

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

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): November 14, 2024**

**Omega Therapeutics, Inc.**

(Exact Name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-40657**  
(Commission  
File Number)

**81-3247585**  
(I.R.S. Employer  
Identification No.)

**140 First Street, Suite 501  
Cambridge, Massachusetts 02141**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (617) 949-4360**

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	OMGA	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

### Item 1.01. Entry into a Material Definitive Agreement.

On November 14, 2024, Omega Therapeutics, Inc. (the “*Company*”) entered into an Amended and Restated Shared Space Arrangement (collectively, the “*A&R SSAs*”) with each of Apriori Bio, Inc. (“*Apriori*”) and Prologue Medicines, Inc. (formerly Flagship Labs 89, Inc.) (“*Prologue*”) and a Shared Space Arrangement (collectively, with the A&R SSAs, the “*SSAs*”) with Flagship Labs 107, Inc. (“*FL 107*”), each effective as of November 18, 2024 (the “*Effective Date*”), pursuant to which the Company agreed to sublease an aggregate of (i) approximately 21,764 rentable square feet from the Effective Date until April 1, 2025 (the “*April Effective Date*”) and (ii) approximately 22,350 rentable square feet from the April Effective Date until August 31, 2026 (the “*Termination Date*”), in each case, located at 140 First Street, Cambridge, Massachusetts, 02141 (the “*Premises*”). The Company leases an aggregate of approximately 89,246 rentable square feet of office and laboratory space (consisting of approximately 78,380 rentable square feet for shared space arrangements) located at the Premises pursuant to its lease (the “*Lease*”) with ARE-MA Region No. 94, LLC (the “*Landlord*”). Each A&R SSA amends and restates, in its entirety, the prior arrangements entered into between the Company and each of Apriori and Prologue, dated as of August 1, 2023, as further amended on July 1, 2024, and as amended and restated on September 1, 2024. Each of Apriori, Prologue and FL 107 is a “Licensee” under their respective SSA and an affiliate of Flagship Pioneering, Inc., a significant stockholder of the Company.

The term of each SSA is subject to amendment by the mutual agreement among the Company, the Licensee and the Landlord. Each SSA provides that the respective Licensee will pay to the Company a monthly license fee that is a proportionate share of the actual base rent, operating expenses and other costs for the use and occupancy of the subleased portion of the Premises charged by the Landlord under the Lease and paid by the Company. Such proportionate share will be (i) in the case of each of Apriori and Prologue, 12.9% from the Effective Date until the April Effective Date and 13.2% thereafter until the Termination Date and (ii) in the case of FL 107, 2.0% from the Effective Date through the Termination Date. The Company may terminate any SSA and require the applicable Licensee to immediately vacate the Premises if such Licensee causes a default under the Lease, is in default of any provision in the SSA or acts in a manner deemed by the Company, in its sole discretion, as dangerous or threatening.

Each SSA contains customary covenants, obligations and indemnities in favor of either party.

The foregoing description of the SSAs is a summary and is qualified in its entirety by reference to the SSAs, which are filed herewith as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K, and are incorporated herein by reference.

### Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 14, 2024 (the “*Transition Date*”), Mahesh Karande tendered his resignation as President and Chief Executive Officer and as a member of the Board of Directors (the “*Board*”) of the Company, effective immediately. On the Transition Date, the Board appointed Kaan Certel, Ph.D., the Company’s Chief Business Officer, to serve as the Company’s President and Chief Executive Officer and elected Dr. Certel to serve as a Class I director to fill the vacancy on the Board created by Mr. Karande’s resignation, in each case, effective immediately.

Dr. Certel, 54, served as the Company’s Chief Business Officer from May 28, 2024 to November 14, 2024. Previously, Dr. Certel served as the Chief Business Officer at BioCity Biopharma (“*BioCity*”), a clinical-stage oncology company, from September 2023 to May 2024. Prior to his role at BioCity, Dr. Certel was Head of Oncology External Innovation at Sanofi, a global pharmaceutical company, from May 2017 to September 2023. Dr. Certel 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. The Board believes Dr. Certel is qualified to serve on the Board due to his extensive scientific expertise and business development experience in the biopharmaceutical industry.

In connection with Dr. Certel’s appointment, the Company and Dr. Certel entered into an amended and restated employment agreement (the “*Employment Agreement*”), pursuant to which Dr. Certel will serve as President and Chief Executive Officer and will receive an annual base salary of \$520,000 and will have a target annual bonus amount equal to 50% of his annual base salary. Under the Employment Agreement, if the Company terminates Dr. Certel’s employment without “cause” or he resigns for “good reason” (in each case, within the meaning of the Employment Agreement), subject to his timely executing a release of claims and continued compliance with certain restrictive covenants, Dr. Certel will be entitled to receive (i) an amount equal to 0.75 times his annual base salary, payable in the form of salary continuation in regular installments over the 9-month period following termination, (ii) payment of any earned but unpaid annual bonus for the year prior to the year of termination, and (iii) payment for continued health coverage pursuant to COBRA, less the amount he would have paid for coverage as an active employee, for up to 9 months following termination. If we terminate Dr. Certel’s employment without “cause” or he resigns for “good reason,” in either case, on or within 12 months following a “change in control” (within the meaning of the Employment Agreement), then, in lieu of the severance payments and benefits described above, subject to his timely executing a release of claims and continued compliance with certain restrictive covenants, Dr. Certel will be entitled to receive (a) severance equal to one times his annual base salary payable in equal installments over the 12-month period following termination, (b) payment of any earned but unpaid annual bonus for the year prior to the year of termination, (c) payment for continued health coverage pursuant to COBRA, less the amount he would have paid for coverage as an active employee, for up to 12 months following termination, (d) a lump sum payment equal to one times his annual target bonus for the year of termination and (e) full accelerated vesting of all unvested equity or equity-based awards that vest solely based on continued employment or service. In addition, in connection with Dr. Certel’s appointment, the Company approved the grant of a stock option to purchase 340,000 shares of the Company’s common stock to Dr. Certel, effective November 15, 2024, which option vests as to 25% of the underlying shares on the first anniversary of the date of grant and in equal quarterly installments over the following three years.

There is no arrangement or understanding between Dr. Certel and any other person pursuant to which he was selected as a director of the Company, and there is no family relationship between either of Dr. Certel and any of the Company’s other directors or executive officers.

In connection with Mr. Karande’s separation from the Company, the Company and Mr. Karande have entered into a separation agreement and release (the “*Separation Agreement*”), pursuant to which Mr. Karande will be entitled to receive, unless he timely revokes the Separation Agreement, (i) continued payment of his base salary during the period beginning on his separation date and ending on the earlier of May 25, 2025 or the date he commences full-time employment with a subsequent employer or is retained as a full-time consultant (the “*Severance Period*”), (ii) payment for continued health coverage pursuant to COBRA, less the amount he would have paid for coverage as an active employee, during the Severance Period, (iii) an amount equal to 50% of his target annual bonus for 2024 payable in November 2024, and, unless Mr. Karande commences full-time employment with a subsequent employer or is retained as a full-time consultant, an additional amount in respect of the remaining 50% of his 2024 annual bonus based on the Board’s determination of the achievement of applicable performance criteria, payable on or about the date on which annual bonuses for 2024 are paid in the ordinary course to actively employed senior executives of the Company, but in no event later than March 15, 2025, (iv) a lump sum payment of \$250,000 if during the Severance Period the Company enters into a business development transaction meeting specified criteria, and (v) continued vesting of his time-based options during the Severance Period, and extended exercisability of his exercisable Company stock options until May 25, 2025. The Separation Agreement restricts Mr. Karande from transferring any Company common stock he owns until May 25, 2025 and further provides that Mr. Karande will provide consulting services as reasonably requested by the Company until May 25, 2025. Mr. Karande’s benefits under the Separation Agreement are subject to his continued compliance with his obligations under the Separation Agreement, including certain restrictive covenants.

The foregoing descriptions of the Employment Agreement and the Separation Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Employment Agreement and Separation Agreement, respectively, copies of which are attached as Exhibits 10.4 and 10.5 to this Current Report on Form 8-K, and are incorporated herein by reference.

**Item 8.01. Other Events.**

On November 14, 2024, the Company posted a corporate presentation to its website that representatives of the Company may use from time to time in presentations or discussions with investors, analysts or other parties. A copy of the presentation is being furnished as Exhibit 99.1, which is incorporated herein by reference.

The information contained in Item 8.01 of this Current Report on Form 8-K (including Exhibit 99.1 attached hereto) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly provided by specific reference in such a filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Amended and Restated Shared Space Arrangement by and between Omega Therapeutics, Inc. and Apriori Bio, Inc., effective November 18, 2024.</u></a>
10.2	<a href="#"><u>Amended and Restated Shared Space Arrangement by and between Omega Therapeutics, Inc. and Prologue Medicines, Inc. (formerly Flagship Labs 89, Inc.), effective November 18, 2024.</u></a>
10.3	<a href="#"><u>Shared Space Arrangement by and between Omega Therapeutics, Inc. and Flagship Labs 107, Inc., effective November 18, 2024.</u></a>
10.4	<a href="#"><u>Amended and Restated Employment Agreement, by and between Omega Therapeutics, Inc. and Kaan Certel, Ph.D., effective November 14, 2024.</u></a>
10.5	<a href="#"><u>Separation Agreement and Release, by and between Omega Therapeutics, Inc. and Mahesh Karande, effective November 26, 2024.</u></a>
99.1	<a href="#"><u>Corporate Presentation by Omega Therapeutics, Inc. dated November 2024.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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

Date: November 14, 2024

**Omega Therapeutics, Inc.**

By: /s/ Barbara Chan

Barbara Chan

Chief Accounting Officer and Senior Vice President, Finance

**AMENDED AND RESTATED SHARED SPACE ARRANGEMENT**

This Amended and Restated Shared Space Arrangement (this “**Shared Space Arrangement**”) is made and entered into effective as of the 18th day of November, 2024 (the “**Effective Date**”) by and between **Omega Therapeutics, Inc.**, a Delaware corporation (“**Licensor**” or “**Tenant**”) with an address of 140 First Street, Ste 501, Cambridge, Massachusetts 02141, and **Apriori Bio, Inc.**, a Delaware corporation (“**Licensee**” or “**Space Occupant**”), with an address of 140 First Street, Ste 502, Cambridge, Massachusetts 02141.

**RECITALS**

**WHEREAS**, ARE-MA REGION NO. 94, LLC, a Delaware limited liability company (“**Prime Landlord**” or “**Landlord**”) entered into that certain Lease (as may be amended, the “**Prime Lease**”) dated November 4, 2021, whereby Prime Landlord leased to Licensor, as tenant, approximately 89,246 rentable square feet consisting of approximately 78,380 rentable square feet for the Shared Space Arrangement in the building located at 140 First Street, Cambridge, Massachusetts 02141 (the “**Premises**”);

**WHEREAS**, Licensee and Licensor entered into that certain Shared Space Arrangement dated as of September 1, 2023, as subsequently amended effective July 1, 2024, as further amended and restated effective September 1, 2024 (the “**Prior Arrangement**”);

**WHEREAS**, Licensee and Licensor desire to amend and restate the Prior Arrangement on the terms and conditions set forth below; and

**WHEREAS**, the parties acknowledge that Licensee meets the definition of a “Flagship Pioneering Entity” as set forth in Section 22(c) of the Prime Lease.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree that this Shared Space Arrangement amends and restates the Prior Arrangement in its entirety, and further agree to the following:

1. **License:** Licensor hereby grants Licensee, and Licensee hereby accepts from Licensor, the non-exclusive license and privilege to use and operate within the Shared Space (as hereinafter defined) in accordance with the terms and conditions of this Shared Space Arrangement, together with the right to exercise, in common with Licensor and others entitled thereto, Licensor’s right to use the common areas under the Prime Lease necessary or appropriate to Licensee’s use of the Shared Space. Licensee acknowledges and agrees that it is subject to the insurance and liability provisions of the Prime Lease. This Shared Space Arrangement does not convey title to any land or buildings, and in no event shall it be deemed an estate in land or a tenancy. Licensee acknowledges and agrees that in no event shall this Shared Space Arrangement grant, or be deemed to have granted Licensee any rights whatsoever against Prime Landlord with respect to the Premises.
2. **Shared Space:** This Shared Space Arrangement shall allow Licensee to use only the space within the Premises consisting of approximately 10,082 rentable square feet effective November 18, 2024, and 10,375 rentable square feet effective April 1, 2025 and as more particularly shown on Exhibit A attached hereto (the “**Shared Space**”), which may be

amended by mutual agreement set forth in writing between the parties. Notwithstanding anything to the contrary contained herein, the parties acknowledge that a portion of the Shared Space shall be for the shared use of Licensee, Licensor and other licensees within the Premises (the “**Common Areas**”). The use of such Common Areas shall be in accordance with this Shared Space Arrangement and any reasonable rules and regulations promulgated for their use hereafter.

3. **Term; License Fee:**

- (a) The term (“**Term**”) of this Shared Space Arrangement shall commence on the Effective Date (the “**Term Commencement Date**”) and continue through August 31, 2026 after which the Term shall automatically renew for successive one-month periods without any action by Licensor or Licensee, and Licensor or Licensee may terminate this Shared Space Arrangement upon written notice to Licensor and/or Licensee (as applicable) at any time, for any reason or no reason, effective 60 days following notice of termination to the other party. In no event will the Term extend beyond the expiration of the Prime Lease.
  - (b) Licensee will pay a “**License Fee**,” which is its monthly proportionate share of Tenant’s cost of the actual Base Rent and Additional Rent (each as defined in the Prime Lease), and any additional sums which are paid by Licensor for the use and occupancy of the Shared Space including but not limited to utilities, building maintenance, waste removal, alarm and security services, property management fee, and parking. Licensee’s proportionate share of: (i) Tenant’s cost of the actual Base Rent shall be 12.9% effective November 18, 2024 and 13.2% effective April 1, 2025 of the actual Base Rent, (ii) Tenant’s cost of the actual Operating Expenses shall be 12.9% effective November 18, 2024 and 13.2% effective April 1, 2025 of Tenant’s Share of Operating Expenses of Building (as such term is defined in the basic lease information of the Prime Lease), (iii) such additional sums paid by Licensor for the use and occupancy of the Shared Space shall be 12.9% effective November 18, 2024 and 13.2% effective April 1, 2025 of any amounts actually charged by Prime Landlord.
  - (c) Licensee shall begin paying the License Fee to Licensor on the Effective Date. All License Fee payments are due and payable in advance on the first day of each calendar month, without demand, deduction, counterclaim or setoff. The License Fee for any partial month shall be prorated and paid on the first of such month.
4. **Use of the Shared Space:** Licensee agrees to only use the Shared Space consistent with the terms of the Prime Lease. In no event shall Licensee make any alterations to the Premises without Licensor’s prior written approval, which approval Licensor may withhold in its sole and absolute discretion. Licensor will make available to Licensee 17 of the parking spaces made available to Licensor by Prime Landlord, subject to all of the terms and conditions applicable to Licensor in the Prime Lease.
5. **Default and Liability for Damages:** Licensor may terminate this Shared Space Arrangement, effective immediately, and require Licensee to immediately vacate the Shared Space in the event (i) Licensee or any employee, agent, representative or invitee of Licensee (collectively, a “**Licensee Party**”) causes a default under the Prime Lease, (ii)

Licensee is in default of any provision, obligation or covenant set forth in this Shared Space Arrangement, or (iii) a Licensee Party acts or behaves in a manner deemed by Licensor, in its sole discretion, as dangerous or threatening. Licensee shall be liable, and hereby accepts responsibility for any damage to equipment, furnishings, and any other property of Licensor or Prime Landlord (including, without limitation, damage to the Premises), caused by Licensee or a Licensee Party, excluding damage due to normal wear and tear. Licensee agrees to pay the cost to repair or replace (at full replacement cost) any damaged property, subject to any waivers of subrogation contained in any property insurance policies.

6. **Indemnity:** Subject to any waiver of subrogation contained in any property insurance policies held or required to be held hereunder, and except to the extent arising out of the negligence or willful misconduct of Licensor or any of Licensor's employees, agents, representatives or invitees, Licensee agrees to indemnify and save harmless Licensor and its partners, employees, agents, independent contractors, clients and invitees (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), from and against any and all claims, liabilities, suits, judgments, awards, damages, losses, fines, penalties, costs and expenses, including without limitation reasonable attorneys' fees (collectively, "**Claims**"), that any Indemnified Party may suffer, incur or be liable for by reason of or arising out of the breach by Licensee or any Licensee Party of any of the duties, obligations, liabilities or covenants applicable hereunder or relating to its occupancy or use of the Shared Space. Licensor shall promptly notify Licensee of any such claim and shall promptly deliver to the other a copy of any summons or other process, pleading or notice issued in any action or proceeding to assert any such claim.

Subject to any waiver of subrogation contained in any property insurance policies held or required to be held hereunder, and except to the extent arising out of the negligence or willful misconduct of Licensee or any Licensee Party, Licensor agrees to indemnify and save harmless Licensee and its Indemnified Parties, from and against any and all Claims, that Licensee or its Indemnified Party may suffer, incur or be liable for by reason of or arising out of the negligence or willful misconduct by Licensor or any employee, agent, representative or invitee of Licensor relating to its occupancy or use of the Premises. Licensee shall promptly notify Licensor of any such claim and shall promptly deliver to the other a copy of any summons or other process, pleading or notice issued in any action or proceeding to assert any such claim.

Notwithstanding anything to the contrary contained herein, in no event shall either party be liable under this Shared Space Arrangement for any indirect, consequential or punitive damages. In no event shall the partners, principals, members, officers, stockholders, directors, employees or agents of either Licensor or Licensee be personally liable for the performance of that party's obligations under this Shared Space Arrangement.

7. **Confidentiality:** Each party shall hold the Confidential Information (as hereinafter defined) of the other party in strict confidence and shall not use, or disclose such information to any person, except as explicitly permitted by this Shared Space Arrangement. In protecting the Confidential Information, each party shall use the same degree of care as each party uses to protect its own confidential information of a similar nature (but in no event less than a reasonable degree of care) and shall notify the other party of any potential or actual unauthorized disclosure or use of its Confidential Information.



(i) Each party may disclose the other party's Confidential Information to:

(1) its agents and employees only to the extent reasonably necessary to accomplish the purposes of this Shared Space Arrangement and only with the express agreement by such employees and agents that the Confidential Information is to be maintained under confidentiality and nonuse obligations that are no less protective than those in this Shared Space Arrangement; and

(2) to the extent required by applicable law, court order, or in any litigation in connection with this Shared Space Arrangement.

(ii) If either party is required to disclose any of the other party's Confidential Information pursuant to Section 7(i) above, such party will, if permitted, provide the party whose Confidential Information is being disclosed with reasonable, prior notice of the requirement and assistance (at such party's expense) so that the party that is the owner of the Confidential Information may seek to oppose the requirement to disclose or obtain a protective order preserving the confidentiality of any of its Confidential Information so disclosed.

(iii) "**Confidential Information**" shall mean: (a) all business information heard, seen or in any manner learned by either party or its respective agents, employees or Visitors (defined below) due to the parties' shared use of the Premises; (b) all information that has been or may be disclosed to either party, its employees, or agents orally or in writing, by the other party, its respective employees or agents in connection with, or incidental to, this Shared Space Arrangement or any other business dealing between Licensor and Licensee; and (c) the terms of this Shared Space Arrangement.

The Confidential Information shall not include information that (i) is or becomes available to the public through no fault of a party or its respective agents, employees or Visitors, or (ii) the receiving party can show by written records was acquired in good faith on a non-confidential basis from a third party. "**Visitors**" shall mean: all persons permitted to access the Premises by or because of either party.

Each party shall be directly liable to the other party for breaches of the confidentiality obligations set forth herein by the receiving party and its respective employees, agents and Visitors. Upon a disclosing party's request, the receiving party shall destroy, erase, or return to the disclosing party, in a manner reasonably acceptable to the disclosing party, all Confidential Information in its possession or control.

Each party hereby acknowledges and agrees that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by either disclosing party as a result of a breach of any of the confidentiality provisions of this Shared Space Arrangement. Accordingly, a disclosing party shall be entitled to equitable relief, including injunctive relief and specific performance, to prevent or end a breach of the confidentiality provisions of this Shared Space Arrangement without the need to show irreparable harm or to submit proof of the economic value of any Confidential Information. Such equitable relief shall not be deemed to be the exclusive remedy for any breach of this Shared Space Arrangement, but shall be in addition to all other remedies at law or in equity.

Each party's obligations of confidentiality and nonuse of the Confidential Information under this Shared Space Arrangement shall survive the termination of this Shared Space Arrangement.

8. **Insurance:** Licensee shall carry and maintain the same insurance policies and in such amounts that are applicable to Licensors under the Prime Lease, and Licensee shall have Licensors and Prime Landlord named as additional insureds under such policies.
9. **Notice:** If a demand, request, appeal, consent or notice (collectively referred to as a "**notice**") shall or may be given in accordance with this Shared Space Arrangement, the notice shall be given in writing by physical mail, or by e-mail, to one or more responsible parties, provided that there is a reasonable record kept thereof as relating to both the date of the communication and as to the content thereof. Such a reasonable record can include printed or electronic copies of said communications. Any notice that is sent by mail shall be deemed received, if properly addressed, three (3) business days after any such notice is deposited in the United States mail certified, postage-prepaid, return-receipt requested. If Licensee's address as set forth below is given as blank or as being within the Premises, then notice shall be deemed received if delivered by hand to the company's mailbox within the Premises. Any notice under this Shared Space Arrangement that is sent by e-mail shall be deemed received, if delivered to the e-mail address set forth below or, if to Licensee, another e-mail address reasonably believed by Licensors as being that of a responsible party of Licensee, three (3) business days after any such notice is sent, provided that no automatic response has been received from the recipient's e-mail system indicating non-receipt of the e-mail message or unavailability of the recipient. No oral communication shall be deemed a notice under this Shared Space Arrangement.

Licensors:                   Omega Therapeutics, Inc.  
                                  140 First Street, Suite 501  
                                  Cambridge, MA 02141  
                                  Attn: Barbara Chan  
                                  Email: [\*\*\*]  
                                  With a mandatory copy sent to: [\*\*\*].

Licensee:                    Notice shall be sent to the address set forth on the Signature Page  
                                  With a mandatory copy to: [\*\*\*].

10. **Assignment:** Licensee shall have no right to assign, transfer or otherwise encumber this Shared Space Arrangement.
11. **Furniture and Equipment:** Licensee shall have, as appurtenant to the Shared Space, the use of the furniture and equipment located in the Shared Space as of the Term Commencement Date (the "**Equipment**") during the Term. Licensee agrees to take all actions necessary or appropriate to ensure that the Equipment shall be and remain personal property, and nothing in this Shared Space Arrangement shall be constituted as conveying

to Licensee any interest in the Equipment other than its interest as a Licensee. The Equipment shall be used by Licensee only at the Shared Space and in the ordinary conduct of its business. Licensee hereby assumes all risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment (unless through Licensor's negligence or willful misconduct), howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance herewith. In addition, as Licensor is not the manufacturer or vendor of the Equipment, it makes no other representation or warranty, express or implied, as to any matter whatsoever, including without limitation the design or condition of the Equipment, its merchantability, durability, suitability or fitness for any particular purpose, the quality of the material or workmanship of the Equipment, or the conformity of the Equipment to the provisions or specifications of any purchase order relating thereto, and Licensor hereby disclaims any and all such representations and warranties. At the expiration or earlier termination of the Term, Licensee shall return the Equipment to Licensor in the same condition as when delivered to Licensee, ordinary wear and tear from proper use and damage caused by Licensor's negligence or willful misconduct excepted.

12. **Choice of Law:** The parties agree that the interpretation, instruction and enforcement of this contract shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts of laws.
13. **Nature of Agreement:** The parties agree that any oral discussion regarding modifying this Shared Space Arrangement shall be deemed by both parties to be exploratory in nature, and shall be binding on the parties only when reduced to writing and acknowledged in writing by both parties as agreed. This shall be the case even if one or both parties begin to operate on the basis of an oral discussion as though such discussion represented a definitive agreement. Failure of either party to enforce any provision of this Shared Space Arrangement shall not constitute a waiver of that term of this Shared Space Arrangement, and such provision may be enforced later, at any time, without prejudice.
14. **Multiple and Electronic Counterparts:** This Shared Space Arrangement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute a single instrument. The counterparts of this Shared Space Arrangement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
15. **Additional Requirements and Provisions:**
  - (a) Licensor and Licensee hereby agree that a copy of this Shared Space Arrangement shall be provided to Landlord prior to the Effective Date of the License, and that Licensor, Licensee and Landlord shall execute a Shared Space Acknowledgment in the form attached hereto as Exhibit B.
  - (b) Licensee hereby agrees that if Landlord gives Licensee notice that Tenant is in default under the Lease, Licensee shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and Licensee shall agree to attorn to Landlord or its successors and assigns should the Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment.

- (c) **Use of Hazardous Materials:** Licensee represents and warrants that as part of normal course of business in research and development, that Licensee shall obtain all necessary permits and licenses to use, store, handle, treat, generate in or dispose of from the Premises any Hazardous Materials.
- i. **“Hazardous Materials”** means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
  - ii. As used herein, the term **“Environmental Requirements”** means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.
  - iii. Licensee agrees to deliver to Licensor prior to the Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, or disposal of such Hazardous Materials on or from the Premises (**“Hazardous Materials List”**).
- (d) Upon being informed by Landlord or Licensee of conditions on the character of Licensor’s occupancy in the Prime Lease (e.g., security, conditions on the use of services and utilities, restrictions on alterations of the property, abiding by rules and regulations of the site, environmental restrictions, restrictions on signage, conditions of the Premises upon surrender, etc.) Licensee shall, and Licensee shall ensure that its agents, employees and Visitors shall, abide by such conditions.

[Signature Page Follows]

**SIGNATURE PAGE (ALL FIELDS BELOW MUST BE COMPLETED)**

**LICENSEE:**

**Name of Licensee organization's legal entity:**

**Apriori Bio, Inc.**

**Signature: /s/ Lovisa Afzelius**

**Name of authorized signer: Lovisa Afzelius**

**Title: Chief Executive Officer**

**Date: November 14, 2024**

**Address of Licensee: 140 First Street, Ste 502, Cambridge, Massachusetts 02141**

**Email: [\*\*\*]**

**LICENSOR:**

**Omega Therapeutics, Inc.**

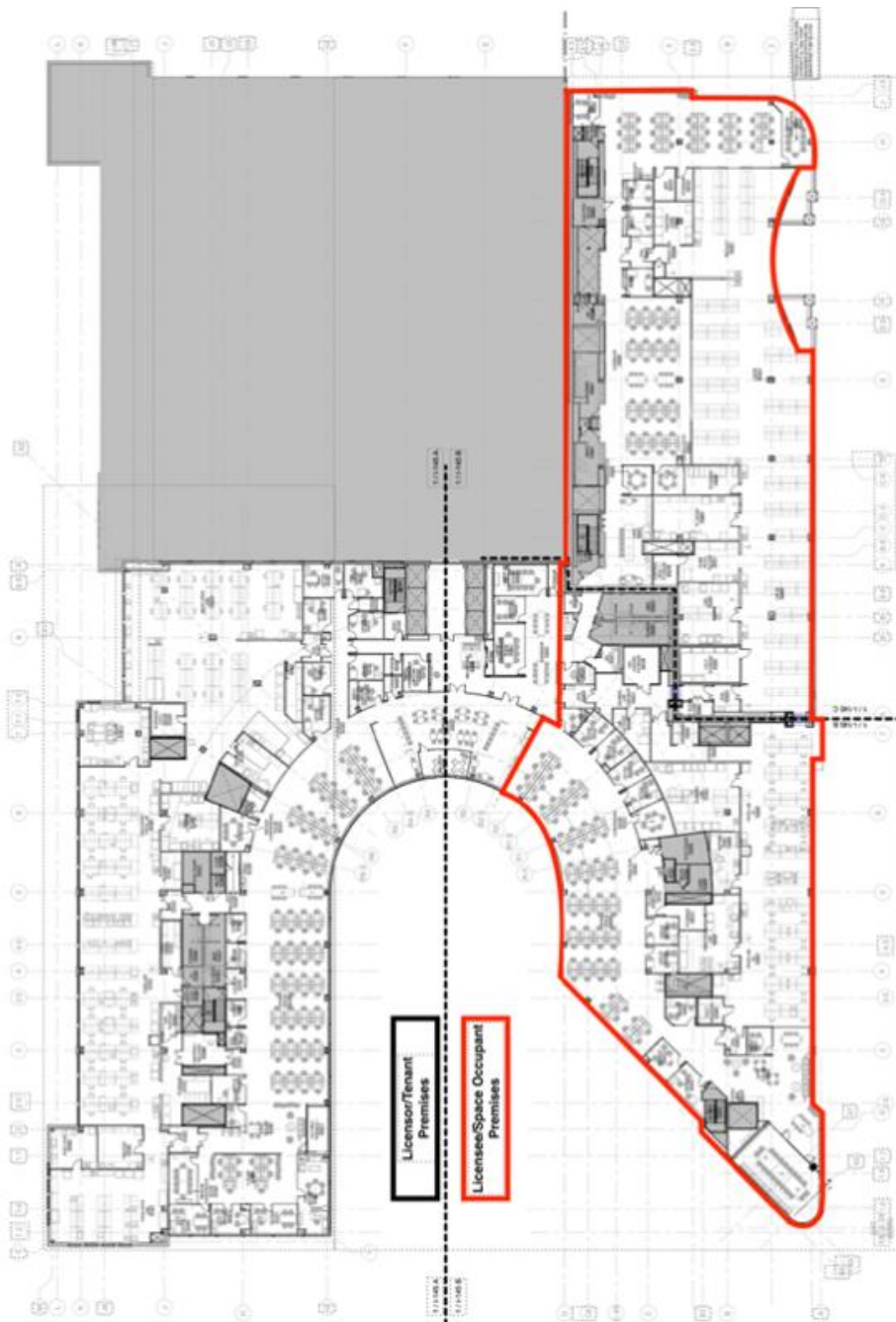
**Signature: /s/ Mahesh Karande**

**Officer's name: Mahesh Karande**

**Title: President and CEO**

**Date: November 14, 2024**

**Exhibit A**



**Exhibit B**

**FORM OF SHARED SPACE ACKNOWLEDGMENT**

This Acknowledgment (this “**Acknowledgment**”) is made as of \_\_\_\_\_, 202\_\_, by and among **OMEGA THERAPEUTICS, INC.**, a Delaware corporation (“**Tenant**”), having an address of \_\_\_\_\_, \_\_\_\_\_ (“**Space Occupant**”), having an address of \_\_\_\_\_, and **ARE-MA REGION NO. 94, LLC**, a Delaware limited liability company, having an address of 26 North Euclid Avenue, Pasadena, California 91101 (“**Landlord**”), with reference to the following Recitals.

**RECITALS**

**A.** Landlord and Tenant have entered into that certain Lease Agreement dated November 4, 2021 (as the same may have been amended and may in the future be amended, the “**Lease**”) wherein Tenant leases certain premises consisting of approximately 89,246 rentable square feet (the “**Premises**”) in a building located at 140 First Street, Cambridge, Massachusetts. All initially capitalized terms not otherwise defined in this Acknowledgment shall have the meanings set forth in the Lease unless the context clearly indicates otherwise.

**B.** Tenant and Space Occupant have entered into a Shared Space Arrangement dated as of \_\_\_\_\_, 20\_\_ (the “**License**”), a copy of which is attached hereto as Exhibit A pursuant to which Space Occupant has the right use and occupy a portion of the Premises, as more particularly described in in the License.

**NOW, THEREFORE**, as required under Section 22(c) of the Lease, Tenant, Landlord and Space Occupant hereby acknowledge and agree:

1. Tenant and Space Occupant each represent and warrant to Landlord that the copy of the License attached hereto as Exhibit A is true, correct and complete.
2. The terms of the License are subject and subordinate to the terms of the Lease. Landlord shall have no obligations to Space Occupant or any party claiming by or through Space Occupant.
3. If the Lease terminates, then the License shall automatically terminate concurrently therewith.
4. All waivers and releases set forth in the Lease that apply as between Landlord and Tenant thereunder shall also apply as between Landlord and Licensee.
5. Tenant shall delivery to Landlord a certificate of insurance from Space Occupant, as insured, evidencing no less than the insurance requirements set forth in Section 17 of the Lease concurrent with Tenant’s delivery to Landlord of a fully executed copy of this Acknowledgment and prior to the expiration of the expiration of such policy.
6. Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any loss or liability arising from any commissions or fees payable in connection with the License.

7. Notwithstanding anything in the License to the contrary, Landlord and Space Occupant each hereby release the other, and waive their respective rights of recovery against the other for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party to the extent of such insurance and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

8. Tenant and Space Occupant agree that upon any conflict between the terms of the License and this Acknowledgment, the terms of this Acknowledgment shall control.

9. This Acknowledgment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of Commonwealth of Massachusetts, without regard to its principles of conflicts of law.

10. Tenant and Space Occupant are currently (a) in compliance with (and are required to at all times during the term of the License to remain) in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the “**OFAC Rules**”), (b) not listed on, and shall not during the term of the License be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

This Acknowledgment may be executed in any number of counterparts and does not affect or modify the Lease. Tenant, Landlord and Space Occupant have caused their duly authorized representatives to execute this Acknowledgment as of the date first above written.

*[Signature page follows]*



**TENANT:**

**OMEGA THERAPEUTICS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

I hereby certify that the signature, name, and title above are my signature, name and title.

**SPACE OCCUPANT:**

\_\_\_\_\_,  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

I hereby certify that the signature, name, and title above are my signature, name and title.

**LANDLORD:**

**ARE-MA REGION NO. 94, LLC,**  
a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,  
a Delaware limited partnership,  
managing member

By: ARE-QRS CORP.,  
a Maryland corporation,  
general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**AMENDED AND RESTATED SHARED SPACE ARRANGEMENT**

This Amended and Restated Shared Space Arrangement (this “**Shared Space Arrangement**”) is made and entered into effective as of the 18th day of November, 2024 (the “**Effective Date**”) by and between **Omega Therapeutics, Inc.**, a Delaware corporation (“**Licensor**” or “**Tenant**”) with an address of 140 First Street, Ste 501, Cambridge, Massachusetts 02141, and **Prologue Medicines, Inc. (formerly Flagship Labs 89, Inc.)**, a Delaware corporation (“**Licensee**” or “**Space Occupant**”), with an address of 140 First Street, Ste 502, Cambridge, Massachusetts 02141.

**RECITALS**

**WHEREAS**, ARE-MA REGION NO. 94, LLC, a Delaware limited liability company (“**Prime Landlord**” or “**Landlord**”) entered into that certain Lease (as may be amended, the “**Prime Lease**”) dated November 4, 2021, whereby Prime Landlord leased to Licensor, as tenant, approximately 89,246 rentable square feet consisting of approximately 78,380 rentable square feet for the Shared Space Arrangement in the building located at 140 First Street, Cambridge, Massachusetts 02141 (the “**Premises**”);

**WHEREAS**, Licensee and Licensor entered into that certain Shared Space Arrangement dated as of August 1, 2023, as subsequently amended effective July 1, 2024, as further amended and restated effective September 1, 2024 (the “**Prior Arrangement**”);

**WHEREAS**, Licensee and Licensor desire to amend and restate the Prior Arrangement on the terms and conditions set forth below; and

**WHEREAS**, the parties acknowledge that Licensee meets the definition of a “Flagship Pioneering Entity” as set forth in Section 22(c) of the Prime Lease.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree that this Shared Space Arrangement amends and restates the Prior Arrangement in its entirety, and further agree to the following:

1. **License:** Licensor hereby grants Licensee, and Licensee hereby accepts from Licensor, the non-exclusive license and privilege to use and operate within the Shared Space (as hereinafter defined) in accordance with the terms and conditions of this Shared Space Arrangement, together with the right to exercise, in common with Licensor and others entitled thereto, Licensor’s right to use the common areas under the Prime Lease necessary or appropriate to Licensee’s use of the Shared Space. Licensee acknowledges and agrees that it is subject to the insurance and liability provisions of the Prime Lease. This Shared Space Arrangement does not convey title to any land or buildings, and in no event shall it be deemed an estate in land or a tenancy. Licensee acknowledges and agrees that in no event shall this Shared Space Arrangement grant, or be deemed to have granted Licensee any rights whatsoever against Prime Landlord with respect to the Premises.
2. **Shared Space:** This Shared Space Arrangement shall allow Licensee to use only the space within the Premises consisting of approximately 10,082 rentable square feet effective November 18, 2024 and 10,375 rentable square feet effective April 1, 2025 and as more

particularly shown on Exhibit A attached hereto (the “**Shared Space**”), which may be amended by mutual agreement set forth in writing between the parties. Notwithstanding anything to the contrary contained herein, the parties acknowledge that a portion of the Shared Space shall be for the shared use of Licensee, Licensor and other licensees within the Premises (the “**Common Areas**”). The use of such Common Areas shall be in accordance with this Shared Space Arrangement and any reasonable rules and regulations promulgated for their use hereafter.

3. **Term; License Fee:**

(a) The term (“**Term**”) of this Shared Space Arrangement shall commence on the Effective Date (the “**Term Commencement Date**”) and continue through August 31, 2026 after which the Term shall automatically renew for successive one-month periods without any action by Licensor or Licensee, and Licensor or Licensee may terminate this Shared Space Arrangement upon written notice to Licensor and/or Licensee (as applicable) at any time, for any reason or no reason, effective 60 days following notice of termination to the other party. In no event will the Term extend beyond the expiration of the Prime Lease.

(b) Licensee will pay a “**License Fee**,” which is its monthly proportionate share of Tenant’s cost of the actual Base Rent and Additional Rent (each as defined in the Prime Lease), and any additional sums which are paid by Licensor for the use and occupancy of the Shared Space including but not limited to utilities, building maintenance, waste removal, alarm and security services, property management fee, and parking. Licensee’s proportionate share of: (i) Tenant’s cost of the actual Base Rent shall be 12.9% effective November 18, 2024 and 13.2% effective April 1, 2025 of the actual Base Rent, (ii) Tenant’s cost of the actual Operating Expenses shall be 12.9% effective November 18, 2024 and 13.2% effective April 1, 2025 of Tenant’s Share of Operating Expenses of Building (as such term is defined in the basic lease information of the Prime Lease), (iii) such additional sums paid by Licensor for the use and occupancy of the Shared Space shall be 12.9% effective November 18, 2024 and 13.2% effective April 1, 2025 of any amounts actually charged by Prime Landlord.

(c) Licensee shall begin paying the License Fee to Licensor on the Effective Date. All License Fee payments are due and payable in advance on the first day of each calendar month, without demand, deduction, counterclaim or setoff. The License Fee for any partial month shall be prorated and paid on the first of such month.

4. **Use of the Shared Space:** Licensee agrees to only use the Shared Space consistent with the terms of the Prime Lease. In no event shall Licensee make any alterations to the Premises without Licensor’s prior written approval, which approval Licensor may withhold in its sole and absolute discretion. Licensor will make available to Licensee 11 of the parking spaces made available to Licensor by Prime Landlord, subject to all of the terms and conditions applicable to Licensor in the Prime Lease.

5. **Default and Liability for Damages:** Licensor may terminate this Shared Space Arrangement, effective immediately, and require Licensee to immediately vacate the Shared Space in the event (i) Licensee or any employee, agent, representative or invitee of Licensee (collectively, a "**Licensee Party**") causes a default under the Prime Lease, (ii) Licensee is in default of any provision, obligation or covenant set forth in this Shared Space Arrangement, or (iii) a Licensee Party acts or behaves in a manner deemed by Licensor, in its sole discretion, as dangerous or threatening. Licensee shall be liable, and hereby accepts responsibility for any damage to equipment, furnishings, and any other property of Licensor or Prime Landlord (including, without limitation, damage to the Premises), caused by Licensee or a Licensee Party, excluding damage due to normal wear and tear. Licensee agrees to pay the cost to repair or replace (at full replacement cost) any damaged property, subject to any waivers of subrogation contained in any property insurance policies.
6. **Indemnity:** Subject to any waiver of subrogation contained in any property insurance policies held or required to be held hereunder, and except to the extent arising out the negligence or willful misconduct of Licensor or any of Licensor's employees, agents, representatives or invitees, Licensee agrees to indemnify and save harmless Licensor and its partners, employees, agents, independent contractors, clients and invitees (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), from and against any and all claims, liabilities, suits, judgments, awards, damages, losses, fines, penalties, costs and expenses, including without limitation reasonable attorneys' fees (collectively, "**Claims**"), that any Indemnified Party may suffer, incur or be liable for by reason of or arising out of the breach by Licensee or any Licensee Party of any of the duties, obligations, liabilities or covenants applicable hereunder or relating to its occupancy or use of the Shared Space. Licensor shall promptly notify Licensee of any such claim and shall promptly deliver to the other a copy of any summons or other process, pleading or notice issued in any action or proceeding to assert any such claim.
- Subject to any waiver of subrogation contained in any property insurance policies held or required to be held hereunder, and except to the extent arising out of the negligence or willful misconduct of Licensee or any Licensee Party, Licensor agrees to indemnify and save harmless Licensee and its Indemnified Parties, from and against any and all Claims, that Licensee or its Indemnified Party may suffer, incur or be liable for by reason of or arising out of the negligence or willful misconduct by Licensor or any employee, agent, representative or invitee of Licensor relating to its occupancy or use of the Premises. Licensee shall promptly notify Licensor of any such claim and shall promptly deliver to the other a copy of any summons or other process, pleading or notice issued in any action or proceeding to assert any such claim.
- Notwithstanding anything to the contrary contained herein, in no event shall either party be liable under this Shared Space Arrangement for any indirect, consequential or punitive damages. In no event shall the partners, principals, members, officers, stockholders, directors, employees or agents of either Licensor or Licensee be personally liable for the performance of that party's obligations under this Shared Space Arrangement.
7. **Confidentiality:** Each party shall hold the Confidential Information (as hereinafter defined) of the other party in strict confidence and shall not use, or disclose such information to any person, except as explicitly permitted by this Shared Space Arrangement. In protecting the Confidential Information, each party shall use the same degree of care as each party uses to protect its own confidential information of a similar nature (but in no event less than a reasonable degree of care) and shall notify the other party of any potential or actual unauthorized disclosure or use of its Confidential Information.

(i) Each party may disclose the other party's Confidential Information to:

(1) its agents and employees only to the extent reasonably necessary to accomplish the purposes of this Shared Space Arrangement and only with the express agreement by such employees and agents that the Confidential Information is to be maintained under confidentiality and nonuse obligations that are no less protective than those in this Shared Space Arrangement; and

(2) to the extent required by applicable law, court order, or in any litigation in connection with this Shared Space Arrangement.

(ii) If either party is required to disclose any of the other party's Confidential Information pursuant to Section 7(i) above, such party will, if permitted, provide the party whose Confidential Information is being disclosed with reasonable, prior notice of the requirement and assistance (at such party's expense) so that the party that is the owner of the Confidential Information may seek to oppose the requirement to disclose or obtain a protective order preserving the confidentiality of any of its Confidential Information so disclosed.

(iii) "**Confidential Information**" shall mean: (a) all business information heard, seen or in any manner learned by either party or its respective agents, employees or Visitors (defined below) due to the parties' shared use of the Premises; (b) all information that has been or may be disclosed to either party, its employees, or agents orally or in writing, by the other party, its respective employees or agents in connection with, or incidental to, this Shared Space Arrangement or any other business dealing between Licensor and Licensee; and (c) the terms of this Shared Space Arrangement.

The Confidential Information shall not include information that (i) is or becomes available to the public through no fault of a party or its respective agents, employees or Visitors, or (ii) the receiving party can show by written records was acquired in good faith on a non-confidential basis from a third party. "**Visitors**" shall mean: all persons permitted to access the Premises by or because of either party.

Each party shall be directly liable to the other party for breaches of the confidentiality obligations set forth herein by the receiving party and its respective employees, agents and Visitors. Upon a disclosing party's request, the receiving party shall destroy, erase, or return to the disclosing party, in a manner reasonably acceptable to the disclosing party, all Confidential Information in its possession or control.

Each party hereby acknowledges and agrees that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by either disclosing party as a result of a breach of any of the confidentiality provisions of this Shared Space Arrangement. Accordingly, a disclosing party shall be entitled to equitable relief, including injunctive relief and specific performance, to prevent or end a breach of the confidentiality provisions of this Shared Space Arrangement without the need to show

irreparable harm or to submit proof of the economic value of any Confidential Information. Such equitable relief shall not be deemed to be the exclusive remedy for any breach of this Shared Space Arrangement, but shall be in addition to all other remedies at law or in equity.

Each party's obligations of confidentiality and nonuse of the Confidential Information under this Shared Space Arrangement shall survive the termination of this Shared Space Arrangement.

8. **Insurance:** Licensee shall carry and maintain the same insurance policies and in such amounts that are applicable to Licensor under the Prime Lease, and Licensee shall have Licensor and Prime Landlord named as additional insureds under such policies.
9. **Notice:** If a demand, request, appeal, consent or notice (collectively referred to as a "**notice**") shall or may be given in accordance with this Shared Space Arrangement, the notice shall be given in writing by physical mail, or by e-mail, to one or more responsible parties, provided that there is a reasonable record kept thereof as relating to both the date of the communication and as to the content thereof. Such a reasonable record can include printed or electronic copies of said communications. Any notice that is sent by mail shall be deemed received, if properly addressed, three (3) business days after any such notice is deposited in the United States mail certified, postage-prepaid, return-receipt requested. If Licensee's address as set forth below is given as blank or as being within the Premises, then notice shall be deemed received if delivered by hand to the company's mailbox within the Premises. Any notice under this Shared Space Arrangement that is sent by e-mail shall be deemed received, if delivered to the e-mail address set forth below or, if to Licensee, another e-mail address reasonably believed by Licensor as being that of a responsible party of Licensee, three (3) business days after any such notice is sent, provided that no automatic response has been received from the recipient's e-mail system indicating non-receipt of the e-mail message or unavailability of the recipient. No oral communication shall be deemed a notice under this Shared Space Arrangement.

Licensor: Omega Therapeutics, Inc.  
140 First Street, Suite 501  
Cambridge, MA 02141  
Attn: Barbara Chan  
Email: [\*\*\*]  
With a mandatory copy sent to: [\*\*\*].

Licensee: Notice shall be sent to the address set forth on the Signature Page  
With a mandatory copy to: [\*\*\*].

10. **Assignment:** Licensee shall have no right to assign, transfer or otherwise encumber this Shared Space Arrangement.
11. **Furniture and Equipment:** Licensee shall have, as appurtenant to the Shared Space, the use of the furniture and equipment located in the Shared Space as of the Term Commencement Date (the "**Equipment**") during the Term. Licensee agrees to take all actions necessary or appropriate to ensure that the Equipment shall be and remain personal property, and nothing in this Shared Space Arrangement shall be constituted as conveying

to Licensee any interest in the Equipment other than its interest as a Licensee. The Equipment shall be used by Licensee only at the Shared Space and in the ordinary conduct of its business. Licensee hereby assumes all risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment (unless through Licensor's negligence or willful misconduct), howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance herewith. In addition, as Licensor is not the manufacturer or vendor of the Equipment, it makes no other representation or warranty, express or implied, as to any matter whatsoever, including without limitation the design or condition of the Equipment, its merchantability, durability, suitability or fitness for any particular purpose, the quality of the material or workmanship of the Equipment, or the conformity of the Equipment to the provisions or specifications of any purchase order relating thereto, and Licensor hereby disclaims any and all such representations and warranties. At the expiration or earlier termination of the Term, Licensee shall return the Equipment to Licensor in the same condition as when delivered to Licensee, ordinary wear and tear from proper use and damage caused by Licensor's negligence or willful misconduct excepted.

12. **Choice of Law:** The parties agree that the interpretation, instruction and enforcement of this contract shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts of laws.
13. **Nature of Agreement:** The parties agree that any oral discussion regarding modifying this Shared Space Arrangement shall be deemed by both parties to be exploratory in nature, and shall be binding on the parties only when reduced to writing and acknowledged in writing by both parties as agreed. This shall be the case even if one or both parties begin to operate on the basis of an oral discussion as though such discussion represented a definitive agreement. Failure of either party to enforce any provision of this Shared Space Arrangement shall not constitute a waiver of that term of this Shared Space Arrangement, and such provision may be enforced later, at any time, without prejudice.
14. **Multiple and Electronic Counterparts:** This Shared Space Arrangement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute a single instrument. The counterparts of this Shared Space Arrangement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
15. **Additional Requirements and Provisions:**
  - (a) Licensor and Licensee hereby agree that a copy of this Shared Space Arrangement shall be provided to Landlord prior to the Effective Date of the License, and that Licensor, Licensee and Landlord shall execute a Shared Space Acknowledgment in the form attached hereto as Exhibit B.
  - (b) Licensee hereby agrees that if Landlord gives Licensee notice that Tenant is in default under the Lease, Licensee shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and Licensee shall

agree to attorn to Landlord or its successors and assigns should the Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment.

- (c) **Use of Hazardous Materials:** Licensee represents and warrants that as part of normal course of business in research and development, that Licensee shall obtain all necessary permits and licenses to use, store, handle, treat, generate in or dispose of from the Premises any Hazardous Materials.
- i. **“Hazardous Materials”** means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
  - ii. As used herein, the term **“Environmental Requirements”** means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.
  - iii. Licensee agrees to deliver to Licensor prior to the Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, or disposal of such Hazardous Materials on or from the Premises (**“Hazardous Materials List”**).
- (d) Upon being informed by Landlord or Licensee of conditions on the character of Licensor’s occupancy in the Prime Lease (e.g., security, conditions on the use of services and utilities, restrictions on alterations of the property, abiding by rules and regulations of the site, environmental restrictions, restrictions on signage, conditions of the Premises upon surrender, etc.) Licensee shall, and Licensee shall ensure that its agents, employees and Visitors shall, abide by such conditions.

[Signature Page Follows]



**SIGNATURE PAGE (ALL FIELDS BELOW MUST BE COMPLETED)**

**LICENSEE:**

**Name of Licensee organization's legal entity:**  
**Prologue Medicines, Inc. (formerly Flagship Labs 89, Inc.)**

**Signature: /s/ Lovisa Afzelius**

**Name of authorized signer: Lovisa Afzelius**

**Title: Chief Executive Officer**

**Date: November 14, 2024**

**Address of Licensee: 140 First Street, Ste 502, Cambridge, Massachusetts 02141**

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**Email: [\*\*\*]**

**LICENSOR:**

**Omega Therapeutics, Inc.**

**Signature: /s/ Mahesh Karande**

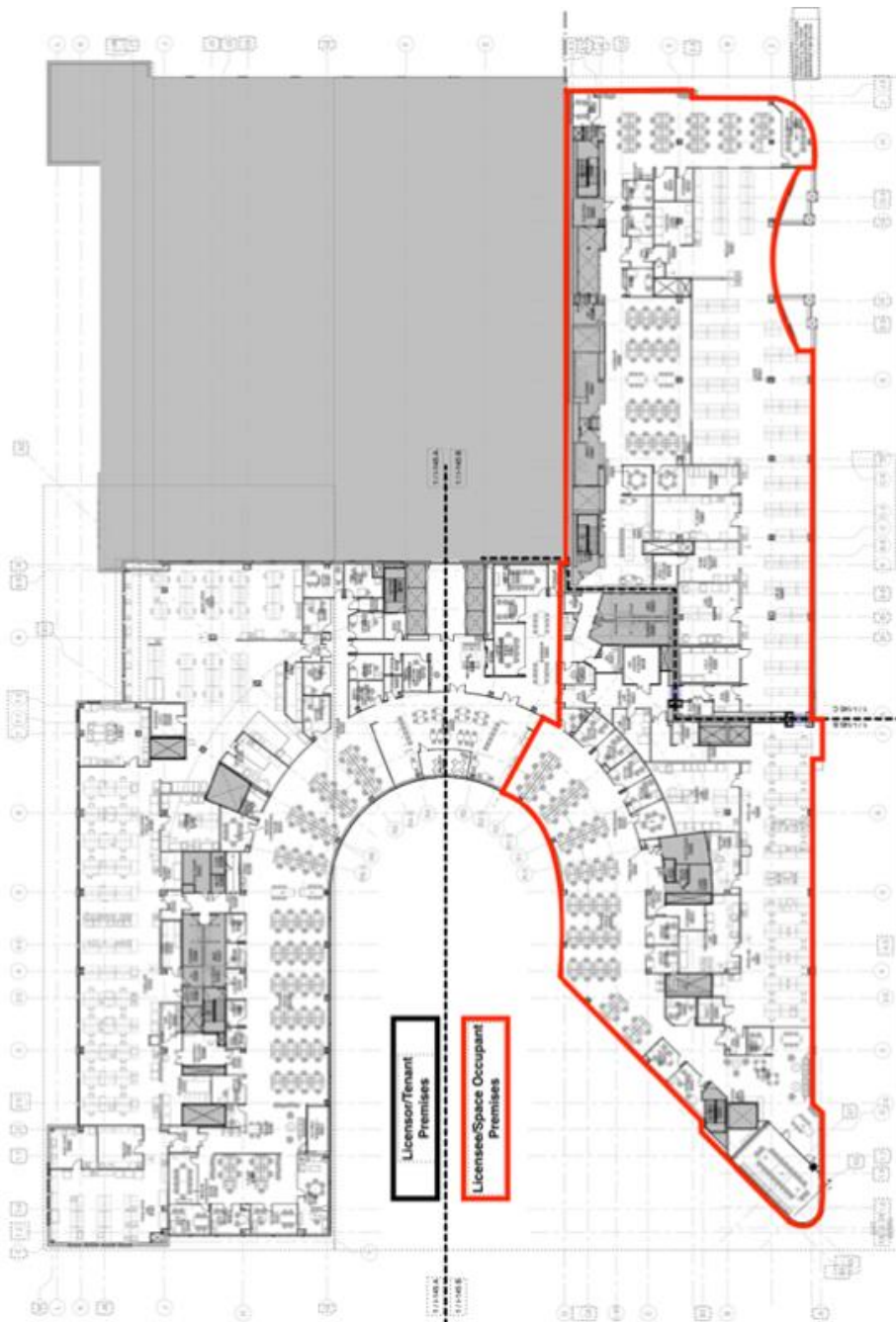
**Officer's name: Mahesh Karande**

**Title: President and CEO**

**Date: November 14, 2024**

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**Exhibit A**



**Exhibit B**  
**FORM OF SHARED SPACE ACKNOWLEDGMENT**

This Acknowledgment (this “**Acknowledgment**”) is made as of \_\_\_\_\_, 202\_\_, by and among **OMEGA THERAPEUTICS, INC.**, a Delaware corporation (“**Tenant**”), having an address of \_\_\_\_\_, \_\_\_\_\_ (“**Space Occupant**”), having an address of \_\_\_\_\_, and **ARE-MA REGION NO. 94, LLC**, a Delaware limited liability company, having an address of 26 North Euclid Avenue, Pasadena, California 91101 (“**Landlord**”), with reference to the following Recitals.

**RECITALS**

**A.** Landlord and Tenant have entered into that certain Lease Agreement dated November 4, 2021 (as the same may have been amended and may in the future be amended, the “**Lease**”) wherein Tenant leases certain premises consisting of approximately 89,246 rentable square feet (the “**Premises**”) in a building located at 140 First Street, Cambridge, Massachusetts. All initially capitalized terms not otherwise defined in this Acknowledgment shall have the meanings set forth in the Lease unless the context clearly indicates otherwise.

**B.** Tenant and Space Occupant have entered into a Shared Space Arrangement dated as of \_\_\_\_\_, 20\_\_ (the “**License**”), a copy of which is attached hereto as Exhibit A pursuant to which Space Occupant has the right use and occupy a portion of the Premises, as more particularly described in in the License.

**NOW, THEREFORE**, as required under Section 22(c) of the Lease, Tenant, Landlord and Space Occupant hereby acknowledge and agree:

1. Tenant and Space Occupant each represent and warrant to Landlord that the copy of the License attached hereto as Exhibit A is true, correct and complete.

2. The terms of the License are subject and subordinate to the terms of the Lease. Landlord shall have no obligations to Space Occupant or any party claiming by or through Space Occupant.

3. If the Lease terminates, then the License shall automatically terminate concurrently therewith.

4. All waivers and releases set forth in the Lease that apply as between Landlord and Tenant thereunder shall also apply as between Landlord and Licensee.

5. Tenant shall delivery to Landlord a certificate of insurance from Space Occupant, as insured, evidencing no less than the insurance requirements set forth in Section 17 of the Lease concurrent with Tenant’s delivery to Landlord of a fully executed copy of this Acknowledgment and prior to the expiration of the expiration of such policy.

6. Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any loss or liability arising from any commissions or fees payable in connection with the License.

7. Notwithstanding anything in the License to the contrary, Landlord and Space Occupant each hereby release the other, and waive their respective rights of recovery against the other for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party to the extent of such insurance and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

8. Tenant and Space Occupant agree that upon any conflict between the terms of the License and this Acknowledgment, the terms of this Acknowledgment shall control.

9. This Acknowledgment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of Commonwealth of Massachusetts, without regard to its principles of conflicts of law.

10. Tenant and Space Occupant are currently (a) in compliance with (and are required to at all times during the term of the License to remain) in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the “**OFAC Rules**”), (b) not listed on, and shall not during the term of the License be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

This Acknowledgment may be executed in any number of counterparts and does not affect or modify the Lease. Tenant, Landlord and Space Occupant have caused their duly authorized representatives to execute this Acknowledgment as of the date first above written.

*[Signature page follows]*

**TENANT:**

**OMEGA THERAPEUTICS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

I hereby certify that the signature, name, and title above are my signature, name and title.

**SPACE OCCUPANT:**

\_\_\_\_\_,  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

I hereby certify that the signature, name, and title above are my signature, name and title.

**LANDLORD:**

**ARE-MA REGION NO. 94, LLC,**  
a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,  
a Delaware limited partnership,  
managing member

By: ARE-QRS CORP.,  
a Maryland corporation,  
general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SHARED SPACE ARRANGEMENT**

This shared space arrangement (this “**Shared Space Arrangement**”) is made and entered into effective as of the 18th day of November, 2024 (the “**Effective Date**”) by and between **Omega Therapeutics, Inc.**, a Delaware corporation (“**Licensor**” or “**Tenant**”) with an address of 140 First Street, Ste 501, Cambridge, Massachusetts 02141, and **Flagship Labs 107, Inc.**, a Delaware corporation (“**Licensee**” or “**Space Occupant**”), with an address of 55 Cambridge Parkway, Suite 800E, Cambridge, Massachusetts 02142.

**RECITALS**

WHEREAS, ARE-MA REGION NO. 94, LLC, a Delaware limited liability company (“**Prime Landlord**” or “**Landlord**”) entered into that certain Lease (as may be amended, the “**Prime Lease**”) dated November 4, 2021, whereby Prime Landlord leased to Licensor, as tenant, approximately 89,246 rentable square feet consisting of approximately 78,380 rentable square feet for the Shared Space Arrangement in the building located at 140 First Street, Cambridge, Massachusetts 02141 (the “**Premises**”).

WHEREAS, the parties acknowledge that Licensee meets the definition of a “Flagship Pioneering Entity” as set forth in Section 22(c) of the Prime Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree to the following:

1. **License:** Licensor hereby grants Licensee, and Licensee hereby accepts from Licensor, the non-exclusive license and privilege to use and operate within the Shared Space (as hereinafter defined) in accordance with the terms and conditions of this Shared Space Arrangement, together with the right to exercise, in common with Licensor and others entitled thereto, Licensor’s right to use the common areas under the Prime Lease necessary or appropriate to Licensee’s use of the Shared Space. Licensee acknowledges and agrees that it is subject to the insurance and liability provisions of the Prime Lease. This Shared Space Arrangement does not convey title to any land or buildings, and in no event shall it be deemed an estate in land or a tenancy. Licensee acknowledges and agrees that in no event shall this Shared Space Arrangement grant, or be deemed to have granted Licensee any rights whatsoever against Prime Landlord with respect to the Premises.
2. **Shared Space:** This Shared Space Arrangement shall allow Licensee to use only the space within the Premises consisting of approximately 1,600 rentable square feet effective November 18, 2024 and as more particularly shown on Exhibit A attached hereto (the “**Shared Space**”), which may be amended by mutual agreement set forth in writing between the parties. Notwithstanding anything to the contrary contained herein, the parties acknowledge that a portion of the Shared Space shall be for the shared use of Licensee, Licensor and other licensees within the Premises (the “**Common Areas**”). The use of such Common Areas shall be in accordance with this Shared Space Arrangement and any reasonable rules and regulations promulgated for their use hereafter.

3. **Term; License Fee:**

- (a) The term (“**Term**”) of this Shared Space Arrangement shall commence on the Effective Date (the “**Term Commencement Date**”) and continue through August 31, 2026 after which the Term shall automatically renew for successive one-month periods without any action by Licensor or Licensee, and Licensor or Licensee may terminate this Shared Space Arrangement upon written notice to Licensor and/or Licensee (as applicable) at any time, for any reason or no reason, effective 60 days following notice of termination to the other party. In no event will the Term extend beyond the expiration of the Prime Lease.
- (b) Licensee will pay a “**License Fee**,” which is its monthly proportionate share of Tenant’s cost of the actual Base Rent and Additional Rent (each as defined in the Prime Lease), and any additional sums which are paid by Licensor for the use and occupancy of the Shared Space including but not limited to utilities, building maintenance, waste removal, alarm and security services, property management fee, and parking. Licensee’s proportionate share of: (i) Tenant’s cost of the actual Base Rent shall be 2.0% effective November 18, 2024 of the actual Base Rent, (ii) Tenant’s cost of the actual Operating Expenses shall be 2.0% effective November 18, 2024 of Tenant’s Share of Operating Expenses of Building (as such term is defined in the basic lease information of the Prime Lease), (iii) such additional sums paid by Licensor for the use and occupancy of the Shared Space shall be 2.0% effective November 18, 2024 of any amounts actually charged by Prime Landlord.
- (c) Licensee shall begin paying the License Fee to Licensor on the Effective Date. All License Fee payments are due and payable in advance on the first day of each calendar month, without demand, deduction, counterclaim or setoff. The License Fee for any partial month shall be prorated and paid on the first of such month.
4. **Use of the Shared Space:** Licensee agrees to only use the Shared Space consistent with the terms of the Prime Lease. In no event shall Licensee make any alterations to the Premises without Licensor’s prior written approval, which approval Licensor may withhold in its sole and absolute discretion. Licensor will make available to Licensee 1 of the parking spaces made available to Licensor by Prime Landlord, subject to all of the terms and conditions applicable to Licensor in the Prime Lease.
5. **Default and Liability for Damages:** Licensor may terminate this Shared Space Arrangement, effective immediately, and require Licensee to immediately vacate the Shared Space in the event (i) Licensee or any employee, agent, representative or invitee of Licensee (collectively, a “**Licensee Party**”) causes a default under the Prime Lease, (ii) Licensee is in default of any provision, obligation or covenant set forth in this Shared Space Arrangement, or (iii) a Licensee Party acts or behaves in a manner deemed by Licensor, in its sole discretion, as dangerous or threatening. Licensee shall be liable, and hereby accepts responsibility for any damage to equipment, furnishings, and any other property of Licensor or Prime Landlord (including, without limitation, damage to the Premises), caused by Licensee or a Licensee Party, excluding damage due to normal wear and tear. Licensee agrees to pay the cost to repair or replace (at full replacement cost) any damaged property, subject to any waivers of subrogation contained in any property insurance policies.

6. **Indemnity:** Subject to any waiver of subrogation contained in any property insurance policies held or required to be held hereunder, and except to the extent arising out of the negligence or willful misconduct of Licensor or any of Licensor's employees, agents, representatives or invitees, Licensee agrees to indemnify and save harmless Licensor and its partners, employees, agents, independent contractors, clients and invitees (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), from and against any and all claims, liabilities, suits, judgments, awards, damages, losses, fines, penalties, costs and expenses, including without limitation reasonable attorneys' fees (collectively, "**Claims**"), that any Indemnified Party may suffer, incur or be liable for by reason of or arising out of the breach by Licensee or any Licensee Party of any of the duties, obligations, liabilities or covenants applicable hereunder or relating to its occupancy or use of the Shared Space. Licensor shall promptly notify Licensee of any such claim and shall promptly deliver to the other a copy of any summons or other process, pleading or notice issued in any action or proceeding to assert any such claim.

Subject to any waiver of subrogation contained in any property insurance policies held or required to be held hereunder, and except to the extent arising out of the negligence or willful misconduct of Licensee or any Licensee Party, Licensor agrees to indemnify and save harmless Licensee and its Indemnified Parties, from and against any and all Claims, that Licensee or its Indemnified Party may suffer, incur or be liable for by reason of or arising out of the negligence or willful misconduct by Licensor or any employee, agent, representative or invitee of Licensor relating to its occupancy or use of the Premises. Licensee shall promptly notify Licensor of any such claim and shall promptly deliver to the other a copy of any summons or other process, pleading or notice issued in any action or proceeding to assert any such claim.

Notwithstanding anything to the contrary contained herein, in no event shall either party be liable under this Shared Space Arrangement for any indirect, consequential or punitive damages. In no event shall the partners, principals, members, officers, stockholders, directors, employees or agents of either Licensor or Licensee be personally liable for the performance of that party's obligations under this Shared Space Arrangement.

7. **Confidentiality:** Each party shall hold the Confidential Information (as hereinafter defined) of the other party in strict confidence and shall not use, or disclose such information to any person, except as explicitly permitted by this Shared Space Arrangement. In protecting the Confidential Information, each party shall use the same degree of care as each party uses to protect its own confidential information of a similar nature (but in no event less than a reasonable degree of care) and shall notify the other party of any potential or actual unauthorized disclosure or use of its Confidential Information.

(i) Each party may disclose the other party's Confidential Information to:

(1) its agents and employees only to the extent reasonably necessary to accomplish the purposes of this Shared Space Arrangement and only with the express agreement by such employees and agents that the Confidential Information is to be maintained under confidentiality and nonuse obligations that are no less protective than those in this Shared Space Arrangement; and



(2) to the extent required by applicable law, court order, or in any litigation in connection with this Shared Space Arrangement.

(ii) If either party is required to disclose any of the other party's Confidential Information pursuant to Section 7(i) above, such party will, if permitted, provide the party whose Confidential Information is being disclosed with reasonable, prior notice of the requirement and assistance (at such party's expense) so that the party that is the owner of the Confidential Information may seek to oppose the requirement to disclose or obtain a protective order preserving the confidentiality of any of its Confidential Information so disclosed.

(iii) "**Confidential Information**" shall mean: (a) all business information heard, seen or in any manner learned by either party or its respective agents, employees or Visitors (defined below) due to the parties' shared use of the Premises; (b) all information that has been or may be disclosed to either party, its employees, or agents orally or in writing, by the other party, its respective employees or agents in connection with, or incidental to, this Shared Space Arrangement or any other business dealing between Licensor and Licensee; and (c) the terms of this Shared Space Arrangement.

The Confidential Information shall not include information that (i) is or becomes available to the public through no fault of a party or its respective agents, employees or Visitors, or (ii) the receiving party can show by written records was acquired in good faith on a non-confidential basis from a third party. "**Visitors**" shall mean: all persons permitted to access the Premises by or because of either party.

Each party shall be directly liable to the other party for breaches of the confidentiality obligations set forth herein by the receiving party and its respective employees, agents and Visitors. Upon a disclosing party's request, the receiving party shall destroy, erase, or return to the disclosing party, in a manner reasonably acceptable to the disclosing party, all Confidential Information in its possession or control.

Each party hereby acknowledges and agrees that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by either disclosing party as a result of a breach of any of the confidentiality provisions of this Shared Space Arrangement. Accordingly, a disclosing party shall be entitled to equitable relief, including injunctive relief and specific performance, to prevent or end a breach of the confidentiality provisions of this Shared Space Arrangement without the need to show irreparable harm or to submit proof of the economic value of any Confidential Information. Such equitable relief shall not be deemed to be the exclusive remedy for any breach of this Shared Space Arrangement, but shall be in addition to all other remedies at law or in equity.

Each party's obligations of confidentiality and nonuse of the Confidential Information under this Shared Space Arrangement shall survive the termination of this Shared Space Arrangement.

8. **Insurance:** Licensee shall carry and maintain the same insurance policies and in such amounts that are applicable to Licensor under the Prime Lease, and Licensee shall have Licensor and Prime Landlord named as additional insureds under such policies.

9. **Notice:** If a demand, request, appeal, consent or notice (collectively referred to as a “**notice**”) shall or may be given in accordance with this Shared Space Arrangement, the notice shall be given in writing by physical mail, or by e-mail, to one or more responsible parties, provided that there is a reasonable record kept thereof as relating to both the date of the communication and as to the content thereof. Such a reasonable record can include printed or electronic copies of said communications. Any notice that is sent by mail shall be deemed received, if properly addressed, three (3) business days after any such notice is deposited in the United States mail certified, postage-prepaid, return-receipt requested. If Licensee’s address as set forth below is given as blank or as being within the Premises, then notice shall be deemed received if delivered by hand to the company’s mailbox within the Premises. Any notice under this Shared Space Arrangement that is sent by e-mail shall be deemed received, if delivered to the e-mail address set forth below or, if to Licensee, another e-mail address reasonably believed by Licensor as being that of a responsible party of Licensee, three (3) business days after any such notice is sent, provided that no automatic response has been received from the recipient’s e-mail system indicating non-receipt of the e-mail message or unavailability of the recipient. No oral communication shall be deemed a notice under this Shared Space Arrangement.

Licensor: Omega Therapeutics, Inc.  
140 First Street, Suite 501  
Cambridge, MA 02141  
Attn: Barbara Chan  
Email: [\*\*\*]  
With a mandatory copy sent to [\*\*\*].

Licensee: Notice shall be sent to the address set forth on the Signature Page  
With a mandatory copy to: [\*\*\*]

10. **Assignment:** Licensee shall have no right to assign, transfer or otherwise encumber this Shared Space Arrangement.
11. **Furniture and Equipment:** Licensee shall have, as appurtenant to the Shared Space, the use of the furniture and equipment located in the Shared Space as of the Term Commencement Date (the “Equipment”) during the Term. Licensee agrees to take all actions necessary or appropriate to ensure that the Equipment shall be and remain personal property, and nothing in this Shared Space Arrangement shall be constituted as conveying to Licensee any interest in the Equipment other than its interest as a Licensee. The Equipment shall be used by Licensee only at the Shared Space and in the ordinary conduct of its business. Licensee hereby assumes all risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment (unless through Licensor’s negligence or willful misconduct), howsoever arising, in connection with any event occurring prior to such Equipment’s return in accordance herewith. In addition, as Licensor is not the manufacturer or vendor of the Equipment, it makes no other representation or warranty, express or implied, as to any matter whatsoever, including without limitation the design or condition of the Equipment, its merchantability, durability, suitability or fitness for any particular purpose, the quality of the material or workmanship of the Equipment, or the conformity of the Equipment to the provisions or specifications of any purchase order relating thereto, and Licensor hereby disclaims any and all such representations and warranties. At the expiration or earlier termination of the Term, Licensee shall return the Equipment to Licensor in the same condition as when delivered to Licensee, ordinary wear and tear from proper use and damage caused by Licensor’s negligence or willful misconduct excepted.

12. **Choice of Law:** The parties agree that the interpretation, instruction and enforcement of this contract shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts of laws.
13. **Nature of Agreement:** The parties agree that any oral discussion regarding modifying this Shared Space Arrangement shall be deemed by both parties to be exploratory in nature, and shall be binding on the parties only when reduced to writing and acknowledged in writing by both parties as agreed. This shall be the case even if one or both parties begin to operate on the basis of an oral discussion as though such discussion represented a definitive agreement. Failure of either party to enforce any provision of this Shared Space Arrangement shall not constitute a waiver of that term of this Shared Space Arrangement, and such provision may be enforced later, at any time, without prejudice.
14. **Multiple and Electronic Counterparts:** This Shared Space Arrangement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute a single instrument. The counterparts of this Shared Space Arrangement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
15. **Additional Requirements and Provisions:**
  - (a) Licensors and Licensee hereby agree that a copy of this Shared Space Arrangement shall be provided to Landlord prior to the Effective Date of the License, and that Licensor, Licensee and Landlord shall execute a Shared Space Acknowledgment in the form attached hereto as Exhibit B.
  - (b) Licensee hereby agrees that if Landlord gives Licensee notice that Tenant is in default under the Lease, Licensee shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and Licensee shall agree to attorn to Landlord or its successors and assigns should the Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment.
  - (c) **Use of Hazardous Materials:** Licensee represents and warrants that as part of normal course of business in research and development, that Licensee shall obtain all necessary permits and licenses to use, store, handle, treat, generate in or dispose of from the Premises any Hazardous Materials.
    - i. **"Hazardous Materials"** means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- ii. As used herein, the term “**Environmental Requirements**” means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.
  - iii. Licensee agrees to deliver to Licensor prior to the Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, or disposal of such Hazardous Materials on or from the Premises (“**Hazardous Materials List**”).
- (d) Upon being informed by Landlord or Licensee of conditions on the character of Licensor’s occupancy in the Prime Lease (e.g., security, conditions on the use of services and utilities, restrictions on alterations of the property, abiding by rules and regulations of the site, environmental restrictions, restrictions on signage, conditions of the Premises upon surrender, etc.) Licensee shall, and Licensee shall ensure that its agents, employees and Visitors shall, abide by such conditions.

[Signature Page Follows]

**SIGNATURE PAGE (ALL FIELDS BELOW MUST BE COMPLETED)**

**LICENSEE:**

**Name of Licensee organization's legal entity:**  
**Flagship Labs 107, Inc.**

**Signature: /s/ Lovisa Afzelius**

**Name of authorized signer: Lovisa Afzelius**

**Title: Chief Executive Officer**

**Date: November 14, 2024**

**Address of Licensee: 55 Cambridge Parkway, Suite 800E, Cambridge, Massachusetts 02142**

**Email: [\*\*\*]**

**LICENSOR:**

**Omega Therapeutics, Inc.**

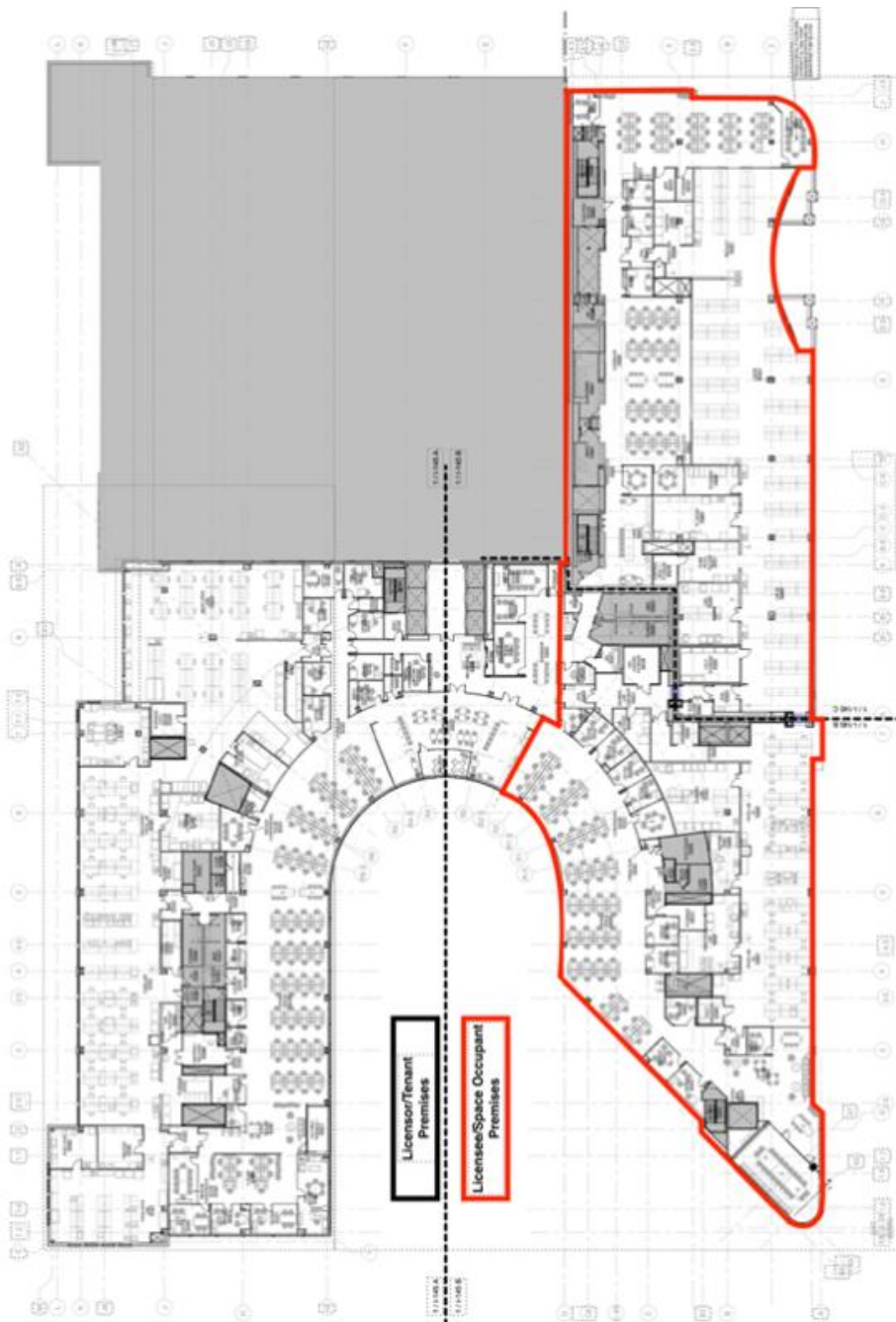
**Signature: /s/ Mahesh Karande**

**Officer's name: Mahesh Karande**

**Title: President and CEO**

**Date: November 14, 2024**

**Exhibit A**



**Exhibit B**

**FORM OF SHARED SPACE ACKNOWLEDGMENT**

This Acknowledgment (this “**Acknowledgment**”) is made as of \_\_\_\_\_, 202\_\_, by and among **OMEGA THERAPEUTICS, INC.**, a Delaware corporation (“**Tenant**”), having an address of \_\_\_\_\_, \_\_\_\_\_ (“**Space Occupant**”), having an address of \_\_\_\_\_, and **ARE-MA REGION NO. 94, LLC**, a Delaware limited liability company, having an address of 26 North Euclid Avenue, Pasadena, California 91101 (“**Landlord**”), with reference to the following Recitals.

**RECITALS**

**A.** Landlord and Tenant have entered into that certain Lease Agreement dated November 4, 2021 (as the same may have been amended and may in the future be amended, the “**Lease**”) wherein Tenant leases certain premises consisting of approximately 89,246 rentable square feet (the “**Premises**”) in a building located at 140 First Street, Cambridge, Massachusetts. All initially capitalized terms not otherwise defined in this Acknowledgment shall have the meanings set forth in the Lease unless the context clearly indicates otherwise.

**B.** Tenant and Space Occupant have entered into a Shared Space Arrangement dated as of \_\_\_\_\_, 20\_\_ (the “**License**”), a copy of which is attached hereto as Exhibit A pursuant to which Space Occupant has the right use and occupy a portion of the Premises, as more particularly described in in the License.

**NOW, THEREFORE**, as required under Section 22(c) of the Lease, Tenant, Landlord and Space Occupant hereby acknowledge and agree:

1. Tenant and Space Occupant each represent and warrant to Landlord that the copy of the License attached hereto as Exhibit A is true, correct and complete.
2. The terms of the License are subject and subordinate to the terms of the Lease. Landlord shall have no obligations to Space Occupant or any party claiming by or through Space Occupant.
3. If the Lease terminates, then the License shall automatically terminate concurrently therewith.
4. All waivers and releases set forth in the Lease that apply as between Landlord and Tenant thereunder shall also apply as between Landlord and Licensee.
5. Tenant shall delivery to Landlord a certificate of insurance from Space Occupant, as insured, evidencing no less than the insurance requirements set forth in Section 17 of the Lease concurrent with Tenant’s delivery to Landlord of a fully executed copy of this Acknowledgment and prior to the expiration of the expiration of such policy.
6. Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any loss or liability arising from any commissions or fees payable in connection with the License.

7. Notwithstanding anything in the License to the contrary, Landlord and Space Occupant each hereby release the other, and waive their respective rights of recovery against the other for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party to the extent of such insurance and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

8. Tenant and Space Occupant agree that upon any conflict between the terms of the License and this Acknowledgment, the terms of this Acknowledgment shall control.

9. This Acknowledgment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of Commonwealth of Massachusetts, without regard to its principles of conflicts of law.

10. Tenant and Space Occupant are currently (a) in compliance with (and are required to at all times during the term of the License to remain) in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the “**OFAC Rules**”), (b) not listed on, and shall not during the term of the License be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

This Acknowledgment may be executed in any number of counterparts and does not affect or modify the Lease. Tenant, Landlord and Space Occupant have caused their duly authorized representatives to execute this Acknowledgment as of the date first above written.

*[Signature page follows]*



**TENANT:**

**OMEGA THERAPEUTICS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

I hereby certify that the signature, name, and title above are my signature, name and title.

**SPACE OCCUPANT:**

\_\_\_\_\_,

a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

I hereby certify that the signature, name, and title above are my signature, name and title.

**LANDLORD:**

**ARE-MA REGION NO. 94, LLC,**  
a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,  
a Delaware limited partnership,  
managing member

By: ARE-QRS CORP.,  
a Maryland corporation,  
general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

### **Amended and Restated Employment Agreement**

This Amended and Restated Employment Agreement (this "Agreement") is made by and between Omega Therapeutics, Inc., a Delaware corporation (together with any successor thereto, the "Company"), and Kaan Certel ("Executive") (collectively referred to herein as the "Parties" or individually referred to as a "Party") effective as of November 14, 2024 (the "Effective Date").

#### **RECITALS**

- A. Executive and the Company are currently parties to (1) that certain Employment Agreement, dated as of May 7, 2024 (the "Prior Employment Agreement"), under which Executive serves as the Chief Business Officer of the Company, (2) that certain Employee Non-Solicitation, Confidentiality and Assignment Agreement and that certain Employee Non-Competition Agreement, attached as Exhibit B (together, the "Restrictive Covenant Agreement") and (3) that certain letter agreement regarding a one-time special bonus, dated October 7, 2024 (the "Special Bonus Letter");
- B. It is the desire of the Company to continue to assure itself of the services of Executive as of the Effective Date and thereafter by entering into this Agreement, which for the avoidance of doubt, shall supersede and replace the Prior Employment Agreement as of the Effective date; and
- C. Executive and the Company mutually desire that from and after the Effective Date, Executive continue to provide services to the Company on the terms herein provided.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties hereto agree as follows:

##### **1. Employment.**

(a) General. Effective on the Effective Date, the Company shall employ Executive, and Executive shall be employed by the Company, for the period and in the positions set forth in this Section 1, and subject to the other terms and conditions herein provided.

(b) At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be at-will, as defined under applicable law, and that Executive's employment with the Company may be terminated by either Party at any time for any or no reason (subject to the notice requirements of Section 3(b)). This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive and a duly authorized officer of the Company. If Executive's employment terminates for any reason, Executive shall not be entitled to any payments, benefits, damages, award or compensation other than as provided in this Agreement or otherwise agreed to in writing by the Company or as provided by applicable law. The term of this Agreement (the "Term") shall commence on the Effective Date and end on the date this Agreement is terminated under Section 3.

(c) Positions and Duties. During the Term, Executive shall serve as President and Chief Executive Officer of the Company, with such responsibilities, duties and authority normally associated with such position and as may from time to time be assigned to Executive by the Board of Directors of the Company or an authorized committee thereof (in either case, the "Board"). Executive shall devote substantially all of Executive's working time and efforts to the business and affairs of the Company (which shall include service to its affiliates, if applicable) and shall not engage in outside business activities

(including serving on outside boards or committees) without the consent of the Board, provided that Executive shall be permitted to (i) manage Executive's personal, financial and legal affairs, (ii) participate in trade associations, and (iii) serve on the board of directors of not-for-profit or tax-exempt charitable organizations, in each case, subject to compliance with this Agreement and provided that such activities do not materially interfere with Executive's performance of Executive's duties and responsibilities hereunder. Executive agrees to observe and comply with the rules and policies of the Company as adopted by the Company from time to time, in each case, as amended from time to time, and as delivered or made available to Executive (each, a "Policy").

## **2. Compensation and Related Matters.**

(a) Annual Base Salary. During the Term, Executive shall receive a base salary at a rate of \$520,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company and shall be pro-rated for partial years of employment. Such annual base salary shall be reviewed (and may be adjusted) from time to time by the Board of Directors of the Company or an authorized committee of the Board (in either case, the "Board") (such annual base salary, as it may be adjusted from time to time, the "Annual Base Salary").

(b) Annual Cash Bonus Opportunity. During the Term, Executive will be eligible to participate in an annual incentive program established by the Board. Executive's annual incentive compensation under such incentive program (the "Annual Bonus") shall be targeted at 50% of Executive's Annual Base Salary (such target, as may be adjusted by the Board from time to time, the "Target Annual Bonus"). The Annual Bonus payable under the incentive program shall be based on the achievement of performance goals to be determined by the Board. The payment of any Annual Bonus pursuant to the incentive program shall be subject to Executive's continued employment with the Company through the date of payment, except as otherwise provided in Section 4(b).

(c) Benefits. During the Term, Executive shall be eligible to participate in employee benefit plans, programs and arrangements of the Company, subject to the terms and eligibility requirements thereof and as such plans, programs and arrangements may be amended or in effect from time to time. In no event shall Executive be eligible to participate in any severance plan or program of the Company, except as set forth in Section 4 of this Agreement.

(d) Vacation. During the Term, Executive shall be entitled to paid personal leave in accordance with the Company's Policies. Any vacation shall be taken at the reasonable and mutual convenience of the Company and Executive.

(e) Business Expenses. During the Term, the Company shall reimburse Executive for all reasonable travel and other business expenses incurred by Executive in the performance of Executive's duties to the Company in accordance with the Company's expense reimbursement Policy.

(f) Key Person Insurance. At any time during the Term, the Company shall have the right (but not the obligation) to insure the life of Executive for the Company's sole benefit. The Company shall have the right to determine the amount of insurance and the type of policy. Executive shall reasonably cooperate with the Company in obtaining such insurance by submitting to physical examinations, by supplying all information reasonably required by any insurance carrier, and by executing all necessary documents reasonably required by any insurance carrier, provided that any information provided to an insurance company or broker shall not be provided to the Company without the prior written authorization of Executive. Executive shall incur no financial obligation by executing any required document and shall have no interest in any such policy.

(g) Sign-On Bonus. Executive acknowledges and agrees that his Signing Bonus (as defined in the Prior Employment Agreement) remains subject to repayment under certain circumstances as follows: if Executive's employment is terminated by the Company for Cause or by Executive other than for Good Reason (as defined below), in either case on or before May 28, 2025, within 15 days after such termination Executive will repay the Company the full gross amount of the Signing Bonus, or, if Executive's employment is terminated by the Company for Cause or by Executive other than for Good Reason, in either case after May 28, 2025 and on or before May 28, 2026, within 15 days after such termination Executive will repay the Company an amount equal to 50% of the Signing Bonus. The Company will be entitled (but not required) to deduct the amount of any such repayment obligations pursuant to this Section 2(g) from any after-tax amounts otherwise payable to Executive by the Company or any of its affiliates.

(h) Special Bonus Letter. Executive shall remain eligible to receive a one-time special bonus contingent on a business development transaction in accordance with and subject to the terms of the Special Bonus Letter, which terms are incorporated herein by reference.

### **3. Termination.**

Executive's employment hereunder and the Term may be terminated by the Company or Executive, as applicable, without any breach of this Agreement under the following circumstances and the Term will end on the Date of Termination:

(a) Circumstances.

(i) *Death*. Executive's employment hereunder shall terminate upon Executive's death.

(ii) *Disability*. If Executive has incurred a Disability, as defined below, the Company may terminate Executive's employment, provided that such termination would not violate any federal or state disability, paid family leave or other applicable law.

(iii) *Termination for Cause*. The Company may terminate Executive's employment for Cause, as defined below.

(iv) *Termination without Cause*. The Company may terminate Executive's employment without Cause.

(v) *Resignation from the Company with Good Reason*. Executive may resign Executive's employment with the Company with Good Reason, as defined below.

(vi) *Resignation from the Company without Good Reason*. Executive may resign Executive's employment with the Company for any reason other than Good Reason or for no reason.

(b) Notice of Termination. Any termination of Executive's employment by the Company or by Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)), shall be communicated by a written notice to the other Party hereto (i) indicating the specific termination provision in this Agreement relied upon, (ii) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, if applicable, and (iii) specifying a Date of Termination which, if submitted by Executive, shall be at least thirty (30) days following the date of such notice (a "Notice of Termination"); *provided, however*, that in the event that Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, change the Date of Termination to any date that occurs following the date of the Company's receipt of such

Notice of Termination and is prior to the date specified in such Notice of Termination, but the termination will still be considered a resignation by Executive. A Notice of Termination submitted by the Company may provide for a Date of Termination on the date Executive receives the Notice of Termination, or any date thereafter elected by the Company. The failure by either Party to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason shall not waive any right of the Party hereunder or preclude the Party from asserting such fact or circumstance in enforcing the Party's rights hereunder.

(c) Company Obligations upon Termination. Upon termination of Executive's employment pursuant to any of the circumstances listed in this Section 3, Executive (or Executive's estate) shall be entitled to receive the sum of: (i) the portion of Executive's Annual Base Salary earned through the Date of Termination, but not yet paid to Executive; (ii) any expense reimbursements owed to Executive pursuant to Section 2(e); and (iii) any amount accrued and arising from Executive's participation in, or benefits accrued under any employee benefit plans, programs or arrangements, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements (collectively, the "Company Arrangements"). Except as otherwise expressly required by law (e.g., COBRA) or as specifically provided herein, all of Executive's rights to salary, severance, benefits, bonuses and other compensatory amounts hereunder (if any) shall cease upon the termination of Executive's employment hereunder. In the event that Executive's employment is terminated by the Company for any reason, Executive's sole and exclusive remedy shall be to receive the payments and benefits described in this Section 3(c) or Section 4, as applicable.

(d) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company or any of its subsidiaries.

#### **4. Severance Payments.**

(a) Termination for Cause, or Termination Upon Death, Disability or Resignation from the Company Without Good Reason. If Executive's employment shall terminate as a result of Executive's death pursuant to Section 3(a)(i) or Disability pursuant to Section 3(a)(ii), pursuant to Section 3(a)(iii) for Cause, or pursuant to Section 3(a)(vi) for Executive's resignation from the Company without Good Reason, then Executive shall not be entitled to any severance payments or benefits, except as provided in Section 3(c).

(b) Termination without Cause, or Resignation from the Company with Good Reason. If Executive's employment terminates without Cause pursuant to Section 3(a)(iv), or pursuant to Section 3(a)(v) due to Executive's resignation with Good Reason, then except as otherwise provided under Section 4(c) and subject to Executive signing on or before the 21st day following Executive's Separation from Service (as defined below), and not revoking, a release of claims substantially in the form attached as Exhibit A to this Agreement (the "Release") and Executive's continued compliance with Section 5, Executive shall receive, in addition to payments and benefits set forth in Section 3(c), the following:

(i) an amount in cash equal to 0.75 times the Annual Base Salary, payable in the form of salary continuation in regular installments over the 9-month period following the date of Executive's Separation from Service (the "Severance Period") in accordance with the Company's normal payroll practices;

(ii) to the extent unpaid as of the Date of Termination, an amount of cash equal to any Annual Bonus earned by Executive for the Company's fiscal year prior to the fiscal year in which the Date of Termination occurs, as determined by the Board in its discretion based upon actual performance achieved, which Annual Bonus, if any, shall be paid to Executive in the fiscal year in which the Date of Termination occurs when bonuses for such prior fiscal year are paid in the ordinary course to actively employed senior executives of the Company; and

(iii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans, less the amount Executive would have had to pay to receive such coverage as an active employee based on the cost sharing levels in effect on the Date of Termination, during the period commencing on Executive's Separation from Service and ending upon the earliest of (A) the last day of the Severance Period, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA or (C) the date Executive becomes eligible to receive medical, dental or vision coverage, as applicable, from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility) (the "COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Date of Termination (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive such group health coverage as an active employee for Executive and Executive's covered dependents based on the cost sharing levels in effect on the Date of Termination, which payments shall for the remainder of the COBRA Continuation Period.

(c) Change in Control. In lieu of the payments and benefits set forth in Section 4(b), in the event Executive's employment terminates without Cause pursuant to Section 3(a)(iv), or pursuant to Section 3(a)(v) due to Executive's resignation with Good Reason, in either case, on or within twelve (12) months following the date of a Change in Control, subject to Executive signing on or before the 21st day following Executive's Separation from Service, and not revoking, the Release and Executive's continued compliance with Section 5, Executive shall receive, in addition to the payments and benefits set forth in Section 3(c), the following:

(i) an amount in cash equal to 1.0 times the Annual Base Salary, payable in equal installments over the 12-month period following the date of Executive's Separation from Service (the "CIC Severance Period") in accordance with the Company's normal payroll practices;

(ii) the payment set forth in Section 4(b)(ii);

(iii) the benefits set forth in Section 4(b)(iii), provided that for this purpose, the "Severance Period" will mean the CIC Severance Period;

(iv) an amount in cash equal to 1.0 times the Target Annual Bonus, payable in a lump sum on the Company's first ordinary payroll date that occurs after the Date of Termination; and

(v) all unvested equity or equity-based awards held by Executive under any Company equity compensation plans that vest solely based on continued employment or service shall immediately become 100% vested, with any other equity or equity-based awards being governed by the terms of the applicable award agreement.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5 through 9 will survive the termination of Executive's employment and the termination of the Term.

**5. Restrictive Covenants.** Executive agrees to abide by the terms of the Restrictive Covenant Agreement, which are hereby incorporated by reference into this Agreement. Executive acknowledges that the provisions of the Restrictive Covenant Agreement will survive the termination of Executive's employment and the termination of the Term for the periods set forth in the Restrictive Covenant Agreement.

**6. Assignment and Successors.**

The Company may assign its rights and obligations under this Agreement to any of its affiliates or to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise) and may assign or encumber this Agreement and its rights hereunder as security for indebtedness of the Company and its affiliates. This Agreement shall be binding upon and inure to the benefit of the Company, Executive and their respective successors, assigns, personal and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only by will or operation of law. Notwithstanding the foregoing, Executive shall be entitled, to the extent permitted under applicable law and applicable Company Arrangements, to select and change a beneficiary or beneficiaries to receive compensation hereunder following Executive's death by giving written notice thereof to the Company.

**7. Certain Definitions.**

(a) Cause. The Company shall have "Cause" to terminate Executive's employment hereunder upon:

(i) The Board's reasonable, good faith determination that Executive has refused to (A) substantially perform the duties associated with Executive's position with the Company or (B) carry out the reasonable and lawful instructions of the Board concerning duties or actions consistent with the Executive's position with the Company;

(ii) Executive's breach of a material provision of this Agreement that, to the extent capable of cure, has remained uncured for a period of thirty (30) days following written notice from the Company;

(iii) Executive's conviction, plea of no contest, plea of *nolo contendere*, or imposition of unadjudicated probation for any felony or crime involving moral turpitude;

(iv) Executive's unlawful use (including being under the influence) or possession of illegal drugs on the Company's (or any of its affiliate's) premises or while performing Executive's duties and responsibilities under this Agreement; or

(v) Executive's commission of any act of fraud, embezzlement, misappropriation, willful misconduct, or breach of fiduciary duty against the Company or any of its affiliates.

(b) Change in Control. "Change in Control" shall have the meaning set forth in the Omega Therapeutics, Inc. 2021 Incentive Award Plan, as in effect on the Effective Date.

(c) Code. “Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

(d) Date of Termination. “Date of Termination” shall mean (i) if Executive’s employment is terminated by Executive’s death, the date of Executive’s death; or (ii) if Executive’s employment is terminated pursuant to Section 3(a)(ii) – (vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 3(b), whichever is earlier.

(e) Disability. “Disability” shall mean, at any time the Company or any of its affiliates sponsors a long-term disability plan for the Company’s employees, “disability” as defined in such long-term disability plan for the purpose of determining a participant’s eligibility for benefits, *provided, however*, if the long-term disability plan contains multiple definitions of disability, “Disability” shall refer to that definition of disability which, if Executive qualified for such disability benefits, would provide coverage for the longest period of time. The determination of whether Executive has a Disability shall be made by the person or persons required to make disability determinations under the long-term disability plan. At any time the Company does not sponsor a long-term disability plan for its employees, “Disability” shall mean Executive’s inability to perform, with or without reasonable accommodation, the essential functions of Executive’s positions hereunder for a total of three months during any six-month period as a result of incapacity due to mental or physical illness as determined by a physician selected by the Company or its insurers and acceptable to Executive or Executive’s legal representative, with such agreement as to acceptability not to be unreasonably withheld or delayed. Any refusal by Executive to submit to a medical examination for the purpose of determining Disability shall be deemed to constitute conclusive evidence of Executive’s Disability.

(f) Good Reason. For the sole purpose of determining Executive’s right to severance payments and benefits as described above, Executive’s resignation will be with “Good Reason” if Executive resigns within ninety (90) days after any of the following events, unless Executive consents in writing to the applicable event: (i) a reduction in Executive’s Annual Base Salary or Target Annual Bonus, (ii) a material decrease in Executive’s authority or areas of responsibility as are commensurate with Executive’s title or position with the Company, (iii) the relocation of Executive’s primary office to a location more than twenty-five (25) miles from the Executive’s primary office as of the date of this Agreement or (iv) the Company’s breach of a material provision of this Agreement. Notwithstanding the foregoing, no Good Reason will have occurred unless and until: (a) Executive has provided the Company, within sixty (60) days of Executive’s knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) the Company has had an opportunity to cure the same within thirty (30) days after the receipt of such notice; and (c) the Company shall have failed to so cure within such period.

## **8. Parachute Payments.**

(a) Notwithstanding any other provisions of this Agreement or any Company equity plan or agreement, in the event that any payment or benefit by the Company or otherwise to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (all such payments and benefits, including the payments and benefits under Section 4 hereof, being hereinafter referred to as the “Total Payments”), would be subject (in whole or in part) to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then the Total Payments shall be reduced (in the order provided in Section 8(b)) to the minimum extent necessary to avoid the imposition of the Excise Tax on the Total Payments, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total



Payments without such reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and the amount of the Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(b) The Total Payments shall be reduced in the following order: (i) reduction on a pro rata basis of any cash severance payments that are exempt from Section 409A of the Code (“Section 409A”), (ii) reduction on a pro rata basis of any non-cash severance payments or benefits that are exempt from Section 409A, (iii) reduction on a pro rata basis of any other payments or benefits that are exempt from Section 409A, and (iv) reduction of any payments or benefits otherwise payable to Executive on a pro rata basis or such other manner that complies with Section 409A; provided, in case of clauses (ii), (iii) and (iv), that reduction of any payments attributable to the acceleration of vesting of Company equity awards shall be first applied to Company equity awards that would otherwise vest last in time.

(c) All determinations regarding the application of this Section 8 shall be made by an accounting firm or consulting group with experience in performing calculations regarding the applicability of Section 280G of the Code and the Excise Tax selected by the Company (the “Independent Advisors”). For purposes of determinations, no portion of the Total Payments shall be taken into account which, in the opinion of the Independent Advisors, (i) does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) or (ii) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the “base amount” (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation. The costs of obtaining such determination and all related fees and expenses (including related fees and expenses incurred in any later audit) shall be borne by the Company.

(d) In the event it is later determined that a greater reduction in the Total Payments should have been made to implement the objective and intent of this Section 8, the excess amount shall be returned promptly by Executive to the Company.

## **9. Miscellaneous Provisions.**

(a) Governing Law. This Agreement shall be governed, construed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the Commonwealth of Massachusetts without reference to the principles of conflicts of law of the Commonwealth of Massachusetts or any other jurisdiction that would result in the application of the laws of a jurisdiction other than the Commonwealth of Massachusetts, and where applicable, the laws of the United States.

(b) Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(c) Notices. Any notice, request, claim, demand, document and other communication hereunder to any Party shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by facsimile or certified or registered mail, postage prepaid, as follows:

- (i) If to the Company, to the Secretary of the Company at the Company’s headquarters,

(ii) If to Executive, to the last address that the Company has in its personnel records for Executive, or

(iii) At any other address as any Party shall have specified by notice in writing to the other Party.

(d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Signatures delivered by facsimile or PDF shall be deemed effective for all purposes.

(e) Entire Agreement. The terms of this Agreement, and the Restrictive Covenant Agreement incorporated herein by reference as set forth in Section 5, are intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and supersede all prior understandings and agreements, whether written or oral, including any prior employment offer letter or employment agreement between Executive and the Company. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

(f) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by Executive and a duly authorized officer of Company. By an instrument in writing similarly executed, Executive or a duly authorized officer of the Company may waive compliance by the other Party with any specifically identified provision of this Agreement that such other Party was or is obligated to comply with or perform; *provided, however*, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. No failure to exercise and no delay in exercising any right, remedy, or power hereunder will preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

(g) Construction. This Agreement shall be deemed drafted equally by both the Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (i) the plural includes the singular and the singular includes the plural; (ii) "and" and "or" are each used both conjunctively and disjunctively; (iii) "any," "all," "each," or "every" means "any and all," and "each and every"; (iv) "includes" and "including" are each "without limitation"; (v) "herein," "hereof," "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (vi) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

(h) Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by a binding arbitration process administered by JAMS/Endispute in Boston, Massachusetts. Such arbitration shall be conducted in accordance with the then-existing JAMS/Endispute Rules of Practice and Procedure, with the following exceptions if in conflict: (i) one arbitrator who is a retired judge shall be chosen by JAMS/Endispute; (ii) each Party to the arbitration will pay one-half of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (iii) arbitration may proceed in the absence of any Party if written notice (pursuant to the JAMS/Endispute rules and regulations) of the proceedings has been given to such Party. Each Party shall bear its own attorney's fees and expenses; provided that the arbitrator may assess the prevailing Party's fees and costs against the non-prevailing Party as part of the arbitrator's award.

The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this subsection shall be construed as precluding the bringing of an action for injunctive relief or specific performance as provided in this Agreement or the Restrictive Covenant Agreement. This dispute resolution process and any arbitration hereunder shall be confidential and neither any Party nor the neutral arbitrator shall disclose the existence, contents or results of such process without the prior written consent of all Parties, except where necessary or compelled in a court to enforce this arbitration provision or an award from such arbitration or otherwise in a legal proceeding. If JAMS/Endispute no longer exists or is otherwise unavailable, the Parties agree that the American Arbitration Association (“AAA”) shall administer the arbitration in accordance with its then-existing rules as modified by this subsection. In such event, all references herein to JAMS/Endispute shall mean AAA. Notwithstanding the foregoing, Executive and the Company each have the right to resolve any issue or dispute over intellectual property rights by court action instead of arbitration.

(i) Enforcement. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(j) Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on the advice of counsel if any questions as to the amount or requirement of withholding shall arise.

(k) Section 409A.

(i) *General*. The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

(ii) *Separation from Service*. Notwithstanding anything in this Agreement to the contrary, any compensation or benefits payable under this Agreement that is designated under this Agreement as payable upon Executive’s termination of employment shall be payable only upon Executive’s “separation from service” with the Company within the meaning of Section 409A (a “Separation from Service”) and, except as provided below, any such compensation or benefits described in Section 4 shall not be paid, or, in the case of installments, shall not commence payment, until the thirtieth (30th) day following Executive’s Separation from Service (the “First Payment Date”). Any installment payments that would have been made to Executive during the thirty (30) day period immediately following Executive’s Separation from Service but for the preceding sentence shall be paid to Executive on the First Payment Date and the remaining payments shall be made as provided in this Agreement.

(iii) *Specified Employee*. Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (A) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company or (B) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(iv) *Expense Reimbursements*. To the extent that any reimbursements under this Agreement are subject to Section 409A, (A) any such reimbursements payable to Executive shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, (B) Executive shall submit Executive's reimbursement request promptly following the date the expense is incurred, (C) the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section 105(b) of the Code, and (D) Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) *Installments*. Executive's right to receive any installment payments under this Agreement, including without limitation any continuation salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

**10. Executive Acknowledgement.**

Executive acknowledges that Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on Executive's own judgment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

**EXECUTIVE**

Dated: November 14, 2024

/s/ Kaan Certel

Kaan Certel

**OMEGA THERAPEUTICS, INC.**

Dated: November 14, 2024

By: /s/ Christian S. Schade

Name: Christian S. Schade

Title: Chairman of the Board

*[Signature Page to Employment Agreement]*

**EXHIBIT A**

**Separation Agreement and Release**

This Separation Agreement and Release ("Agreement") is made by and between Kaan Certel ("Executive") and Omega Therapeutics, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of \_\_\_\_\_, 2024 (the "Employment Agreement") and that certain Employee Non-Solicitation, Confidentiality and Assignment Agreement (the "Non-Disclosure Agreement") and Employee Non-Competition Agreement, dated as of \_\_\_\_\_, 2023 (the "Non-Competition Agreement," and together, the "Restrictive Covenant Agreement"); and

WHEREAS, in connection with Executive's termination of employment with the Company or a subsidiary or affiliate of the Company effective \_\_\_\_\_, 20\_\_, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested equity securities of the Company, vested benefits or Executive's right to indemnification by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims").

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments and Benefits; Salary and Benefits. The Company agrees to provide Executive with the severance payments and benefits described in Section [4(b)/4(c)] of the Employment Agreement, payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or benefits described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof.

2. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries and affiliates, and any of its or their current and former officers, directors, equityholders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of any of Executive's heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates (including without limitation the Massachusetts Payment of Wages Law); and

(i) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation and any right to receive an award for information provided thereunder, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or

administer laws related to employment, against the Company for discrimination (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee for any alleged discriminatory treatment), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c) or Section 4 of the Employment Agreement.

3. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has 21 days within which to consider this Agreement, and the Parties agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has seven business days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

#### 4. Restrictive Covenants.

(a) Executive acknowledges and agrees that the restrictive covenants and other post-termination obligations set forth in the Restrictive Covenant Agreement, including without limitation Executive's obligations relating to confidentiality, non-use and non-disclosure of Proprietary Information (as defined in the Non-Disclosure Agreement), non-solicitation, cooperation, and return of property, are hereby incorporated by reference and shall remain in full force and effect pursuant to their terms to the maximum extent permitted by applicable law, except that the Parties expressly agree to modify the Restrictive Covenant Agreement by removing Section 1, and each subpart thereto, of the Non-Competition Agreement, which shall be of no further force or effect upon the Effective Date (as defined below). Executive represents and warrants that Executive has complied with all provisions of the Restrictive Covenant Agreement at all times through the Effective Date.

(b) In consideration for the severance payments and benefits set forth in Section 1 of this Agreement, Executive agrees for a period of one year after the Effective Date (the "Non-Competition Restricted Period") to not, directly or indirectly, on Executive's own behalf or for the benefit of any other individual or entity other than the Company: (i) operate, conduct, or engage in, or prepare to operate, conduct, or engage in the Business (as defined below); (ii) own, finance, or invest in (except as the holder of not more than one percent of the outstanding stock of a publicly-held company) any Business; or (iii)



participate in, render services to, or assist any person or entity that engages in or is preparing to engage in the Business in any capacity (whether as an employee, consultant, contractor, partner, officer, director, or otherwise) (x) which involves the same or similar types of services Executive performed for the Company at any time during the last two years of Executive's employment with the Company or (y) in which Executive could reasonably be expected to use or disclose Proprietary Information, in each case (i), (ii) or (iii) in the Restricted Territory (as defined below). Without limiting the Company's ability to seek other remedies available in law or equity, if Executive violates this Section 4(b), the Non-Competition Restricted Period shall be extended by one day for each day that Executive is in violation of such provisions, up to a maximum extension equal to the length of the Non-Competition Restricted Period, so as to give the Company the full benefit of the bargained-for length of forbearance.

(c) Executive's continued compliance with the terms of the Restrictive Covenant Agreement (as modified in Section 4(a) above) and the noncompetition obligations set forth in Section 4(b) above (collectively, the "Restrictive Covenants") is a material condition to receipt of the severance payments and benefits set forth in Section 1 of this Agreement. In the event Executive breaches any part of such Restrictive Covenants, then, in addition to any remedies and enforcement mechanisms set forth in the Non-Competition Agreement, the Employment Agreement and this Agreement, and any other remedies available to the Company (including equitable and injunctive remedies), Executive shall forfeit any additional consideration owing and shall be obligated to promptly return to the Company (within fifteen (15) business days of any breach) the full gross amount of all severance payments and benefits provided.

(d) If any provision of the Restrictive Covenants shall be determined to be unenforceable by any court of competent jurisdiction or arbitrator by reason of its extending for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable.

(e) As used in this Agreement:

(i) The term "Business" means any business or part thereof that develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or provided, or planned to be developed, manufactured, marketed, licensed, sold or provided, by the Company, in each case at any time during Executive's employment or engagement with the Company.

(ii) The term "Restricted Territory" means each city, county, state, territory and country in which (i) Executive provided services or had a material presence or influence at any time during the last two years of Executive's employment or engagement with the Company or (ii) the Company is engaged in or has plans to engage in the Business as of the termination of Executive's employment or engagement with the Company.

5. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

6. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

7. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c), and 9(h) of the Employment Agreement.

8. Effective Date. Executive has seven business days after Executive signs this Agreement to revoke it and this Agreement will become effective on the day immediately following the seventh business day after Executive signed this Agreement (the "Effective Date"). For the avoidance of doubt, if Executive revokes this Agreement as provided herein, the Parties' modification to the Non-Competition Agreement set forth in Section 4(a) above shall be void and of no effect and, unless the Company has elected or elects in writing to expressly waive Executive's noncompetition obligations set forth in Section 1(a) of the Non-Competition Agreement as provided in Section 3 of the Non-Competition Agreement, the Non-Competition Agreement, including without limitation Section 1 of the Non-Competition Agreement, shall remain in full force and effect.

9. Protected Disclosures. In accordance with 18 U.S.C. §1833, notwithstanding anything to the contrary in this Agreement, the Employment Agreement, the Restrictive Covenant Agreement or any other agreement between Executive and the Company or any of its subsidiaries in effect as of the date Executive receives this Agreement (together, the "Subject Documents"): (a) Executive will not be in breach of the Subject Documents, and shall not be held criminally or civilly liable under any federal or state trade secret law (i) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney, and may use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Furthermore, the Parties agree that nothing in the Subject Documents prohibits Executive from (i) communicating directly with, cooperating with, or providing information to, or receiving financial awards from, any federal, state or local government agency, including without limitation the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice, the U.S. Equal Employment Opportunity Commission, or the U.S. National Labor Relations Board, without notifying or seeking permission from the Company or (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected characteristic or any other conduct that Employee has reason to believe is unlawful.

10. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

**EXECUTIVE**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kaan Certel

**OMEGA THERAPEUTICS, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

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**EXHIBIT B**

**Restrictive Covenant Agreement**

[attached]

## Separation Agreement and Release

This Separation Agreement and Release (“Agreement”) is made by and between Mahesh Karande (“Executive”) and Omega Therapeutics, Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of July 25, 2021 (the “Employment Agreement”) and that certain Employee Non-Solicitation, Confidentiality and Assignment Agreement (the “Non-Disclosure Agreement”) and Employee Non-Competition Agreement, dated as of July 25, 2021 (the “Non-Competition Agreement,” and together with the Non-Disclosure Agreement, the “Restrictive Covenant Agreement”); and

WHEREAS, in connection with Executive’s termination of employment with the Company and its subsidiaries and affiliates effective November 14, 2024 (the “Separation Date”), the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive’s employment with or separation from the Company and its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive’s ownership of vested equity securities of the Company, vested benefits or Executive’s right to indemnification by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the “Retained Claims”).

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 1 of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

### 1. Severance Payments and Benefits; Salary and Benefits.

(a) The Company agrees to provide Executive with the severance payments and benefits described in Section 1(b) below, payable at the times set forth in, and subject to the terms and conditions of, such Section. In addition, to the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or benefits described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof.

(b) Subject to Executive’s continued compliance with the Restrictive Covenants (as defined below) and the terms of Section 2 of this Agreement, Executive will be entitled to the following payments and benefits:

(i) continued payment of Executive’s current base salary in regular installments in accordance with the Company’s normal payroll practices over the period beginning on the Separation Date and ending on (and including) the earlier of (A) May 25, 2025 and (B) the date Executive commences full-time employment with a subsequent employer or is retained as a full-time consultant (such period, the “Severance Period”) (and Executive agrees to promptly notify the Company of such subsequent employment or service);

(ii) with respect to Executive's annual bonus for the 2024 calendar year, Executive will receive an amount equal to 50% of his target annual bonus for 2024 on November 22, 2024, and, unless Executive commences full-time employment with a subsequent employer or is retained as a full-time consultant, shall be eligible to receive an additional amount in respect of the remaining 50% of such 2024 annual bonus based on the Board's determination of the achievement of applicable performance criteria in its sole discretion, payable on or about the date on which annual bonuses for 2024 are paid in the ordinary course to actively employed senior executives of the Company, but in no event later than March 15, 2025;

(iii) if Executive timely elects to receive continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then the Company shall directly pay, or reimburse Executive for, the COBRA premiums for Executive and Executive's covered dependents under such plans, less the amount Executive would have had to pay to receive such coverage as an active employee based on the cost sharing levels in effect on the Separation Date, during the period commencing on the Separation Date and ending upon the earliest of (A) May 25, 2025, (B) the date that Executive and/or Executive's covered dependents become no longer eligible for COBRA and (C) the date that Executive becomes eligible to receive such coverage from a subsequent employer (and Executive agrees to promptly notify the Company of such eligibility); (the "COBRA Continuation Period"). Notwithstanding the foregoing, if the Company determines it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall in lieu thereof provide to Executive a taxable monthly payment in an amount equal to the monthly COBRA premium that Executive would be required to pay to continue Executive's and Executive's covered dependents' group health coverage in effect on the Separation Date (which amount shall be based on the premium for the first month of COBRA coverage), less the amount Executive would have had to pay to receive such group health coverage as an active employee for Executive and his or her covered dependents based on the cost sharing levels in effect on the Separation Date, which payments shall for the remainder of the COBRA Continuation Period;

(iv) if, during the Severance Period, the Company enters into a business development transaction with AstraZeneca or Almirall which the Board determines results in aggregate upfront consideration paid to the Company of at least \$10,000,000, then the Company shall pay Executive an amount of cash equal to \$250,000, in a single lump sum, within 30 days following the payment to the Company of such upfront consideration; and

(v) each outstanding Company stock option held by Executive as of the Separation Date will (A) terminate and be forfeited as of the Separation Date as to the portion of such stock option that was unvested as of the Separation Date other than any unvested portion of such stock option that was scheduled to vest based solely upon Executive's continued service during the period following the Separation Date through May 25, 2025 (such portion, the "Retained Unvested Portion"), (B) continue to vest during the Severance Period with respect to the Retained Unvested Portion in accordance the existing terms of such stock option, and (C) remain outstanding and exercisable as to the portion of such stock option that was vested as of the Separation Date or that vests after the Separation Date in accordance with clause (B) of this subsection in accordance with the terms of such stock option until (and including) May 25, 2026; provided, however, no stock option will remain outstanding past the original final expiration date of such stock option and each stock option will in all events remain subject to earlier termination in connection with a corporate transaction or event in accordance with the terms of such stock option.

2. Consulting Services. During the Severance Period, Executive will remain available to answer questions and provide such other transitional consulting services relating to Executive's areas of expertise and work experience as are reasonably requested from time to time by the Company (the "Consulting Services"). Executive acknowledges and agrees that Executive shall remain bound by the confidentiality and invention assignment provisions of the Non-Disclosure Agreement while providing Consulting Services during the Severance Period as if Executive were an employee of the Company. Executive acknowledges and agrees that Executive will not be entitled to compensation for providing the Consulting Services other than the payments and benefits set forth in Section 1(b) of this Agreement. For the avoidance of doubt, the parties intend for Executive to incur a "separation from service" within the meaning of Section 409A (as defined below), as of the Separation Date and, accordingly, the level of Consulting Services Executive provides following the Separation Date will in all events be less than 20% of the average level of bona fide services performed by Executive for the Company and its subsidiaries as an employee prior to the Separation Date.

3. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries and affiliates, and any of its or their current and former officers, directors, equityholders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of any of Executive's heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates (including without limitation the Massachusetts Payment of Wages Law); and

(i) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation and any right to receive an award for information provided thereunder, Executive's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company for discrimination (with the understanding that Executive's release of claims herein bars Executive from recovering such monetary relief from the Company or any Releasee for any alleged discriminatory treatment), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for breach of Section 3(c) of the Employment Agreement.

4. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has 21 days within which to consider this Agreement, and the Parties agree that such time period to review this Agreement shall not be extended upon any material or immaterial changes to this Agreement; (c) Executive has seven business days



following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

#### 5. Restrictive Covenants; Lock-Up.

(a) Executive acknowledges and agrees that the restrictive covenants and other post-termination obligations set forth in the Restrictive Covenant Agreement, including without limitation Executive's obligations relating to confidentiality, non-use and non-disclosure of Proprietary Information (as defined in the Non-Disclosure Agreement), non-solicitation, cooperation, and return of property, are hereby incorporated by reference and shall remain in full force and effect pursuant to their terms to the maximum extent permitted by applicable law and, for the avoidance of doubt, the post-termination obligations set forth in the Restrictive Covenant Agreement shall commence on the Separation Date, except that the Parties expressly agree (i) that Executive shall be permitted to retain any Company property during the Severance Period reasonably necessary for the performance of the Consulting Services and to promptly return such property following the Severance Period, and (ii) to modify the Restrictive Covenant Agreement by removing Section 1, and each subpart thereto, of the Non-Competition Agreement, which shall be of no further force or effect upon the Effective Date (as defined below). Executive represents and warrants that Executive has complied with all provisions of the Restrictive Covenant Agreement at all times through the Effective Date.

(b) In consideration for the severance payments and benefits set forth in Section 1 of this Agreement, Executive agrees for a period of one year after the Separation Date (the "Non-Competition Restricted Period") to not, directly or indirectly, on Executive's own behalf or for the benefit of any other individual or entity other than the Company: (i) operate, conduct, or engage in, or prepare to operate, conduct, or engage in the Business (as defined below); (ii) own, finance, or invest in (except as the holder of not more than one percent of the outstanding stock of a publicly-held company) any Business; or (iii) participate in, render services to, or assist any person or entity that engages in or is preparing to engage in the Business in any capacity (whether as an employee, consultant, contractor, partner, officer, director, or otherwise) (x) which involves the same or similar types of services Executive performed for the Company at any time during the last two years of Executive's employment with the Company or (y) in which Executive could reasonably be expected to use or disclose Proprietary Information, in each case (i), (ii) or (iii) in the Restricted Territory (as defined below). Without limiting the Company's ability to seek other remedies available in law or equity, if Executive violates this Section 5(b), the Non-Competition Restricted Period shall be extended by one day for each day that Executive is in violation of such provisions, up to a maximum extension equal to the length of the Non-Competition Restricted Period, so as to give the Company the full benefit of the bargained-for length of forbearance.

(c) In consideration for the severance payments and benefits set forth in Section 1 of this Agreement, Executive agrees that neither Executive nor anyone acting by, through, under or in concert with Executive shall disparage or otherwise communicate negative statements or opinions about the Company, or its board members, officers, employees or businesses. The Company agrees that it will instruct its current board members and executive officers not to disparage or otherwise communicate negative statements or opinions about Executive. Notwithstanding the foregoing, nothing herein shall restrict any person from making truthful statements required by applicable law.

(d) Executive's continued compliance with the terms of the Restrictive Covenant Agreement (as modified in Section 5(a) above), the noncompetition obligations set forth in Section 5(b) above and the nondisparagement obligations set forth in Section 5(c) above (collectively, the "Restrictive Covenants") is a material condition to receipt of the severance payments and benefits set forth in Section 1 of this Agreement. In the event Executive breaches any part of such Restrictive Covenants, then, in addition to any remedies and enforcement mechanisms set forth in the Non-Competition Agreement, the Employment Agreement and this Agreement, and any other remedies available to the Company (including equitable and injunctive remedies), Executive shall forfeit any additional consideration owing and shall be obligated to promptly return to the Company (within fifteen (15) business days of any breach) the full gross amount of all severance payments and benefits provided under Sections 1(b)(i), 1(b)(ii), 1(b)(iii), and 1(b)(iv) and, notwithstanding Section 1(b)(v), Executive's outstanding Company stock options will immediately terminate unless otherwise determined by the Company.

(e) If any provision of the Restrictive Covenants shall be determined to be unenforceable by any court of competent jurisdiction or arbitrator by reason of its extending for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable.

(f) Prior to May 25, 2025, Executive shall not (i) sell, offer to sell, contract or agree to sell, transfer (including by operation of law), hypothecate, pledge, grant any option to purchase, encumber or otherwise dispose of or agree to dispose of, directly or indirectly, any securities of the Company, including without limitation, shares of Company common stock directly or indirectly held by Executive and shares of Company common stock acquired by Executive through the exercise of any Company stock option, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any securities of the Company.

(g) As used in this Agreement:

(i) The term "Business" means any business or part thereof that develops, manufactures, markets, licenses, sells or provides any product or service consisting of platform-approach-driven, mRNA-based epigenetic or epigenomic controllers, editors and similar medical technologies that target DNA-sequences to make epigenetic changes in a manner similar to the Company's use of its proprietary databases on IGDs and EpiZips, which as of the Separation Date includes but is not limited to Sangamo, Tune, Chroma and Epic.

(ii) The term "Restricted Territory" means each city, county, state, territory and country in which (i) Executive provided services or had a material presence or influence at any time during the last two years of Executive's employment or engagement with the Company or (ii) the Company is engaged in or has plans to engage in the Business as of the termination of Executive's employment or engagement with the Company.

6. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

7. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

8. Governing Law; Dispute Resolution. This Agreement shall be subject to the provisions of Sections 9(a), 9(c) and 9(h) of the Employment Agreement.

9. Withholding. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on the advice of counsel if any questions as to the amount or requirement of withholding shall arise.

10. Section 409A.

(a) The intent of the Parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code ("Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to in accordance with this intent.

(b) Notwithstanding anything in this Agreement to the contrary, any compensation or benefits described in Section 1(b) shall not be paid, or, in the case of installments, shall not commence payment, until the Company's first regular payroll payment date that is at least five (5) days following the Effective Date (the "First Payment Date"). Any such payments that would have otherwise been made to Executive prior to the First Payment Date will be paid to Executive on the First Payment Date and the remaining payments shall be made as provided in Section 1(b).

(c) Executive's right to receive any installment payments under this Agreement, including without limitation any continuation salary payments that are payable on Company payroll dates, shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

11. Effective Date. Executive has seven business days after Executive signs this Agreement to revoke it and this Agreement will become effective on the day immediately following the seventh business day after Executive signed this Agreement (the "Effective Date"). For the avoidance of doubt, if Executive revokes this Agreement as provided herein, the Parties' modification to the Non-Competition Agreement set forth in Section 5(a) above shall be void and of no effect and, unless the Company has elected or elects in writing to expressly waive Executive's noncompetition obligations set forth in Section 1(a) of the Non-Competition Agreement as provided in Section 3 of the Non-Competition Agreement, the Non-Competition Agreement, including without limitation Section 1 of the Non-Competition Agreement, shall remain in full force and effect.

12. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

13. Entire Agreement; Counterparts. This Agreement, together with the Restrictive Covenant Agreement (as modified in Section 5(a) above), sets forth the entire agreement between the Parties hereto and supersedes any prior agreements or understandings between the Parties pertaining to the subject matter hereof, including without limitation the Employment Agreement. The failure of any Party at any time to require the performance by any other Party of any provision hereof will in no way affect the full right to require such performance at any time thereafter, nor will the waiver by any Party of a breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original but together will constitute one document. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission will be effective for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

**EXECUTIVE**

Dated: November 14, 2024

/s/ Mahesh Karande

Mahesh Karande

**OMEGA THERAPEUTICS, INC.**

Date: November 14, 2024

By: /s/ Christian S. Schade

Name: Christian S. Schade

Title: Chairman of the Board



## Harnessing the Power of Epigenomic Controllers

*Pioneering a New Class of Programmable Epigenomic Medicines*

November 2024



## Disclaimer and Forward-Looking Statements

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This presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this presentation that do not relate to matters of historical fact should be considered forward-looking statements, including without limitation statements regarding: our anticipated cash runway; our prioritization of certain preclinical programs and platform efforts; potential strategic partnership opportunities; our competitive market position and market opportunity; our expectations surrounding the applicability and potential of our product candidates and programs, development timelines; anticipated timing of regulatory submissions and filings and introduction of development candidates; and expectations regarding our programs and pipeline, including our priorities and anticipated milestones, trial design, initiation of preclinical studies and our goal of declaring additional EC development candidates. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, the following: the novel technology on which our product candidates are based makes it difficult to predict the time and cost of preclinical and clinical development and subsequently obtaining regulatory approval, if at all; the substantial development and regulatory risks associated with epigenomic controllers due to the novel and unprecedented nature of this new category of medicines; our limited operating history; the incurrence of significant losses and the fact that we expect to continue to incur significant additional losses for the foreseeable future; our need for substantial additional financing; volatility in capital markets and general economic conditions; our investments in research and development efforts that further enhance the OMEGA platform, and their impact on our results; uncertainty regarding preclinical development, especially for a new class of medicines such as epigenomic controllers; potential delays in and unforeseen costs arising from our clinical trials; the fact that our product candidates may be associated with serious adverse events, undesirable side effects or have other properties that could halt their regulatory development, prevent their regulatory approval, limit their commercial potential, or result in significant negative consequences; difficulties manufacturing the novel technology on which our EC candidates are based; our ability to adapt to rapid and significant technological change; our reliance on third parties for the manufacture of materials; our ability to successfully acquire and establish our own manufacturing facilities and infrastructure; our reliance on a limited number of suppliers for lipid excipients used in our product candidates; our ability to advance our product candidates to clinical development; and our ability to obtain, maintain, enforce and adequately protect our intellectual property rights. These and other important factors discussed under the caption "Risk Factors" in our most recent Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2023, and our other filings with the SEC could cause actual results to differ materially from those indicated by the forward-looking statements made in this presentation. Any such forward-looking statements represent management's estimates as of the date of this presentation. While we may elect to update such forward-looking statements at some point in the future, we disclaim any obligation to do so, even if subsequent events cause our views to change.

# Omega is Pioneering the Development of a New Class of Programmable Epigenomic Medicines

<b>Leader in Epigenomic Modulation</b>	<ul style="list-style-type: none"><li>• Differentiated platform capable of durable gene upregulation, downregulation, and multiplexing; May enable more potent, durable, and safer therapeutics vs. existing modalities</li><li>• Pre-transcriptional approach broadly applicable to nearly any human disease</li><li>• Comprehensive preclinical proof-of-concept data across diverse therapeutic areas</li></ul>
<b>Clinically-Validated Approach</b>	<ul style="list-style-type: none"><li>• Clinical proof-of-mechanism established in first-in-human Phase 1 trial in HCC patients</li><li>• First and only to demonstrate highly-specific targeting and intended epigenetic state change with an EC in patients</li><li>• Validates epigenomic controllers as potential new class of medicines</li></ul>
<b>Pipeline Positioned for Value Creation</b>	<ul style="list-style-type: none"><li>• Strategically focused on high-value programs with clear paths to value inflection</li><li>• Initial programs in obesity, liver regeneration and metabolic health</li><li>• Disciplined, data-driven resource allocation to inform program advancement decisions</li></ul>
<b>Strategic Partnerships</b>	<ul style="list-style-type: none"><li>• First-in-class collaboration with Novo Nordisk to develop a novel epigenomic controller for obesity</li><li>• Pursuing strategic partnerships to support development of existing programs and expand pipeline into new areas</li></ul>

# Omega's Diverse Capabilities and Expertise Provide Foundation for Value Creation

## A Clinically-Proven Platform with Broad Applicability to Nearly Any Gene



Robust R&D engine for expedited prosecution of new targets



Proprietary database of epigenomic effectors & DNA binding domains



Screened >1M unique drug targets



>100 targets validated *in silico* / *in vitro* / *in vivo* across diverse disease areas



Clinical proof-of-mechanism validates and de-risks platform



Value-focused pipeline driven by internal efforts and external strategic partnerships



Extensive delivery and formulations expertise



## Precision Epigenomic Control is a Significant Technological Advance

**Pre-transcriptional approach  
addresses limitations of  
other modalities**

- ✓ Access to any target, independent of structure, chemistry or location; addresses undruggable/ inaccessible targets
- ✓ Uncouples PK and PD for potential safety benefit
- ✓ Exquisite specificity and bi-directional control of gene expression for therapeutic benefit
- ✓ Avoids liabilities of permanent genetic alterations
- ✓ Applicable to any human gene or disease process

# Data from Completed Phase 1 First-in-Human Trial of OTX-2002 Establish Clinical Proof-of-Mechanism of Omega's Epigenomic Controller Platform

## Clinical validation of epigenomic controllers as a potential new class of medicines

In Phase 1 trial of late-stage HCC patients, OTX-2002 demonstrated:

- ✓ Predictable and consistent pharmacokinetics
- ✓ Highly-specific binding at target genomic loci
- ✓ Intended epigenetic state change with on-target increase in methylation signature
- ✓ Persistent epigenetic effect throughout dosing period
- ✓ Downregulation of MYC expression observed
- ✓ 50% DCR in evaluable late-line HCC patients, with best overall response of Stable Disease
  - Within range of completed Phase 1 trials for TKIs and PD-1 monotherapies in HCC: DCR (29-65%)





Unlocks broad applicability of OMEGA platform across disease areas

# Pipeline Focused on Significant Opportunities with Clear Paths to Value Inflection

## Data-Driven Resource Allocation to Drive Program Advancement Decisions

Selection Framework		Prioritized Pipeline and Focus Areas		
Clear biology	OMEGA differentiation	Undisclosed (Novo Nordisk)	Obesity	<ul style="list-style-type: none"> <li>Multi-billion dollar opportunity</li> <li>Trans-differentiation of adipose tissue offers novel strategy for management of obesity</li> <li>All R&amp;D costs reimbursed by Novo Nordisk</li> </ul>
Delivery & technical feasibility	Clinical development pathway	HNF4A	Fibrosis / Liver Regeneration	<ul style="list-style-type: none"> <li>Multi-billion dollar opportunity</li> <li>Potential to durably halt or reverse liver disease</li> <li>Epigenomic upregulation may offer enhanced efficacy versus exogenously administered agents</li> </ul>
Regulatory considerations	Market opportunity	FGF21	Multiple Metabolic Indication Opportunities	<ul style="list-style-type: none"> <li>Clinically-validated target with clear development path; potential for rapid readout of therapeutic effect</li> <li>May offer more potent and durable therapeutic benefit</li> <li>Potential to address multiple metabolic indications where upregulation of natural expression cannot be mimicked by existing modalities</li> </ul>
		Future Pipeline Opportunities	Multiple Therapeutic Areas and Tissues	<ul style="list-style-type: none"> <li>Additional targets under evaluation for strategic partnering or internal development via disciplined, stage-gated process for program advancement</li> </ul>

# With Clinical Proof-of-Platform Established, Omega is Advancing a Focused Pipeline of High-Value Programs

TARGET GENE(S)	INDICATION	DISCOVERY	LEAD OPTIMIZATION	IND-ENABLING	PARTNER
<b>Regenerative Medicine</b>					
HNF4A	Fibrosis / Liver regeneration				
<b>Metabolic</b>					
Undisclosed	Obesity				
FGF21	Multi-Indication Opportunities				

Additional gene targets under evaluation for strategic partnering or internal development via disciplined, stage-gated process for program advancement

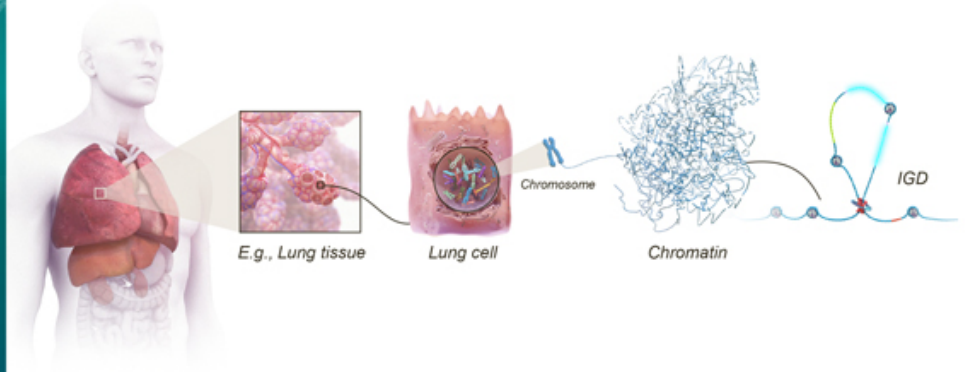
# OMEGA Platform Overview



# Insulated Genomic Domains Are Nature's Control System to Regulate Gene Expression

IGDs are the fundamental structural and functional units for gene control

Nature organizes genes in evolutionarily conserved 3D loops of chromatin called Insulated Genomic Domains (IGDs)



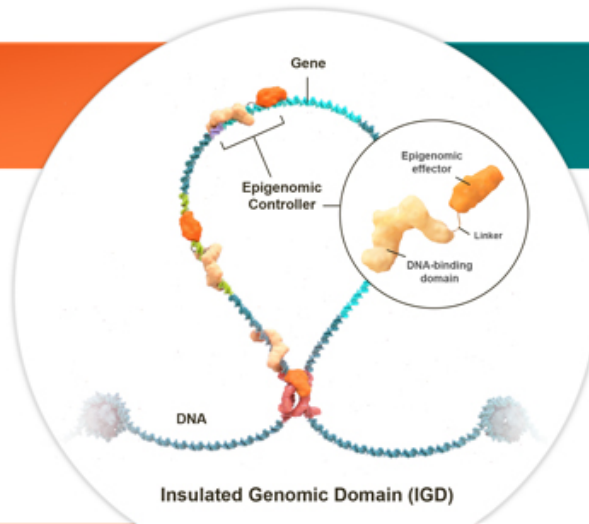
- Insulated from outside transcription by CTCF, each IGD contains 1-10 genes & their regulatory element
- Regulators have unique DNA-sequences (**Epi**genomic **Zi**pcodes, "EpiZips"); can be used as drug target
- Most diseases are caused by aberrant gene expression driven by epigenetic changes within IGDs

# OMEGA Platform Engineers Programmable Epigenomic Therapeutics

## BIOLOGY

New Drug Targets

- Insulated genomic domains (IGDs): Contain genes and their controlling regulators
- EpiZips: Unique regulatory sequences as precise drug targets



## TECHNOLOGY

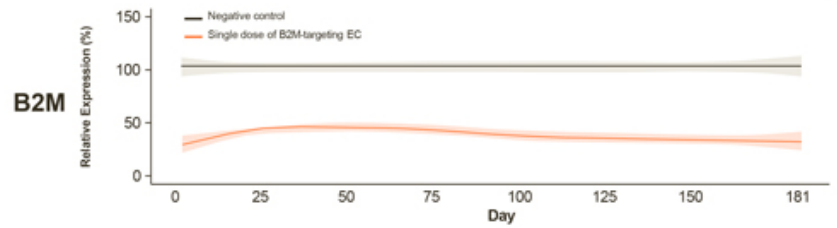
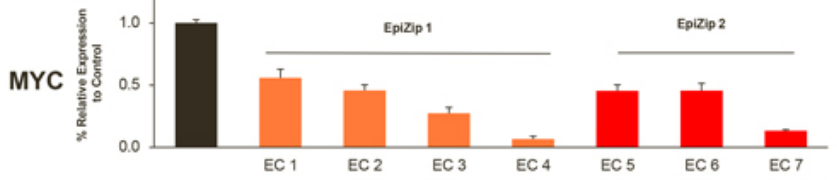
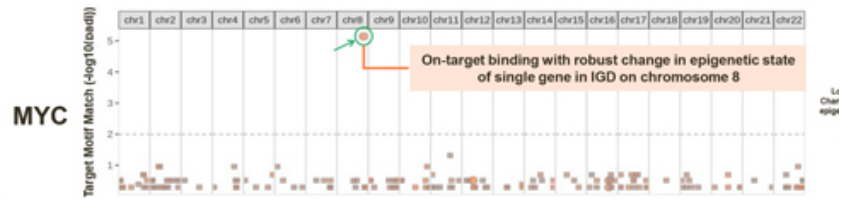
Epigenomic Controllers

- mRNA expresses a fusion protein consisting of:
  - DNA-binding domain for site-specific targeting
  - Epigenomic effector for controlled and durable gene modulation

Pre-transcriptional control of gene expression leveraging nature's control system

# Unique Epigenomic Control at Pre-transcriptional Level

<p><b>Exquisite Specificity</b></p>	<p>Precise binding to ~21 base pair sequence(s) to target a single gene or IGD genome-wide</p>
<p><b>Controlled Tunability</b></p>	<p>Bi-directional tuning and precise control on magnitude of expression</p>
<p><b>Tailored Durability</b></p>	<p>Transient PK with prospectively engineered durability tailorable to last days, weeks or months</p>



Specificity: In vitro immunoprecipitation ChIP data  
Tunability and Durability: In vitro qPCR

Confidential and Proprietary

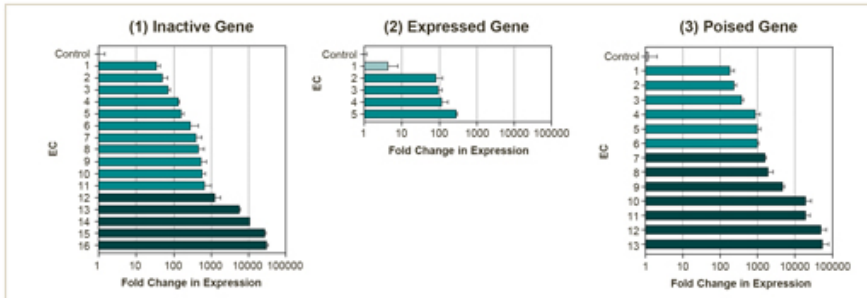




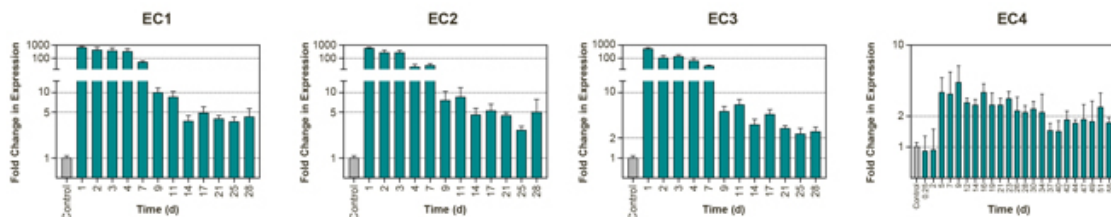
# Durable Upregulation of Multiple Gene Targets

## Upregulation achieved across diverse genes, including:

1. Genes that are inactive in a cell type of interest
2. Genes that are expressed but whose further upregulation leads to therapeutic benefit
3. Genes that are inactive or lowly-expressed but are in a poised state, ready for high activation upon pathway engagement or stimulation



## Durable upregulation following a single EC dose, weeks to months

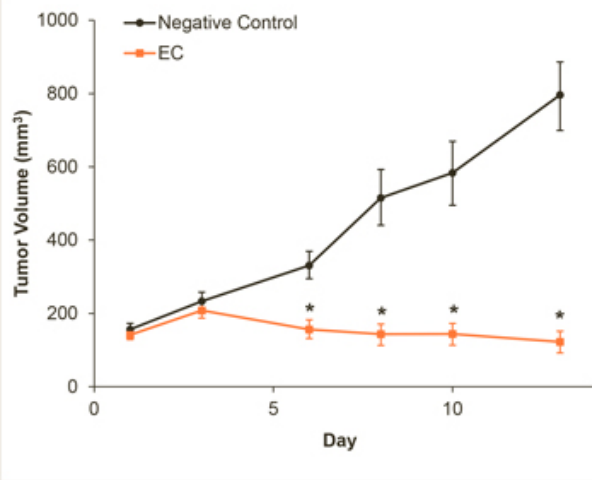


Source: Data presented at ASGCT 2024.

# Proof-of-Concept Demonstrated Across Diverse Set of Disease Areas

## Oncology (MYC HCC)

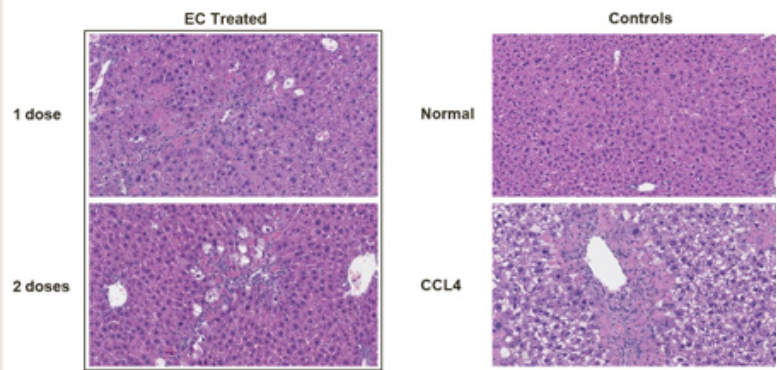
Statistically significant inhibition of HCC tumor growth *in vivo* through direct targeting of c-MYC



\*Statistically significant vs negative control, t-test p<0.05 starting on day 6

## Liver Regeneration (HNF4a)

Significant improvement in liver histology in murine model of fibrosis



EC ameliorates CCL4-induced hepatic fibrosis in C57BL/6J mice

# Prioritized Programs



# Thermogenesis Research Collaboration with Novo Nordisk

Opportunity For Orthogonal and Transformative Innovation In Obesity

- **Trans-differentiation of human adipose tissue:**  
Transitioning the epigenetic state of white to metabolically active brown fat
- **Potential first-in-class program:**
  - Epigenomic controller that regulates "browning" of human white adipose tissue
  - LNP to adipose tissue

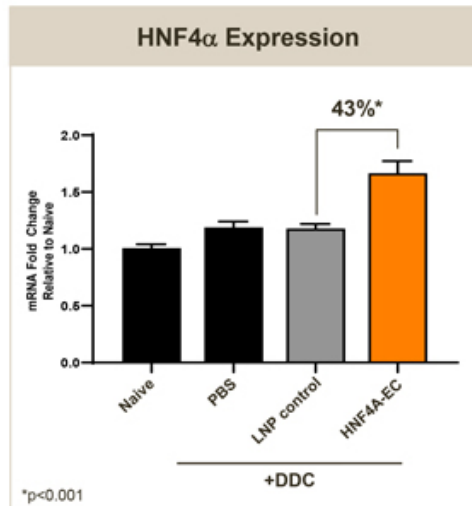
- **Collaboration validates broad applicability of the OMEGA platform**
- **Strategically complements** our internal efforts and expands our pipeline into cardiometabolic / obesity
- **Novo reimburses all R&D costs**

Project initiated in Q1 2024 with epigenomic controller design, discovery, and formulation

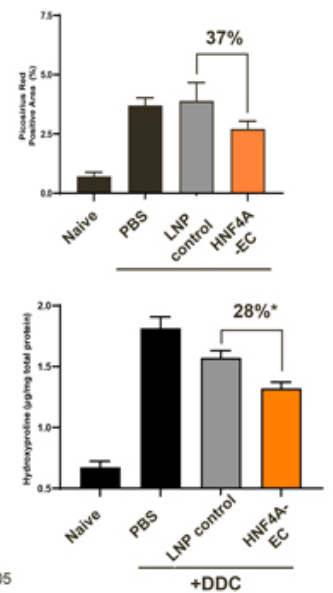
# HNF4A: Potential Opportunity in Fibrotic Liver Diseases

EC Significantly Upregulated Gene Expression and Reduced Key Fibrosis Measures *In Vivo*

- HNF4 $\alpha$  is a critical transcriptional regulator of hepatocyte differentiation and function; expression is dysregulated in fibrotic liver disease
- Upregulation with an EC has potential to durably mitigate liver fibrosis and restore hepatocyte and liver health; May offer enhanced efficacy vs. exogenously administered agents
- Omega's preclinical data demonstrated selective and durable upregulation of HNF4 $\alpha$  expression, leading to decreased collagen deposition in the liver, in *in vivo* proof-of-concept studies
- Planning for DC in Q1 2026 and IND in 1H 2027



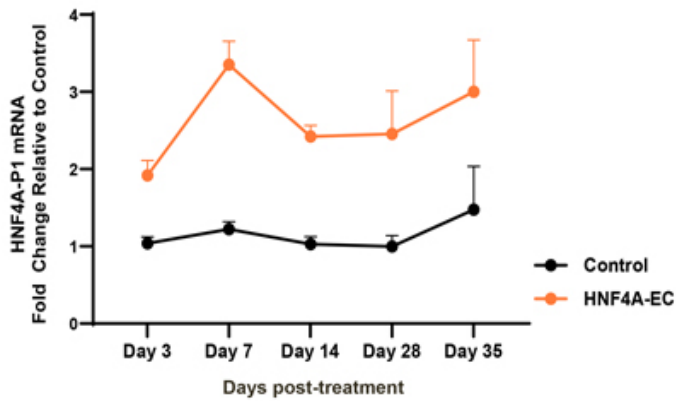
## HNF4 $\alpha$ Induction Conferred Protection in DDC Fibrosis Model



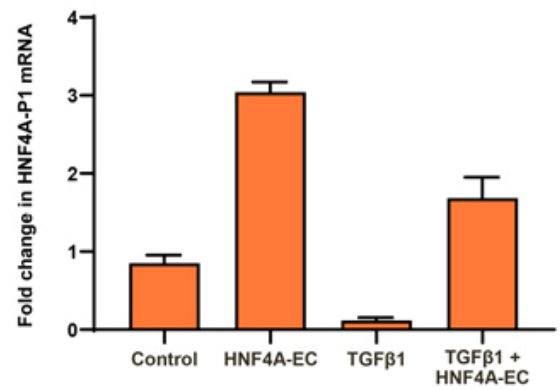
Source: Data presented at AASLD 2023. DC: development candidate

## HNF4A-EC Selectively and Durably Upregulated P1 Isoform and Restored Dysregulated Expression Caused by TGF $\beta$ Signaling *In Vitro*

HNF4A-EC Treatment Increased HNF4 $\alpha$ -P1 Isoform Expression for 35 Days in Primary Human Hepatocytes



HNF4A-EC Treatment Rescued TGF $\beta$ 1-induced HNF4 $\alpha$ -P1 Downregulation in Primary Human Hepatocytes

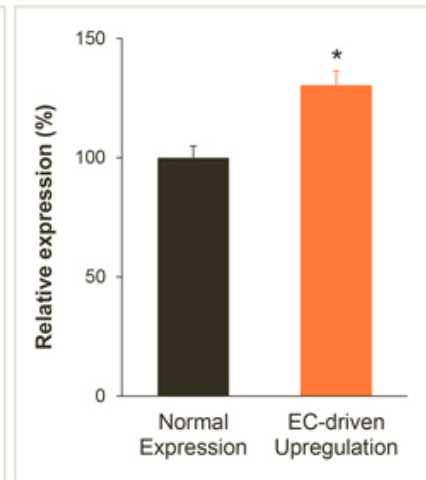
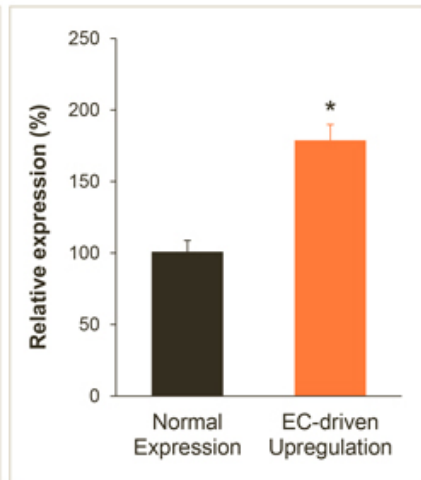
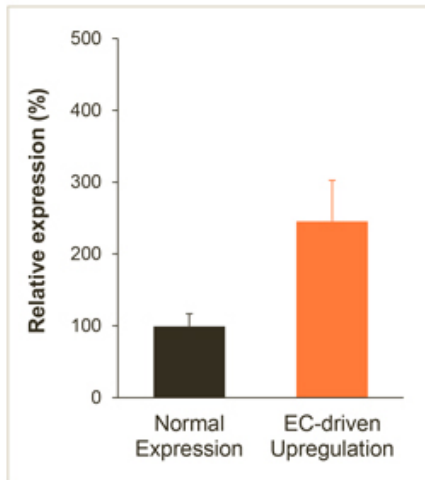


Source: Data presented at AASLD 2024.

## HNF4A-EC Robustly Upregulated HNF4 $\alpha$ Expression Across Species

### Increased HNF4 $\alpha$ Expression in Healthy Liver Tissues (Over and Above Normal Expression)

Species	Mouse	Nonhuman primate	FRG Mouse
Liver Cells	Mouse (48h)	Nonhuman primate (24h)	Human (24h)

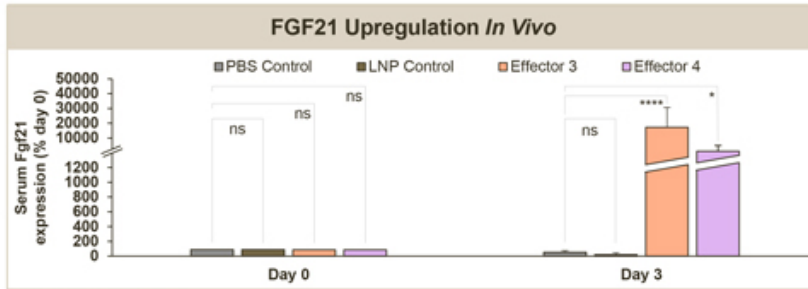
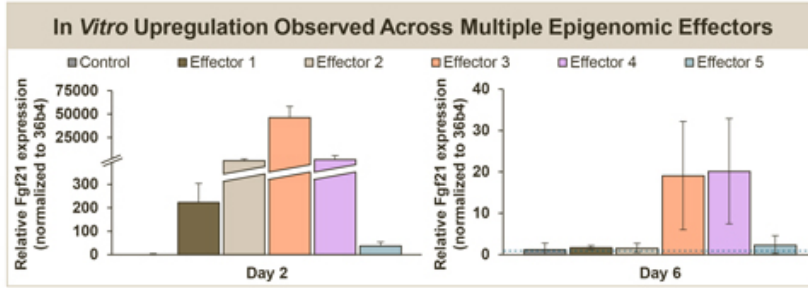


\* Significant, paired t-test  $p < 0.05$

# FGF21: Potential for Multi-Indication Metabolic Opportunities

## Plan for Rapid Proof-of-Concept Readout of Upregulation Capabilities

- FGF21 is a hepatocyte-derived hormone involved in energy homeostasis, and implicated in multiple metabolic indications
- Preclinical models are well-established and their translatability to clinical trial outcomes understood
- Pre-transcriptional upregulation of FGF21 in liver, where it is naturally produced, may offer greater potency and durability compared to existing modalities
- Upregulation proof-of-concept demonstrated *in vitro* and *in vivo*
- Epigenomic controller design and discovery efforts underway



\* p<0.05, \*\*\*\* p< 0.0001



# Strategic Partnerships Core to Omega's Corporate Strategy

## Partnering Strategy

Support development of prioritized programs



Extend pipeline into additional high-value targets and tissues

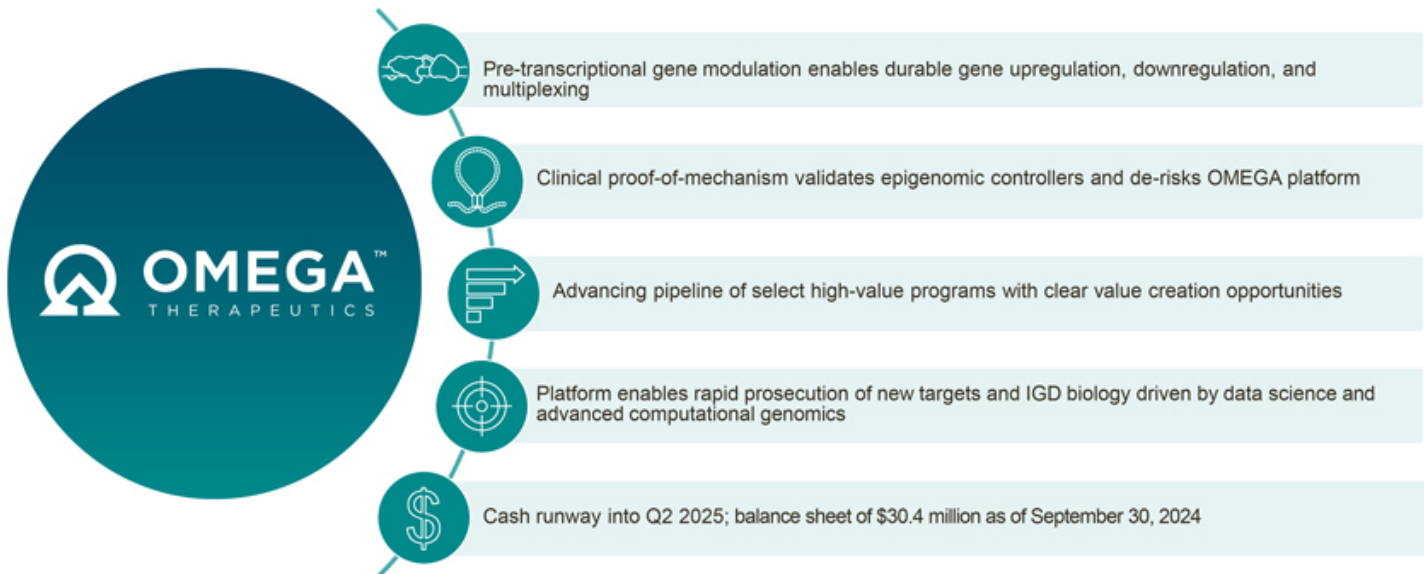


Advance further development of OTX-2002 or other assets



Actively engaged in dialogue with potential partners to bring in non-dilutive capital and advance pipeline priorities

# Pioneering a New Class of Programmable Epigenomic Medicines



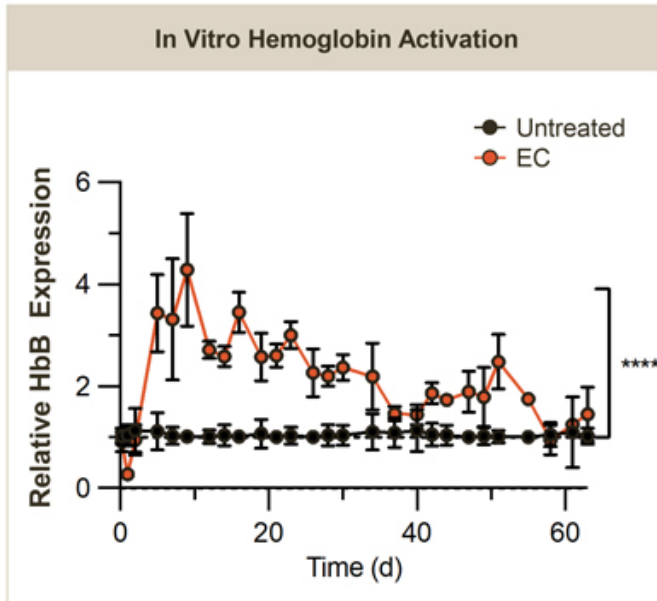


# Building Value Through Differentiated Capabilities

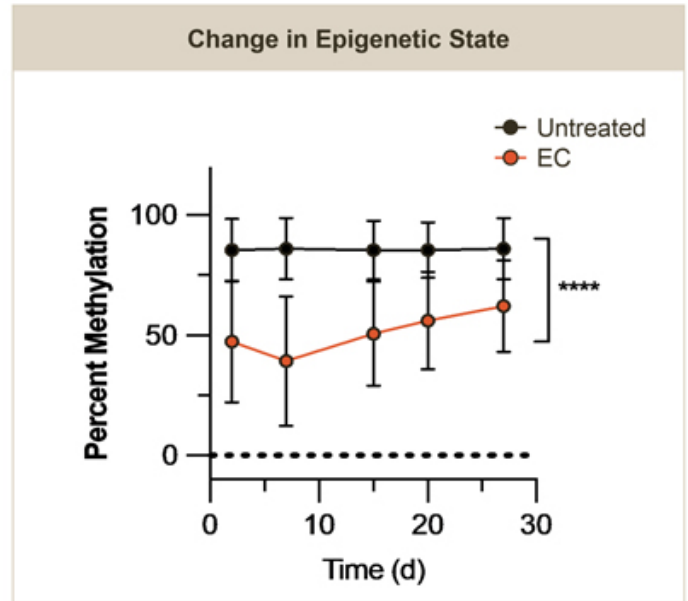
Additional Sample Data



# HbB: Durable Upregulation Observed for ~2 Months With Single Administration; No DNA Sequence Changes as Associated with Transgenic Approaches

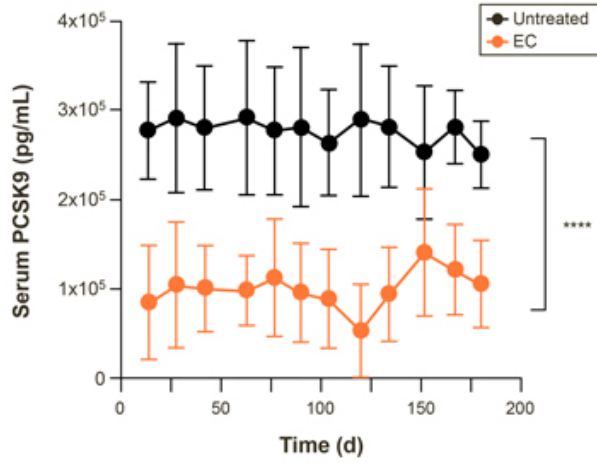


\*\*\*\*p<0.0001

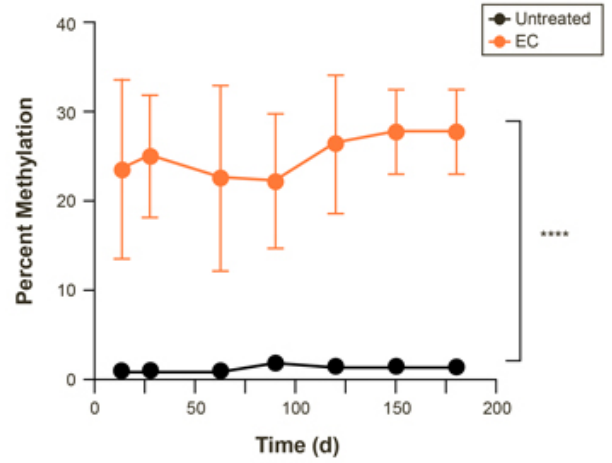


# PCSK9: Durable Downregulation Maintained Through 6 Months Following Single Administration; Enables Less Frequent Dosing

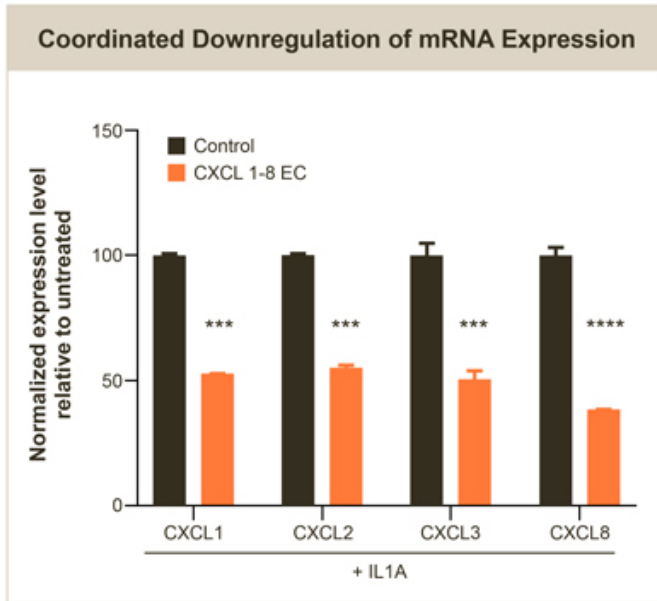
### In Vivo PCSK9 Downregulation

\*\*\*\*  $p < 0.0001$ 

### Change in Epigenetic State

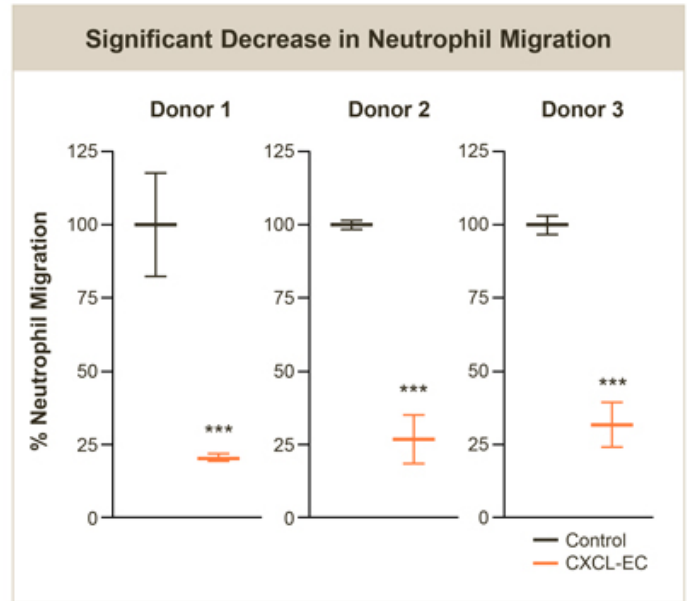


# Multigenic Targeting of CXCL1-8 Downregulated Chemokine mRNA Expression and Reduced Neutrophil Migration in Donor Lung Fibroblasts *In Vitro*



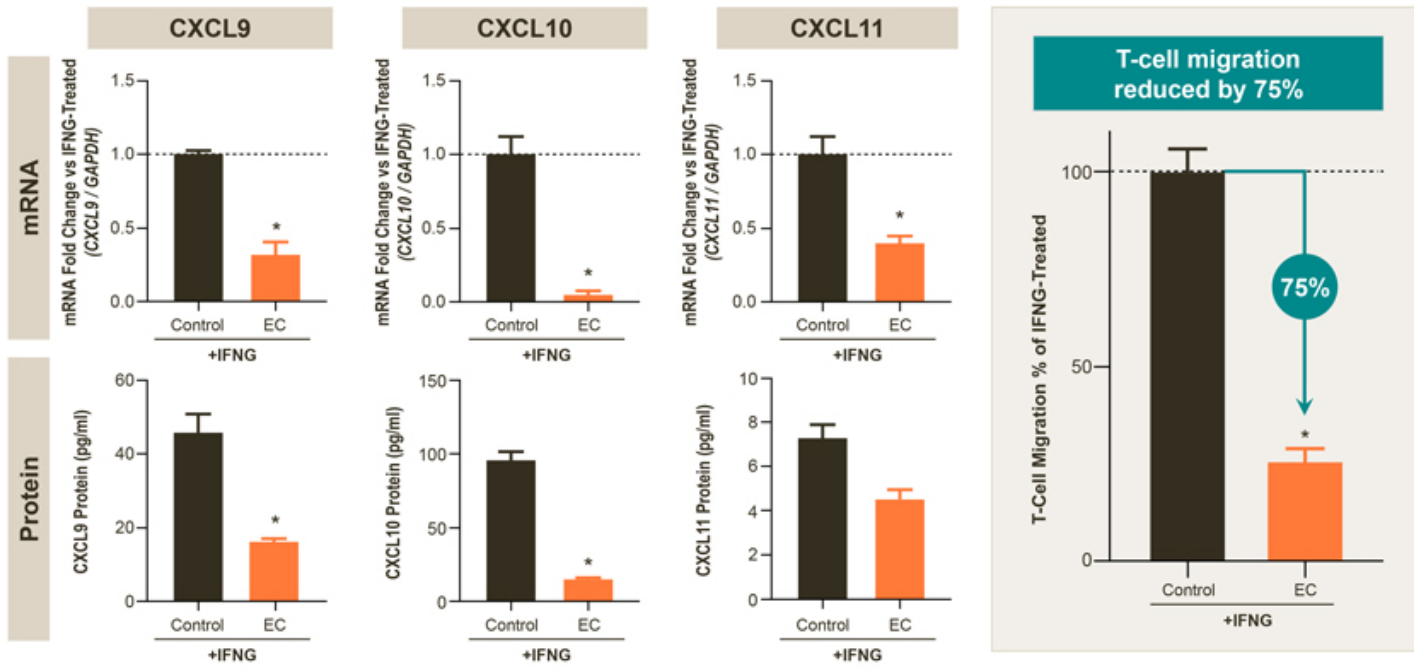
\*\*\*p<0.001, \*\*\*\*p<0.0001

Source: Data presented at International mRNA Health Conference 2023.



Supernatants from IMR90 cells stimulated with IL1A; \*\*\*p<0.001

# CXCL 9-11-Targeting EC Reduced mRNA Expression and Protein Levels in IFNG-Stimulated Primary Human Hepatocytes



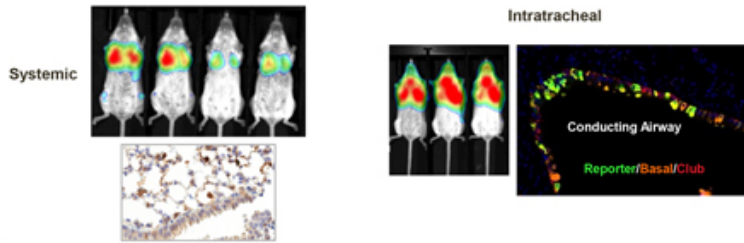
Source: Data presented at AASLD 2023. \*p<0.05



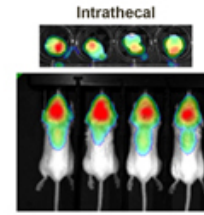
# Omega Has Extensive Internal Delivery Capabilities

Additional Proprietary LNPs Targeting CNS, Joints, Skin and Adipose in Development

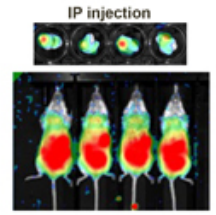
## Lung (Systemic & Inhaled)



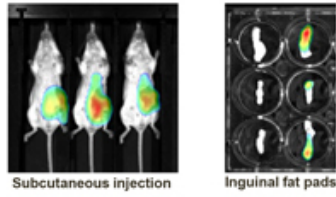
## CNS



## Pancreas

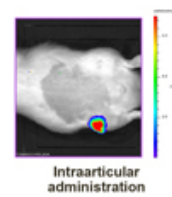


## Adipose tissue



Delivery Capabilities

## Joint



## Dermis

