
**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): May 7, 2026

Odyssey Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-43270
(Commission
File Number)

86-3384382
(I.R.S. Employer
Identification No.)

51 Sleeper Street
Suite 800
Boston, Massachusetts 02210
(Address of principal executive offices)
(617) 865-9628 (Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Written communication 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-commencements 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 Symbols	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	ODTX	The Nasdaq Stock Market LLC

- 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).
 - 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.
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Item 1.01 Entry into a Material Definitive Agreement

On May 7, 2026, Odyssey Therapeutics, Inc. (the “**Company**”) entered into a Share Purchase Agreement (the “**Purchase Agreement**”) with TPG LSI Rise Orazio II, L.P. (“**Purchaser**”), an affiliate of an existing stockholder of the Company, for the purchase of an aggregate of 1,388,889 shares (the “**Shares**”) of the Company’s common stock, par value \$0.001 (the “**Common Stock**”), at a per share price equal to the initial public offering price of \$18.00 per share, through a private placement financing (the “**Private Placement**”), which closed concurrently with the initial public offering of shares of the Company’s Common Stock (the “**IPO**”). J.P. Morgan Securities LLC, TD Securities (USA) LLC, Cantor Fitzgerald & Co., Wedbush & Co., LLC and Oppenheimer and Co. Inc. acted as placement agents for the Private Placement, and the Company agreed to pay a placement agent fee equal to 7.0% of the total purchase price of the Shares. Pursuant to the Purchase Agreement, the Shares will be treated as registrable securities under the Third Amended and Restated Investor Rights Agreement, dated June 16, 2025, among the Company and the investors party thereto, as amended, pursuant to which holders of registrable securities have registration rights, subject to specified holder thresholds and other conditions and limitations. The Purchase Agreement also contains customary representations, warranties and agreements by the Company and the Purchaser.

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The representations, warranties and covenants contained in the Purchase Agreement were made solely for the benefit of the parties thereto and may be subject to limitations agreed upon by the contracting parties. Accordingly, the Purchase Agreement is incorporated herein by reference only to provide investors with information regarding the terms thereof and not to provide investors with any other information regarding the Company or its business.

Item 3.02 Unregistered Sales of Equity Securities

To the extent required by Item 3.02 of Form 8-K, the information regarding the Shares set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.02. The Shares have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or applicable state securities laws, and were issued and sold pursuant to Section 4(a)(2) of the Securities Act. The Purchaser has represented that it is an “institutional accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act or a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act, and is acquiring the Shares for investment purposes only and not with a view to any public distribution or with any intention of selling, distributing or otherwise disposing of the Shares in a manner that would violate the registration requirements of the Securities Act. The Shares were offered without any general solicitation by the Company or its representatives.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Amendment and Restatement of Certificate of Incorporation

In connection with the closing of the IPO, on May 11, 2026, the Company filed an amended and restated certificate of incorporation (the “**Amended and Restated Certificate of Incorporation**”) with the Secretary of State of the State of Delaware. The Company’s board of directors (the “**Board**”) and stockholders previously approved the Amended and Restated Certificate of Incorporation to be effective as of immediately prior to the closing of the IPO.

Amendment and Restatement of Bylaws

Effective as of May 11, 2026, the Company adopted amended and restated bylaws (the “**Amended and Restated Bylaws**”) in connection with the closing of the IPO. The Board and stockholders previously approved the Amended and Restated Bylaws to be effective immediately prior to the closing of the IPO.

The foregoing descriptions of the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws do not purport to be complete and are qualified in their entirety by reference to the full text of the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, which are filed as Exhibits 3.1 and 3.2 hereto, respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
3.1	<u>Ninth Amended and Restated Certificate of Incorporation of the Registrant.</u>
3.2	<u>Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.4 to the Registrant’s Registration Statement on Form S-1 (File No. 333-295141), filed on April 17, 2026).</u>
10.1	<u>Share Purchase Agreement, dated May 7, 2026, between the Registrant and TPG LSI Rise Orazio II, L.P.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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.

Odyssey Therapeutics, Inc.

By: /s/ Gary D. Glick
Gary D. Glick, Ph.D.
President and Chief Executive Officer

Dated: May 11, 2026

**NINTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ODYSSEY THERAPEUTICS, INC.**

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Odyssey Therapeutics, Inc. (the “*Corporation*”), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “*DGCL*”),

DOES HEREBY CERTIFY AS FOLLOWS:

1. The Corporation was originally incorporated pursuant to the DGCL on April 13, 2021 under the name Odyssey Therapeutics, Inc. The First Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on August 30, 2021. The Second Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on November 12, 2021. The Third Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on November 22, 2021. The Fourth Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on May 5, 2022. The Fifth Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on May 13, 2022. The Sixth Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on October 24, 2023. The Seventh Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on November 21, 2024. The Eighth Amended and Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on June 16, 2025 (as amended, the “*Existing Certificate*”).

2. This Ninth Amended and Restated Certificate of Incorporation (this “*Certificate*”), which amends, restates and further integrates the Existing Certificate, has been approved by the Board of Directors of the Corporation in accordance with Sections 242 and 245 of the DGCL, and has been adopted by the written consent of the stockholders of the Corporation in accordance with Section 228 of the DGCL.

3. This Certificate shall become effective on the date of its filing with the Secretary of State of Delaware.

4. The text of the Existing Certificate is hereby amended and restated in its entirety to read as follows:

ARTICLE I

NAME

The name of the corporation is Odyssey Therapeutics, Inc. (the “*Corporation*”).

ARTICLE II

PURPOSE

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “*DGCL*”).

ARTICLE III

REGISTERED AGENT

The address of the Corporation’s registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle 19801, and the name of the Corporation’s registered agent at such address is The Corporation Trust Company.

ARTICLE IV

CAPITALIZATION

Section 4.1 Authorized Capital Stock. The total number of shares of all classes of capital stock, each with a par value of \$0.0001 per share, which the Corporation is authorized to issue is 550,000,000 shares, consisting of (a) 500,000,000 shares of common stock (the “*Common Stock*”) and (b) 50,000,000 shares of preferred stock (the “*Preferred Stock*”).

Section 4.2 Common Stock.

(a) *Voting*. Except as otherwise required by law or this Certificate of Incorporation (as may be amended or restated from time to time, including by any certificate of designation, this “*Certificate*”), the holders of shares of Common Stock shall (i) exclusively possess all voting power with respect to the Corporation, (ii) be entitled to one vote for each such share on each matter properly submitted to the stockholders of the Corporation on which the holders of shares of Common Stock are entitled to vote, and (iii) have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders. Notwithstanding the foregoing, except as otherwise required by law or this Certificate, the holders of shares of Common Stock shall not be entitled to vote on any amendment to this Certificate that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series of Preferred Stock are entitled exclusively, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate or applicable law.

(b) *Dividends*. Subject to applicable law, and the rights, if any, of the holders of any series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(c) *Liquidation, Dissolution or Winding Up of the Corporation.* Subject to applicable law, and the rights, if any, of the holders of any series of Preferred Stock, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares held by them.

Section 4.3 Preferred Stock. The Board of Directors of the Corporation (the “*Board*”) is hereby expressly authorized to provide out of the unissued shares of Preferred Stock for one or more series of Preferred Stock and to establish from time to time the number of shares to be included in each such series and to fix the voting rights, if any, designations, powers, preferences and relative, participating, optional, special and other rights, if any, of each such series and any qualifications, limitations and restrictions thereof, as shall be stated in the resolution or resolutions adopted by the Board providing for the issuance of such series and included in a certificate of designation filed pursuant to the DGCL, and the Board is hereby expressly vested with the authority to the full extent provided by law, now or hereafter, to adopt any such resolution or resolutions. Without limiting the generality of the foregoing, the resolution or resolutions providing for the creation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law and this Certificate. Except as otherwise required by law and any applicable certificate of designation, the holders of any series of Preferred Stock shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Certificate.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board. In addition to the powers and authority expressly conferred upon the Board by applicable law, this Certificate or the Bylaws of the Corporation (the “*Bylaws*”), the Board is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the DGCL, this Certificate and any Bylaws adopted by the stockholders of the Corporation; *provided, however*, that no Bylaws hereafter adopted by the stockholders of the Corporation shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

Section 5.2 Number, Classes, Term and Election.

(a) *Number.* The number of directors of the Corporation, other than those who may be elected by the holders of one or more series of Preferred Stock voting separately by class or series, shall be fixed from time to time exclusively by the Board pursuant to a resolution adopted by a majority of the Board.

(b) *Classes.* Subject to Section 5.5 hereof, the Board shall be divided into three classes, which shall be as nearly equal in number as possible and designated Class I, Class II and

Class III. The term of the initial Class I Directors shall expire at the first annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate, the term of the initial Class II Directors shall expire at the second annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate and the term of the initial Class III Directors shall expire at the third annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate. At each succeeding annual meeting of the stockholders of the Corporation, beginning with the first annual meeting of the stockholders of the Corporation following the effectiveness of this Certificate, each of the successors elected to replace the class of directors whose term expires at that annual meeting shall be elected for a three-year term or until the election and qualification of their respective successors in office, subject to their earlier death, resignation or removal. Subject to Section 5.5 hereof, if the number of directors that constitute the Board is changed, any increase or decrease shall be apportioned by the Board among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case shall a decrease in the number of directors constituting the Board shorten the term of any incumbent director. Subject to the rights of the holders of one or more series of Preferred Stock, voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. The Board is hereby expressly authorized, by resolution or resolutions thereof, to assign members of the Board already in office to the aforesaid classes at the time this Certificate (and therefore such classification) becomes effective in accordance with the DGCL.

(c) *Term.* Subject to Section 5.5 hereof, a director shall hold office until the annual meeting for the year in which his, her or their term expires and until his, her or their successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

(d) *Election.* Unless and except to the extent that the Bylaws shall so require, the election of directors need not be by written ballot. The holders of shares of Common Stock shall not have cumulative voting rights with regard to the election of directors.

Section 5.3 Newly Created Directorships and Vacancies. Subject to Section 5.5 hereof, newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal or other cause may be filled exclusively by a majority vote of the remaining directors then in office, even if less than a quorum, or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for the remainder of the full term of the class of directors to which the new directorship was added or in which the vacancy occurred and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

Section 5.4 Removal. Subject to Section 5.5 hereof, any or all of the directors may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

Section 5.5 Preferred Stock – Directors. Notwithstanding any other provision of this Article V, and except as otherwise required by law, whenever the holders of one or more series of Preferred Stock shall have the right, voting separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of Preferred Stock as set forth in this Certificate and any applicable certificate of designation and such directors shall not be included in any of the classes created pursuant to this Article V unless expressly provided by such terms.

Section 5.6 Committees. Pursuant to the Bylaws, the Board may establish one or more committees that may be delegated any or all of the powers and duties of the Board to the full extent permitted by law.

ARTICLE VI

BYLAWS

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power and is expressly authorized to adopt, amend, alter or repeal the Bylaws. The affirmative vote of a majority of the Board shall be required to adopt, amend, alter or repeal the Bylaws. The Bylaws also may be adopted, amended, altered or repealed by the stockholders; *provided, however*, that in addition to any vote of the holders of any class or series of capital stock of the Corporation required by law or by this Certificate, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend, alter or repeal the Bylaws; *provided, however*, that if the Board recommends that stockholders approve such adoption, amendment, alteration or repeal, such action shall only require the affirmative vote of the holders of a majority of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class; and *provided, further, however*, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the Board that would have been valid if such Bylaws had not been adopted.

ARTICLE VII

SPECIAL MEETINGS OF STOCKHOLDERS; ADVANCE NOTICE; NO ACTION BY WRITTEN CONSENT

Section 7.1 Special Meetings. Subject to the rights, if any, of the holders of any series of Preferred Stock and to the requirements of applicable law, special meetings of stockholders of the Corporation may be called only by the Chair of the Board, the Chief Executive Officer of the Corporation or the Board, and may not be called by the stockholders of the Corporation or any other person.

Section 7.2 Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

Section 7.3 No Action by Written Consent. Subject to the rights, if any, of the holders of shares of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such stockholders and may not be effected by written consent of the stockholders.

ARTICLE VIII

LIMITED LIABILITY; INDEMNIFICATION

Section 8.1 Limitation of Director and Officer Liability. To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, a director or officer of the Corporation shall not be personally liable to the Corporation or to its stockholders for monetary damages for any breach of fiduciary duty as a director or officer. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director or officer of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

Section 8.2 Indemnification and Advancement of Expenses.

(a) *Indemnification and Advancement of Expenses*. To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “*proceeding*”) by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (an “*indemnitee*”), whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys’ fees, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974 and penalties and amounts paid in settlement) reasonably incurred by such indemnitee in connection with such proceeding. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys’ fees) incurred by an indemnitee in defending or otherwise participating in any proceeding in advance of its final disposition; *provided, however*, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking, by or on behalf of the indemnitee, to repay all amounts so advanced if it shall ultimately be determined that the indemnitee is not entitled to be indemnified under this Section 8.2 or otherwise. The rights to indemnification and advancement of expenses conferred by this Section 8.2 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators.

Notwithstanding the foregoing provisions of this Section 8.2(a), except for proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify and advance expenses to an indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

(b) *Non-Exclusivity of Rights; Indemnification of Other Persons.* The rights to indemnification and advancement of expenses conferred on any indemnitee by this Section 8.2 shall not be exclusive of any other rights that any indemnitee may have or hereafter acquire under law, this Certificate, the Bylaws, an agreement, vote of stockholders or disinterested directors, or otherwise. In addition, this Section 8.2 shall not limit the right of the Corporation, to the extent and in the manner authorized or permitted by law, to indemnify and to advance expenses to persons other than indemnitees.

(c) *Amendments.* Any repeal or amendment of this Section 8.2 by the stockholders of the Corporation or by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Section 8.2, shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not in any way diminish or adversely affect any right or protection existing at the time of such repeal or amendment or adoption of such inconsistent provision in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

ARTICLE IX

AMENDMENT; SEVERABILITY; DEEMED NOTICE

Section 9.1 Amendment. The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate, and other provisions authorized by the laws of the State of Delaware at the time in force that may be added or inserted, in the manner now or hereafter prescribed by this Certificate and the DGCL; and, except as set forth in Article VIII, all rights, preferences and privileges of whatever nature herein conferred upon stockholders, directors or any other persons by and pursuant to this Certificate in its present form or as hereafter amended are granted subject to the right reserved in this Article IX. Notwithstanding any other provisions of this Certificate or any provision of applicable law that might otherwise permit a lesser vote, but in addition to any affirmative vote of the holders of any particular class or series of the capital stock of the Corporation required by law or by this Certificate, the affirmative vote of (a) two-thirds (2/3) of the directors then in office and (b) the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend, alter, change or repeal Article V, Article VI, Article VII, Article VIII and this Article IX.

Section 9.2 Severability. If any provision or provisions of this Certificate shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and

enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate (including, without limitation, each portion of any sentence of this Certificate containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Section 9.3 Deemed Notice. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Certificate.

ARTICLE X

EXCLUSIVE FORUM FOR CERTAIN LAWSUITS; CONSENT TO JURISDICTION

Section 10.1 Forum. Subject to the last sentence in this Section 10.1 and unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by the applicable law, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the state or federal courts in the State of Delaware) shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL or this Certificate or the Bylaws, (d) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, (e) any other action asserting a claim against the Corporation or any director, officer, stockholder, employee or agent of the Corporation that constitutes an "internal corporate claim" as defined by Section 115 of the DGCL, or (f) any action brought by a stockholder, when acting in their capacity as a stockholder or in the right of the Corporation, that does not constitute an "internal corporate claim" as defined by Section 115 of the DGCL, if such claim relates to the business of the Corporation, the conduct of its affairs, or the rights or powers of the Corporation or its stockholders, directors or officers, and, if brought outside the State of Delaware, the stockholder bringing the suit will be deemed to have consented to service of process on such stockholder's counsel except any action (i) as to which the Court of Chancery in the State of Delaware determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), (ii) which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or (iii) for which the Court of Chancery does not have subject matter jurisdiction. Notwithstanding the foregoing, (A) the provisions of this Section 10.1 will not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts have exclusive jurisdiction and (B) unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, or the rules and regulations promulgated thereunder.

Section 10.2 Consent to Jurisdiction. If any action the subject matter of which is within the scope of Section 10.1 is filed in a court other than a court located within the State of Delaware (a “*Foreign Action*”) in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 10.1 (an “*Enforcement Action*”) and (b) having service of process made upon such stockholder in any such Enforcement Action by service upon such stockholder’s counsel in the Foreign Action as agent for such stockholder.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by the undersigned authorized officer as of the 11th day of May, 2026.

ODYSSEY THERAPEUTICS, INC.

By: /s/ Gary D. Glick
Name: Gary D. Glick, Ph.D.
Title: President and Chief Executive Officer

[Signature page to the Ninth Amended and Restated Certificate of Incorporation]

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of May 7, 2026 (the “**Effective Date**”), by and between TPG LSI Rise Orazio II, L.P. is a Delaware limited partnership (the “**Investor**”), and Odyssey Therapeutics, Inc., a Delaware corporation (the “**Company**”).

WHEREAS, the Company is proposing to issue and sell to the Investor (the “**Offering**”) \$25,000,002 of the Company’s common stock, \$0.0001 par value per share (the “**Common Stock**”), contemporaneously with the Company’s underwritten initial public offering of Common Stock (“**IPO**”), pursuant to the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the closing of the Offering shall take place concurrently with the closing of the IPO (the “**IPO Closing Time**”) and at a price per share equal to the initial public offering price per share of Common Stock sold to the public in the IPO (the “**IPO Price**”), as set forth on the cover of the final prospectus to be filed with the Securities and Exchange Commission (the “**SEC**”) pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the “**Securities Act**”); and

WHEREAS, the Shares (as defined below) are being offered by the Company to the Investor pursuant to an exemption from registration under the Securities Act; and

WHEREAS, in order to effect the IPO, the Company shall enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with J.P. Morgan Securities LLC, TD Securities (USA) LLC and Cantor Fitzgerald & Co., as representatives of the several underwriters named therein (acting in such capacity, collectively, the “**Underwriters**”), substantially in the form attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, the parties hereto hereby agree as follows:

1. Sale of Shares.

- (a) *Purchase and Sale.* Subject to the terms and conditions set forth in this Agreement, the Company hereby agrees to sell to the Investor, and the Investor hereby agrees to purchase from the Company, \$25,000,002 of the Company’s Common Stock (the “**Investment Amount**”) at a price per share equal to the IPO Price. The number of shares of Common Stock to be sold by the Company and purchased by the Investor hereunder (the “**Shares**”) shall equal the number of shares of Common Stock determined by dividing the Investment Amount by the IPO Price (rounded down to the nearest whole share). The total purchase price to be paid by the Investor for the Shares is equal to (i) the number of Shares multiplied by (ii) the IPO Price (the “**Purchase Price**”).
 - (b) *Closing.* The closing of the purchase and sale of the Shares (the “**Closing**”) shall take place at the offices of Covington and Burling LLP, 30 Hudson Yards, New York, NY 10001 or at such other place as shall be agreed upon by the parties hereto, after the satisfaction or waiver of each of the
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conditions set forth in Section 3 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) concurrently with the IPO Closing Time. At the Closing, the Purchase Price for the Shares shall be delivered by or on behalf of the Investor directly to the Company against delivery to the Investor of the Shares, which Shares shall be uncertificated and shall be registered in the name of the Investor on the books of the Company by the Company's transfer agent.

- (c) *Payment of Purchase Price.* Payment by the Investor of the Purchase Price to the Company shall be made at the Closing by wire transfer of immediately available funds equal to the Purchase Price to an account specified in writing by the Company at least two business days prior to the Closing.

2. Representations and Warranties.

2.1 Representations and Warranties of the Company. The Company represents and warrants to the Investor as follows as of the date hereof and as of the time of the Closing:

- (a) The Company has the full right, power, authority and capacity to enter into this Agreement and the Engagement Letter by and among the Company and the Placement Agents (as hereinafter defined), entered into on May 7, 2026 (as amended from time to time, the "**Engagement Letter**"), and to consummate the transactions contemplated hereby and thereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the Engagement Letter and the consummation of the transactions contemplated hereby and thereby;
- (b) Each of this Agreement and the Engagement Letter, when delivered in accordance with the terms hereof and thereof, will constitute the valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights generally and to general principles of equity. Upon issuance in accordance with, and payment pursuant to, the terms of this Agreement, the Shares will be duly authorized, validly issued and fully paid and nonassessable, not subject to any preemptive or similar rights and will be issued to the Investor free of liens, encumbrances and restrictions on transfer other than (i) restrictions on transfer under this Agreement and under applicable state and federal securities laws, (ii) restrictions on transfer under the lock-up agreement entered into by the Investor or its affiliates with the Underwriters in connection with the IPO, and (iii) any liens, encumbrances or restrictions on transfer that are created or imposed by the Investor. Subject in part to the truth and accuracy of the Investor's representations set forth in Section 2.2 of this Agreement, the offer, sale and issuance of the Shares as contemplated

by this Agreement are exempt from the registration requirements of applicable state and federal securities laws;

- (c) The execution and delivery by the Company of, and the performance by the Company of its obligations under each of this Agreement and the Engagement Letter, the offer, issuance, sale and delivery of the Shares, and the consummation of the transactions contemplated hereby does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (i) any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) the certificate of incorporation or by-laws (or other applicable organizational document) of the Company or any of its subsidiaries, or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except, in the case of clauses (i) and (iii) for such defaults, breaches, or violations that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect (as defined in the Underwriting Agreement); and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except such as have been obtained under the Securities Act, the approval for listing the Shares on The Nasdaq Capital Market and approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws, which have been made or will be made in a timely manner, or have otherwise been duly waived.
- (d) Neither the Company nor, to the best of the Company's knowledge, any of its Affiliates (which term, as used herein, shall have the meaning set forth in Rule 405 under the Securities Act) or any person or entity acting on its or their behalf has, directly or indirectly, at any time within the six-month period prior to the Effective Date, made any offers or sales of any Company security or solicited any offers to buy any security under circumstances that would (i) eliminate the availability of the exemption from registration under Section 4(a)(2) the Securities Act in connection with the offer and sale by the Company of the Shares as contemplated hereby or (ii) cause the offering of the Shares to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or stockholder approval provisions, including, without limitation, under the rules and regulations of any trading market on which any of the securities of the Company are listed or designated; and

- (e) Upon issuance, the Shares will be treated as “Registrable Securities” as defined in and pursuant to that certain Third Amended and Restated Investor Rights Agreement, dated June 16, 2025, by and among the Company and each of the investors listed on Schedule A thereto, as amended.

2.2 Representations and Warranties of the Investor. The Investor represents and warrants to the Company as follows:

- (a) (i) The Investor is an institutional “accredited investor” as defined in Rule 501(a) promulgated under the Securities Act or a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act, and the Investor is an “institutional account” within the meaning of FINRA Rule 4512(c); (ii) the Investor has sufficient knowledge and experience in investing in companies similar to the Company so as to be able to evaluate the risks and merits of its investment in the Company and it is able financially to bear the risks thereof; (iii) the Investor has had an opportunity to discuss the Company’s business, management and financial affairs with the Company’s management; (iv) all documents, records, and information pertaining to the Investor’s investment in the Common Stock and the Company that have been requested by the Investor, if any, have been made available or delivered to it prior to the date hereof; (v) the Investor’s financial condition is such that it is able to bear the risk of holding the Shares for an indefinite period of time and can bear the loss of the entire investment in such Shares; (vi) the Investor is not purchasing the Shares as the result of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or as a result of the Investor’s review of public filings by the Company; (vii) the Investor has independently evaluated the merits of its decision to purchase the Shares; (viii) the Investor has had access to, and an adequate opportunity to review, financial and other information and has been offered the opportunity to ask questions of the Company and received answers thereto, as it deemed necessary to make its decision to purchase securities of the Company; (ix) the Investor has not relied on the advice of, or any representations by, any of J.P. Morgan Securities LLC, TD Securities (USA) LLC, Cantor Fitzgerald & Co., Wedbush & Co., LLC and Oppenheimer & Co. Inc. (acting in their capacity as placement agents for the Offering, collectively, the “**Placement Agents**”), or any of their affiliates or any representative of the Placement Agents or their affiliates in making such decision; and (x) none of the Placement Agents nor any of their representatives has any responsibility with respect to the completeness or accuracy of any information or materials furnished to the Investor in connection with the transactions contemplated hereby, and the Investor understands that the Placement Agents have not acted as the Investor’s financial advisor or fiduciary and have acted solely as the agents of the Company in this placement of the Shares and the Investor has not relied on the business or legal advice of the Placement Agents or any of their agents, counsel or affiliates in making its investment decision hereunder, and confirms that none of such persons has made any

representations or warranties to the Investor in connection with the transactions contemplated hereby;

- (b) The Investor understands that this Agreement is made in reliance upon the Investor's express representations and the Investor hereby represents and warrants to the Company that (i) the Shares being purchased by the Investor are being acquired for the Investor's own account (and not on behalf of any other person or entity) for the purpose of investment and not with a view to, or for sale in connection with, the distribution thereof, nor with any present intention of distributing or selling the Shares or any portion thereof; (ii) the Investor was not organized for the specific purpose of acquiring the Shares; and (iii) the Shares will not be sold by the Investor without registration under the Securities Act or applicable state securities laws, or an exemption therefrom;
- (c) The Investor further understands that the Shares being purchased by the Investor hereunder have not been registered under the Securities Act or any state securities laws and are instead being offered and sold in reliance on an exemption from such registration requirements. The Investor represents and warrants to the Company that, to the Investor's knowledge, the Investor has not taken any action that could reasonably be expected to cause the sale of the Shares to be sold by the Company to the Investor to fail to qualify as exempt from the registration requirements of the Securities Act. The Investor further understands that until such time as the Shares shall have been registered under the Securities Act and applicable state securities laws or shall have been transferred in accordance with an opinion of counsel reasonably satisfactory to the Company that such registration is not required, stop transfer instructions shall be issued to the Company's transfer agent and any certificate or certificates representing such securities shall bear a restrictive legend stating that such securities have not been registered under the Securities Act and applicable state securities laws and referring to restrictions on the transferability and sale thereof;
- (d) The Investor further understands that its representations and warranties hereunder will not preclude disposition of the Shares without registration thereof, in compliance with Rule 144 promulgated under the Securities Act ("**Rule 144**"). The Investor understands and acknowledges, however, that there may not be available when the Investor wishes to sell the Shares, or any portion thereof, the adequate current public information with respect to the Company which would permit offers or sales of such securities pursuant to Rule 144, and, therefore, compliance with the Securities Act or some other exemption from the registration and prospectus delivery requirements of the Securities Act may be required for any such offer or sale; and

- (e) (i) The Investor is validly existing as a limited partnership in good standing under the laws of State of Delaware, (ii) the Investor has all requisite power and authority to execute and deliver this Agreement; and (iii) this Agreement constitutes the valid and legally binding obligation of the Investor, enforceable against the Investor in accordance with its terms, subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights generally and to general principles of equity.

3. Conditions to the Closing. The obligations of the Company and the Investor hereunder are subject to the satisfaction of the conditions set forth below on or before the Closing. If for any reason any of the conditions set forth in this Section 3 are not satisfied or waived by each party entitled to the benefit of such conditions at or prior to the Closing, then each party by written notice given to the other parties hereto shall have the right to elect to terminate this Agreement and each party shall be released from their obligations hereunder and shall have no further liability hereunder, provided, however, that nothing contained in this Section 3 shall relieve any party from liabilities or damages arising out of any fraud or willful breach by such party of this Agreement prior to such termination.

- (a) *Conditions to the Investor's Obligations*. The Investor's obligation to purchase the Shares at the Closing are subject to the satisfaction of the following conditions unless otherwise waived by the Investor in its sole discretion:

- (i) the representations and warranties of the Company contained in Section 2.1 herein shall be true and accurate on and as of the Closing with the same force and effect as if they had been made at the Closing (except to the extent any such representations and warranties expressly relate to a particular date, in which case such representations and warranties are true and correct as of such particular date) (after giving effect to any materiality, disclosure or other qualifiers contained therein);
- (ii) the Company shall have performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing and shall have obtained all approvals, consents and qualifications necessary to complete the purchase and sale described herein;
- (iii) no governmental authority or body shall have enacted, issued, promulgated, enforced or entered any decision, injunction, decree, ruling, law or order enjoining, suspending or otherwise prohibiting or making illegal the consummation of the transactions contemplated at the Closing, no stop order suspending the effectiveness of the registration statement (File No. 333-295141), initially filed with the SEC on April 17, 2026, with respect to the

IPO shall be in effect, and no proceedings for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the SEC;

(iv) the Company shall have consummated the IPO and the Underwriters shall have purchased, concurrently with the purchase of the Shares by the Investor hereunder, the Firm Shares (as defined in the Underwriting Agreement) at the IPO Price (less any applicable underwriting discounts or commissions); and

(b) *Conditions to the Company's Obligations.* The Company's obligations to sell the Shares at the Closing are subject to the satisfaction of the following conditions unless otherwise waived by the Company in its sole discretion:

(i) the Investor shall have paid the Purchase Price to the Company by wire transfer of immediately available funds as specified in Section 1(c) of this Agreement;

(ii) the representations and warranties of the Investor contained in Section 2.2 shall be true and accurate on and as of the Closing with the same force and effect as if they had been made at the Closing; and

(iii) the Company shall have consummated the IPO and the Underwriters shall have purchased, concurrently with the purchase of the Shares by the Investor hereunder, the Firm Shares at the IPO Price (less any underwriting discounts or commissions).

4. Reliance by the Placement Agents. The parties agree and acknowledge that the Placement Agents may rely on, as an express third party beneficiary, (a) the representations, warranties, agreements and covenants of the Company contained in this Agreement (b) the representations and warranties of the Investor contained in this Agreement, and (c) the agreements contained in Section 5 of this Agreement, in each case as if such representations, warranties, agreements and covenants, as applicable, were made directly to the Placement Agents.

5. Exculpation of Placement Agents. Each party agrees, for the express benefit of the Placement Agents, their affiliates and their respective representatives, that:

(a) (i) each of the Placement Agents is acting solely as the Company's placement agent in connection with the Offering and is not acting as an underwriter or in any other capacity and is not and shall not be construed as a fiduciary for the Investor, the Company or any other person or entity in connection with the Offering, (ii) none of the Placement Agents has made or will make any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the Offering, (iii) none of the Placement Agents will have any responsibility with respect to (a) any representations, warranties

or agreements made by any person or entity under or in connection with the Offering or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (b) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning the Company or the Offering, and (iv) none of the Placement Agents shall have any liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by the Investor, the Company or any other person or entity), whether in contract, tort or otherwise, to the Investor, or to any person claiming through the Investor, in respect of the Offering.

- (b) None of the Placement Agents, nor any of their affiliates or any of their respective representatives shall be responsible for, or have any duty to ascertain or inquire into, (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents, validity, accuracy, value or genuineness of any certificate, report or other document delivered by or on behalf of the Company, the Investor or any other party pursuant to this Agreement or in connection with any of the transactions contemplated hereby, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in this Agreement, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, or (v) the satisfaction of any condition set forth in Section 3 of this Agreement.

- 6. No Integration. The Company shall not, and shall use its commercially reasonable efforts to ensure that no affiliate of the Company (other than the Investor) shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the Offering in a manner that would require the registration of the Offering under the Securities Act, or that would be integrated with the Offering for purposes of the rules and regulations of any trading market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.
- 7. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the SEC that may permit the sale of the Shares without registration, the Company agrees that it shall:
 - (a) use its commercially reasonable efforts to make and keep available public information regarding the Company, as those terms are understood and defined in Rule 144 under the Securities Act, and file with the SEC in a timely manner all reports and other documents required to be filed by the Company under the Securities Act and the Securities and Exchange Act of 1934, as amended; and

- (b) furnish, unless otherwise available at no charge by access electronically to the SEC's EDGAR filing system, to the Investor forthwith upon request (i) a copy of the most recent annual or quarterly report of the Company and (ii) such other information as may be reasonably requested by Investor in availing itself of any rule or regulation of the SEC that permits the Investor to sell any such Shares without registration.

The obligations of the Company pursuant to this Section 7 shall commence upon the termination of the Lock-Up Period (as defined in the Underwriting Agreement) and terminate upon the earlier of the closing of a Change of Control (as defined below) and one year following the Effective Date. As used herein, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company or the surviving entity.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. Notices. Notices given hereunder shall be deemed to have been duly given, only if given in writing, and on (i) the date of personal delivery; (ii) on the date one day after being delivered to a reputable overnight courier with proper delivery instructions; or (iii) if delivered by email, upon electronic confirmation of receipt to the party being notified as addressed as follows: (a) if to the Investor, to: TPG LSI Rise Orazio II, L.P. at 301 Commerce Street, Suite 3300, Fort Worth, Texas 76102, Attention: Office of General Counsel, (b) if to the Company, to: Odyssey Therapeutics, Inc. at 51 Sleeper Street, Suit 800, Boston, Massachusetts 02210, Attention: General Counsel, with a copy (which shall not constitute notice) to: Covington and Burling LLP, 30 Hudson Yards, New York, NY 10001, Attention: Brian K. Rosenzweig.
10. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. No waiver shall be deemed a waiver of any subsequent breach or default. Notwithstanding anything to the contrary herein, Sections 4 and 5 of this Agreement may not be waived, modified, supplemented or amended without the written consent of the Placement Agents.
11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflict of laws principles which would result in the application of the law of any other jurisdiction.
12. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

13. Assignment. This Agreement may not be assigned by the Company or the Investor without the prior written consent of the other party hereto.
14. Captions. Captions are for convenience only and are not deemed to be part of this Agreement. All references herein to numbered Sections are to Sections of this Agreement unless otherwise indicated.
15. Survival. The representations and warranties contained herein shall survive the Closing.
16. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law, e.g., www. DocuSign.com or www.echosign.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.
17. Further Assurances. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.
18. Legend Removal. If the Investor has resold all or a portion of the Shares in a manner described under the caption “Plan of Distribution” in a then-effective and available registration statement registering the resale of the Shares (“**Resale Registration Statement**”) or pursuant to Rule 144 or other available exemption from registration under the Securities Act, the Investor shall promptly (a) send a confirmation to the Company’s transfer agent setting forth the number of such Shares that have been so resold and the date of such resale and (b) deliver to the Company, the transfer agent and legal counsel to the Company a customary seller’s representation letter and broker’s representation letter confirming the resale of such Shares in the manner described above, together with any other documentation reasonably required by the transfer agent and/or the Depository Trust Company and, if applicable and requested by the Company, a legal opinion of the investor’s counsel that the sale of such shares did not require registration under the Securities Act, in a form and substance reasonably satisfactory to the Company and its legal counsel (the “**Resale Deliverables**”). The Company and the Investor hereby acknowledge that, if and when the Investor has (i) resold Shares in a manner described under the caption “Plan of Distribution” in the Resale Registration Statement or pursuant to Rule 144 or other available exemption from registration under the Securities Act and (ii) delivered the Resale Deliverables, the Company shall instruct the transfer agent to cause such shares to be credited to accounts designated by the Investor for the persons who purchased such Shares from the Investor. Upon the written request by the Investor to the Company if, at the time of such request, the Investor (i) is not, and has not been during the preceding three months, an affiliate of the Company and (ii) has held the portion of the Shares subject to such request for at least one year as determined in accordance with Rule 144, and at such time no other requirements would need to be satisfied in order for the Investor to sell the Shares under Rule 144, the Company shall, no later than two business days following the delivery by the Investor to the Company’s transfer agent of one or more

legended certificates or book-entry statements representing such Shares issued to the Investor together with such other documentation from the Investor and its designated broker as the transfer agent or the Company deems necessary and appropriate, authorize the transfer agent to remove the Securities Act restrictive legend (and any stop transfer instructions placed against transfer of any such Shares) affixed to the portion of such Shares for which all conditions to the Investor's ability to resell under Rule 144 have then been satisfied. At the time the Company authorizes the removal of the Securities Act restrictive legend (and any stop transfer instructions placed against transfer of any such Shares) pursuant to this Section 18, the Company shall also use its commercially reasonable efforts to cause its legal counsel to issue to the transfer agent a legal opinion or direction letter instructing the transfer agent that it is authorized to remove the Securities Act restrictive legend affixed to such Shares as contemplated by this Section 18.

19. Termination. This Agreement shall automatically terminate upon the earliest to occur, if any, of: (a) either the Company, on the one hand, or the Underwriters, on the other hand, advising the other in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the IPO; (b) termination of the Underwriting Agreement (other than the provisions thereof which survive termination) prior to the sale of any of the Common Stock to the Underwriters; (c) the registration statement filed with the SEC with respect to the IPO is withdrawn; (d) if the Closing has not occurred on or prior to September 30, 2026; or (e) the written consent of each of the Company and the Investor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

COMPANY:

ODYSSEY THERAPEUTICS, INC.

By: /s/ Gary D. Glick

Name: Gary D. Glick

Title: President and Chief Executive Officer

[Signature Page to Share Purchase Agreement]

INVESTOR:

TPG LSI RISE ORAZIO II, L.P.

By: TPG LSI SPV GP, LLC, its general partner

By: /s/ Matthew White

Name: Matthew White

Title: Vice President

[Signature Page to Share Purchase Agreement]

EXHIBIT A

Form of Underwriting Agreement
