filed various motions and applications seeking immediate or expedited relief (collectively, the “First Day Motions”) to minimize the adverse effects of the Debtor’s filing for chapter 11 protection, thus enhancing the Debtor’s ability to maximize value for the benefit of its estate and creditors through the contemplated sale of all or substantially all of its assets pursuant to an auction and sale process. As further discussed below, I am familiar with the contents of each of the First Day Motions and I believe the Debtor would suffer immediate and irreparable harm absent the ability to continue its business operations through the relief sought in the First Day Motions.

6. This Declaration provides background with respect to the Debtor's business and capital structure, the events leading to the commencement of the Chapter 11 Case, and the relevant facts in support of the First Day Motions.

INTRODUCTION TO THE BANKRUPTCY CASE

7. The Debtor enters bankruptcy with the goal of preserving its innovative technology platform and therapeutic products and candidates for the treatment of various diseases and, therefore, maximizing the value of its assets.

8. The Debtor is a development-stage biotechnology company pioneering a new systematic approach to use mRNA therapeutics as programmable epigenetic medicines using its OMEGA Epigenomic Programming platform (the "OMEGA platform"). The OMEGA platform harnesses the power of epigenetics, the mechanism that controls gene expression and every aspect of an organism's life from cell genesis, growth, and differentiation to cell death. The OMEGA platform enables control of fundamental epigenetic processes to correct the root cause of disease by returning aberrant gene expression to a normal range without altering native nucleic acid sequences.

9. The Debtor was incorporated in July 2016 in Delaware and has its offices in Cambridge, Massachusetts. Like other early-stage biotechnology companies, the Debtor's activities have required large amounts of up-front capital investment. Since its inception, the Debtor has operated at a loss and devoted substantially all of its resources to building its OMEGA platform and advancing development of its portfolio of programs, through developing and protecting its intellectual property, conducting research and development activities, organizing and staffing the Debtor, business planning, raising capital and providing general and administrative support for these operations.

10. As an early-stage biotechnology company, the Debtor faces risks and uncertainties including, but not limited to, technical risks associated with research, development and manufacturing of product candidates, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations, and the ability to secure additional capital to fund operations.

11. To help fund its research and development activities, on March 9, 2018, the Debtor entered into a Loan and Security Agreement (as amended to date, the “Loan Agreement”) with Banc of California (formerly known as Pacific Western Bank) (“BoC”). In 2023, the Loan Agreement was amended to, among other things, extend the maturity date for at least two (2) years and, in connection therewith, add a covenant that the Debtor maintain with BoC a balance of at least \$5,000,000 of unrestricted cash (the “Minimum Cash Covenant”).

12. In fall of 2024, the Debtor engaged a financial advisor (the “Prior Financial Advisor”), who commenced a marketing and sale process, soliciting indications of interest for various transaction types, including but not limited to, an acquisition, synergistic merger, reverse merger, business combination, strategic collaboration, licensing agreement, or other transaction. The Prior Financial Advisor reached out to numerous potential strategic partners, lenders, or acquirers, soliciting interest.

13. As this process was proceeding, the Debtor received a non-binding proposal (the “Mirai Proposal”) from Mirai Bio, Inc. (“Mirai”), an affiliate of Flagship Pioneering, Inc. (with its affiliates, “Flagship”), the founder of the Debtor and whose affiliates collectively hold a majority of the Company’s stock. Given the receipt of the Mirai Proposal, the Board formed a special committee of independent directors (the “Special Committee”) to consider the Mirai Proposal and

alternatives thereto, including those arising out of the Prior Financial Advisor's solicitation process.

14. In January 2025, while it was considering various options, the Company's projections indicated that it would be able to satisfy its Minimum Cash Covenant through at least April 2025. However, on January 13, 2025, while the Special Committee's process was ongoing, and without prior notice, the Debtor received a notice of default (the "Notice") under the Loan Agreement, pursuant to which BoC declared all outstanding obligations under the Loan Agreement immediately due and payable, purportedly in accordance with Section 9.1(g) of the Loan Agreement. That same day, BoC swept \$14,666,666.72 of deposits of the Debtor held by BoC—substantially all of the Company's cash—and applied those amounts to satisfy the balance of the Debtor's obligations under the Loan Agreement (the "Cash Sweep"). The Debtor believes the Cash Sweep was improper.

15. The Cash Sweep left the Debtor without adequate liquidity to continue operating in the ordinary course for more than a short period of time without emergency bridge funding from a third party source. The Debtor, working with its advisors, evaluated all strategic alternatives, including a potential chapter 7 filing, while soliciting potential bridge funding from numerous sources.

16. To that end, the Debtor engaged in conversations with BoC, and the Special Committee engaged in conversations with Flagship, in an effort to obtain short-term bridge financing to allow the Debtor to continue as a going concern while the Special Committee continued its work. It became quickly apparent that, without an immediate cash infusion, the Debtor would need to terminate its remaining employees, cease operations, and effect a precipitous winddown. In response to the Debtor's urgent liquidity needs, and in an effort to find a path

forward that allowed for the Debtor to continue operating as a going concern and prevent a value destructive shutdown of its programs, Flagship, through its affiliate Pioneering Medicines 08-B, Inc. (“PM08-B”), indicated its willingness to provide bridge financing if the Debtor were to consider filing the Chapter 11 Case.

17. In light of the foregoing, the Board determined it would be advisable to appoint a new independent director with expertise in restructuring matters and designate that director as a special committee of the Board (the “Restructuring Committee”) to, among other things, act on behalf of the Debtor in any transaction with Flagship or the PM Entities (as defined below). On January 24, 2025, the Board disbanded the Special Committee, elected and appointed Mr. Jeff Varsalone to serve as a director, and designated him as sole member of the Restructuring Committee. Mr. Varsalone, on behalf of the Debtor, retained Morris, Nichols, Arsht & Tunnell LLP (“Morris Nichols”) as restructuring counsel. Mr. Varsalone also retained Portage Point Partners (“Portage Point”) as investment banker and restructuring advisor to assist the Debtor in exploring a wide range of strategic options.

18. Subsequently, at the direction of the Restructuring Committee, and with the assistance of the Debtor’s restructuring advisors, the Debtor negotiated and entered into a Restructuring Support Agreement (the “RSA”)² with PM08-B, pursuant to which PM08-B (i) would provide emergency senior secured bridge financing of approximately \$1.5 million (the “Prepetition Loan”), (ii) would provide a post-petition financing facility (the “DIP Loan” or “DIP Facility”) to enable the Debtor to fund a robust marketing and sale process in the Chapter 11 Case, and (iii) would serve as a stalking horse bidder in such process. The Prepetition Loan enabled the Debtor to continue operating as a going concern and retain the employees that the Debtor believed

² The RSA is attached hereto as Exhibit A.

were necessary to maintain the value of its assets and prepare for this Chapter 11 Case, by which it will seek to implement a value-maximizing sale process of all or substantially all of the Debtor's assets pursuant to section 363 of the Bankruptcy Code (the "Sale").

19. As set forth in the RSA, the stalking horse bid (the "Stalking Horse Bid") will be implemented through this Chapter 11 Case and, by such bid, PM08-B commits to a purchase price comprised of (i) a credit bid in an amount equal to the DIP Obligations (as defined in the DIP Facility), (ii) the assumption of assumed liabilities as set forth in the Stalking Horse Bid, and (iii) the payment of cure amounts for any assumed contracts and leases. Notably, the Stalking Horse Bid will be subject to higher or otherwise better offers in accordance with the Debtor's proposed bidding procedures. The Debtor will continue marketing its assets throughout the Chapter 11 Case.

20. In sum, the Debtor's decision to file the Chapter 11 Case and pursue a sale process is informed by the difficult set of circumstances the Debtor faces, particularly in light of the Cash Sweep. The Debtor engaged in careful deliberations and its decision was made only after alternative options were first considered and it became clear that the Debtor's ability successfully to raise additional capital to fund its cost structure—particularly to maintain the employees necessary to retain the value of its assets—would be best achieved as part of a chapter 11 process. Although the Cash Sweep and other headwinds limited the Debtor's options out of court, the Debtor has determined that the filing of this Chapter 11 Case and the pursuit of a value maximizing sale process is in the best interest of the Debtor, its estate, and its stakeholders.

CORPORATE BACKGROUND

I. General Background, History and Product Lines



21. The Debtor is a clinical-stage biotechnology company pioneering a new class of programmable epigenomic mRNA medicines. Its OMEGA platform harnesses the power of epigenetics and a deep understanding of genomic architecture to precisely target and controllably modulate gene expression at the pre-transcriptional level to treat or cure diseases.

22. Genes and their accompanying regulators are organized into distinct and evolutionarily conserved structures called Insulated Genomic Domains (“IGDs”). IGDs are the fundamental structural and functional units of gene control and cell differentiation and function as nature’s innate control system for gene expression. Many diseases are caused by aberrant gene expression rooted in alterations in IGDs.

23. Having deciphered the three-dimensional architecture of the human genome, the OMEGA platform enables the Debtor to systematically identify and validate thousands of novel DNA-sequence-based epigenomic “zip codes” associated with individual regulatory elements within IGDs. The Debtor is able to use this knowledge to rationally design and engineer mRNA therapeutics, called epigenomic controllers (“ECs”), to target these epigenomic “zip codes” for precision epigenomic control. This enables the Debtor to precisely tune genes to a desired level of expression and to control the duration of expression. Through this approach, the Debtor believes that the OMEGA platform has broad potential applicability across a range of diseases and conditions, including those with historically undruggable, intractable, and difficult-to-treat targets.

24. The Debtor's pipeline currently consists of programs that span regenerative medicine and multigenic diseases such as immunologic and cardiometabolic conditions, including:

TARGET GENE(S)	INDICATION	DISCOVERY	LEAD OPTIMIZATION	IND-ENABLING	PARTNER
Metabolic					
FGF21	Multi-Indication Opportunities				
Undisclosed	Obesity				
Regenerative Medicine					
HNF4A	Fibrosis / Liver regeneration				
Additional gene targets under evaluation for strategic partnering or internal development via disciplined, stage-gated process for program advancement					

II. Financing History

25. Over its history, the Debtor financed its cash needs through a combination of equity offerings, debt financings, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements, and other sources.

26. In its first several years of existence, the Debtor received funding by way of private venture capital raises, primarily from Flagship and its affiliated funds.

27. In March 2018, the Debtor secured additional liquidity from Pacific Western Bank, as the predecessor in interest to BoC, by way of the Loan Agreement (as amended by the First Amendment on September 30, 2019, the Second Amendment on January 22, 2020, the Third Amendment on December 30, 2020, the Fourth Amendment on December 20, 2021, and the Fifth Amendment on September 22, 2023). The Loan Agreement, as amended, provided up to \$20,000,000 in availability in three (3) tranches. As of the last amendment, the maturity date of the Loan Agreement was September 30, 2027, subject to further extension to September 30, 2028,

if certain funding milestones were satisfied. As noted above, on January 13, 2025, BoC noticed an alleged event of default under the Loan Agreement and effected the Cash Sweep. As a result, the amounts outstanding under the Loan Agreement have been paid in full as of the Petition Date.

28. In August 2021, the Debtor completed its initial public offering (“IPO”) pursuant to which it issued and sold 8,300,976 shares of its common stock, including 900,976 shares pursuant to the partial exercise of the underwriters’ option to purchase additional shares, at a public offering price of \$17.00 per share, for aggregate gross proceeds of \$141.1 million. The Debtor received approximately \$128.1 million in net proceeds after deducting underwriting discounts and commissions and other offering expenses payable by the Debtor.

29. While the net proceeds from its IPO enabled the Debtor to fund its operating expenses and capital expenditure requirements for a few years, additional funding was needed.

30. In February 2023, the Debtor entered into a securities purchase agreement with investors in a registered direct offering of 6,920,415 shares of common stock at a purchase price of \$5.78 per share. The offering included participation by new and existing investors. The Debtor received approximately \$40 million in gross proceeds from this offering.

III. The Collaboration Agreement

31. In 2023, PM (NN) Explorations, Inc. and certain of its affiliates the “PM Entities”) brought to the Debtor the opportunity to engage in a joint project with Novo Nordisk A/S (“Novo Nordisk”) to create a therapeutic product to improve the metabolic health of obese patients (the “Collaboration”). On December 31, 2023, the Debtor entered into a Research Collaboration Agreement (the “Collaboration Agreement”) with Novo Nordisk and the PM Entities to document the Collaboration. The Collaboration Agreement contemplates that the Debtor and the PM Entities will collaborate on the discovery, design and initial development of ECs, including the use of the

Omega platform to develop the ECs for the biologic targets, and the development by the PM Entities of the delivery technology for those ECs. Under the Collaboration Agreement, Novo Nordisk agrees to reimburse the PM Entities and Omega for the research and development costs, and subject to contingencies provided in the Collaboration Agreement, pay certain milestones and royalties on net sales of any ultimately licensed product. There is no certainty that any of the contingencies in the Collaboration Agreement will be achieved or that any milestones or royalties will ever be triggered.

32. A stockholder has filed a purported derivative complaint in the Delaware Court of Chancery alleging that entry into the Collaboration Agreement unfairly benefits the PM Entities to the detriment of the Debtor (the “Derivative Action”). The Derivative Action remains pending.

IV. The Debtor’s Prepetition Capital Structure

A. Prepetition Bridge Loan

33. As noted above, on February 3, 2025, the Debtor, at the direction of the Restructuring Committee, entered into a prepetition secured loan, the Prepetition Loan, with PM08-B, the proposed Stalking Horse Bidder, to provide the Debtor with approximately \$1.5 million worth of liquidity secured by substantially all of the Debtor’s assets. As of the Petition Date, the Debtor had just under \$1.5 million in principal and interest owing on the Prepetition Loan.

34. Additionally, and as explained above, the amounts outstanding under the prior Loan Agreement with BoC were satisfied in full earlier this year after BoC effected the Cash Sweep. BoC has alleged that, although the Loan Agreement is terminated and a UCC termination statement has been filed, certain indemnification and payment provisions under the Loan Agreement survive that termination.

B. Trade and Lease Claims

35. In addition to the Debtor's funded debt, the Debtor estimates that, as of the Petition Date, it had approximately \$3,000,000.00 in unpaid trade and other ordinary course obligations. The Debtor did not have any unpaid prepetition non-residential real property lease obligations for its office and lab space in Cambridge (the "Company Lease").

C. Equity Interests

36. The Debtor is a publicly traded company with its stock listed on the Nasdaq Global Market (ticker symbol: OMGA). On January 29, 2025, the Debtor received written notice from Nasdaq that, for the last thirty (30) consecutive business days, the bid price for the Debtor's common stock had closed below the \$1.00 per share minimum bid price requirement for continued inclusion on the Nasdaq Global Market as set forth in Nasdaq Listing Rule 5450(a)(1). Although the Debtor's stock continues to trade on Nasdaq, the stock may be delisted in the future if it does not regain compliance with the minimum bid price requirement.

IV. Events Leading to the Chapter 11 Cases

37. Pharmaceutical and biotechnology product development is highly speculative because it entails substantial upfront capital expenditures and significant risk that any potential product candidate will fail to demonstrate adequate efficacy or an acceptable safety profile, obtain regulatory approval or become commercially viable. Product development also includes significant research and development costs incurred in the development of product candidates. These costs include, among others, license fees and milestone payments related to the acquisition of in-licensed products; employee-related expenses; expenses related to contract research and manufacturing organizations; clinical trials; regulatory and compliance; manufacturing and raw

materials; market research and disease education; sales and marketing; and other costs associated with regulatory operations.

38. As an early-stage biotech company, the Debtor has incurred losses each year since its inception, including net losses of \$97.4 million and \$102.7 million for the years ended December 31, 2023 and 2022, respectively. The Debtor has devoted almost all of its financial resources to research and development, including preclinical development activities and preparing for and conducting clinical trials of its product candidates. The total costs to advance any of the Debtor's product candidates to marketing approval in even a single jurisdiction is substantial and difficult to accurately predict. Because of the numerous risks and uncertainties associated with the development of drug products, the Debtor is unable to accurately predict the timing or amount of increased expenses or when, or if, the Debtor will be able to begin generating revenue from the commercialization of its products or achieve or maintain profitability.

39. Following its IPO, the Company expected to finance its future cash needs through a combination of equity offerings, debt financings, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements, or other sources. However, as the Company disclosed at the time of its IPO, there was no assurance that it would succeed in obtaining sufficient funding on terms acceptable to it to fund continuing operations, if at all. Accordingly, as the Debtor repeatedly publicly disclosed, its financial statements contained a statement regarding a substantial doubt about its ability to continue as a going concern.

40. In 2023 the Debtor demonstrated clinical validation of an EC to regulate c-MYC, a transcription factor that regulates cell growth, metabolism, and death, for the first time. As noted above, the Debtor also entered into the Collaboration Agreement. To conserve cash while further pursuing those initiatives, in 2024, the Debtor focused its pipeline, prioritized certain preclinical

programs, and reduced overall headcount by approximately 35%. It was expected that this would extend the Company's cash runway into the first quarter of 2025.

41. On November 7, 2024, the Debtor engaged the Prior Financial Advisor. In mid-December, the Prior Financial Advisor began distributing a process letter to potential transaction parties (the "Process Letter"). The Process Letter stated that the Debtor is "receptive to evaluating various transaction types, including but not limited to, an acquisition, synergistic merger, reverse merger, business combination, strategic collaboration, licensing agreement or other transaction." In addition, the Process Letter requested "any plans for a financing concurrent with the closing of a Transaction, including intended amount of equity and debt financing." The Process Letter requested bids by January 22, 2025.

42. As noted above, on December 29, 2024, the Debtor received the Mirai Proposal. Under the terms of the Mirai Proposal, Mirai would acquire all of the Debtor's rights and obligations under the Collaboration Agreement and a non-exclusive, sublicensable (through multiple tiers), worldwide, royalty-free, fully paid-up, perpetual and irrevocable license to the entirety of Omega's platform for discovering and developing epigenetic/epigenomic controllers, in exchange for the assumption of \$8,000,000 of the Debtor's indebtedness under the Loan Agreement. As noted above, the Debtor formed the Special Committee to consider the Mirai Proposal, because it was received from an entity affiliated with entities who collectively hold a majority of the common stock of the Debtor.

43. While the Special Committee was considering the Mirai Proposal, it became apparent that, in light of the debt outstanding under the Loan Agreement and obligations under the Company Lease, potentially interested parties might be more interested in a transaction with the Debtor if those potential liabilities were eliminated.

44. On January 10, 2025 while negotiations regarding the Mirai Proposal were underway, management met with representatives of BoC, who during that meeting requested weekly cash forecasts of the Debtor (which were not required under the Loan Agreement). BoC gave no indication it was considering the Cash Sweep at this meeting, and the Company's projections at that time indicated it would be able to satisfy the Minimum Cash Covenant under the Loan Agreement through at least April 2025. Before the Debtor was able to respond more fully, and without prior notice, BoC effected the Cash Sweep.

45. After the Cash Sweep, the Debtor sent a letter to BoC demanding an immediate return of the Debtor's cash and, in the alternative, sought to negotiate short-term replacement bridge financing from BoC. The Debtor also sought amendments to the Mirai Proposal that might facilitate discussions regarding replacement bridge financing from BoC and sought short-term bridge financing from Flagship because, without an immediate cash infusion, the Debtor would need to terminate its remaining employees and cease operations. During those discussions, Flagship, through its affiliate PM08-B, indicated a willingness to provide such bridge financing if the Debtor were to consider filing a Chapter 11 Case.

46. In light of the foregoing, (i) the Board disbanded the Special Committee, elected and appointed Mr. Varsalone to serve as a director, and designated Mr. Varsalone as sole member of the Restructuring Committee, (ii) the Restructuring Committee engaged Morris Nichols and Portage Point to act as restructuring advisors to the Debtor, and (iii) the Debtor, through the Restructuring Committee, determined that a sale through a proceeding under the Bankruptcy Code was the most viable option available to the Debtor.

47. Since its retention, Portage Point, at the direction of the Restructuring Committee, has started a marketing process seeking potential financing or strategic buyers. The Debtor, under

the direction of the Restructuring Committee, and its professionals have been working over the last few weeks to evaluate the Debtor's options and explore paths to address the difficulties facing the Company. Concurrently with the Debtor's marketing process, the Debtor, through its Restructuring Committee, and its advisors began seeking financing to bridge the Company's cash requirements until it could reach definitive agreements on potential partnership and/or sale transactions. In addition, the Restructuring Committee approved a reduction in the Debtor's workforce by up to seventeen (17) employees and a key employee retention plan for certain remaining employees. The Restructuring Committee's decision was based on cost-reduction initiatives intended to reduce the Debtor's ongoing operating expenses while retaining the personnel necessary to maintain the value of the Debtor's assets, particularly the Omega platform.

48. The Debtor, under the direction of the Restructuring Committee, and its advisors evaluated whether in- or out-of-court financing or purchase options would make the most sense. Due to the nature of the Debtor's assets, the Debtor, under the direction of the Restructuring Committee (and with the assistance of its advisors) determined that an out-of-court sale or restructuring was not practical and pivoted towards preparing for a bankruptcy-facilitated transaction. During this time, the Debtor, through the Restructuring Committee, engaged in negotiations with an affiliate of the holders of a majority of the Debtor's common stock, PM08-B, to act as its stalking horse bidder and postpetition financier. This led to the execution of the RSA and the commencement of this Chapter 11 Case.

49. While Flagship and the PM Entities are each an "insider" and "affiliate" under the Bankruptcy Code, the Debtor, in the reasoned exercise of its business judgment, determined that the transactions contemplated by the RSA provide the best opportunity to achieve a sale that provides the highest and best offer for the Debtor's assets. The results are the proposed Stalking

Horse Bid, the proposed DIP Facility and the Chapter 11 process being presented to the Court in connection with the hearing on first day relief. The Debtor and its advisors are prepared to launch a broad outreach process after the Petition Date to achieve the milestones set forth in the proposed DIP Facility and proposed bidding procedures.

FIRST DAY MOTIONS

50. In my capacity as President and Chief Executive Officer, I believe that the relief requested in the First Day Motions is necessary and essential to ensuring that the Debtor's immediate needs are met, and that the Debtor (and other constituencies) will not suffer any immediate and irreparable harm as a result of the commencement of this Chapter 11 Case. My opinion as to the necessity of the First Day Motions is based upon my firsthand experience as President and Chief Executive Officer and my review of various materials and information provided to me by the Debtor's other members of senior management and the Debtor's advisors, as well as discussions had in connection therewith. In considering the necessary first-day relief, the Debtor's other members of senior management, the Debtor's advisors, and I were cognizant of the level of cash on hand and the limitations imposed by the cash collateral and/or DIP budgets and, in light of these limitations, narrowed the relief requested at the outset of the Chapter 11 Case to only those matters that require urgent relief to preserve value during the pendency of this case.

51. I have reviewed each of the First Day Motions (including the exhibits and schedules thereto) and am familiar with the content and substance contained therein. The facts set forth in each First Day Motion are true and correct to the best of my knowledge and belief with appropriate reliance on other officers and advisors and I can attest to such facts.

52. For a more detailed description of the First Day Motions, I respectfully refer the Court to the respective First Day Motion. The facts set forth in each of the First Day Motions,

listed below, are incorporated herein in their entirety. To the extent that this Declaration and the provisions of any of the First Day Motions are inconsistent, the terms of the First Day Motions shall control.

- (i) Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing Debtor to (A) Continue Its Existing Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Its Bank Accounts and Existing Business Forms, and (D) Implement Changes to the Existing Cash Management System as Necessary, (II) Extending the Time to Comply with the Requirements of 11 U.S.C. § 345(b) and the U.S. Trustee's Operating Guidelines, and (III) Granting Related Relief;
- (ii) Debtor's Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Utility Services, (II) Approving Proposed Adequate Assurance of Payment to Utility Providers and Authorizing Debtor to Provide Additional Assurance, (III) Establishing Procedures to Resolved Requests for Additional Assurance and (IV) Granting Related Relief;
- (iii) Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to Pay Certain Prepetition Taxes and Fees, and (III) Granting Related Relief;
- (iv) Motion of Debtor for Interim and Final Orders (I) Authorizing Debtor to Continue Its Insurance Program and Pay All Obligations with Respect Thereto, (II) Honor Certain Prepetition Obligations Related to the Foregoing, (III) Renew, Revise, Extend, Supplement, Change or Enter Into New Insurance Coverage as Needed in its Business Judgment, and (IV) Granting Related Relief;
- (v) Motion of Debtor for Entry of Interim and Final Orders Establishing Notification and Hearing Procedures for, and Approving Restrictions on, Certain Transfers of, and Declarations of Worthlessness with Respect to, Interests in the Debtor's Estate;
- (vi) Debtor's Motion for Interim and Final Orders (I) Authorizing Payment of Prepetition Claims of Certain Critical Vendors and (II) Granting Related Relief;
- (vii) Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing Debtor to (A) Pay Certain Prepetition Employment Obligations and (B) Maintain Employee Benefits Programs and (II) Granting Related Relief;

- (viii) Debtor's Application for Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent; and
- (ix) Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to the Prepetition Lender, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief.

53. The First Day Motions request authority to, among other things, (i) honor workforce-related compensation and benefits obligations, (ii) continue the Debtor's cash management system and other operations, (iii) continue the Debtor's access to utilities services; and (vi) obtain additional financing for this Chapter 11 Case. For the avoidance of doubt, the Debtor requests authority, but not direction, to pay amounts or satisfy obligations with respect to the relief requested in the First Day Motions.

54. I believe that the relief requested in each of the First Day Motions (a) is critical to ensure the maximization of value of the Debtor's estate, (b) is essential to achieving a successful reorganization, and (c) serves the best interests of the Debtor and its stakeholders.

55. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 10th day of February, 2025.

Omega Therapeutics, Inc.,
Debtor and Debtor in Possession

By: /s/ Kaan Certel

Dr. Kaan Certel, Ph.D.

Exhibit A

Restructuring Support Agreement

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT is made and entered into as of February 3, 2025 (including all exhibits, schedules, or annexes hereto, this “Agreement”) by and among (i) Omega Therapeutics, Inc. (“Omega” or the “Debtor”); and (ii) Pioneering Medicines 08-B, Inc. (“PM08-B”), as bridge lender (in such capacity, “Bridge Lender”), DIP financing lender (in such capacity, “DIP Lender”), and stalking horse bidder (in such capacity, “Stalking Horse”). Omega and PM08-B are collectively referred to as the “Parties,” and any one of the foregoing is referred to individually as a “Party.” This Agreement does not purport to summarize all of the terms, conditions, representations and other provisions with respect to the Transactions, which will be set forth in that certain (i) Secured Promissory Note, between Omega and PM08-B (the “Prepetition Note”), attached hereto as **Exhibit A**, (ii) the Superpriority DIP Facility Term Sheet, between Omega and PM08-B (the “DIP Term Sheet”), and (iii) the Asset Purchase Agreement between Omega and PM08-B (the “Stalking Horse APA” and, together with the Prepetition Note, the DIP Term Sheet, and each other document, instrument or agreement now or hereafter delivered by Omega to PM08-B in connection with any Transactions relating hereto, each in form and substance acceptable to PM08-B and Omega, the “Definitive Documents”).¹ Each of Omega and PM08-B agree to negotiate in good faith the terms and conditions of the Definitive Documents in accordance with the terms hereof.

This Agreement sets forth certain material terms of the following potential transactions, each on terms and conditions consistent with this Agreement and subject in all respects to the Definitive Documents (collectively, the “Transactions”): (i) entry into the Prepetition Secured Promissory Note, by and between Omega and PM08-B, for the purposes of funding, in accordance with an agreed budget (the “Agreed Prepetition Note Budget”), the prepetition business operations and expenses of Omega, including fees and expenses in connection with the preparation for and commencement of a voluntary case (the “Chapter 11 Case”) under chapter 11 of title 11 of the United States Code (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”); (ii) entry into the DIP Term Sheet, for the purposes of providing debtor-in-possession financing to the Debtor in the Chapter 11 Case in accordance with an agreed budget (the “DIP Budget”) in order to implement a value-maximizing sale process of all or substantially all of the Debtor’s assets pursuant to Section 363 of the Bankruptcy Code (the “Sale”); (iii) entry into the Stalking Horse APA, pursuant to which PM08-B or its designee shall serve as Stalking Horse (as defined herein); and (iv) such other documents, instruments, or agreements between Omega and PM08-B as are necessary or appropriate to effectuate any of the foregoing.

THIS RESTRUCTURING AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF ONE OR MORE DEFINITIVE DOCUMENTS INCORPORATING THE TERMS AND CONDITIONS SET FORTH IN THIS RESTRUCTURING AGREEMENT AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS; *PROVIDED* THAT THE FAILURE TO AGREE ON SUCH DEFINITIVE DOCUMENTS SHALL NOT RELIEVE THE PARTIES OF THEIR OBLIGATIONS

¹ If any provision contained herein is in direct conflict with any provision in a Definitive Document, the terms of the Definitive Documents shall govern and control.

SET FORTH HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS RESTRUCTURING AGREEMENT AND THE UNDERTAKINGS CONTEMPLATED HEREIN ARE SUBJECT IN ALL RESPECTS TO THE NEGOTIATION, EXECUTION, AND DELIVERY OF DEFINITIVE DOCUMENTS ACCEPTABLE TO THE PARTIES, AS APPLICABLE. THE REGULATORY, TAX, ACCOUNTING, AND OTHER LEGAL AND FINANCIAL MATTERS AND EFFECTS RELATED TO THE TRANSACTIONS AND ANY RELATED RESTRUCTURING OR SIMILAR TRANSACTION HAVE NOT BEEN FULLY EVALUATED AND ANY SUCH EVALUATION MAY AFFECT THE TERMS AND STRUCTURE OF ANY TRANSACTIONS OR RELATED TRANSACTIONS.

I. PREPETITION SECURED PROMISSORY NOTE	
Transaction Overview	Omega and PM08-B agree to enter into a Prepetition Secured Promissory Note, substantially in the form attached hereto as Exhibit A , to provide bridge funding to Omega in accordance with the terms therein. Capitalized terms not otherwise defined in this Section I shall have the meanings ascribed to such terms in the Prepetition Note.
Bridge Borrower	Omega Therapeutics, Inc.
Bridge Lender	Pioneering Medicines 08-B, Inc.
Prepetition Note	The Bridge Lender agrees to make a senior secured bridge term loan (the “ <u>Prepetition Note</u> ”) to Bridge Borrower in a total aggregate principal amount not to exceed \$1,475,178.00. Bridge Borrower and Bridge Lender agree to negotiate in good faith additional terms that are customary for transactions of this type.
Prepetition Note Documents	Definitive Documentation to be executed in connection with the Prepetition Note, in a form and substance acceptable to the Bridge Lender.
Use of Proceeds	Bridge Borrower shall use the proceeds of the Prepetition Note solely in accordance with this Agreement and the Agreed Prepetition Note Budget, attached hereto as Exhibit A-1 , (i) to fund its operating expenses, (ii) to prepare and file its voluntary case under chapter 11 of the Bankruptcy Code, (iii) to pay the reasonable and documented fees and expenses of Bridge Borrower’s professionals, and (iv) to pay other amounts as enumerated in the Agreed Prepetition Note Budget.
Collateral / Security Interest	The obligations owed to the Bridge Lender under or in connection with the Prepetition Note (the “ <u>Prepetition Note Obligations</u> ”) will be secured as set forth in the Prepetition Secured Promissory Note.
Maturity Date	As defined in the Prepetition Secured Promissory Note.
Events of Default	The Prepetition Note will contain Events of Default customary for bridge financing facilities of this type, including but not limited to breaches of this Agreement, material breaches of any material contracts to which the Debtor is a party, and any Material Adverse Effect (as defined in the Prepetition Note).
Interest Rate	Interest on the Prepetition Note shall accrue from the Issue Date on the unpaid principal amount at a rate equal to ten percent (10%) per annum or, if an Event of Default has occurred and is continuing fifteen percent (15%) per annum.

Remedies	The Prepetition Note will contain customary remedies and enforcement rights for bridge financing facilities of this type, including but not limited to, the right of the Bridge Lender to (i) accelerate and demand payment of all or any part of the Prepetition Note Obligations and declare them to be immediately due and payable, (ii) sign and file in the Bridge Borrower's name any and all collateral assignments, notices, control agreements, security agreements and other documents it deems necessary or appropriate to perfect or protect the repayment of the obligations, and in furtherance thereof, and (iii) exercise any other rights or remedies available to it under the Prepetition Note or under applicable law.
Expenses	Bridge Borrower shall pay the Bridge Lender's fees, costs and expenses (including, without limitation, any attorneys' fees, costs and expenses) associated with, or related to, (a) the collection of any amounts under the Prepetition Note, (b) the enforcement of the Bridge Borrower's rights or remedies under the Prepetition Note or available under law, in equity or otherwise, or (c) any workout, restructuring or negotiations in respect of the Prepetition Note, and in each case of the foregoing, all such fees, costs and expenses (and attorneys' fees, costs and expenses) shall be deemed to be part of the balance of the Prepetition Note, whether or not any of the Transactions in this Agreement shall be consummated.
Closing Condition	The Prepetition Note will contain customary closing conditions for bridge financing facilities of this type, including but not limited to, Bridge Borrower providing evidence satisfactory to the Bridge Lender that there exists no Lien upon the Collateral (as defined in the Prepetition Note, the " <u>Prepetition Collateral</u> ")), other than Permitted Liens.
II. SUMMARY OF DEBTOR-IN-POSSESSION FINANCING	
Transaction Overview	The DIP Lender shall provide a post-petition super-priority senior secured debtor-in-possession loan (the " <u>DIP Loan</u> ") consisting of (i) new money delayed-draw term loans; and (ii) loans representing a "roll up" of the Prepetition Note Obligations, and unless otherwise agreed, on the terms and conditions set forth below, which shall be set forth more fully in a term sheet and related Definitive Documentation.
DIP Borrower	Omega Therapeutics, Inc.
DIP Lender	Pioneering Medicines 08-B, Inc.
DIP Loans	Debtor-in-possession senior secured superpriority delayed draw term loan facility, comprised of "new money" loan commitments in an amount to be determined (the " <u>New Money DIP Loan Commitments</u> " and the loans made thereunder, the " <u>New Money DIP Loans</u> "), <u>plus</u> loans representing a "roll up" of the Prepetition Note Obligations equal to the sum of (i) outstanding principal in the amount of \$[*] (subject to the challenge period), <u>plus</u> (ii) accrued and unpaid interest under the Prepetition Note Documents, including accrued and unpaid interest at the rate specified in the Prepetition Note from the Petition Date through and including the date that such obligations are rolled up as Roll Up DIP Loans, <u>plus</u> (iii) any and all unreimbursed costs, fees and expenses of the Bridge Lender (the " <u>Roll Up DIP Loans</u> " and together with the New Money DIP Loans, the " <u>DIP</u>

	<u>Loans</u>”). The DIP Borrower shall seek entry of interim (“<u>Interim DIP Order</u>”) and final orders (“<u>Final DIP Order</u>”) of the Bankruptcy Court, in a form and substance acceptable to the DIP Lender in its sole and absolute discretion, approving (among other things) the DIP Loans, the DIP Liens, the DIP Term Sheet, and the other DIP Documents (collectively Interim DIP Order and the Final DIP Order, the “<u>Financing Orders</u>”).
Key Economic Terms	Interest rate: 10% per annum, paid-in-kind. Lending Fee: A lending fee equal to 1.00% of the principal balance of the DIP Loans, which shall accrue in kind and be paid in cash on the Maturity Date (or satisfied through a credit bid if the Stalking Horse is the successful bidder). Default Rate: 5% in excess of the Interest Rate
DIP Obligations:	Shall mean in the DIP Term Sheet (a) the due and punctual payment by the DIP Borrower of (i) the unpaid principal amount of and interest on (including interest accruing after the maturity of the DIP Loans and interest accruing after the commencement of the Chapter 11 Case) the DIP Loans, as and when due, whether at maturity, by acceleration or otherwise, and (ii) all other monetary obligations, including advances, debts, liabilities, obligations, fees, costs, expenses and indemnities, whether primary, secondary, direct, indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise, of the DIP Borrower to the DIP Lender under the DIP Documents and the Financing Orders, and (b) the due and punctual payment and performance of all covenants, duties, agreements, obligations and liabilities of the DIP Borrower to the DIP Lender under or pursuant to the DIP Documents and the Financing Orders.
DIP Documents	Definitive Documentation executed in connection with DIP Loans, including: (i) the DIP Term Sheet and any ancillary exhibits and documents executed in connection therewith; (ii) the DIP Budget; (iii) the Financing Orders; (iv) any motions, pleadings, and declarations filed in the Chapter 11 Case by the DIP Borrower related to the DIP Loans; and (v) any and all amendments, exhibits, supplements or schedules to (i)-(iv), each shall be in form and substance acceptable to the DIP Lender.
Collateral / Security Interest	The obligations owed to the DIP Lender under or in connection with the DIP Loans will be secured by senior priority and continuing security interests on the DIP Collateral: a. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable and fully and automatically perfected first priority senior security interest in and lien upon all DIP Collateral that as of the Petition Date is unencumbered and not subject to valid, perfected, and non-avoidable liens; <i>provided that</i> such security interest in and lien on DIP Collateral shall be subject to the Carve-Out (as defined below);

	b. Pursuant to section 364(c)(3) of the Bankruptcy Code, a perfected junior lien, subject to the Carve-Out, on all DIP Collateral that is subject to valid, perfected, and non-avoidable liens in existence at the time of the commencement of the Chapter 11 Case or subject to valid and non-avoidable liens in existence at the time of such commencement that are perfected subsequent to such commencement as permitted by section 546(b) of the Bankruptcy Code; and c. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable and fully and automatically perfected first priority priming security interest in and lien upon all DIP Collateral, which security interest and lien shall be subject to the Carve-Out (as defined below) and any valid, perfected, and non-avoidable Permitted Liens (as defined in the Prepetition Note) (collectively, the liens described in clauses (a), (b), and (c) of this section, the “<u>DIP Liens</u>”). The DIP Liens shall not be made <i>pari passu</i> with, or subordinated to, any other liens or security interests (whether currently existing or hereafter created), subject, in each case, only to the Carve Out, and any valid, perfected, and unavoidable Permitted Liens. The amounts due and owing under the DIP Loans shall be entitled to super-priority administrative expense claim status pursuant to section 364(c)(1) of the Bankruptcy Code with priority over all administrative expenses of the kind that are specified in Bankruptcy Code §§ 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code.
DIP Collateral	“<u>DIP Collateral</u>” shall include all assets and property of the DIP Borrower and its estate, real or personal, tangible or intangible, now owned or hereafter acquired, whether arising before or after the Petition Date, including, without limitation, all contracts, contract rights, licenses (including IP Licenses), general intangibles, instruments, equipment, accounts, documents, goods, inventory, fixtures, documents, cash, cash equivalents, chattel paper, letters of credit and letter of credit rights, investment property, claims and causes of action (other than Derivative Actions, commercial tort claims, and Avoidance Actions, as defined below),² money, insurance policies and proceeds thereof, receivables, deposits, refunds, receivables records, deposit accounts, collateral support,

² “Derivative Action” means the Delaware Action and all actions, causes of actions or claims of the DIP Borrower arising under any legal theory against any current or former officers and directors or shareholders of the DIP Borrower, in each case, in existence as of the Petition Date.

“Delaware Action” means the proceeding commenced by Joel Newman, derivatively on behalf of nominal defendant Omega Therapeutics, Inc. before the Court of Chancery of the State of Delaware, Case No. 2024-0636-PAF.

	supporting obligations and instruments, all interests in leaseholds and real properties, all intellectual property, all patents, copyrights, trademarks (but excluding trademark applications filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of the trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.)), trade names and other intellectual property (whether such intellectual property is registered in the United States or in any foreign jurisdiction), records and data, know-how and other proprietary information and materials, all equity interests (to be limited to the extent of any adverse tax consequences, as reasonably determined by the DIP Lender and the DIP Borrower, and limitations imposed by applicable law), all books and records relating to the foregoing, all other personal and real property of the DIP Borrower (but excluding any property subject to a purchase money lien, capital lease or similar arrangement permitted under the DIP Documents to the extent the creation of a security interest therein is prohibited thereby or creates a right of termination in favor of any other party thereto or otherwise requires third party consent thereunder), commercial tort claims (other than the Derivative Actions), the Derivative Actions (subject to entry of the Final DIP Order), actions under sections 544, 545, 547, 548 and 550 of the Bankruptcy Code (the "<u>Avoidance Actions</u>") and any proceeds from any such Avoidance Actions (subject to entry of the Final DIP Order), and all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing (in each case as the foregoing are defined in the Uniform Commercial Code as in effect from time to time in the State of New York (and, if defined in more than one Article of such Uniform Commercial Code, shall have the meaning given in Article 9 thereof)).
No Marshaling	Upon entry of the Final DIP Order, the DIP Lender and the Bridge Lender shall not be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral or the Prepetition Collateral, as applicable, and all proceeds shall be received and applied in accordance with the DIP Documents and the Prepetition Note Documents, as applicable.
Variance Reports and DIP Budget	All advances under the DIP Loans and any cash collateral shall be used solely by the DIP Borrower in accordance with the DIP Budget, subject only to the Permitted Variances (defined below). Compliance with the DIP Budget will be measured weekly starting on the second week following the Petition Date, for the period beginning as of the first day of the first full week following the week of the Petition Date and ending the last day of the week prior to the week on which compliance is measured (the "<u>Testing Period</u>"). Each date on which compliance with the DIP Budget is measured is referred to herein as the "Testing Date." As of any applicable Testing Date, Operating Disbursements (as set forth in

	the DIP Budget) shall vary from the DIP Budget on a cumulative basis during the relevant Testing Period by no more than 10.0% (adverse to the Debtor) (the “<u>Permitted Variances</u>”). As of any applicable Testing Date, the Budgeted Professional Fees shall vary from the DIP Budget on a single-line item basis by no more than 5.0%. The DIP Borrower shall be deemed in compliance with the DIP Budget unless, as of any Testing Date, (i) the Operating Disbursements vary from the DIP Budget by more than the Permitted Variance during the Testing Period; and (ii) the Budgeted Professional Fees vary from the DIP budget on a line-item basis by more than the applicable Permitted Variance during the Testing Period, <i>provided, however</i> that for purposes of variance testing, any Budgeted Professional Fees unused during any Testing Period shall be rolled into the following Testing Period. The DIP Borrower shall provide the DIP Lender with weekly and cumulative variance reports on a line item basis for both disbursements and receipts, which reporting shall (i) detail the variance, if any, of such disbursements and receipts from the DIP Budget, and (ii) provide an explanation of any variance greater than 5.0% (the “<u>Variance Report</u>”). The DIP Borrower and the DIP Lender agree to further negotiate in good faith any additional reporting requirements that are customary for transactions of this type.
Use of Proceeds	Subject to Bankruptcy Court approval, the DIP Borrower shall use the proceeds of the DIP Loans solely in accordance with this Agreement, the Financing Orders (as defined herein) and the DIP Budget, (i) to fund the operating expenses of the DIP Borrower, (ii) to fund the administration of the Chapter 11 Case, the Sale, and a chapter 11 plan and related matters, including the claims resolution process, and the wind-down of the Debtor’s estate; (iii) to fund the reasonable, documented, and allowed fees and expenses of the DIP Borrower’s professionals, and (iv) to pay other amounts as set forth in and subject to the DIP Budget.
Carve-Out	The DIP Liens on the DIP Collateral shall be subject to the Carve-Out. The Carve-Out shall provide for the payment of (I) (a) all fees of the DIP Borrower required to be paid to the Clerk of the Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate; (b) all reasonable fees and expenses up to \$[75,000] incurred by a trustee under section 726(b) of the Bankruptcy Code; and (c) unpaid allowed professional fees, costs and disbursements (“<u>Professional Fees</u>”) incurred by the DIP Borrower and any statutory committee of unsecured creditors (the “<u>Committee</u>”) appointed in the chapter 11 case, in each case not to exceed the line item amounts set forth in applicable lines of the DIP Budget for each such professionals as of the delivery of any carve-out trigger notice, and (II) after the delivery of

	a carve-out trigger notice, allowed Professional Fees in an aggregate amount not to exceed [\$50,000]. The Debtor is authorized to open a new bank account at an Approved Depository, designate an existing bank account at an Approved Depository, or designate a third party's bank account at an Approved Depository that shall function as a segregated account held in trust for and exclusively available for the payment of Professional Fees (the "<u>Professional Fees Escrow Account</u>") in the amount equal to, but not to exceed, the allowed Professional Fees set forth in the DIP Budget for professionals retained by the Debtor and a Committee, if any (the "<u>Budgeted Professional Expenses</u>"), which shall remain DIP Collateral (subject to the Carve Out) unless and until such funds are allowed by the Bankruptcy Court and paid to such professionals. The Debtor is authorized and directed to fund the Professional Fees Escrow Account on a weekly basis in an amount up to, but not to exceed, the Budgeted Professional Expenses for that week. Such funds shall be held in an identifiable segregated account at an Approved Depository for the benefit of the Professionals to be applied to the allowed Professional Fees of the Professionals that are approved for payment pursuant to one or more orders of the Bankruptcy Court. Any allowed Professional Fees payable to the Professionals shall be paid first out of the Professional Fees Escrow Account. Any excess amounts in the Professional Fees Escrow Account after payment of such professional fees shall be subject in all respects to the DIP Liens until such time as the DIP Obligations are paid in full in cash and the DIP Liens are released.
Indemnification and Reimbursement of Expenses	The DIP Loans will contain provisions for payment of fees and expenses and indemnification of the professionals for the DIP Lender.
DIP Loans Events of Default	The DIP Loans will contain Events of Default customary for debtor-in-possession financing facilities of this type, including but not limited to: - The failure by the DIP Borrower to perform or comply with any material term, condition, covenant or obligation (including a payment obligation) contained in the DIP Documents or any of the Financing Orders. - The cessation of the DIP Loans to be in full force and effect, the DIP Loans being declared by the Bankruptcy Court to be null and void, or the DIP Lender ceasing to have the benefit of the liens granted by the Financing Orders. - Except as for the Carve-Out and any valid, perfected, and non-Avoidable Permitted Lien, the entry of any order of the Bankruptcy Court granting to any third party a claim or lien <i>pari passu</i> with or senior to that granted to the DIP Lender hereunder.

	d. Until the DIP Obligations are repaid in full in cash (other than contingent obligations for which no claim has been made or threatened) and all commitments under the DIP Loans terminated: (i) the DIP Borrower shall make any payment of prepetition principal or interest or otherwise on account of any prepetition indebtedness for borrowed money or payables other than the DIP Obligations under the DIP Loans solely in accordance with the DIP Budget (subject only to the Permitted Variances) or the Financing Orders; (ii) the validity or enforceability of any provision of the DIP Loans being contested by the DIP Borrower (or any party acting on its behalf or on behalf of the bankruptcy estate); and (iii) the DIP Borrower (or any party acting on its behalf or on behalf of the bankruptcy estate) denying in writing that it has any further liability or obligation under any provision of the DIP Loans. e. The DIP Borrower fails to make any interest payments due under any of the DIP Documents or the Financing Orders within three (3) business days of when due. f. Failure of the DIP Borrower to meet any of the applicable Case Milestones. g. The entry of an order converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or the Debtor filing a motion or not timely opposing a motion seeking such relief. h. The entry of an order dismissing the Chapter 11 Case, or the Debtor filing a motion or not timely opposing a motion seeking such relief without the consent of the DIP Lender. i. The entry of an order in the Chapter 11 Case appointing any examiner having expanded powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code or a trustee to operate all or any material part of the DIP Borrower's business. j. The entry of an order in the Chapter 11 Case granting relief from the automatic stay so as to allow a third party or third parties to proceed against any property with a value in excess of \$[•], including the DIP Collateral and the Prepetition Collateral, of the Debtor or to commence or continue any prepetition litigation against the DIP Borrower involving potential liability not covered by insurance in excess of \$[•] in the aggregate. k. The commencement of any actions by the DIP Borrower or affiliate or subsidiaries thereof (or any party acting on its behalf or on behalf of the bankruptcy estate) that challenges the rights and remedies of
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	any of the DIP Lender under the DIP Loans or Bridge Lender under the Prepetition Note Documents in the Chapter 11 Case or in a manner inconsistent with the DIP Documents. 1. Without the prior written consent of the DIP Lender and other than in respect of the DIP Loans and the Carve-Out or as expressly permitted in the DIP Documents, the bringing of any motion or taking of any action, seeking entry of an order, or the entry of an order by the Bankruptcy Court, in the Chapter 11 Case (i) granting superpriority administrative expense status to any claim <i>pari passu</i> with or senior to the claims of the DIP Lender or the Bridge Lender, (ii) permitting the Debtor to obtain financing under Section 364 of the Bankruptcy Code, (iii) permitting the Debtor to grant security interests or liens under Section 364 of the Bankruptcy Code, (iv) permitting the Debtor to use cash collateral under Section 364 of the Bankruptcy Code or (v) authorizing the Debtor to take other actions adverse to any DIP Lender or Bridge Lender or their rights and remedies under the DIP Documents, the Prepetition Note Documents or their interest in Prepetition Collateral or the DIP Collateral under Section 364 of the Bankruptcy Code. m. The entry of any order terminating the Debtor's exclusive right to file a plan or the expiration of the Debtor's exclusive right to file a plan. n. There shall arise any superpriority claim in the Chapter 11 Case which is <i>pari passu</i> with or senior to the priority of the claims of the DIP Lender, except with respect to the Carve-Out and as set forth in the DIP Documents. o. The entry of any order in the Chapter 11 Case which provides adequate protection, or the granting by the Debtor of similar relief in favor of any one or more of the Debtor's prepetition creditors, contrary to the terms and conditions of any of the Financing Orders or the DIP Documents. p. The DIP Borrower or any of its affiliates or subsidiaries (or any party acting on its behalf or on behalf of the bankruptcy estate), or any person claiming by or through any of the foregoing, shall obtain court authorization to commence, or shall commence, join in, assist, fail to object to after DIP Lender so requests, or otherwise participate as an adverse party in any suit or other proceeding against the DIP Lender regarding the DIP Loans or the Prepetition Note Documents.
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	q. The challenge period has been extended without DIP Lender's consent. r. A plan shall be filed by the Debtor, or be confirmed in the Chapter 11 Case, or any order shall be entered which dismisses the Chapter 11 Case and which plan or order (i) (x) does not provide for termination of the unused commitments under the DIP Loans and payment in full in cash on the effective date of such plan of the DIP Borrower's obligations under the DIP Loans and the Prepetition Notes or (y) is not satisfactory to the DIP Lender in its sole and absolute discretion, and (ii) does not provide, to the extent permitted by applicable law, for release and exculpatory provisions relating to the DIP Lender and the Bridge Lender (in their capacities as such) that are satisfactory to the DIP Lender in its sole and absolute discretion, or the DIP Borrower or any of its subsidiaries shall file, propose, support, or fail to contest in good faith the filing or confirmation of such a plan or the entry of such an order. s. Any final judgment or order as to liability not covered by insurance or third party indemnity, or debt for the payment of money, in excess of \$[50,000] shall be rendered against the DIP Borrower, and, in each case, there shall be a period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect. t. The Bankruptcy Court shall enter an order authorizing the sale of all or substantially all of the assets of the Debtor unless such order contemplates infeasible repayment in full in cash of the DIP Loans and the Prepetition Note Obligations upon consummation of the sale process unless the DIP Lender consents in their sole and absolute discretion. u. The entry of an order in the Chapter 11 Case avoiding or permitting avoidance of any portion of the payments made on account of the obligations under the DIP Loans, the DIP Documents, the Prepetition Note Documents or any related documents or any other indebtedness provided to the Debtor by any DIP Lender or the Bridge Lender, or the taking of any action by the DIP Borrower (or any party acting on its behalf or on behalf of the bankruptcy estate) to challenge or support a challenge of any such payments. v. The Financing Orders and the terms thereof shall cease to create a valid and perfected security interest and lien on the DIP Collateral (other than an immaterial portion thereof).
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	w. The Final DIP Order does not include a waiver, in form and substance satisfactory to the DIP Lender in its sole and absolute discretion, of (i) the right to surcharge the Prepetition Collateral and/or the DIP Collateral under Section 506(c) of the Bankruptcy Code; (ii) any ability to limit the extension under Section 552(b) of the Bankruptcy Code of the liens of the Bridge Lender on the Prepetition Collateral to any proceeds, products, offspring, or profits of the Prepetition Collateral acquired by the DIP Borrower after the Petition Date and (iii) the doctrine of marshaling.. x. The filing or support of any pleading by the DIP Borrower (or any party acting on its behalf or on behalf of the bankruptcy estate) seeking, or otherwise consenting to, any relief the granting or prosecution of which could reasonably be expected to result in the occurrence of a DIP Event of Default, including the support or acceptance of any bid in a 363 sale that does not provide for the indefeasible repayment in full in cash of the DIP Loans and any Prepetition Notes Obligations that have not been discharged with Roll Up DIP Loans upon consummation of the sale unless the DIP Lender and the Bridge Lender consent in their sole and absolute discretion. y. Any non-monetary final judgment or order with respect to a post-petition event shall be rendered against the Debtor which does or could reasonably be expected to have a Material Adverse Effect,³ and, in each case, there shall be a period of ten (10) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect. z. The Research Collaboration Agreement by and among Pioneering Medicines 08, Inc., Omega Therapeutics, Inc., Pioneering Medicines (NN), LLC, PM (NN) Explorations, Inc., and Novo Nordisk A/S (“<i>Novo</i>”) dated as of December 31, 2023 (as amended, supplemented, and/or modified from time to time, the “<i>Novo Collaboration Agreement</i>”) is terminated (whether by court order or otherwise), or there is any order preventing the assignment thereof.
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³ “Material Adverse Effect” shall have the following meaning for purposes of the DIP Term Sheet: “any event, condition, circumstance or contingency (other than as customarily occurs as a result of events leading up to and following the commencement of a proceeding under chapter 11 of the Bankruptcy Code by the Debtor) that, individually or in the aggregate, (a) has had or could reasonably be expected to have, a material adverse effect on the business, operations, properties, assets, performance or financial condition of the Debtor, taken as a whole, (b) has resulted in, or could reasonably be expected to result in, a material adverse effect on the validity or enforceability of, or the rights, remedies or benefits available to DIP Lender under the Definitive Documents or (c) has had or could reasonably be expected to have, a material adverse effect on the ability of the Debtor to perform their obligations under any the DIP Documents.”

	aa. DIP Borrower shall fail to perform any of its material obligations under the Novo Collaboration Agreement. bb. Any of the Financing Orders being amended or modified without the consent of the DIP Lender. cc. Any vendor contract or customer contract is terminated or modified and such modification or termination does or could reasonably be expected to cause a Material Adverse Effect. dd. The commencement of any investigation of the Debtor by any federal or state agency or other governmental or judicial entity, and such investigation does or could reasonably be expected to cause a Material Adverse Effect. ee. The issuance by any tax authority of one or more deficiency notices with respect to any foreign subsidiary of the Debtor exceeding, in the aggregate, \$[•] at any time. ff. The entry of the Sale Order shall not have occurred on or prior to the date that is 60 days following the Petition Date. gg. The occurrence of any default under or material breach of any agreement or obligation of DIP Borrower under any Definitive Document. hh. The occurrence of any default under or material breach of this Agreement by Omega or the termination by Omega of this Agreement. ii. The DIP Borrower files a motion seeking the approval of a sale pursuant to section 363 of the Bankruptcy Code that is not acceptable to the DIP Lender. jj. The occurrence of an RSA Event of Default by Omega under this Agreement or the termination of this Agreement by Omega.
DIP Covenants	The DIP Term Sheet will contain (i) covenants customary for debtor-in-possession financing facilities of this type, and (ii) any additional covenants from the Prepetition Note Documents, including: a. Lender Calls: Omega shall cause one or more responsible officers of Omega, the restructuring director for the Omega and the financial advisor to Omega to participate in one conference call per week with the DIP Lender at a date and time mutually agreed to by Omega and the DIP Lender and Omega hereby acknowledge and

	agree that the DIP Lender shall be entitled to communicate directly with the restructuring director for Omega and the financial advisor to Omega, <i>provided that</i> the DIP Lender will provide at least three (3) hours notice to Omega’s counsel prior to such lender calls and Omega’s counsel shall be permitted to participate at its election on such lender calls and communications; <i>provided however</i>, that unless Omega’s counsel participates in such lender calls and communications, the DIP Lender’s counsel should not participate in such calls or communications. b. Lease Payments: Omega shall apply all amounts received by Omega from all of Omega’s sub-lease and similar arrangements to pay its lease obligations as and when such obligations become due and for no other purpose without the express written consent of the DIP Lender. c. Cash Management: Omega shall ensure that all cash balances of Omega and its subsidiaries are maintained in deposit accounts with JPMorgan Chase Bank, N.A. or another depository approved by PM08-B in writing (each, an “<u>Approved Depository</u>”) and, in each case (other than the Professional Fee Escrow Account), subject to an account control agreement in favor of the DIP Lender that is in form and substance reasonably acceptable to the DIP Lender. Banc of California and its affiliates shall in no event be deemed to be an Approved Depository.
Additional Terms	Additional terms and conditions of the DIP Loans, including but not limited to adequate protection, DIP Liens, affirmative covenants, negative covenants, milestones, and representations and warranties shall be negotiated and set forth in the DIP Term Sheet, the DIP Documents, and other Definitive Documentation.
III. STALKING HORSE AGREEMENT	
Transaction Overview	Subject to entry into Definitive Documents and after determination by Omega (after consultation with its advisors and consultants) that there are no other or higher bids by the Petition Date (which shall be no later than February 10, 2025), Omega (as “ <u>Seller</u> ”) and PM08-B, or an entity designated by PM08-B (the “ <u>Purchaser</u> ”) agree that Purchaser shall serve as stalking horse bidder (the “ <u>Stalking Horse</u> ”) for the sale of substantially all of Omega’s assets, including all Avoidance Actions and the Derivative Actions (the “ <u>Purchased Assets</u> ”) effected pursuant to section 363 of the Bankruptcy Code (the “ <u>Sale</u> ”), pursuant to the terms hereof and of a definitive asset purchase agreement (the “ <u>Stalking Horse APA</u> ”), free and clear of all liens, claims encumbrances in accordance with section 363(f) of the Bankruptcy Code.

Purchase Price	The purchase price for the Purchased Assets shall be comprised of the following (collectively, the “ <u>Purchase Price</u> ”): (i) a credit bid of \$[•] the obligations under the DIP Loans and Prepetition Note; (ii) the assumption of assumed liabilities as set forth in the Stalking Horse APA to be paid in accordance with the terms of the Stalking Horse APA; and (iii) the payment of Cure Amounts (as defined in the Stalking Horse APA).
Purchased Assets	Purchased Assets shall include all of the direct and indirect, right, title and interest of Seller in, to and under the tangible and intangible assets (including goodwill), properties, rights, going concern value, claims and contracts used, useful, or held for use in, or related to, the business of Seller wherever situated and of whatever kind and nature, real or personal, as of the Closing, including the Avoidance Actions (as defined in the <u>Stalking Horse APA</u>) and the Derivative Actions.
Credit Bidding:	The Financing Orders and the DIP Documents shall provide that, the DIP Lender shall have the right pursuant to section 363(k) to credit bid up to and including the full amount of the DIP Obligations <u>plus</u> the full amount of any Prepetition Note Obligations that have not been discharged with Roll Up DIP Loans for the DIP Collateral. Any such credit bid may provide for the assignment of the right to purchase the acquired assets to a sub-agent or a newly formed acquisition vehicle.
Sale Documents	All documents relating to the Sale shall be in form and substance acceptable to the DIP Lender and the Purchaser (collectively, the “ <u>Sale Documents</u> ”), including: (i) bidding procedures governing, among other things, the bidding and auction process (the “ <u>Bidding Procedures</u> ”); (ii) the Stalking Horse APA; (iii) the Seller’s motion for approval of the Bidding Procedures, the Sale and related transactions (the “ <u>Sale Motion</u> ”); (iv) the order entered by the Bankruptcy Court approving, among other things, the Bidding Procedures, Expense Reimbursement, and the Purchaser as the stalking horse bidder (the “ <u>Bidding Procedures Order</u> ”); (v) the Sale Order (defined below); and (vi) any and all amendments, exhibits, supplements or schedules to (i)-(v) above.
Expense Reimbursement	The Sale Motion shall seek approval of an expense reimbursement for reasonable documented costs, fees and expenses incurred in connection with the Sale in an amount not to exceed \$300,000.00 (the “ <u>Expense Reimbursement</u> ”), which shall be payable upon the earlier to occur of (i) Bankruptcy Court approval (via entry of a sale order or otherwise) of a successful bidder that is not the Purchaser or (ii) termination of the Stalking Horse APA if, as of such termination, Seller was in breach of any of its representations, warranties, covenants or other agreements under the Stalking Horse APA or if a Material Adverse Effect has occurred prior to such termination.
Sale Order	The Sale will be approved by the Bankruptcy Court by entry of a final non-appealable order (the “ <u>Sale Order</u> ”), in form and substance acceptable to the Purchaser and DIP Lender, including findings, conclusions, decrees and orders customary in a section 363 sale, and findings of good faith under section 363(m) of the Bankruptcy Code. The closing of the Sale (the

	“<u>Closing</u>”) shall occur as expeditiously as practical under the Sale Order (the “<u>Closing Date</u>”) as set forth in the Sale Milestones. If the Purchaser is the successful bidder, at the Closing the Debtor shall execute and deliver such additional documents as the Purchaser may reasonably require to evidence transfer of title of the Purchased Assets to Purchaser (or its designee).
Sale Milestones	The parties agree to comply with the following sales-process milestones (collectively, the “<u>Sale Milestones</u>”), which shall be reflected in the DIP Motion and Sale Motion, as applicable: (i) On or within five (5) days after the Petition Date, the Debtor shall file the Sale Motion in a form acceptable to the Seller and DIP Lender, which shall seek approval of the designation of PM08-B as the Stalking Horse and the Expense Reimbursement; (iii) The Stalking Horse APA shall be attached to the Sale Motion or shall be filed as soon as reasonably practicable thereafter, and in no event later than five (5) days after the filing of the Sale Motion; (iv) the Bankruptcy Court shall have entered the Bidding Procedures Order in a form and substance acceptable to Purchaser and DIP Lender, approving (a) the Expense Reimbursement, (b) the Bidding Procedures, and (c) the Purchaser as the Stalking Horse no later than thirty (30) days following the Petition Date; (v) Seller shall have concluded any auction for the sale of the Purchased Assets no later than fifty-five (55) days following the Petition Date; (vi) the Bankruptcy Court shall have entered the Sale Order, in a form and substance acceptable to Purchaser and DIP Lender, no later than sixty (60) days following the Petition Date; and (vii) the Sale shall be consummated no later than seventy (70) days following the Petition Date.
Assumed Contracts	The Stalking Horse APA will include a preliminary schedule of executory contracts and unexpired leases to be assumed, sold and assigned to Purchaser (each, an “<u>Assumed Contract</u>” and collectively, the “<u>Assumed Contracts</u>”), which schedule may be modified on or before two (2) days prior to the Closing by Purchaser in its sole discretion to add or remove any Assumed Contract(s). Purchaser shall have the right to challenge whether any Assumed Contract is executory or unexpired and the right to challenge the cure amount included on Seller’s cure notice, without regard to whether the contract counterparty objected to the cure notice.

	For all executory contracts and real property leases not assumed and assigned or rejected as of the Closing, Purchaser will have the right to designate such contracts or leases for (i) assumption and assignment to Purchaser, or (ii) rejection, pursuant to section 365 of the Bankruptcy Code during the period from the Closing through the earliest of (x) the date on which the Bankruptcy Court enters an order confirming a plan concerning the Debtor, and (y) the date that is 90 days after the Closing Date.
Terms of the Stalking Horse APA	The Stalking Horse APA will include representations, warranties, covenants, and Closing conditions, including with respect to the conduct of the business pending closing and the transition of certain employees and benefits, that are customary for purchase agreements in chapter 11 related to the Seller's line of business, and mutual releases.
IMPLEMENTATION OF TRANSACTIONS	
Bankruptcy Documents	The Debtor and PM08-B shall cooperate in good faith to draft and finalize the Definitive Documentation in connection with the Transactions, including but not limited to: (i) the Prepetition Note Documents; (ii) the DIP Documents; (iii) the Sale Documents; and (iv) customary first and second day motions and orders. Each of the foregoing shall be in form and substance acceptable to PM08-B and solely in accordance with the DIP Budget, unless otherwise set forth herein.
Consent Rights	The Debtor agrees to provide draft copies of all Definitive Documents, material motions, including all "first and second day motions," or applications, and all other material documents, pleadings and declarations that the Debtor intends to file with the Bankruptcy Court (but excluding monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto) to the DIP Lender's counsel as soon as reasonably practicable, but in no event later than one (1) day before the date of filing of any such pleading or other document; each such document shall be consistent with this Agreement, be in form and substance acceptable to DIP Lender, and subject in all respects to the DIP Budget. The Debtor shall not, directly or indirectly, modify, amend, waive or supplement, or file a pleading seeking authority to modify, waive or supplement any Definitive Document or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereto) (except with the prior written consent of the DIP Lender).
Milestones	The parties agree to comply with the following milestones (" <u>Milestones</u> ").

	• Omega and PM08-B shall have entered into a Prepetition Secured Promissory Note, including the Agreed Prepetition Note Budget, by no later than February 3, 2025; • Omega and PM08-B shall have entered into the DIP Loan, including an agreed form of DIP Budget, by no later than February 10, 2025, at 11:59 a.m. (ET); • Omega shall have filed for bankruptcy protection in the Bankruptcy Court by February 10, 2025, at 11:59 a.m. (ET) (the “<u>Petition Date</u>”); • No later than the Petition Date, the DIP Lender shall have approved, based on then current information, the DIP Budget; • No later than one (1) business day after the Petition Date, the DIP Borrower shall have filed a motion to approve the DIP Loans; • No later than three (3) days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order; • No later than five (5) days after the Petition Date, the DIP Borrower shall have filed the Sale Motion; • No later than thirty (30) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order; • No later than thirty (30) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order; • No later than fifty-five (55) days following the Petition Date shall be the date specified for the auction, if necessary; • No later than sixty (60) days after the Petition Date, the Bankruptcy Court shall have entered a sale order; and • No later than seventy (70) days after the Petition Date, the Closing of the sale of the Purchased Assets shall have occurred.
Fiduciary Duties	Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall require Omega or any director, manager, or officer of Omega (in such person’s capacity as a director, manager, or officer) to take any action, or to refrain from taking any action, to the extent that doing so would be with a violation of its fiduciary obligations under applicable law (as determined by it after consultation with outside legal counsel).
PM08-B’s RSA Termination Events	The occurrence of any of the following shall be an event of default (an “<u>RSA Event of Default</u>”) under this Agreement (unless waived in writing by PM08-B in its sole and absolute discretion), and PM08-B may immediately terminate this Agreement as to itself upon written notice to Omega at any time: • Failure of Omega to adhere to terms, undertakings, representations, warranties, covenants, and conditions set forth in this Agreement; • Omega announces its intention to no longer pursue the Transactions or fails to take steps to consummate these Transactions;

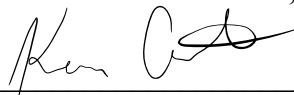
	• An Event of Default (as defined in the Prepetition Note) occurs under the Prepetition Note, there is an Event of Default under the DIP Documents, or there is an Event of Default under the Stalking Horse APA; • Omega has not filed a chapter 11 bankruptcy petition by February 10, 2025, at 11:59 a.m. (ET), which may be extended in PM08-B's sole discretion; • Without the prior written consent of PM08-B, Omega (i) commences a voluntary case under the Bankruptcy Code; (ii) consents to the appointment of, or taking possession by, a receiver, liquidator, assignee, custodian, trustee or sequestrator (or similar official) of Omega or the property or assets of Omega; (iii) makes any general assignment for the benefit of its creditors; or (iv) enters into an alternative transaction; or • The issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment or order that would reasonably be expected to restrain, enjoin or prevent the consummation of a material portion any Transaction contemplated herein. • This Agreement is terminated by the other Party hereto.
Omega's RSA Termination Events	The occurrence of any of the following shall be an RSA Event of Default under this Agreement (unless waived in writing by Omega), and Omega may immediately terminate this Agreement as to itself upon written notice to PM08-B at any time: • Failure of PM08-B to adhere to or PM08-B's breach of the terms, undertakings, representations, warranties, covenants, and conditions set forth in this Agreement; • PM08-B announces its intention to no longer pursue the Transactions or fails to take steps to consummate these Transactions; • The issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment or order that would reasonably be expected to restrain, enjoin or prevent the consummation of a material portion of any Transaction contemplated herein; or • Omega determines (i) that continuing to pursue any of the Transactions in the manner contemplated by this Agreement would be inconsistent with the exercise of its fiduciary duties or applicable law or (ii) in the exercise of its fiduciary duties, to pursue an alternative transaction. • This Agreement is terminated by the other Party hereto.

Automatic Termination	This Agreement shall terminate automatically without any further required action or notice immediately upon the earlier to occur of (i) indefeasible payment in full in cash of the DIP Obligations, or (ii) Omega's plan effective date (solely to the extent that the DIP Obligations have been paid in full in cash on or before that date).
RSA Remedies	An RSA Event of Default under this Agreement entitles Omega or PM08-B, respectively, to any remedies based on such default under any Definitive Document or applicable law, including the right to terminate any of Omega's or PM08-B's obligations, respectively, under this Agreement.

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Signature Page

OMEGA THERAPEUTICS, INC.

By: _____

Name: Kaan Certel, Ph.D.

Title: President & Chief Executive
Officer

Signature Page

OMEGA THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

**PIONEERING MEDICINES 08-B,
INC.**

By:  _____
9F23D2488F0E431....

Name: Paul Biondi

Title: President

Exhibit A

Prepetition Note

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS (I) PURSUANT TO REGISTRATION UNDER THE ACT OR (II) IN COMPLIANCE WITH AN EXEMPTION THEREFROM.

SECURED PROMISSORY NOTE

“Maximum Principal Amount”: \$1,475,178.00

“Issue Date”: February 3, 2025

For value received, Omega Therapeutics, Inc., a Delaware corporation (the “Company”), promises to pay to Pioneering Medicines 08-B, Inc., or its assigns (“Holder”), the principal amount of each loan made to the Company by the Holder up to the Maximum Principal Amount, plus accrued and unpaid interest on the unpaid principal at the rate set forth in the following paragraph and all fees, costs, expenses, other amounts and other Secured Obligations owed hereunder in accordance with Section 1 hereof.

Interest on the Loans shall accrue from the Issue Date of this Secured Promissory Note (this “Note”) on the unpaid principal amount at a rate equal to ten percent (10.00%) per annum or, if an Event of Default has occurred and is continuing fifteen percent (15.00%) per annum, in each case, computed on the basis of a 365 day year, and shall be payable on the Maturity Date (as defined below) or such earlier date in accordance with Section 3. For the avoidance of doubt, interest shall continue to accrue from and after the Maturity Date until the Note Balance is paid in full (including interest which, but for the filing of a petition in bankruptcy with respect to the Company, would have accrued on the Note Balance, whether or not a claim is allowed against the Company for such interest in the related bankruptcy proceeding). Any accrued interest which for any reason has not theretofore been paid shall be due and payable in full in-kind on, at each time of each of the following: (I) the last Business Day of each month, (II) every day after any default or Event of Default has occurred or exists, (III) any acceleration of any portion of the Loan or any other amount related thereto, (IV) any bankruptcy or insolvency of the Company, (V) any other time any amount under this Note is required to be paid pursuant to Section 9(a) and/or (VI) the Maturity Date (each of the foregoing in clauses (I) through (VI), an “Interest Payment Date”), by being capitalized and added to the principal amount of this Note on each Interest Payment Date (the “PIK Interest”). All accrued PIK Interest shall be considered principal of this Note for all purposes, including for purposes of the calculation of interest.

This Note is subject to the following terms and conditions, and the parties hereby agree as follows:

1. **Loan Closings; Maturity.** At any time from and after the Issue Date until the Maturity Date, on one or more occasions, the Company may request advances under this Note (any such advance under this Note, a “Loan” and collectively, the “Loans”) by sending the Holder a written request specifying (i) the principal amount of the requested Loan, (ii) the date of funding of the requested Loan which shall be no less than two (2) Business Days following the date of such request and (iii) disbursement instructions for the requested Loan; *provided that*, (i) after giving effect to any such requested Loan, the aggregate outstanding principal amount of all Loans issued hereunder shall at no time exceed the Maximum Principal Amount and (ii) both prior to and after giving effect to any such requested Loan, no Default or Event of Default shall have occurred and be continuing. The amounts and dates of the funding of each loan shall be set forth on Schedule A and the Holder is hereby authorized to update Schedule A from time to time on the making of any such loan, which updated Schedule A shall be provided to the Company. Unless this Note is prepaid in accordance with Section 2, the outstanding principal amount (including, for the avoidance of doubt, all PIK Interest) and any accrued and unpaid interest under this Note (such outstanding amount as of any date of determination, the “Note Balance”) shall be due and payable on the earliest of (a) May 2, 2024, (b) such other date that any of the Note Balance or any other amounts under this Note becomes due or payable pursuant to Section 9 or otherwise and (c) the date that a Liquidation Event occurs (subject to the Holder’s election set forth in Section 2(e)) (such earliest date, the “Maturity Date”).”

2. **Mandatory Prepayment; Liquidation Event.**

(a) If the Company or any of its subsidiaries issues or sells Equity Securities prior to the Maturity Date and prior to repayment of the Note Balance, then, at the election of Holder, the Note Balance shall become due and payable upon the effectiveness of such issuance or sale; provided, that the issuance of any Equity Securities pursuant to any option, warrant or similar security that has been issued or granted prior to the date hereof and as in effect on the Issue Date shall not cause an acceleration of, or require a prepayment of, the Note Balance.

(b) If a Liquidation Event is consummated prior to the Maturity Date, then the Note Balance shall become due and payable upon the effectiveness of the Liquidation Event.

3. **Payment; Prepayment.** All payments shall be made in lawful money of the United States of America at the principal office of Holder, or at such other place as Holder may from time to time designate in writing to the Company. Payment shall be credited *first* to fees, costs and expenses (including, without limitation, any attorney's fees) incurred by the Holder in connection herewith, or otherwise owed hereunder, until paid in full in cash, *second* to the payment of all other outstanding amounts under the Note Balance (other than interest accrued and principal outstanding, hereunder) until paid in full in cash, *third* to accrued and unpaid interest until all such interest is paid in full in cash and *fourth* to the repayment of principal (including, for the avoidance of doubt, any PIK Interest). Other than as set forth in Section 2, prepayment of principal (including, for the avoidance of doubt, all PIK Interest), together with accrued and unpaid interest, may not be made prior to the Maturity Date without prior written consent from Holder.

4. **Security.**

(a) As security for the prompt, complete and payment when due of all the Secured Obligations, the Company grants to Holder a security interest in all of the Company's right, title, and interest in the following personal property of the Company, whether now owned or hereafter acquired (collectively, the "Collateral"): (i) Accounts; (ii) Equipment; (iii) Fixtures; (iv) General Intangibles (including intellectual property); (v) all other Goods; (vi) Investment Property; (vii) Deposit Accounts; (viii) Cash Proceeds; (ix) Goods; (x) all Chattel Paper, (xi) all Money, (xii) all Instruments, (xiii) all Investment Property, (xiv) all Letter of Credit Rights and all Supporting Obligations, (xv) all Records, (xvi) all Commercial Tort Claims, (xvii) all IP Licenses, (xviii) all other tangible and intangible personal property of the Company, whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, the Company, and wherever located, and, without duplication, any of the Company's property in the possession or under the control of Holder; (xix) all proceeds of each of the foregoing; and (xx) all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing. Capitalized terms used in this Section 4, but not defined in the Note, have the meanings given to them in the UCC. Notwithstanding anything set forth herein to the contrary, Collateral shall not include any of the following: all actions, causes of actions or claims of the Company arising under any legal theory against any current or former officers and directors or shareholders of the Company, in each case, in existence as of the Issue Date (collectively, the "Shareholder Derivative Claims"). For the avoidance of doubt, the Company has not and shall not be deemed to have granted a security interest in any Shareholder Derivative Claim.

(b) To the fullest extent permitted by Applicable Law, the Company authorizes Holder to file any financing statements authorized hereunder without the signature of the Company and such financing statements may describe the Collateral as "all assets". The Company also authorizes the Holder to file a duplicate original of this Note with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The Company further authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Note or any short form intellectual property security agreement in form and substance acceptable to Holder in respect of registered intellectual property of the Company upon request by the Holder.

(ii) Subject to the limitations contained herein, the Company agrees that from time to time, at the reasonable expense of the Company, the Company will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that the Holder may reasonably request in writing, in order to perfect and protect any security interest (including the priority thereof) granted or purported to be granted hereby in the Collateral or to enable the Holder to exercise and enforce its rights and remedies hereunder with respect to any Collateral. The Company hereby irrevocably appoints the Holder as the Company's attorney-in-fact, which appointment shall automatically terminate upon the payment in full in cash of the Note Balance and all other obligations under this Note and the termination of this Note, with full authority in the place and stead of the Company and in the name of the Company, the Holder or otherwise, from time to time in the Holder's discretion, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Holder may deem necessary or advisable to accomplish the purposes of this Section 4.

5. **Closing Deliveries.** Simultaneously with the execution of this Note, the Company shall deliver:

- (a) a duly executed counterpart of this Note by the Company to the Holder;
- (b) (i) UCC financing statements naming the Company as "debtor", the Holder as "Secured party thereunder" and describing the Collateral in proper form of filing with the applicable governmental authority, and (ii) all other documents and instruments reasonably requested by Holder to evidence the security interests granted hereunder, in each case, in form and substance satisfactory to Holder;
- (c) a duly executed certificate of the secretary of the Company attaching (i) a copy of each organizational document of the Company certified as of a recent date by the appropriate governmental official, (ii) resolutions or consents of the Board of Directors of the Company in form and substance reasonably acceptable to the Holder authorizing the Company to enter into and perform its obligations under this Note (including, without limitation, the incurrence of Loans and grant of security interest in the Collateral) certified as of the date hereof as being in full force and effect without modification or amendment and (iii) a good standing certificate from the Secretary of State of the State of Delaware dated a recent date prior to the date hereof;
- (d) evidence satisfactory to the Holder that there exists no Lien upon the Collateral, other than Permitted Liens;
- (e) a copy of the Budget described in Section 7(a)(ii) below;
- (f) a duly executed restructuring support agreement by the Company in favor of the Holder in form and substance acceptable to the Holder (the "RSA"); and
- (g) The Holder shall have received all documents and other items (including, for the avoidance of doubt, all documents and information about the Company required by regulatory authorities under applicable "know your customer" and anti-money laundering and anti-terrorism rules and regulations, including, without limitation, the USA Patriot Act and the Beneficial Ownership Regulation) in form and substance satisfactory to the Holder that the Holder may reasonably require or request.

6. **Representations and Warranties.** The Company, on behalf of itself and each of its subsidiaries, hereby represents and warrants to Holder as of (1) the Issue Date, (2) on each date that any advance of Loans hereunder is requested and made, and (3) the date this Note is amended, restated, supplemented, waived or otherwise modified, the representations and warranties set forth on Schedule C to this Note are true and complete as of the date hereof except as otherwise indicated.

7. **Covenants.** The Company agrees as follows:

(a) **Financial Reports.** The Company shall furnish to Holder the financial statements and reports listed hereinafter (the “Financial Statements”):

(i) as soon as practicable (and in any event within five (5) Business Days after the 15th and last day of each calendar month), commencing with the first full calendar week following the Issue Date, a rolling 13-week cash flow forecast of the Company and its subsidiaries, in form and substance reasonably satisfactory to the Lender;

(ii) as soon as practicable (and in any event within five (5) Business Days after the 15th and last day of each calendar month), financial cash flow projections (on a weekly basis), in each case of the foregoing, for the 13-week period ending with each such calendar month, in each case, in form and substance acceptable to the Holder and, in each case, approved by the Holder in writing (collectively, the “Budget”);

(iii) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company and its subsidiaries as Holder may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Section 7(a) to provide information (A) that the Company reasonably determines in good faith to be a trade secret, know-how or confidential information (unless covered by an enforceable confidentiality agreement, in a form acceptable to the Company); or (B) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(b) **Existence and Qualification.** The Company shall maintain its existence and remain qualified to do its business as currently conducted, except where the failure to maintain such qualification would not reasonably be expected to have a Material Adverse Effect.

(c) **Compliance with Laws.** The Company shall comply, or take all commercially reasonable steps to comply, in all material respects with all laws, rules and regulations of any governmental authority applicable to the Company (“Applicable Law”).

(d) **Authorizations.** The Company shall obtain and keep in full force and effect all or any Permits reasonably required in connection with the conduct of its business, except where failure to do so would not reasonably be expected to have a Material Adverse Effect.

(e) **Events of Default.** The Company shall promptly, but in any event within seventy-two (72) hours, notify Holder of the occurrence of (i) any Event of Default (as defined below) or any event or condition that, after notice, lapse of applicable grace periods, or both, would constitute an Event of Default, and (ii) any claims, litigation, arbitration, mediation or administrative or regulatory proceedings, in each case, in writing, that are instituted or threatened against the Company promptly upon discovery that could reasonably be expected to cause a Material Adverse Effect.

(f) **Use of Proceeds.** The proceeds of the Loans shall be used by the Company in accordance with the Budget most recently delivered (and accepted by) the Holder pursuant to Section 7(a)(ii).

(g) **Lender Calls.** The Company shall cause one or more responsible officers of the Company, the restructuring director for the Company and the financial advisor to the Company to participate in one conference call per week with the Holder at a date and time mutually agreed to by the Company and the Holder and the Company hereby acknowledge and agree that the Holder shall be entitled to communicate directly with the restructuring director for the Company and the financial advisor to the Company without the consent of, or notice to, the Company.

(h) **Post-Closing Covenant.** The Company shall, (i) use best efforts to deliver to the Holder no later than February 7, 2025 (or such later date as the Holder may agree in its reasonable discretion) an account

control agreement, account pledge, charge over accounts or similar agreement in respect of each deposit account, securities account, commodities account, or other similar account, of the Company in form and substance reasonably acceptable to the Holder and duly executed by the Company and the financial institution with which such Account is located and (ii) no later than February 7, 2025 (or such later date as the Holder may agree in its reasonable discretion) deliver to Holder intellectual property security agreements in form for registration with the United States Trademark and Copyright Office or the United States Patent Office, as applicable.

(i) **Lease Payments.** The Company shall apply all amounts received by the Company from all of the Company's sub-lease and similar arrangements to pay its lease obligations as and when such obligations become due and for no other purpose.

(j) **Cash Management.** (i) At all times after February 5, 2025 and prior to the transfer of accounts in accordance with clause (ii) below, use best efforts to ensure that each payroll account of the Company has a zero balance other than on each day that payroll is required to be paid and on such date, cause such account to contain a balance not in excess of the payroll obligations that the Company is required to pay on such date and (ii) use best efforts to ensure that all cash balances of the Company and its subsidiaries are maintained in deposit accounts with JPMorgan Chase Bank, N.A. or another depository approved by the Holder in writing and, in each case, subject to an account control agreement in favor of the Holder that is in form and substance reasonably acceptable to the Holder, in each case, no later than February 7, 2025. For purposes of this Section 7(j), Banc of California and its affiliates shall in no event be deemed to be an approved depository.

(k) **Consent and Notice Required.**

(i) The Company shall not, either directly or indirectly by amendment, merger, consolidation, recapitalization, reclassification, or otherwise, and shall cause its subsidiaries (if any) not to, do any of the following without the prior written consent of the Holder (in addition to any other action or inaction requiring Holder's consent as set forth in this Note):

(1) liquidate, dissolve or wind-up the business and affairs of the Company, effect any merger or consolidation or any other Liquidation Event, or consent to any of the foregoing;

(2) change its company name, legal form, jurisdiction of formation or location of chief executive office address;

(3) amend, restate, replace or modify, supplement or waive any provision of its organizational documents (including by side letter) and any other organizational document applicable to the Company ;

(4) create, or authorize the creation of, or issue or obligate itself to issue shares of, or reclassify, any equity securities or any rights, options, or warrants to purchase such equity securities, securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities;

(5) purchase or redeem or pay or declare any dividend or make any distribution on, any equity securities other than repurchases of equity securities from former employees, officers, directors, consultants or other Persons who performed services for the Company in connection with the cessation of such employment or service at no greater than the original purchase price thereof;

(6) create, adopt, amend, terminate or repeal any equity (or equity-linked) compensation plan or amend or waive any of the terms of any option or other grant pursuant to any such plan;

(7) create, or hold equity securities in, any subsidiary that is not wholly owned (either directly or through one (1) or more other subsidiaries) by the Company, or permit any subsidiary to create, or authorize the creation of, or issue or obligate itself to issue, any equity securities, or sell, transfer or otherwise dispose of any equity securities of any direct or indirect subsidiary of the Company, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

(8) create, or authorize the creation of, or issue, or authorize the issuance of any debt security or create any Lien (except for Permitted Liens);

(9) create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on the Company an obligation to prepay any Indebtedness;

(10) (A) sell, license or otherwise transfer any Collateral outside the ordinary course of business, or (B) relocate any item of the Collateral (other than relocations of the Collateral as necessary to support or perform the Company's projects in the ordinary course of business) unless such relocation is within the continental United States and twenty (20) days' prior written notice of such relocation is provided to Holder;

(11) (i) purchase or acquire any equity securities, or any obligations or other securities of, or any interest in, any Person, including, without limitation, the establishment or creation of a subsidiary, or (ii) make any acquisition of any of the assets, property or equity securities of another Person, or of any business or division of any Person, including by way of merger, consolidation, other combination or otherwise, or (iii) make any loan or advance to any Person, including, without limitation, any employee or director of the Company or any subsidiary (the items described in clauses (i), (ii) and (iii) above are referred to as "Investments"), except, in each case, for (x) Investments in cash and cash equivalents, and (y) Investments acquired in connection with the settlement of delinquent accounts receivable in the ordinary course of business;

(12) [reserved];

(13) change the principal business of the Company, enter new lines of business, or exit the current line of business;

(14) except with respect to the Letter Agreement between the Company and Triple P RTS, LLC and Triple P Securities, LLC as in effect on the date hereof, enter into any agreement involving the payment, contribution, or assignment by the Company or to the Company of money or assets greater than five hundred thousand dollars (\$500,000);

(15) (i) merge with, consolidate with or into, dissolve or liquidate into or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets, property or equity securities (in each case, whether now owned or hereafter acquired) to or in favor of any Person, or (ii) split or divide into two or more Persons;

(16) engage in any line of business different from those lines of business carried on by the Company on the date hereof;

(17) amend, restate, supplement or otherwise modify any of the Company's organizational documents in any respect adverse to the Holder (including, without limitation, any change to the board of directors, managers or any equivalent governing body of the Company);

(18) enter into or permit to exist any material transaction with any Affiliate of the Company, except for transactions that are in the ordinary course of the Company's business, upon fair and reasonable terms that are no less favorable to the Company than would be obtained in an arm's length transaction with a non-affiliated Person;

(19) use any of the Loans or other extensions of credit that are part of the Note Obligations for any purpose other than as contemplated by Section 6(h);

(20) enter into or suffer to exist any agreement, instrument, deed or lease that prohibits, restricts or imposes any condition upon (i) the ability of the Company to create, incur or permit to exist any Lien in favor of the Holder upon any of the Collateral or (ii) the ability of the Company or any of its subsidiaries to conduct its business in any geographical location in which such Person transacts its business as of the date hereof; and

(21) permit to occur any variance (as determined by Holder in its reasonable discretion) of more than ten percent (10%) of cash operating disbursements on a cumulative basis from the Budget for any applicable period or (ii) amend, supplement or modify any Budget delivered to the Holder;

(ii) The Company shall provide Holder with prior written notice and a reasonable period of time to consult with the Holder with respect to (i) any settlement of any pending or threatened claim, action, suit, proceeding, arbitration, complaint, charge or investigation other than the Shareholder Derivative Claims and (ii) hiring, terminating or changing the compensation of any director, executive officer or other employee that is considered essential for the operation of the Company's business as conducted on the Issue Date.

(iii) The Company shall provide Holder with written notice promptly after it is aware that any of the following events shall occur:

(1) any portion of the Company's assets are attached or seized, or a levy is filed against any such assets, or a judgment or judgments is/are entered for the payment of money, individually or in the aggregate, of at least \$10,000;

(2) the Company becomes aware of any claim, action, suit, proceeding, arbitration, complaint, charge or investigation threatened or pending, or is enjoined or in any way prevented by court or governmental order from conducting any part of its business as currently conducted or contemplated to be conducted;

(3) the occurrence of any default under or material breach of any agreement or obligation of the Company (x) involving any Indebtedness in excess of \$10,000, or (y) that could reasonably be expected to have a Material Adverse Effect;

(4) any breach, default, or dispute arising out of the RSA; or

(5) the ceasing of operations of its business as normally conducted or the termination of substantially all of the Company's employees.

For purposes of the covenants set forth in Sections 7(b), (c), (d), (i), (j) and (k), the term the "Company" shall include any subsidiaries of the Company, unless otherwise noted.

8. **Events of Default.** The following events shall be considered events of default (each individually an "Event of Default"):

(a) **Payments.** The Company fails to pay any amount due under this Note on the due date (whether on the Maturity Date or otherwise);

(b) **Insolvency.** The Company makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or under any similar insolvency law, or any involuntary petition in bankruptcy or under any similar insolvency law is filed against the Company and such involuntary petition is not dismissed or stayed within forty-five (45) days after the filing thereof;

(c) **Breach of Covenant.** The Company or any of its subsidiaries breaches any covenant applicable to the Company or any such subsidiary under this Note;

(d) **Breach of Organizational Documents and Material Contracts.** The Company or any of its subsidiaries breaches (A) any of its organizational documents or (B) any contract or agreement applicable to the Company's or any of its affiliate's business or its operations by any party thereto or any other Person, involving damages, obligations or liabilities in an aggregate amount that exceeds \$50,000;

(e) **Representations.** Any representation or warranties of the Company set forth in this Note ceases to be true and correct in all material respects (without duplication of any materiality qualifiers contained therein);

(f) **Change of Control.** Any Change of Control occurs;

(g) **Material Adverse Effect.** Any event circumstance or other condition that occurs, or has occurred on or after January 12, 2025 that could reasonably be expected to result in a Material Adverse Effect, as determined by the Holder in its sole discretion, occurs;

(h) **Enforceability of Obligations.** (A) This Note (1) ceases to be in full force and effect or (2) is declared to be null and void by a court of competent jurisdiction, (B) this Note shall cease to create a valid security interest and Lien in any of the Collateral, (C) the Holders fails to have a first priority, perfected Lien in any of the Collateral, or (D) the Company or any of its affiliates claims or argues for (or in favor of) any of the foregoing in this clause (h);

(i) **Default under other Material Indebtedness, the RSA or the Collaboration Agreement.** An Event of Default (or similar event, including, without limitation, any event that results in an early termination right or right to cease providing the material benefits thereunder to the Company) under and as defined in (x) any Indebtedness of the Company with an aggregate principal amount in excess of \$50,000, the effect of which is to cause the Indebtedness thereunder to become due prior to its scheduled maturity, or enable or permit the holder or holders of such Indebtedness or any trustee or agent on its or their behalf (with or without the giving of notice, the lapse of time or both after giving effect to any applicable grace period) to cause such Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity, (y) the RSA or (z) the Collaboration Agreement, occurs; or

(j) **Judgments.** (A) one or more judgments, orders or decrees or settlements is rendered against the Company or any of its subsidiaries in an aggregate amount that exceeds \$50,000 (after taking into account any insurance coverage applicable thereto (to the extent the relevant insurer has been notified of such claim and has not denied or contested coverage therefor)) or (B) one or more non-monetary judgments, orders or decrees or settlements is rendered against the Company or any of its subsidiaries that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, and in either case (1) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order or decree or (2) such judgment, order or decree shall not have been vacated or discharged within ten (10) days of the entry thereof or there shall not be in effect (by reason of a pending appeal or otherwise) any stay of enforcement thereof;

Upon the occurrence and during the continuation of an Event of Default, at the election of Holder or automatically in the case of an Event of Default under Section 8(b), the interest rate payable hereunder shall be increased to fifteen percent 15.00% per annum.

9. **Remedies.**

(a) **General.** If an Event of Default occurs, Holder may exercise the following remedies: (i) accelerate and demand payment of all or any part of the Secured Obligations and declare them to be immediately due and payable (provided, that upon the occurrence of an Event of Default of the type described in Section 8(b) or Section 8(i) hereof, any and all of the Secured Obligations shall automatically be accelerated and made due and payable, in each case without any further notice or act), (ii) sign and file in the Company's name any and all Collateral assignments, notices, control agreements, security agreements and other documents it deems necessary or appropriate to perfect or protect the repayment of the Secured Obligations, and in furtherance thereof, or (iii) exercise any other rights or remedies available to it under this Note or under Applicable Law.

(b) **Collection; Foreclosure.** If any Event of Default shall have occurred and be continuing, the Holder may, with any notices required to be delivered to the Borrower in accordance with this Note, exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral), and also may (i) require the Company to, and the Company hereby agrees that it will at its expense and upon reasonable request of the Holder forthwith, assemble all or part of the Collateral as directed by the Holder and make it available to the Holder at a place to be designated by the Holder that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof (with respect to leased property, in each case, solely to the extent lawfully permitted) with or without judicial process; *provided* that the Holder shall use commercially reasonable efforts to provide the Company with notice thereof prior to or promptly after such entry, (iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Holder deems appropriate; *provided* that the Holder shall use commercially reasonable efforts to provide the Company with notice thereof prior to or promptly after such preparation, (iv) take possession of the Company's premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of the Company's equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (iii) and collecting any Secured Obligation; *provided* that the Holder shall use commercially reasonable efforts to provide the Company with notice thereof prior to or promptly after such possession or occupation and, to the extent any such premises is a leased property, such possession or occupation shall only be permitted to the extent lawfully permitted, (v) without further notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Holder's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Holder may deem commercially reasonable, (vi) exercise any and all rights of the Company contained in any contract, lease, or other agreement as fully as the Company itself could, (vii) notify any or all depository institutions with which any deposit accounts are maintained and deposit accounts are subject to control in favor of the Holder to remit and transfer all monies, securities and other property on deposit in such deposit accounts or deposited or received for deposit thereafter to the Holder, for deposit in a Collateral Account or such other accounts as may be designated by the Holder, for application to the Secured Obligations as provided herein, (viii) transfer to or register in its name or the name of any of its Holders or nominees all or any part of the Collateral, without notice to the Company, and with or without disclosing that such Collateral is subject to the security interest created hereunder, (ix) notify any or all account debtors or obligors under any Accounts, contracts or other Collateral of the security interest in favor of the Holder created hereby and to direct all such Persons to make payments of all amounts due thereon or thereunder directly to the Holder or to an account designated by the Holder, and (x) take possession of, receive, endorse, assign and deliver, in its own name or in the name of the Company, all checks, notes, drafts and other Instruments relating to any Collateral, including receiving, opening and properly disposing of all mail addressed to the Company concerning Accounts and other Collateral; verify with account debtors or other contract parties the validity, amount

or any other matter relating to any Accounts or other Collateral, in its own name or in the name of the Company; accelerate any Indebtedness or other obligation constituting Collateral that may be accelerated in accordance with its terms; take or bring all actions and suits deemed necessary or appropriate to effect collections and to enforce payment of any Accounts or other Collateral; settle, compromise or release in whole or in part any amounts owing on Accounts or other Collateral; and extend the time of payment of any and all Accounts or other amounts owing under any Collateral and to make allowances and adjustments with respect thereto, all in the same manner and to the same extent as the Company might have done. The Holder may be the purchaser of any or all of the Collateral at any such sale and the Holder shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the Holder at such sale in accordance with this Note. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Company agrees, to the extent permitted by applicable law, that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Company of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Holder shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Holder may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Company hereby waives, to the extent permitted by applicable law, any claims against the Holder arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Holder accepts the first offer received and does not offer such Collateral to more than one offeree.

(c) **No Waiver.** Holder shall be under no obligation to marshal any of the Collateral for the benefit of the Company or any other Person, and the Company expressly waives all rights, if any, to require Holder to marshal any Collateral.

(d) **Cumulative Remedies.** The rights, powers and remedies of Holder hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of Holder.

10. **Transfer; Successors and Assigns.** Except as otherwise provided herein, the terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer and any other assignment or transfer shall be absolutely void *ab initio*. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal. Nothing in this Note is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

11. **Definitions.** Capitalized terms used herein and not defined in the body of this Note shall have the meanings ascribed to them in Schedule B hereto.

12. **Notices.** All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) when sent by e-mail or facsimile with written verification of receipt (which may be

by e-mail or facsimile) or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such address as subsequently modified by written notice given in accordance with this Section 5.9. If notice is given to the Company, a copy (which shall not be deemed to constitute notice) shall also be sent to Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899-1347 Attention: Tarik Haskins and Eric Schwartz, E-mail: thaskins@morrisnichols.com and eschwartz@morrisnichols.com, and if notice is to be given to the Holder, a copy shall also be given to each of Stuart M. Cable and Kizzy L. Jarashow at Goodwin Proctor LLP, 100 Northern Avenue, Boston, MA 02210, scable@goodwinlaw.com; kjarashow@goodwinlaw.com.

13. **Finder's Fee.** Each party represents that it neither is, nor will be obligated for any finder's fee or commission in connection with this transaction.

14. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws principles. The Company and Holder submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this Agreement. THE COMPANY AND HOLDER WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

15. **Counterparts.** This Note may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including portable document format (PDF) or any electronic signature complying with the United States Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

16. **Amendments, Waivers, and Notice.** This Note and the Schedules and Exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Terms of this Note may be amended or waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and Holder.

17. **Usury Savings Clause.** This Note is expressly limited so that in no event, including the imposition of the default interest rate upon the occurrence and during the continuation of an Event of Default or the acceleration of the maturity of the Note obligations, shall the amount accrued, paid or agreed to be paid in respect of interest (or premium, fees or other amounts deemed payment for the use of funds) on the principal amount of this Note exceed the maximum permissible amount under Applicable Law, as in effect on the date hereof and as subsequently amended or modified to allow a greater amount of interest (or premium, fees or other amounts deemed payment for the use of funds) to be paid under the Note. If for any reason the amount in respect of interest (or premium, fees or other amounts deemed payment for the use of funds) required by this Note exceeds such maximum permissible amount, the obligation to pay interest (or premium, fees or other amounts deemed payment for the use of funds) under this Note shall be automatically reduced to such maximum permissible amount and any amounts in respect of interest (or premium, fees or other amounts deemed payment for the use of funds) previously paid to Holder in excess of such maximum permissible amount shall be automatically applied to reduce the principal amount outstanding under this Note, or if all principal and interest have been paid, refunded to the Company by Holder.

18. **Loss of Note.** Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and indemnity reasonably satisfactory to

the Company (in case of loss, theft or destruction) or surrender and cancellation of such Note (in the case of mutilation), the Company will promptly make and deliver in lieu of such Note a new Note of like tenor and on the same terms and conditions as this Note.

19. **Titles and Subtitles.** The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

20. **Severability.** If any provision of this Note is held to be unenforceable under Applicable Law, such provision shall be excluded from this Note and the balance of this Note shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

21. **Fee and Expenses.** The Company shall bear its expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein and upon demand by the Holder that the Company pay the Holder's fees, costs and expenses (including, without limitation, any attorneys' fees, costs and expenses) associated with, or related to, (a) the collection of any amounts under this Note, (b) the enforcement of the Holder's rights or remedies under this Note or available under law, in equity or otherwise, or (c) any workout, restructuring or negotiations in respect of this Note, and in each case of the foregoing, all such fees, costs and expenses (and attorneys' fees, costs and expenses) shall become and be deemed to be part of the Note Balance, in each case of the foregoing in this Section 21, whether or not any such transactions contemplated hereby or thereby shall be consummated.

22. **Survival.** All agreements, covenants, representations and warranties contained in this Note or in any document delivered pursuant hereto or thereto shall be for the benefit of the parties hereto and shall survive the execution and delivery of this Note and the expiration or other termination of this Note.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Note as of the Issue Date.

COMPANY:

OMEGA THERAPEUTICS, INC.

By: 

Name: Kaan Certel, Ph.D.

Title: President & Chief Executive Officer

Address for notice:

Omega Therapeutics, Inc.

Attn: Kaan Certel; Barbara Chan

Attn: Finance Department

140 First Street

Suite 501

Cambridge, MA 02141

Email: kcertel@omegatx.com; bchan@omegatx.com

HOLDER:

PIONEERING MEDICINES 08-B, INC.

DocuSigned by:
By: 
Name: Paul Biondi
Title: President

Address for notice:

Pioneering Medicines 08-B, Inc.
c/o FLAGSHIP PIONEERING
55 Cambridge Parkway, 8th Floor
Cambridge, MA 02142
Attn: Charles Carelli
Email: legalnotices@flagshippioneering.com

SCHEDULE A

Loans

Date	Amount
February 3, 2025	\$1,475,178.00

SCHEDULE B

Definitions

Wherever used in this Note, including the Schedules or Exhibits attached hereto, unless the context otherwise requires, the following terms have the following meanings:

“Applicable Law” has the meaning assigned thereto in Section 7(c).

“Cash” means all cash and liquid funds.

“Collaboration Agreement” means that certain Research Collaboration Agreement dated as of December 31, 2023, by and among, *inter alios*, the Company and Novo Nordisk A/S.

“Company Intellectual Property” means all Intellectual Property of the Company, whether now owned or hereafter created or acquired by or assigned to (or purported to be now owned or hereafter created or acquired by or assigned to) the Company.

“Contingent Obligation” means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness for borrowed money, lease, dividend, letter of credit or other obligation of another, including any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term “Contingent Obligation” shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

“Copyright” means all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country.

“Environmental Laws” means any law, regulation, or other applicable requirement relating to (a) releases or threatened release of Hazardous Substance; (b) pollution or protection of employee health or safety, public health or the environment; or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of Hazardous Substances.

“Equity Securities” means the Company’s equity interests or any securities conferring the right to purchase the Company’s equity interests or securities convertible into, or exchangeable for (with or without additional consideration), the Company’s equity interests, except any security granted, issued and/or sold by the Company (i) to any director, officer, employee or consultant of the Company or any of its subsidiaries in such capacity for the primary purpose of soliciting or retaining their services; or (ii) to effect a split or subdivision of the Company’s outstanding equity interests.

“Hazardous Substance” means any pollutant, contaminant or toxic or hazardous material, substance or waste or petroleum or any fraction thereof.

“Indebtedness” means indebtedness of any kind, including (a) all indebtedness for borrowed money or the deferred purchase price of property or services (excluding trade credit entered into in the ordinary course of business), including reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) each capital lease obligation and (d) all Contingent Obligations.

“Intellectual Property” means all Copyrights; Trademarks; Patents; trade secrets and inventions; mask works; licenses in, to and under any of the foregoing; applications therefor and reissues, extensions, or renewals thereof; and all goodwill associated with any of the foregoing, together with the rights to sue for past, present and future infringement of Intellectual Property and the goodwill associated therewith.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, and, in each case, all rights to obtain any other IP Ancillary Right throughout the world.

“IP License” means all contractual obligations (and any related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property.

“Liens” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, preference, priority, encumbrance or other security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement), hypothecation, mortgage, easement, encroachment, right of way or other encumbrance on title to property.

“Liquidation Event” means (i) the closing of the sale, transfer or other disposition of all or substantially all of the Company’s assets, (ii) the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of equity securities of the Company immediately prior to such merger or consolidation continue to hold more than 50% of the voting power of the equity securities of the Company or the surviving or acquiring entity), (iii) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a Person or group of affiliated Persons (other than an underwriter of the Company’s securities), of the Company’s securities if, after such closing, such Person or group of affiliated Persons would hold more than 50% of the outstanding voting stock of the Company (or the surviving or acquiring entity), (iv) the exclusive, irrevocable licensing of all or substantially all of the Company Intellectual Property to a third party or (v) a liquidation, dissolution or winding up of the Company.

“Material Adverse Effect” means a material adverse effect on: (a) the assets (including, without limitation, the Program), operations, business, properties, liabilities (actual and contingent), condition (financial or otherwise), or prospects of the Company, (b) the Program (including, without limitation, as a result of Novo Nordisk A/S providing the Company or any other party to the Collaboration Agreement notice of its intent to terminate, or taking any action that would result in the termination of, the Collaboration Agreement), (c) the ability of the Company to perform its obligations (including, without limitation, the obligations in respect of the Note Balance) under this Note, (d) the legality, validity, or enforceability of this Note, (e) the rights and remedies of the Holder under this Note, or (f) the validity, creation, attachment, protection, perfection or priority of any security interest or Lien on any of the Collateral granted under this Note or the value of any such Collateral.

“Patent” means all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country.

“Permits” means each franchise, license, certificate, approval, clearance, authorization, permit or any similar authority, and supplements or amendments thereto reasonably required in connection with the conduct of its business.

“Permitted Indebtedness” means Indebtedness of the Company in favor of Holder arising under this Note.

“Permitted Liens” means: (i) Liens against the Company in favor of Holder arising under this Note; (ii) Liens with respect to any Permitted Indebtedness; (iii) Liens in favor of Thermo Fisher Financial Services, Inc. in certain equipment of the Company; and (iv) unperfected Liens, if any, as in effect on the Issue Date, securing inchoate payment obligations in an amount not to exceed an aggregate of \$300,000 payable upon receipt of at least \$50,000,000 in aggregate gross proceeds from the sale of equity securities of the Company or certain specified upfront payments made to the Company.

“Person” means any individual, partnership, limited liability company, corporation, trust, joint venture, unincorporated organization, other legal entity, government or agency or political subdivision thereof.

“Program” has the meaning set forth in the Collaboration Agreement.

“Secured Obligations” means the Company’s obligations under this Note, including any obligation to pay any amount now owing or later arising.

“Trademark” means all trademarks (registered, common law or otherwise) and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof.

“UCC” means the Uniform Commercial Code as the same is, from time to time, in effect in the State of Delaware; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Holder’s Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of Delaware, then the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction solely with respect to the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

SCHEDULE C

Representations and Warranties

The Company represents and warrants to Holder as follows:

For purposes of these representations and warranties, the term the “Company” shall include any subsidiaries of the Company, unless otherwise noted herein.

(1) **Organization, Good Standing, Company Power and Qualification.** The Company is duly existing under the laws of the state in which it is organized and qualified and licensed to do business in any state in which the conduct of its business or its ownership of property requires that it be so qualified, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

(2) **Collateral.** The Company has rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of Liens, adverse claims, and restrictions on transfer or pledge except for Permitted Liens. All Inventory is in all material respects of good and merchantable quality, free from all material defects, except for Inventory for which adequate reserves have been made. All of the Company Intellectual Property (other than trade secrets) is listed on Schedule D hereto.

(3) **Due Authorization; No Conflict.** The execution, delivery, and performance of the Note are within the Company's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in the Company's organization documents, nor will they constitute an event of default under any material agreement by which the Company is bound. The Company is not in default under any agreement by which it is bound, except to the extent such default would not reasonably be expected to cause a Material Adverse Effect.

(4) **Subsidiaries.** The Company does not own any stock, partnership interest or other equity securities of any Person other than Omega Therapeutics Security Corporation, a Massachusetts corporation. Omega Therapeutics Security Corporation does not own or possess any material assets or property.

(5) **Financial Statements.** All financial statements related to the Company and any of its subsidiaries that are delivered by the Company to the Holder fairly present in all material respects the Company's consolidated and consolidating, if any, financial condition as of the date thereof and the Company's consolidated and consolidating, if any, results of operations for the period then ended.

(6) **Compliance with Laws and Regulations.** The Company has met the minimum funding requirements of the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder (collectively, “ERISA”) with respect to any employee benefit plans subject to ERISA. No event has occurred resulting from the Company's failure to comply with ERISA that is reasonably likely to result in Borrower's incurring any liability that could have a Material Adverse Effect. The Company is not an “investment company” or a company “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940. The Company is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System). The Company has not violated any statutes, laws, ordinances or rules applicable to it, the violation of which would reasonably be expected to have a Material Adverse Effect. The Company has filed or caused to be filed all tax returns required to be filed, and have paid, or have made adequate provision for the payment of, all taxes reflected therein except those being contested in good faith with adequate reserves under GAAP or where the failure to file such returns or pay such taxes would not reasonably be expected to have a Material Adverse Effect.

(7) **Litigation.** Except as disclosed in writing to the Holder, there are no actions or proceedings pending by or against the Company before any court or administrative agency in which a likely adverse decision would reasonably be expected to have a Material Adverse Effect.

(8) **Name; Location of Chief Executive Office.** Except as disclosed to the Holder in writing prior to the Issue Date, the Company has not done business under any name other than that specified on the signature page hereof, and its exact legal name is as set forth in the first paragraph of this Note. The chief executive office of the Company is located at the address set forth on the signature page hereto.

(9) **Government Consents.** The Company has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of the Company's business as currently conducted, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

(10) **Inbound Licenses.** Except as disclosed to the Holder in writing prior to the Issue Date, the Company is not a party to, nor is bound by, any material license or other material agreement important for the conduct of the Company's business that prohibits or otherwise restricts the Company from granting a security interest in the Company's interest in such license or agreement or any other property important for the conduct of the Company's business, other than this Note.

(11) **Full Disclosure.** No representation, warranty or other statement made by the Company in any certificate or written statement furnished to the Holder taken together with all such certificates and written statements furnished to the Holder contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading in light of the circumstances in which they were made, it being recognized by the Holder that the projections and forecasts provided by the Company in good faith and based upon reasonable assumptions are not to be viewed as facts and that actual results during the period or periods covered by any such projections and forecasts may differ from the projected or forecasted results.

(12) **Intellectual Property.** The Company is the sole owner of the Intellectual Property material to the Company's business, except for licenses permitted herein. To the best of the Company's knowledge, each of the material Copyrights, Trademarks and Patents is valid and enforceable, and no material part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made to the Company that any material part of the Intellectual Property violates the rights of any third party except to the extent such claim would not reasonably be expected to cause a Material Adverse Effect.

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SCHEDULE D

Company Intellectual Property

See attached files for a list of the Company's Patents and Trademarks.

The Company does not own any Copyrights.

Omega Therapeutics, Inc. (V0298) Active Trademark Matters List
(as of December 11, 2024)

WGS Ref.	Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Class
V0298.20005 GB01	GENOMSTAT	United Kingdom	Registered	1536424	22-Apr-20	UK00801536424	22-Apr-20	05 Int.
V0298.20014 AU00	MYCHELANGELO	Australia	Registered	2342140	29-Nov-22	2342140	15-Apr-24	05 Int., 42 Int.
V0298.20014 CA00	MYCHELANGELO	Canada	Pending	2245778	29-Nov-22			05 Int., 42 Int.
V0298.20014 CN00	MYCHELANGELO	China (People's Republic)	Registered	1719228	29-Nov-22	G1719228	29-Nov-22	05 Int., 42 Int.
V0298.20014E M00	MYCHELANGELO	European Union (Community)	Registered	1719228	29-Nov-22	1719228	29-Nov-22	05 Int., 42 Int.
V0298.20014 WP00	MYCHELANGELO	Int'l Registration - Madrid Protocol Only	Registered	A0130074	29-Nov-22	1719228	29-Nov-22	05 Int., 42 Int.
V0298.20014J P00	MYCHELANGELO	Japan	Registered	1719228	29-Nov-22	1719228	9-Aug-24	05 Int., 42 Int.
V0298.20014 GB00	MYCHELANGELO	United Kingdom	Registered	1719228	29-Nov-22	1719228	29-Nov-22	05 Int., 42 Int.
V0298.20014 US00	MYCHELANGELO	United States of America	Allowed	97/438108	1-Jun-22			05 Int., 42 Int.
V0298.20002 GB01	NATIVE GENE THERAPY	United Kingdom	Registered	1660577	15-Apr-22	1660577	15-Apr-22	05 Int.
V0298.20012 CA00	OEC	Canada	Pending	2154682	15-Nov-21			05 Int.
V0298.20012E M00	OEC	European Union (Community)	Registered	1632956	15-Nov-21	1632956	15-Nov-21	05 Int.
V0298.20012 WP00	OEC	Int'l Registration - Madrid Protocol Only	Registered	A0116157	15-Nov-21	1632956	15-Nov-21	05 Int.
V0298.20012J P00	OEC	Japan	Registered	1632956	15-Nov-21	1632956	15-Nov-21	05 Int.
V0298.20012 CH00	OEC	Switzerland	Registered	1632956	15-Nov-21	1632956	15-Nov-21	05 Int.
V0298.20012 GB00	OEC	United Kingdom	Registered	1632956	15-Nov-21	1632956	15-Nov-21	05 Int.
V0298.20012 US00	OEC	United States of America	Registered	90/708918	13-May-21	6926111	13-Dec-22	05 Int.

V0298.20003 CA00	 OMEGA da	Registered	190191 6	31-May- 18	TMA109067 9	30-Dec- 20	05 Int., 42 Int.
V0298.20003E M00	 OMEGA pean Union (Community)	Registered	141400 6	30-May- 18	1414006	30- May-18	05 Int., 42 Int.
V0298.20003 WP00	 OMEGA Registration - Madrid ocol Only	Registered	A00762 62	30-May- 18	1414006	30- May-18	05 Int., 42 Int.
V0298.20003I L00	 OMEGA	Registered	141400 6	30-May- 18	307418	30- May-18	05 Int., 42 Int.
V0298.20003J P00	 OMEGA n	Registered	141400 6	30-May- 18	1414006	30- May-18	05 Int., 42 Int.
V0298.20003 GB00	 OMEGA ed Kingdom	Registered	141400 6	30-May- 18	UK0080141 4006	30- May-18	05 Int., 42 Int.
V0298.20003 US00	 OMEGA d States of America	Registered	87/730 926	21-Dec- 17	6029690	7-Apr- 20	42 Int.
V0298.20003 US01	 OMEGA l States of America	Registered	87/981 874	21-Dec- 17	5898213	29-Oct- 19	05 Int.

V0298.20004 GB01	OMEGA CONTROLLERS	United Kingdom	Registered	1530607	26-Mar-20	UK00801530607	26-Mar-20	05 Int.
V0298.20007 CN01	OMEGA EPIGENOMIC CONTROLLER	China (People's Republic)	Registered	1587086	9-Mar-21	1587086	9-Mar-21	05 Int.
V0298.20007E M00	OMEGA EPIGENOMIC CONTROLLER	European Union (Community)	Registered	1587086	9-Mar-21	1587086	9-Mar-21	05 Int.
V0298.20007 WP00	OMEGA EPIGENOMIC CONTROLLER	Int'l Registration - Madrid Protocol Only	Registered	A0106240	9-Mar-21	1587086	9-Mar-21	05 Int.
V0298.20007J P00	OMEGA EPIGENOMIC CONTROLLER	Japan	Registered	1587086	9-Mar-21	1587086	9-Mar-21	05 Int.
V0298.20007 CH00	OMEGA EPIGENOMIC CONTROLLER	Switzerland	Registered	1587086	9-Mar-21	1587086	9-Mar-21	05 Int.
V0298.20007 GB00	OMEGA EPIGENOMIC CONTROLLER	United Kingdom	Registered	1587086	9-Mar-21	1587086	9-Mar-21	05 Int.
V0298.20007 US00	OMEGA EPIGENOMIC CONTROLLER	United States of America	Registered	90/171486	10-Sep-20	6913695	29-Nov-22	05 Int.
V0298.20000 CA00	OMEGA THERAPEUTICS	Canada	Registered	1845704	4-Jul-17	TMA1090680	30-Dec-20	05 Int.
V0298.20000 GB00	OMEGA THERAPEUTICS	United Kingdom	Registered	1360307	30-Jun-17	UK00801360307	30-Jun-17	05 Int.
V0298.20000 US02	OMEGA THERAPEUTICS	United States of America	Allowed	98/377106	26-Jan-24			05 Int.
V0298.20006 WP00	PRECISION GENOMIC CONTROL	Int'l Registration - Madrid Protocol Only	Registered	A0096103	22-Apr-20	1536211	22-Apr-20	05 Int.
V0298.20006 CH00	PRECISION GENOMIC CONTROL	Switzerland	Registered	1536211	22-Apr-20	1536211	22-Apr-20	05 Int.
V0298.20006 GB00	PRECISION GENOMIC CONTROL	United Kingdom	Registered	1536211	22-Apr-20	1536211	22-Apr-20	05 Int.

Omega Therapeutics, Inc. Patent List

Docket Number	Country	Country Name	Sub Case	Case Type	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Expiration Date	Status	Assignee	Omega's Patent Rights	IP Category	XXX
OME-001	AU	Australia	AU1	PCT	2020035517	23-Sep-2020						Pending	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	CA	Canada	CA1	PCT	3155417	23-Sep-2020	3155417	03-Apr-2021				Published	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	CN	China (People's R	CN1	PCT	202008078749	23-Sep-2020	114787353	22-Jul-2022				Published	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	EP	European Patent	EP1	PCT	20870270.4	23-Sep-2020	4034660	03-Aug-2022				Published	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	HK	Hong Kong	HK1	PCT	62023067484.3	26-Jan-2023						Pending	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	JP	Japan	JP1	PCT	2022-343388	23-Sep-2020	2022-548800	21-Nov-2022				Published	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	US	United States of P1	P1	PRO	62/904.391	23-Sep-2020						Published	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	US	United States of US1	US1	PCT	17/754.051	22-Mar-2022	20220348893	03-Nov-2022				Published	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-001	WO	Patent Cooperat	W1	ORD	PCT/US2020/52	23-Sep-2020	WO2021061698	01-Apr-2021				Published	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Product-specific	
OME-002	AU	Australia	AU1	PCT	2020355000	23-Sep-2020						Pending	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	CA	Canada	CA1	PCT	3147641	23-Sep-2020	3147641	01-Apr-2021				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	CN	China (People's R	CN1	PCT	202008062887	23-Sep-2020	114930400	23-Apr-2022				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	EP	European Patent	EP1	PCT	20786652.5	23-Sep-2020	4048807	31-Aug-2022				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	HK	Hong Kong	HK1	PCT	62023067280.5	10-Jan-2023						Pending	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	JP	Japan	JP1	PCT	2022-518345	23-Sep-2020	2022-548320	17-Nov-2022				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	US	United States of P1	P1	PRO	62/904.325	23-Sep-2019					23-Sep-2020	Converted	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	US	United States of US1	US1	CON	17/701.925	22-Mar-2022	20220388237	15-Sep-2022				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-002	WO	Patent Cooperat	W1	ORD	PCT/US2020/52	23-Sep-2020	WO2021061797	01-Apr-2021				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	AU	Australia	AU1	PCT	2020355059	23-Sep-2020						Pending	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	CA	Canada	CA1	PCT	3147643	23-Sep-2020	3147643	01-Apr-2021				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	CN	China (People's R	CN1	PCT	202080066673	23-Sep-2020						Pending	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	EP	European Patent	EP1	PCT	20788942.5	23-Sep-2020	4041894	17-Aug-2022				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	HK	Hong Kong	HK1	PCT	62023066282.3	18-Dec-2022	400764708					Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	JP	Japan	JP1	PCT	2022-518346	23-Sep-2020	2022-548359	18-Nov-2022				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	US	United States of P1	P1	PRO	62/904.178	23-Sep-2019					23-Sep-2020	Converted	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	US	United States of US1	US1	ORD	17/029.820	23-Sep-2020	20220348908	03-Nov-2022	11,987,791	21-May-2024	24-Nov-2041	Granted	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	US	United States of US2	CON	18/637.630	17-Apr-2024	20240344061	17-Oct-2024					Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-003	WO	Patent Cooperat	W1	ORD	PCT/US2020/52	23-Sep-2020	WO2021061815	01-Apr-2021				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-004	AU	Australia	AU1	PCT	2021234302	11-Mar-2021						Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-004	CA	Canada	CA1	PCT	3173528	11-Mar-2021	3173528	16-Sep-2021				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-004	CN	China (People's R	CN1	PCT	202180034263	11-Mar-2021	116096886	09-May-2023				Published	OMEGA THERAPEUTICS, INC.	Compositions and Metho	Product-specific	
OME-004	EP	European Patent	EP1	PCT	21715725.4	11-Mar-2021	4118207	18-Jan-2023				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-004	HK	Hong Kong	HK1	PCT	62023072403.6	04-May-2023						Pending	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-004	JP	Japan	JP1	PCT	2022-517320	11-Mar-2021	2023-517326	25-Apr-2023				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-004	US	United States of P1	P1	PRO	62/908.044	11-Mar-2020					11-Mar-2021	Converted	OMEGA THERAPEUTICS, INC.	Compositions and Metho	Product-specific	
OME-004	US	United States of US1	US1	PCT	17/929.828	11-Mar-2021	20230114151	13-Apr-2023				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-004	WO	Patent Cooperat	W1	ORD	PCT/US2021/02	11-Mar-2021	WO2021183720	16-Sep-2021				Published	OMEGA THERAPEUTICS, INC.	Compositions and Metho	Product-specific	
OME-005	US	United States of P1	P1	PRO	63/109.799	04-Nov-2020					04-Nov-2021	Exp/Abandon	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Platform: EC	
OME-005	US	United States of P2	P2	PRO	63/281.359	19-Nov-2021					19-Nov-2022	Expired	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Platform: EC	
OME-005	US	United States of P4	P4	PRO	63/385502	30-Nov-2022					30-Nov-2023	Expired	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Platform: EC	
OME-005	US	United States of P2	P2	PRO	63/615.564	28-Dec-2023					28-Dec-2024	Pending	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Platform: EC	
OME-006	AU	Australia	AU1	PCT	2021400582	15-Dec-2021						Pending	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	CA	Canada	CA1	PCT	3,198,599	15-Dec-2021	3198599	23-Jun-2022				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	CN	China (People's R	CN1	PCT	202218009950	15-Dec-2021	116847832	03-Oct-2023				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	EP	European Patent	EP1	PCT	21007712.0	15-Dec-2021	4262765	05-Oct-2023				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	JP	Japan	JP1	PCT	2023-538039	15-Dec-2021	2024-500158	04-Jan-2024				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	KR	Korea, Republic	KR1	PCT	10-2023-702493	15-Dec-2021	10-2023-0122098	22-Aug-2023				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	US	United States of P1	P1	PRO	63/127.812	18-Dec-2020					18-Dec-2021	Converted	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	US	United States of US1	US1	PCT	18/255.906	15-Dec-2021	20240115730	11-Apr-2024				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-006	WO	Patent Cooperat	W1	ORD	PCT/US2021/06	15-Dec-2021	WO2022132926	23-Jun-2022				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	AU	Australia	AU1	PCT	2022260770	21-Apr-2022						Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	CA	Canada	CA1	PCT	32155.952	21-Apr-2022	3215957	27-Oct-2022				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	CN	China (People's R	CN1	PCT	202280029983	21-Apr-2022	117177738	05-Dec-2023				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	EP	European Patent	EP1	PCT	22792461.0	21-Apr-2022	4326236	28-Feb-2024				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	HK	Hong Kong	HK1	PCT	6202409588.14	21-Apr-2022						Pending	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	JP	Japan	JP1	PCT	2023-544430	21-Apr-2022	2024-516452	12-Apr-2024				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	KR	Korea, Republic	KR1	PCT	10-2023-703896	21-Apr-2022	10-2023-0179259	28-Dec-2023				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	US	United States of P1	P1	PRO	63/178.050	22-Apr-2021					22-Apr-2022	Converted	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	US	United States of US1	US1	PCT	18/556.563	20-Oct-2023	20240197636	20-Jun-2024				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-007	WO	Patent Cooperat	W1	ORD	PCT/US2022/02	21-Apr-2022	WO2022226139	27-Oct-2022				Published	OMEGA THERAPEUTICS, INC.	TISSUE SPECIFIC NUCLE	Platform: non-EC	
OME-008	EP	European Patent	EP1	PCT	2275643.6	07-Feb-2024	4367242					Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-008	US	United States of P1	P1	PRO	63/193.119	07-Jul-2021					07-Jul-2022	Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-008	US	United States of US1	US1	PCT	18/405.286	05-Jan-2024	20240254462	03-Aug-2024				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-008	WO	Patent Cooperat	W1	ORD	PCT/US2022/03	07-Jul-2022	WO2023283359	12-Jan-2023				Published	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Product-specific	
OME-009	TW	Taiwan	TW1	ORD	112118556	19-May-2023						Pending	OMEGA THERAPEUTICS, INC.	LIPIDS FOR DELIVERY OF	Platform: non-EC	
OME-009	US	United States of P1	P1	PRO	63/344.162	20-May-2022					20-May-2023	Converted	OMEGA THERAPEUTICS, INC.	Lipids for Delivery of Th	Platform: non-EC	
OME-009	US	United States of P2	P2	PRO	63/380.214	19-Oct-2022					19-Oct-2023	Converted	OMEGA THERAPEUTICS, INC.	IONIZABLE CATIONIC LI	Platform: non-EC	
OME-009	US	United States of US1	US1	PCT	18/867.132	19-Nov-2024						Published	OMEGA THERAPEUTICS, INC.	LIPIDS FOR DELIVERY OF	Platform: non-EC	
OME-009	WO	Patent Cooperat	W1	ORD	PCT/US2023/020	19-May-2023	WO2023225621	23-Nov-2023				Published	OMEGA THERAPEUTICS, INC.	LIPIDS FOR DELIVERY OF	Platform: non-EC	
OME-010	US	United States of P1	P1	PRO	63/346.596	27-May-2022					27-May-2023	Expired	OMEGA THERAPEUTICS, INC.	LIPID NANOPARTICLES F	Platform: non-EC	
OME-010	US	United States of P2	P2	PRO	63/505.297	03-Jun-2023					31-May-2024	Expired	OMEGA THERAPEUTICS, INC.	LIPID NANOPARTICLES F	Platform: non-EC	
OME-010	US	United States of P3	P3	PRO	63/655.260	03-Jun-2024					09-Jan-2025	Pending	OMEGA THERAPEUTICS, INC.	LIPID NANOPARTICLES F	Platform: non-EC	
OME-011	US	United States of P1	P1	PRO	63/346.621	27-May-2022					27-May-2023	Expired	OMEGA THERAPEUTICS, INC.	LIPID NANOPARTICLES F	Platform: non-EC	
OME-011	US	United States of P2	P2	PRO	63/505.291	31-May-2023					31-May-2024	Expired	OMEGA THERAPEUTICS, INC.	LIPID NANOPARTICLES F	Platform: non-EC	
OME-012	US	United States of P1	P1	PRO	63/403.248	01-Sep-2022					01-Sep-2023	Exp/Abandon	OMEGA THERAPEUTICS, INC.	METHODS FOR ASSESSING	Product-specific	
OME-012	US	United States of P2	P2	PRO	63/426.541	18-Nov-2022					18-Nov-2023	Exp/Abandon	OMEGA THERAPEUTICS, INC.	METHODS FOR ASSESSING	Product-specific	
OME-012	US	United States of P3	P3	PRO	63/539.057	18-Sep-2023					18-Sep-2024	Converted	OMEGA THERAPEUTICS, INC.	METHODS FOR ASSESSING	Product-specific	
OME-012	US	United States of P4	P4	PRO	63/599.748	16-Nov-2023					16-Nov-2024	Converted	OMEGA THERAPEUTICS, INC.	METHODS FOR ASSESSING	Product-specific	
OME-012	US	United States of P1	P1	PRO	63/574.657	04-Apr-2024					04-Apr-2025	Converted	OMEGA THERAPEUTICS, INC.	METHODS FOR ASSESSING	Product-specific	
OME-012	WO	Patent Cooperat	W1	ORD	PCT/US2024/04	18-Sep-2024						Pending	OMEGA THERAPEUTICS, INC.	METHODS FOR ASSESSING	Product-specific	
OME-013	US	United States of P1	P1	PRO	63/378.043	30-Sep-2022					30-Sep-2023	Converted	OMEGA THERAPEUTICS, INC.	HETEROCYCLE RING CAT	Platform: non-EC	
OME-013	US	United States of P2	P2	PRO	63/380.218	19-Oct-2022					19-Oct-2023	Converted	OMEGA THERAPEUTICS, INC.	HETEROCYCLE RING CAT	Platform: non-EC	
OME-013	US	United States of P3	P3													

OME-039	US	United States of P1	PRO	63/737,907	23-Dec-2024			23-Dec-2025	Pending	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Owned	Product-specific		
OME-040	US	United States of P1	PRO	63/664,584	26-Jun-2024			26-Jun-2025	Pending	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Owned	Product-specific		
OME-040	US	United States of P1	PRO	63/710,738	23-Oct-2024			23-Oct-2025	Pending	OMEGA THERAPEUTICS, INC.	COMPOSITIONS AND ME	Owned	Product-specific		
OME-044	US	United States of P1	PRO	63/643,717	07-May-2024			07-May-2025	Pending	OMEGA THERAPEUTICS, INC.	EPIGENETIC MODULAT	Owned	Product-specific		
OME-044	US	United States of P2	PRO	63/701,036	09-Oct-2024			09-Oct-2025	Pending	OMEGA THERAPEUTICS, INC.	Epigenetic Modulation	Owned	Product-specific		
OME-045	US	United States of P1	PRO	63/643,732	07-May-2024			07-May-2025	Pending	OMEGA THERAPEUTICS, INC.	EPIGENETIC MODULAT	Owned	Platform-EC		
OME-046	US	United States of P1	PRO	63/705,475	09-Oct-2024			09-Oct-2025	Pending	OMEGA THERAPEUTICS, INC.	PRO NANOPARTICLE CO	Owned	Platform- non-EC		
OME-049	US	United States of P1	PRO	63/706,363	11-Oct-2024			11-Oct-2025	Pending	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Owned	PM08-specific / Product-specific		
OME-049	US	United States of P2	PRO	63/720,300	14-Nov-2024			14-Nov-2025	Pending	OMEGA THERAPEUTICS, INC.	METHODS AND COMPOS	Owned	PM08-specific / Product-specific		
VL42001	AU	Australia	09	PCT 2017324550	25-Feb-2019		2017324550	27-Jun-2024	Granted	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	AU	Australia	10	PCT 2024203956	11-Jun-2024				Pending	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	CA	Canada	00	PCT 3035910	05-Mar-2019	3,035,910		15-Mar-2018	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	CN	China (People's Republic)	11	PCT 201780066156	25-Apr-2019	CA100889982A		14-Jun-2019	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	EP	European Patent	12	PCT 17849560.1	07-Sep-2017	3510152		17-Jul-2019	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	HK	Hong Kong	14	REP 62020001268.5	10-Jan-2020				Pending	FLAGSHIP PIONEERING INNOVATIONS V. II	Methods and Compositio	Exclusive license	Platform-EC		
VL42001	JP	Japan	13	PCT 2019-133313	05-Mar-2019	2019-531763		07-Nov-2019	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	JP	Japan	09	WO/2018/113050	10-Jul-2023	2023-119040		25-Aug-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	US	United States of P1	PRO	62/384,603	07-Sep-2016			07-Sep-2017	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	Methods and Compositio	Exclusive license	Platform-EC		
VL42001	US	United States of P2	PRO	62/416,501	02-Nov-2016			02-Nov-2017	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	US	United States of P3	PRO	62/439,327	27-Dec-2016			27-Dec-2017	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	Methods and Compositio	Exclusive license	Platform-EC		
VL42001	US	United States of P4	PRO	62/542,703	08-Aug-2017			08-Aug-2018	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	Methods and Compositio	Exclusive license	Platform-EC		
VL42001	US	United States of P8	PCT	16/330,999	06-Mar-2019	20190255106		22-Aug-2019	Abandoned	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	US	United States of P1	CON	15/821,632	22-Nov-2017	US 2018-0179525 A	28-Jun-2018	11,312,955	26-Apr-2022	11-Dec-2038	Granted	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC
VL42001	US	United States of P2	CON	15/821,638	09-Jun-2018	US 2019-0024086 A	24-Jun-2019	11,624,065	11-Apr-2023		Granted	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC
VL42001	US	United States of P3	CON	17/658,932	18-Mar-2022	2023017077		08-Jun-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	US	United States of P4	CON	17/658,932	18-Mar-2022	US 2023-0054672 A	23-Feb-2023		Published	FLAGSHIP PIONEERING INNOVATIONS V. II	METHODS AND COMPOS	Exclusive license	Platform-EC		
VL42001	WO	Patent Cooperat	W1	ORD PCT/US2017/05	07-Sep-2017	WO/2018/049073	15-Mar-2018		Published	FLAGSHIP PIONEERING INNOVATIONS V. II	Methods and Compositio	Exclusive license	Platform-EC		
VL42006	US	United States of P1	PRO	62/416,367	02-Nov-2016			02-Nov-2017	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform- non-EC		
VL42006	US	United States of P2	PRO	62/416,378	02-Nov-2016			02-Nov-2017	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform- non-EC		
VL42006	US	United States of P3	PRO	62/416,372	02-Nov-2016			02-Nov-2017	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform- non-EC		
VL42006	US	United States of P5	PCT	16/346,665	01-May-2019	20190275104	12-Sep-2019	11,382,950	12-Jul-2022	01-Nov-2037	Granted	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform- non-EC
VL42006	US	United States of P1	PCT	17/835,659	08-Jun-2022	US 2023-0024896 A	26-Jan-2023	11,951,154	09-Apr-2024	01-Nov-2037	Granted	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform- non-EC
VL42006	WO	Patent Cooperat	W1	ORD PCT/US2017/05	01-Nov-2017	WO 2018/085460	11-May-2018		Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform- non-EC		
VL42008	US	United States of P1	PRO	62/839,984	07-Mar-2018			07-Mar-2019	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42008	US	United States of P2	PRO	62/904,210	23-Sep-2018			23-Sep-2020	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42008	US	United States of P4	PCT	17/754,068	22-Mar-2022	US-2022-0267756 A	25-Aug-2022		Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42008	WO	Patent Cooperat	W1	ORD PCT/US2020/05	22-Sep-2020	WO2021061640	01-Apr-2021		Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	AU	Australia	05	PCT 2021350024	16-Mar-2023	2021350024		13-Jul-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	BR	Brazil	06	PCT BR11202300527	22-Mar-2023				Abandoned	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	CA	Canada	07	PCT 3,196,827	24-Mar-2023	3,196,827		28-Apr-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	CN	China (People's Republic)	10	PCT 202380072372	17-Mar-2023	116615539		18-Aug-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	EA	Eurasian Patent	09	PCT 202390044	21-Apr-2023				Abandoned	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	EP	European Patent	10	PCT 21873514.0	24-Apr-2023	4217477		02-Aug-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	HK	Hong Kong	19	REP 62024085812.1	23-Jan-2024	40097579		15-Mar-2024	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	IN	India	11	PCT 20231702079	13-Apr-2023	47/2023		14-Nov-2023	Abandoned	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	JP	Japan	12	PCT 2023-540779	29-Mar-2023	2023-540779		13-Oct-2023	Abandoned	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	KR	Korea, Republic	13	PCT 10-2023-701362	21-Apr-2023	10-2023-0074520		30-May-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	MX	Mexico	14	PCT MX/a/2023/0023	23-Mar-2023	MX/a/2023/003424		12-Jun-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	NZ	New Zealand	15	PCT 798248	16-Mar-2023	798248		31-Mar-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	SG	Singapore	16	PCT 13102302165X	28-Apr-2023				Pending	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	US	United States of P1	PRO	62/904,418	23-Sep-2019			23-Sep-2020	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	US	United States of P2	PRO	63/003,418	24-Sep-2020			24-Sep-2021	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	US	United States of P3	PRO	18/246,480	23-Mar-2023	2023039640		14-Dec-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	US	United States of P1	PRO	63/242,957	10-Sep-2021			10-Sep-2022	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	WO	Patent Cooperat	W1	ORD PCT/US2021/05	24-Sep-2021	WO2022067033	31-Mar-2022		Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42020	ZA	South Africa	18	PCT 202303740	23-Mar-2023				Pending	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42024	AU	Australia	06	PCT 2024354159	16-Mar-2023				Pending	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42024	CA	Canada	05	PCT 3153866	24-Mar-2023	3153866		07-Apr-2022	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	CN	China (People's Republic)	06	PCT 202180078940	29-Sep-2021	116635086 A		22-Aug-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	EP	European Patent	07	PCT 21876425.6	24-Mar-2023	4222259		09-Aug-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	HK	Hong Kong	11	REP 62023081717.8	30-Oct-2023	40094010		12-Jan-2024	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	JP	Japan	08	PCT 2023-519466	28-Mar-2023	2023-543506		12-Oct-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	KR	Korea, Republic	09	PCT 10-2023-701478	18-Apr-2023	10-2023-0074520		05-Jun-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	US	United States of P1	PRO	63/005,013	29-Sep-2020			29-Sep-2021	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	US	United States of P2	PRO	18/028,975	28-Mar-2023	20230374549		23-Nov-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	US	United States of P2	PRO	63/216,487	29-Jun-2021			29-Jun-2022	Expired	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42023	WO	Patent Cooperat	W1	ORD PCT/US2021/05	29-Sep-2021	WO 2022/072546	07-Apr-2022		Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Platform-EC		
VL42024	AU	Australia	07	PCT 2023401231	08-Jun-2023	2021401231		09-Jun-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	BR	Brazil	08	PCT BR112023011695	14-Jun-2023	BR112023011695		22-Aug-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	CA	Canada	09	PCT 3205133	14-Jun-2023	3205133		23-Jun-2022	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	CN	China (People's Republic)	10	PCT 202180093730	14-Aug-2023	116829175		29-Sep-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	EA	Eurasian Patent	11	PCT 202391761	13-Jul-2023	202391761		03-Nov-2023	Abandoned	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	EP	European Patent	12	PCT 21907332.7	26-Jun-2023	4262849		25-Oct-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	HK	Hong Kong	21	REP 62024085812.1	23-Jan-2024	40096751		13-Feb-2024	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	IN	India	13	PCT 202317040293	13-Jun-2023	202317040293		26-Jul-2024	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	JP	Japan	14	PCT 2023-536049	14-Jun-2023	2023-553490		21-Dec-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	KR	Korea, Republic	15	PCT 10-2023-702406	14-Jul-2023	10-2023-0120138		16-Aug-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	MX	Mexico	16	PCT MX/a/2023/0071	14-Jun-2023	MX/a/2023/007116		15-Feb-2024	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	NZ	New Zealand	17	PCT 800745	08-Jun-2023	800745		30-Jun-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	SG	Singapore	18	PCT 112033044995	07-Jun-2023				Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	TW	Taiwan	06	ORD 131122954	31-Mar-2022	202317601		01-May-2023	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	US	United States of P1	PRO	63/125,833	15-Dec-2020			15-Dec-2021	Converted	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	US	United States of P2	PRO	63/137,097	13-Jan-2021			13-Jan-2022	Converted	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	US	United States of P3	PRO	18/257,483	14-Jun-2023	2024-0132559		25-Apr-2024	Published	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	US	United States of P4	PRO	63/511,891	21-Jun-2023			21-Jun-2022	Converted	FLAGSHIP PIONEERING INNOVATIONS V. II	COMPOSITIONS AND ME	Exclusive license	Product-specific		
VL42024	US	United States of P4	PRO	63/281,022	18-Nov-2021										

[illegible]

Exhibit A-1

Agreed Prepetition Note Budget