STOCKHOLDER AGREEMENT

THIS STOCKHOLDER AGREEMENT (this "***Agreement***"), is made and entered into as of [•], 2024, by and among **Sagesse Bio, Inc.**, a Delaware corporation (the "***Company***"), **Sirnaomics, Inc.**, a Delaware corporation ("***Sirnaomics***"), and those certain holders of Class A Common Stock of the Company listed on **Schedule A** (together with any subsequent stockholders, or any transferees, who become parties hereto as pursuant to Sections 8.1 or 8.2, the "***Class A Stockholders***"). The Company, Sirnaomics and the Class A Stockholders may sometimes be referred to herein collectively as the "***Parties***" or individually as a "***Party***."

RECITALS

A. Gore Range Capital LLC ("***Gore Range***") and Sirnaomics (each, a "***Founder***" and, collectively, the "***Founders***") have agreed as founders to establish the Company to further a joint business plan and purpose.

B. As of the date hereof, the Company has authorized shares of Class A Common Stock, $0.00001 par value per share ("***Class A Common Stock***"), and Class B Common Stock, $0.00001 par value per share ("***Class B Common Stock***" and, together with the Class A Common Stock, the "***Common Stock***"), and has issued or agreed to issue a total of 4,000,000 shares of Common Stock. The Class A Stockholders and the holders of Class B Common Stock may sometimes be referred to herein collectively as the "***Stockholders***" or individually as a "***Stockholder***."

C. Pursuant to the Company's Certificate of Incorporation, as the same may be amended from time to time (the "***Certificate***"), except as otherwise required by law or in the Certificate, the shares of Class B Common Stock shall not be entitled to vote on any matter. The shares of Class B Common Stock are not entitled to vote on the election of directors of the Company.

D. The Company and Sirnaomics have entered into that certain Patent Assignment and License Agreement, dated as of [•], 2024 (the "***Patent Agreement***") with respect to the transfer and licensing of certain Sirnaomics intellectual property to the Company and which provides for the issuance of Company equity to Sirnaomics and certain cash payment obligations to Sirnaomics as consideration therefor. Concurrently with the execution and delivery of this Agreement, the Company and Sirnaomics are entering into that certain Subscription Agreement (the "***Subscription Agreement***"), providing for the issuance to Sirnaomics of 2,400,000 shares of Class B Common Stock (the "***Class B Shares***"), constituting a 60% majority of the issued and outstanding shares of capital stock of the Company (the "***Shares***"). The issuance of Class B Shares to Sirnaomics gives management of the Company the freedom to operate the business to the mutual benefit of the Founders and the other Stockholders, while Sirnaomics retains several rights to terminate the Patent Agreement and regain ownership of its transferred and licensed intellectual property on the terms set forth in the Patent Agreement, which would result in the unwinding of this joint business endeavor.

E. The Parties desire to enter into this Agreement to govern the relationship among the Stockholders as to the Company's operation and management, and to provide for certain other matters with respect to the rights of the Stockholders and the operation of the Company, including their agreements and understandings with respect to how shares of the capital stock of the Company held by them will be voted on, or tendered in connection with, an acquisition of the Company, all in accordance with the terms and conditions contained herein.

In consideration of the mutual promises herein contained, and other consideration, the receipt and adequacy of which hereby are acknowledged, the Parties agree as follows:

1. Voting Provisions Regarding the Board; Board Observer Rights.

1.1 Size of the Board. Each Stockholder agrees to vote, or cause to be voted, all Class A Shares (as defined herein) owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size

of the Board of Directors of the Company (the "***Board***") shall be set and remain at four directors (each, a "***Common Director***"). For purposes of this Agreement, the term "***Class A Shares***" shall mean and include any securities of the Company that the holders of which are entitled to vote for members of the Board, including all shares of Class A Common Stock by whatever name called, now owned or subsequently acquired by a Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

1.2 Board Composition. Each Stockholder agrees to vote, or cause to be voted, all Class A Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, subject to Section 6, the following persons shall be elected to the Board:

(a) As the first Common Director, the Company's Chief Executive Officer, who shall initially be Jon Meneese (the "***CEO Director***"), *provided* that, if for any reason the CEO Director shall cease to serve as the Chief Executive Officer of the Company, each of the Stockholders shall promptly vote their respective Class A Shares (i) to remove the former Chief Executive Officer of the Company from the Board if such person has not resigned as a member of the Board; and (ii) to elect such person's replacement as Chief Executive Officer of the Company as the new CEO Director or, if and for so long as there is not a replacement Chief Executive Officer, one individual designated from time to time by Gore Range, for so long as any GRC Director (as defined herein) continues to serve as a director; and

(b) As the second and third Common Director (the "***GRC Directors***"), two individuals designated from time to time by Gore Range, for so long as Gore Range or its Affiliates (as defined herein) continue to own beneficially at least 160,000 Class A Shares (which number is subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like), which individuals shall initially be Ethan Rigel and Frederick Beddingfield.

(c) As the fourth Common Director, one individual designated from time to time by Sirnaomics, for so long as Sirnaomics or its Affiliates continue to own beneficially at least 480,000 Class B Shares (as defined herein) (which number is subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like), which individual shall initially be Yang (Patrick) Lu, PhD. Class B Shares shall mean and include all Class B Shares by whatever name called, now owned or subsequently acquired by a Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

To the extent that any of clauses (a) through (c) above shall not be applicable, any member of the Board who would otherwise have been designated in accordance with the terms thereof shall instead be voted upon by all the stockholders of the Company entitled to vote thereon in accordance with, and pursuant to, the Company's Certificate of Incorporation, as the same may be amended (the "***Certificate***").

For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a "***Person***") shall be deemed an "***Affiliate***" of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

1.3 Failure to Designate a Board Member. In the absence of any designation from the Person with the right to designate a director as specified in Section 1.2, the director previously designated by such Person and then serving shall be reelected if still eligible and willing to serve as provided herein. Otherwise, such Board seat shall remain vacant.

1.4 Removal of Board Members. Each Stockholder also agrees to vote, or cause to be voted, all Class A Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Sections 1.2 or 1.3 may be removed from office other than for cause unless (i) such removal is directed or approved by the affirmative vote of the applicable Person entitled under Section 1.2 to designate that director; or (ii) the applicable Person originally entitled to designate or approve such director or occupy such Board seat pursuant to Section 1.2 is no longer so entitled to designate or approve such director or occupy such Board seat;

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Sections 1.2 or 1.3 shall be filled pursuant to the provisions of this Section 1; and

(c) upon the request of any Person entitled to designate a director as provided in Section 1.2 to remove such director, such director shall be removed.

All Stockholders agree to execute any written consents required to perform the obligations of this Section 1, and the Company agrees at the request of any Person entitled to designate a director to call a special meeting of stockholders for the purpose of electing directors.

1.5 No Liability for Election of Designated Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

1.6 Board Observers. As set forth in this Section 1.6, certain Persons shall have the right to designate, or to serve as, an observer to the Board (collectively the "***Board Observers***"). The Board Observers shall receive notice of Board meetings, together with any supporting materials, at the same time as the directors and shall be permitted to participate in the deliberations of the Board, but shall not have voting rights; *provided* that the Company may withhold information or materials from a Board Observer or exclude a Board Observer from any meeting or portion thereof if (as determined by the Board in good faith) access to such information or materials or attendance at such meeting would (x) adversely affect the attorney-client or work product privilege between the Company and its counsel; or (y) result in a conflict of interest or if withholding or exclusion is otherwise required to avoid any disclosure that is restricted by any agreement with another Person. The Board Observers shall have the same duty of confidentiality as the directors, and each Board Observe may be required by the Board to enter into a confidentiality agreement on terms satisfactory to the Company.

(a) Sirnaomics. So long as Sirnaomics or its Affiliates continue to own beneficially at least 120,000 Class B Shares (which number is subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like), Sirnaomics shall have the right to designate one Board Observer, which individual shall be designated in writing by Sirnaomics.

(b) Gore Range. So long as Gore Range /or its Affiliates continue to own beneficially any shares of Common Stock, Gore Range shall have the right to designate one Board Observer, which individual shall initially be Humberto C. Antunes.

(c) Clinical Advisory Board. The head of the Company's Clinical Advisory Board shall be entitled to be a Board Observer. The Head of the Clinical Advisory Board shall initially be Mark Nestor.

1.7 Special Rights of GRC Directors. So long as Gore Range is entitled to designate a director pursuant to Section 1.2, the Company will not, without Board approval, which approval must include the affirmative vote of at least one of the GRC Directors, take any of the following actions:

(a) make any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Company;

(b) make any loan or advance to any person, including, any employee or director, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board;

(c) guarantee, any indebtedness except for trade accounts of the Company or any subsidiary arising in the ordinary course of business;

(d) make any investment inconsistent with any investment policy approved by the Board;

(e) incur any aggregate indebtedness in excess of $100,000.00 that is not already included in a Board-approved budget, other than trade credit incurred in the ordinary course of business;

(f) enter into or be a party to any transaction with any director, officer or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such person;

(g) hire, fire, or change the compensation of the executive officers, including approving any option grants;

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

(i) sell, assign, license, pledge or encumber material technology or intellectual property, other than licenses granted in the ordinary course of business; or

(j) enter into any corporate strategic relationship involving the payment contribution or assignment by the Company or to the Company of assets greater than $100,000.00.

2. Protective Provisions. So long as Gore Range or its Affiliates own at least 40,000 Class A Shares (which number is subject to appropriate adjustment for any stock splits, stock dividends, combinations, recapitalizations and the like), in addition to any other vote or approval required by law or under the Company's Certificate or the Bylaws of the Company, as the same may be amended (the "***Bylaws***"), the Company will not, without the written consent of Gore Range or the prior approval of the Board (including the approval of one of the GRC Directors), either directly or by amendment, merger, consolidation, or otherwise: (a) liquidate, dissolve or wind up the affairs of the Company, or effect any merger or consolidation or any other Deemed Liquidation Event (as defined herein); (b) amend, alter, or repeal any provision of the Certificate or Bylaws; (c) create or authorize the creation of or issue any other security convertible into or exercisable for any equity security, or increase the authorized number of shares of the Company; (d) purchase or redeem or pay any dividend on any capital stock; or (e) create or authorize the creation of any debt security other than equipment leases or bank lines of credit; (f) create or hold capital stock in any subsidiary that is not a wholly owned subsidiary or dispose of any subsidiary stock or all or substantially all of any subsidiary assets; or (g) increase or decrease the size of the Board.

3. Investor Rights; Confidentiality.

3.1 Investor Rights Generally. So long as a Founder or its Affiliates continue to own beneficially any shares of Common Stock, each such Founder shall have the investor rights set forth in this Section 3 and shall be considered a "Major Investor" or equivalent (if and when such designation is created).

3.2 Information Rights. The Company shall deliver to each such Founder, *provided* that the Board has not reasonably determined that such Founder is a Competitor (as defined herein):

(a) as soon as practicable, but in any event within 180 days after the end of each fiscal year of the Company (i) a balance sheet as of the end of such year, (ii) statements of income

and of cash flows for such year, and (iii) a statement of stockholders' equity as of the end of such year, all prepared in accordance with U.S. generally accepted accounting principles ("***GAAP***");

(b) as soon as practicable, but in any event within 45 days after the end of each quarter of each fiscal year of the Company, unaudited statements of income and cash flows for such fiscal quarter, and an unaudited balance sheet as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments; and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(c) as soon as practicable, but in any event within 30 days after the end of each month, an unaudited income statement for such month and an unaudited balance sheet as of the end of such month, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP); and

(d) as soon as practicable, the Company's approved annual budget.

3.3 Inspection Rights. The Company shall permit each such Founder (*provided* that the Board has not reasonably determined that such Founder is a Competitor), at such Founder's expense, to visit, and inspect the Company's properties, examine its books of account and records, and discuss the Company's affairs, finances, and accounts with its officers during normal business hours of the Company as may be reasonably requested by such Founder; *provided, however*, that the Company shall not be obligated pursuant to this Section 3.3 to provide access to any information that the Company reasonably and in good faith considers to be a trade secret or confidential information or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

3.4 Confidentiality. Each Stockholder agrees that such Stockholder will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor or make decisions with respect to its investment in the Company) any confidential information obtained from the Company, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 3.4 by such Stockholder), (b) is or has been independently developed or conceived by such Stockholder without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Stockholder by a third party without a breach of any obligation of confidentiality such third party may have to the Company; *provided, however*, that any Stockholder may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent reasonably necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any existing or prospective Affiliate, partner, or member in the ordinary course of business, *provided* that (A) such Stockholder informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information and (B) Sirnaomics shall not disclose such information to its stockholders generally except as may be required by the following clause (iii); or (iii) as may otherwise be required by law, regulation, rule, court order or subpoena, *provided* that such Stockholder promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

3.5 Right to Participate. If Sagesse proposes to sell any New Securities (as defined herein), each Founder and its Affiliates shall be offered the opportunity to participate in the offering of the New Securities on the same terms and conditions as are offered to the other purchasers in the offering, *provided* that the Board has not reasonably determined that such Founder is a Competitor, unless its purchase is otherwise consented to by the Board. This right shall not be applicable to any issuance by the Company of Exempted Securities or any Shares issued in a public offering.

3.6 Definitions. For purpose of this Section 3, the following terms shall have the meanings indicated.

(a) "***Competitor***" means a Person engaged, directly or indirectly (including through any other Person, joint venture, or similar arrangement (whether now existing or formed hereafter)), in the development, marketing, sale, or licensing of products and services to destroy, reduce, dismantle, or

remodel adipose tissue in any area of the body, including adipose tissue associated with genetic disorders, metabolic disturbances, or simple fat pockets, such tissue being visceral, subcutaneous, or cavities, but shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, holds less than 20% of the outstanding equity of any Competitor and does not, nor do any of its Affiliates, have a right to designate any members of the board of directors (or other governing body) of any Competitor.

(b) "***Exempted Securities***" means any New Securities issued, as approved by the Board, (i) as or by reason of a dividend or distribution on Shares, (ii) to a bank or other financial institution pursuant to a debt financing, (iii) to employees, directors, or consultant of the Company pursuant to a plan, agreement, or arrangement, (iv) upon the exercise of convertible securities of the Company, or (v) as acquisition consideration.

(c) "***New Securities***" means, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

4. Drag-Along Right.

4.1 Definitions. A "***Sale of the Company***" shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from stockholders of the Company shares representing more than 50% of the outstanding voting power of the Company (a "***Stock Sale***"); or (b) a transaction that qualifies as a Deemed Liquidation Event (as defined herein). Each of the following events shall be considered a "***Deemed Liquidation Event***" unless the holders of at least 80% of the outstanding Class A Shares (the "***Requisite Holders***") elect otherwise by written notice sent to the Company at least 10 days prior to the effective date of any such event:

(a) a merger or consolidation in which

(i) the Company is a constituent party or

(ii) a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Company or a subsidiary in which the Shares outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation;

(b) (1) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company; or

(c) the sale, transfer or other disposition, in a single transaction or series of related transactions of Shares representing in excess of 50% of the outstanding voting securities of the Company, other than any transaction in which the Company issues shares of its capital stock to investors primarily for capital raising purposes.

4.2 Actions to be Taken. In the event that (i) the holders of at least 80% of the Class A Shares then outstanding (the "***Selling Investors***") approve a Sale of the Company in writing, specifying that this Section 4 shall apply to such transaction, then, subject to satisfaction of each of the conditions set forth in Section 4.3, each Stockholder and the Company hereby agree:

(a) if such transaction requires stockholder approval, with respect to all Class A Shares, or any other Shares entitled to vote under applicable law, that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Class A Shares and such other Shares in favor of, and adopt, such Sale of the Company (together with any related amendment or restatement to the Certificate required to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(b) if such transaction is a Stock Sale, to sell the same proportion of Shares beneficially held by such Stockholder as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Shares and, except as permitted in Section 4.3, on the same terms and conditions as the other stockholders of the Company;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Investors in order to carry out the terms and provision of this Section 4, including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Class A Shares or other such Shares owned by such Party or Affiliate in a voting trust or subject any Class A Shares or other such Shares to any arrangement or agreement with respect to the voting thereof, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(e) to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company, or (ii) asserting any claim or commencing any suit (x) challenging the Sale of the Company or this Agreement, or (y) alleging a breach of any fiduciary duty of the Selling Investors or any affiliate or associate thereof (including aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Sale of the Company, or the consummation of the transactions contemplated thereby;

(f) if the consideration to be paid in exchange for the Shares pursuant to this Section 4 includes any securities and due receipt thereof by any Stockholder would require under applicable law (i) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (ii) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "***Securities Act***"), the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares that would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for such Shares; and

(g) in the event that the Selling Investors, in connection with such Sale of the Company, appoint a stockholder representative (the "***Stockholder Representative***") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (i) to consent to (1) the appointment of such Stockholder Representative, (2) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (3) the payment of such Stockholder's pro rata portion (from

the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (ii) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative, within the scope of the Stockholder Representative's authority, in connection with its service as the Stockholder Representative, absent fraud, bad faith, gross negligence or willful misconduct.

4.3 Conditions. Notwithstanding anything to the contrary set forth herein, a Stockholder will not be required to comply with Section 4.2 in connection with any proposed Sale of the Company (the "***Proposed Sale***"), unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title the Shares held by such Stockholder, including representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable (subject to customary limitations) against the Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Stockholder in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Stockholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Stockholder;

(b) such Stockholder is not required to agree (unless such Stockholder is a Company officer or employee) to any restrictive covenant in connection with the Proposed Sale (including any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale) but excluding any customary confidentiality obligation;

(c) the Stockholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(d) liability shall be limited to such Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(e) upon the consummation of the Proposed Sale (i) each holder of each class or series of the capital stock of the Company will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, and if any holders of any capital stock of the Company are given a choice as to the form of consideration to be received as a result of the Proposed Sale, all holders of such capital stock will be given the same option and (ii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their Shares; *provided, however,* that, notwithstanding the foregoing provisions of this Section 4.3(e), if the consideration to be paid in exchange for the Stockholder's Shares pursuant to this Section 4.3(e) includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender

of the Stockholder's Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Stockholder's Shares;

(f) subject to Section 4.3(e) requiring the same form of consideration to be available to the holders of any single class or series of capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such capital stock will be given the same option; *provided, however*, that nothing in this Section 4.3(f) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Company's stockholders.

4.4 Restrictions on Sales of Control of the Company. No Stockholder shall be a party to any Stock Sale unless (a) all Stockholders are allowed to participate in such transaction(s), and (b) the consideration received pursuant to such transaction is allocated among the parties thereto pro rata based on the number of Shares held by each such holder. Notwithstanding the foregoing, Gore Range and its Affiliates shall be entitled to sell their Shares, debt or other interests in the Company after providing 30-days' prior written notice to the other Stockholders and giving them the opportunity to purchase the shares at the same value.

5. Remedies.

5.1 Covenants of the Company. The Company agrees to use its commercially reasonable efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the Parties enjoy the benefits of this Agreement. Such actions include the use of the Company's commercially reasonable efforts to cause the nomination and election of the directors as provided in this Agreement.

5.2 Irrevocable Proxy and Power of Attorney. Each Party hereby constitutes and appoints as the proxies of the Party and hereby grants a power of attorney to the Chief Executive Officer of the Company, and a designee of the Selling Investors, and each of them, with full power of substitution, with respect to the matters set forth herein, including votes to elect or remove the directors pursuant to Section 1 and votes regarding any Sale of the Company pursuant to Section 4, and hereby authorizes each of them to represent and vote, if and only if the Party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of Sections 1 and 4, all of such Party's Shares in favor of the election or removal of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or the approval of any Sale of the Company pursuant to and in accordance with the terms and provisions of Section 4 or to take any action reasonably necessary to effect Sections 1 and 4, respectively. The power of attorney granted hereunder shall authorize the Chief Executive Officer of the Company to execute and deliver the documentation referred to in Section 4.2(c) on behalf of any Party failing to do so within five business days of a request by the Company. Each of the proxy and power of attorney granted pursuant to this Section 5.2 is given in consideration of the agreements and covenants of the Company and the Parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to this Section 7. Each Party hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 7, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

5.3 Specific Enforcement. Each Party acknowledges and agrees that each Party will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the Parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Parties shall be entitled to an injunction to prevent breaches of this Agreement, and to specific

enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

5.4 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

6. "Bad Actor" Matters.

6.1 Definitions. For purposes of this Agreement:

(a) "**Company Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

(b) "**Disqualified Designee**" means any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

(c) "**Disqualification Event**" means a "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act.

(d) "**Rule 506(d) Related Party**" means, with respect to any Person, any other Person that is a beneficial owner of such first Person's securities for purposes of Rule 506(d) under the Securities Act.

6.2 Representations.

(a) Each Person with the right to designate or participate in the designation of a director pursuant to this Agreement hereby represents that (i) such Person has exercised reasonable care to determine whether any Disqualification Event is applicable to such Person, any director designee designated by such Person pursuant to this Agreement or any of such Person's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable and (ii) no Disqualification Event is applicable to such Person, any Board member designated by such Person pursuant to this Agreement or any of such Person's Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Notwithstanding anything to the contrary in this Agreement, no Party makes any representation regarding any Person that may be deemed to be a beneficial owner of the Company's voting equity securities held by such Party solely by virtue of that Person being or becoming a party to (x) this Agreement, as may be subsequently amended, or (y) any other contract or written agreement by which the Company and such Party (1) the voting power, which includes the power to vote or to direct the voting of, such security; or (2) the investment power, which includes the power to dispose, or to direct the disposition of, such security.

(b) The Company hereby represents and warrants to the other Parties that no Disqualification Event is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3) is applicable.

7. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) immediately before the consummation of the Company's first underwritten public offering of its Common Stock (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or an SEC Rule 145 transaction); (b) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"); (c) the consummation of a Sale of the Company, *provided* that the provisions of Section 4 will continue after the closing of any Sale of the Company to the extent necessary to enforce the provisions of Section 4 with respect to such Sale of the Company; or (d) termination of this Agreement in accordance with Section 8.8.

8. Miscellaneous.

8.1 Additional Parties. In the event that after the date of this Agreement, the Company enters into an agreement with any Person that is not party to this Agreement to issue shares of capital stock to such Person, following which such Person shall hold Shares constituting 1% or more of the then outstanding capital stock of the Company (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised or converted or exchanged), then, the Company shall cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as **Exhibit A**, agreeing to be bound by and subject to the terms of this Agreement as a Stockholder and thereafter such person shall be deemed a Stockholder for all purposes under this Agreement.

8.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as **Exhibit A**. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a Party as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be a Stockholder. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Section 8.2. Each certificate instrument, or book entry representing the Shares subject to this Agreement if issued on or after the date of this Agreement shall be notated by the Company with the legend set forth in Section 8.12.

8.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.4 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

8.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.6 Interpretation and Construction. The following rules of interpretation and construction apply to this Agreement: (a) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement; (b) all references in this Agreement to a Section, Schedule, or Exhibit are intended to refer to a Section, Schedule, or Exhibit of this Agreement, unless otherwise indicated; (c) the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; (d) the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; (e) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; (f) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; (g) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation" if such words or the equivalent thereof are not present; (h) the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase "and/or;" (i) whenever the context requires, the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include the masculine and feminine genders; (j) captions and headings are only for reference; and (k) unless the context requires otherwise, all references to "years," "months," or "days" shall mean "calendar years," "calendar months," and "calendar days," respectively.

8.7 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the Party to be notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, or (c) upon delivery by an internationally recognized overnight courier, freight prepaid, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth on **Schedule A**, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 8.7. If notice is given to the Company, a copy (which shall not constitute notice) shall also be sent to Munck Wilson Mandala, LLP, Attention: Randall G. Ray, at, on or before August 31, 2024, 12770 Coit Road, Suite 600, Dallas, TX 75251 and after August 31, 2024, 2000 McKinney Ave., Suite 1900, Dallas, TX 75201.

(b) Consent to Electronic Notice. Each Stockholder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "***DGCL***"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address set forth below such Stockholder's name on **Schedule A**, as updated from time to time by notice to the Company, or as on the books of the Company. Each Stockholder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

8.8 Consent Required to Amend, Modify, Terminate or Waive. This Agreement may be amended, modified or terminated (other than pursuant to Section 7) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (i) the Company, (ii) Sirnaomics, and (iii) Stockholders holding 80% of the Class A Shares then held by all the Stockholders. Notwithstanding the foregoing:

(a) this Agreement may not be amended, modified or terminated and the observance of any term of this Agreement may not be waived with respect to any Stockholder without the written consent of such Stockholder unless such amendment, modification, termination or waiver applies to all Stockholders, as the case may be, in the same fashion;

(b) the provisions of Sections 1.2(b), 1.6(b), 2, and 3 and this Section 8.8(b) may not be amended, modified, terminated or waived without the written consent of Gore Range;

(c) the provisions of Sections 1.2(c), 1.6(a), 2, and 3 and this Section 8.8(c) may not be amended, modified, terminated or waived without the written consent of Sirnaomics;

(d) **Schedule A** may be amended by the Company from time to time in accordance with Sections 8.1 and 8.2 to add information about additional Parties or permitted transferees without the consent of the other Parties; and

(e) any provision hereof may be waived by the waiving Party on such Party's own behalf, without the consent of any other Party.

Any amendment, modification, termination, or waiver effected in accordance with this Section 8.8 shall be binding on each Party and all of such Party's successors and permitted assigns, whether or not any such Party, successor or assignee entered into or approved such amendment, modification, termination or

waiver. For purposes of this Section 8.8, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder Parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

8.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

8.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.11 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled.

8.12 Share Certificate Legend. Each certificate, instrument, or book entry representing any Shares issued after the date hereof shall be notated by the Company with a legend reading substantially as follows:

> "THE SHARES REPRESENTED HEREBY ARE SUBJECT TO A STOCKHOLDER AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF THAT STOCKHOLDER AGREEMENT, INCLUDING CERTAIN RESTRICTIONS ON TRANSFER AND OWNERSHIP SET FORTH THEREIN."

The Company, by its execution of this Agreement, agrees that it will cause the certificates. instruments or book entry evidencing the Shares issued after the date hereof to be notated with the legend required by this Section 8.12, and it shall supply, free of charge, a copy of this Agreement to any holder of such Shares upon written request from such holder to the Company at its principal office. The Parties do hereby agree that the failure to cause the certificates, instruments or book entry evidencing the Shares to be notated with the legend required by this Section 8.12 or the failure of the Company to supply, free of charge, a copy of this Agreement as provided hereunder shall not affect the validity or enforcement of this Agreement.

8.13 Stock Splits, Stock Dividends, Etc. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Stockholders (including in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and shall be notated with the legend set forth in Section 8.12.

8.14 Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

8.15 Further Assurances. At any time or from time to time after the date hereof, the Parties agree to cooperate with each other, and at the request of any other Party, to execute and deliver

any further instruments or documents and to take all such further action as the other Party may reasonably request in order to carry out the intent of the Parties.

8.16 Dispute Resolution. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the State of Delaware and to the jurisdiction of the U.S. District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of the State of Delaware or the U.S. District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

8.17 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8.18 Attorneys' Fees. If any action at law or in equity (including, arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

8.19 Aggregation of Stock. All Shares held or acquired by a Stockholder or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

8.20 Expenses. Except as otherwise specified herein, each Party will bear its own costs and expenses, including fees and expenses of legal counsel, accountants, brokers, consultants and other representatives used or hired in connection with the negotiation and preparation of this Agreement.

[Remainder of page intentionally left blank]

The Parties have executed this Stockholder Agreement as of the date first written above.

COMPANY:

Sagesse Bio, Inc.

By:_____
Jon Meneese
President and Chief Executive Officer

Email: jonmeneese@gmail.com

The Parties have executed this Stockholder Agreement as of the date first written above.

Sirnaomics, Inc.

By:_____
Yang (Patrick) Lu, PhD
President and Chief Executive Officer

Address: 20511 Seneca Meadows Parkway
Suite 200
Germantown, MD 20876

Email: plu@sirnaomics.com

The Parties have executed this Stockholder Agreement as of the date first written above.

STOCKHOLDER:

Gore Range Capital Fund II LLC

By: Gore Range Capital LLC, its Manager

By:_____
Ethan Rigel
Managing Partner

Address: 2121 N. Frontage Road W.
Vail, CO 81657

Email: ethan@gorerangecapital.com

The Parties have executed this Stockholder Agreement as of the date first written above.

STOCKHOLDER:

Red Kangaroo Holdings, LP

By:_____
Ethan Rigel, Managing Partner

Address: Attention: Ethan Rigel
1205 S. White Chapel Blvd., Suite 100
Southlake, TX 76092

Email: ethan@gorerangecapital.com

The Parties have executed this Stockholder Agreement as of the date first written above.

STOCKHOLDER:

Dinosaur Valley LP

By:_____
Humberto C. Antunes, Managing Partner

Address: Attention: Humberto C. Antunes
1205 S. White Chapel Blvd., Suite 100
Southlake, TX 76092

Email: humberto@gorerangecapital.com

The Parties have executed this Stockholder Agreement as of the date first written above.

STOCKHOLDER:

Frederick Beddingfield

_____

Address: _____

_____

Email: fbeddingfield3@gmail.com

The Parties have executed this Stockholder Agreement as of the date first written above.

STOCKHOLDER:

Jon Meneese

_____

Address: 5313 Shadow Glen Dr.
Grapevine, TX 76051

Email: jonmeneese@gmail.com

The Parties have executed this Stockholder Agreement as of the date first written above.

STOCKHOLDER:

Michael Molyneaux

_____

Address: 2 Trapani
Laguna Niguel, CA 92677

Email: molymd@gmail.com

The Parties have executed this Stockholder Agreement as of the date first written above.

STOCKHOLDER:

Mark Nestor

_____

Address: 2925 Aventura Blvd., Suite 205
Aventura, FL 33180

Email: nestormd@admcorp.com

SCHEDULE A

STOCKHOLDERS

Name, Address, and E-mail	Shares of Class A Common Stock Held	Shares of Class B Common Stock Held
Gore Range Capital Fund II LLC Attention: Ethan Rigel 2121 N. Frontage Road W. Vail, CO 81657 Email: ethan@gorerangecapital.com	800,000	
Sirnaomics, Inc. Attention: President/CFO/Secretary 20511 Seneca Meadows Parkway, Suite 200 Germantown, MD 20876 Email: plu@sirnaomics.com; order@sirnaomics.com		2,400,000
Dinosaur Valley LP Attention: Humberto C. Antunes 1205 S. White Chapel Blvd., Suite 100 Southlake, TX 76092 Email: humberto@gorerangecapital.com	100,000	
Red Kangaroo Holdings LP Attention: Ethan Rigel 1205 S. White Chapel Blvd., Suite 100 Southlake, TX 76092 Email: ethan@gorerangecapital.com	100,000	
Frederick Beddingfield _____ _____ Email: fbeddingfield3@gmail.com	115,000	
Jon Meneese 5313 Shadow Glen Dr. Grapevine, TX 76051 Email: jonmeneese@gmail.com	200,000	
Michael Molyneaux 2 Trapani Laguna Niguel, CA 92677 Email: molymd@gmail.com	130,000	
Mark Nestor 2925 Aventura Blvd., Suite 205 Aventura, FL 33180 Email: nestormd@admcorp.com	130,000	
[RESERVED; NOT ISSUED]	25,000	

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement ("***Adoption Agreement***") is executed on _____, by the undersigned (the "***Holder***") pursuant to the terms of that certain Stockholder Agreement dated as of [•], 2024 (the "***Agreement***"), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 **Acknowledgement**. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the "***Stock***")[or options, warrants, or other rights to purchase such Stock (the "***Options***")], for one of the following reasons (Check the correct box):

☐ In accordance with Section 8.1 of the Agreement, as a new party, in which case Holder will be a "Stockholder" for all purposes of the Agreement.

☐ In accordance with Section 8.2 of the Agreement, as a transferee of Shares from a party in such party's capacity as an "Stockholder" bound by the Agreement, and after such transfer, Holder shall be considered an "Stockholder" for all purposes of the Agreement.

1.2 **Agreement**. Holder hereby (a) agrees that the Stock [Options], and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 **Notice**. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder's signature hereto.

HOLDER: _____

By: _____
Name and Title of Signatory

Address: _____

_____

Email Address: _____

ACCEPTED AND AGREED:

Sagesse Bio, Inc.

By: _____

Name: _____

Title: _____